



## **Joint Board Meeting Agenda NW 79th Street CRA – NW 7th Avenue CRA**

Wednesday, January 28, 2026 – 6:00 PM  
Arcola Lakes Branch Library – Conference Room  
8240 NW 7th Avenue, Miami, FL 33150

- I. Call to Order
  - Convening of Joint CRA Board Meeting
- II. Roll Call
  - Conducted by Executive Director
  - Confirmation of quorum for each CRA
- III. Reasonable Opportunity for the Public to be Heard — 2 minutes per speaker
- IV. Approval of Agenda
- V. Action Items
  - A. **RESOLUTION NO. CRA-01-2026** – Approval of Amended and Restated Bylaws
  - B. **RESOLUTION NO. CRA-02-2026** – Appointment of Treasurer
  - C. **RESOLUTION NO. CRA-03-2026** – Authorization to Piggyback North Miami RFP No. 53-19-20 for Banking Services with TD Bank
  - D. **RESOLUTION NO. CRA-04-2026** – Instruction to the county to transfer funds to the newly established trust fund upon request, no later than Sept 30, 2026.
  - E. **RESOLUTION NO. CRA-05-2026** – Amendment to Professional Services Agreement with the Executive Director
- VI. Executive Director Report
  - A. Development of Fiscal Policy and Standard Operating Procedures (SOPs) in coordination with the newly appointed Treasurer.
  - B. Request for Proposals (RFP) for Independent Financial Services Contractor to provide accounting, accounts receivable, accounts payable, reconciliation, financial reporting, and audit support services
- VII. Attorney Report
- VIII. Adjournment

**RESOLUTION NO. CRA-01-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND ADOPTING THE AMENDED AND RESTATED BY-LAWS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on \_\_\_\_\_, pursuant to Resolution \_\_\_\_\_, the Board of Commissioners approved the By-Laws of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”); and

**WHEREAS**, the Board of Commissioners of the CRA desires to approve and adopt the Amended and Restated By-Laws of the CRA, in the form attached hereto as Exhibit “A” and by this reference made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Approval and Adoption of Amended and Restated By-Laws.** The Amended and Restated By-Laws in the form attached hereto as Exhibit “A” are hereby approved and adopted. The Amended and Restated By-Laws replace and supersede the By-Laws approved pursuant to Resolution \_\_\_\_\_.

**Section 3. Effective Date.** This resolution shall take effect immediately upon approval. This resolution supersedes Resolution \_\_\_\_\_.

PASSED and ADOPTED this 28<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Rhenie Dalger  
Chair

ATTEST:

\_\_\_\_\_  
Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

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Taylor Duma LLP  
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by:\_\_\_\_\_

Seconded by:\_\_\_\_\_

Vote:


Chair Rhenie Dalger  
Vice Chair Gilbert St. Jean, PhD  
Board Member Tanisha “Wakumi” Douglas, MSW  
Board Member Sandy Lila, MPA  
Board Member Nadege Vilsaint, RCSWI, MSW

\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)



**Date:** January 28, 20256

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Khass Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Resolution No. CRA-01-2026 – Approval of Amended and Restated Bylaws

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### **Recommendation**

It is recommended that the Board of Commissioners approve Resolution No. CRA-01-2026, adopting the Amended and Restated Bylaws for the NW 7th Avenue CRA and NW 79th Street CRA. These bylaws establish the formal governance framework for the CRAs and reflect provisions consistent with Chapter 163, Part III, Florida Statutes.

### **Fiscal Impact**

There is no fiscal impact associated with the approval of this item.

### **Delegation of Authority**

Upon approval, the Executive Director or designee shall be authorized to implement the newly adopted bylaws, including updating all internal procedures and operational documents to reflect the governing provisions therein.

### **Background**

The bylaws governing the NW 7th Avenue CRA and NW 79th Street CRA had not been revised since the agencies were originally established. As both CRAs continue to formalize their operations and transition toward greater administrative independence, it became necessary to update these bylaws to reflect the agencies' current governance structure and operational needs.

The Amended and Restated Bylaws were drafted by legal counsel and are identical for both CRAs. They provide updated language regarding:

- Officer appointments and responsibilities
- Board composition and attendance requirements
- Meeting procedures and quorum rules
- Delegated duties of the Executive Director
- Indemnification and insurance

These changes align with best practices, applicable state statutes, and the agencies' Interlocal Agreements with Miami-Dade County. Adoption of these bylaws ensures both CRAs operate under a clearly defined, consistent, and legally sound framework.

### **Attachment**

Amended and Restated Bylaws

AMENDED AND RESTATED BY-LAWS  
OF THE  
NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

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AMENDED AND RESTATED BY-LAWS  
OF THE  
NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

(A Community Redevelopment Agency  
Created Pursuant to Chapter 163, Part III, Florida Statutes)

These Amended and Restated By-Laws amend and restate the By-Laws of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency approved pursuant to Resolution No. CRA-01-2026 on January 28, 2026. These By-Laws address the administration and management of the Northwest 79<sup>th</sup> Street Community Redevelopment Agency. If a conflict arises between these By-Laws and any provision of Florida Statutes including Chapter 163, Part III, Florida Statutes, and/or that certain Interlocal Cooperation Agreement dated September 12, 2025, by and between Miami-Dade County (the County”) and the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency then, in that event, Florida Statutes or the Interlocal Cooperation Agreement, as applicable, shall prevail. All powers not specifically delegated to the CRA pursuant to the Interlocal Cooperation Agreement are reserved exclusively by the County.

ARTICLE 1

GENERAL

1.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the County, as the governing body, established a community redevelopment agency known as Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (the “CRA”).

1.2 Purpose and Objectives. The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within the Community Redevelopment Area.

1.3 Seal. The CRA shall have a seal that shall be circular in form and shall bear the name of the CRA. The Secretary shall be the custodian of the Seal.

1.4 Members and Terms. The County, as governing body of the CRA, shall designate the Board members and their terms by resolution approved by the Board of County Commissioners. The Board shall consist of not fewer than five (5) or more than nine (9) Commissioners. The terms of office of each Commissioner shall be four (4) years. A vacancy occurring during a term shall be filled for the un-expired term. Each Commissioner shall hold office until his or her successor has been appointed and has qualified. The County may remove a Commissioner for inefficiency, neglect of duty or misconduct in office only after a hearing and only if that Commissioner has been given a copy of the charges at least ten (10) days prior to such hearing and has had an

opportunity to be heard in person or by counsel. Reference to the members of the CRA as a whole shall be "Board of Commissioners", "Commissioners," or "CRA Board". An individual member of the CRA shall be referred to as a "Commissioner".

1.5 Compensation. The Commissioners shall serve without compensation from the CRA, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of applicable law.

## ARTICLE 2

### OFFICERS AND EMPLOYEES

2.1 Officers. The officers of the CRA shall be a Chair, Vice-Chair and the Commissioners.

2.2 Chair. The County, as governing body of the CRA, shall designate the Chair of the CRA by resolution approved by the Board of County Commissioners. The Chair shall preside at all meetings of the CRA and shall have general supervision, direction and control over the business and operations of the CRA.

2.3 Vice-Chair. The County, as governing body of the CRA, shall designate the Vice-Chair of the CRA by resolution approved by the Board of County Commissioners. The Vice-Chair shall, in the absence, disqualification, resignation, death, or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair.

2.4 Executive Director. The Board shall appoint and set the compensation for an Executive Director of the CRA.

2.4.1. General. The Executive Director shall be the Chief Executive Officer of the CRA.

2.4.2. Responsibility. The Executive Director shall be responsible for the day to day administrative activities of the CRA, including agenda preparation, coordination with the CRA General Counsel and CRA staff; hiring, supervising and terminating employees; be responsible for the effectuation of the CRA's policies, the authorization and certification of budgets and related documents involved in the financial affairs of the CRA; be responsible for negotiating development agreements, public private partnerships and real property transactions for the CRA; coordinate redevelopment efforts with federal, state, County and local governments including other community redevelopment agencies; be responsible for CRA project coordination and staffing CRA meetings and workshops; direct multi-faceted loan or incentive programs and all other activities of the CRA, including the supervision of staff and consultants to the CRA.

2.4.3. Property Negotiations. The Executive Director may evaluate and

negotiate for the CRA to acquire and dispose of appropriate parcels of real property in accordance with approved CRA redevelopment plans, applicable law and CRA actions.

2.5 Secretary. The Board shall appoint one of the Commissioners as the Secretary of the CRA. The Secretary shall perform or be responsible for supervision of performance of the following functions: keeping the records of the CRA; recording minutes of the meetings of the CRA and recording all votes; keeping a journal of proceedings of the CRA; keeping in safe custody the seal of the CRA and with the power to affix such seal to all contracts and instruments authorized to be executed by the CRA and to all necessary certifications of records of official proceedings; maintain a record of all official proceedings of the County relevant to the CRA; and such other duties as the CRA shall determine and assign. The Secretary shall serve without compensation; provided however, the CRA may engage and pay third parties to perform certain of the Secretary's services.

2.6 Treasurer. The Board shall appoint one of the Commissioners as the Treasurer of the CRA. The Treasurer shall keep the financial records of the CRA's operating budget; keep full and accurate accounts of receipts and disbursements of the CRA; have custody of all operating funds of the CRA; assist the Executive Director in the preparation of a proposed budget; make and file all financial reports and statements necessary to be made and filed by the CRA pursuant to provisions of Chapter 163, Part III, Florida Statutes; and file such reports and statements with the Executive Director and Secretary of the CRA, and all appropriate State and local government agencies. The Treasurer shall serve without compensation, provided however, the CRA may engage and pay third parties to perform certain of the Treasurer's services.

2.7 General and Special Counsel. The Board shall appoint and set compensation for the CRA General Counsel who shall attend all meetings of the CRA and shall be responsible for the oversight of the CRA's legal affairs. The General Counsel shall have the ability to select and set compensation, subject to Board approval as to compensation, for any Special Counsel and consultants as it deems necessary and appropriate, who shall work under the general supervision of the General Counsel.

2.8 Employees, Agents and Consultants.

2.8.1. Hiring. The CRA may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as it deems necessary. Except as otherwise provided in these By-Laws or applicable law, the CRA Board is empowered to approve employment contracts, professional services agreements and other consulting contracts under such terms and conditions and durations as it deems appropriate to carrying out the purpose and objectives of the CRA.

2.8.2. Employment and Personnel Policies. The CRA shall provide personnel services to its employees either directly or through approved third party service providers which shall include but not be limited to, staff recruitment, training and compliance; record retention with respect to personnel actions and such other

personnel services as may be needed. All employees of the CRA shall be entitled to participate in all benefit programs. The CRA shall adopt Personnel Policies and amend or adjust these policies from time to time with approval of the Executive Director in a manner that best suits the CRA.

2.9 Policies and Procedures. The CRA shall adopt a Standard Operating Procedures Manual (SOP). This Manual should be updated periodically as material changes occur, such as an updated plan, or changes in state, county and local laws that might affect the operations of the CRA. The Manual shall adopt the County's Procurement, Finance and Human Resources Policies and Procedures as such may be amended from time to time, and as required by applicable law. The CRA reserves the right to amend or adjust these policies as they pertain to the CRA in writing and with approval of the Executive Director in a manner that best suits the CRA.

### ARTICLE 3

#### MEETINGS

3.1 Regular Meetings. The CRA shall hold a regular meeting at least four times each fiscal year on a day and at a time and place to be designated from time to time by the Board.

3.2 Special Meetings. The Chair, the Executive Director or any other two (2) Directors of the CRA may require the calling of a special meeting at a reasonable time and place by requesting the Executive Director to arrange for and give notice of such special meeting.

3.3 Emergency Meetings. Emergency meetings of the CRA may be called at any time and place by the Chair, the Executive Director or by a majority of the Board providing personal or telephonic notice to Board, specifying the time and place of the emergency meeting and the business to be transacted. No other business shall be considered at such meeting.

3.4 Notice of Meetings. The Executive Director will mail or deliver written notice of each regular meeting to the Board at least seven (7) prior to such meeting, which notice may be an omnibus notice of all meetings for the fiscal year. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting. Notice of all special and regular meetings shall be provided to the public, appropriate County officials and the news media. Notice of emergency meetings shall be provided to the public, appropriate County officials and the news media as is reasonable under the circumstances. The Executive Director, following consultation with the Chair, shall prepare the agenda and make every effort to deliver a complete agenda to the Board no later than three (3) days prior to the regular meeting. Agendas for special and emergency meetings and workshops will be distributed in as timely a manner as possible. The agenda, as well as reports and standard agreements that are part of the

back-up documentation, shall be available for review by the public.

3.5 Quorum and Voting. A majority of the CRA Board shall constitute a quorum for the purpose of conducting business. When a quorum is present, the CRA may act by a vote of a majority of the Commissioners present, unless otherwise provided by law or these By-Laws. If any meeting cannot be conducted because a quorum is not present, the Commissioners who are present may adjourn the meeting to a time certain, and notice of such adjourned meeting shall be given to each Commissioner.

3.6 Recessed and Continued Meetings. When a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.7 Attendance by Commissioners. Commissioners shall attend at least one half of all regularly scheduled meetings annually as calculated from the date of initial appointment. No member shall miss two (2) consecutive regularly scheduled meetings without an acceptable excuse. An acceptable excuse is defined as an absence for medical, business, personal, or any other reason which the CRA, by a two-thirds vote of the membership, deems acceptable.

3.8 Rules of Order. Except as provided by these By-Laws or applicable law, all meetings shall be conducted in accordance with the procedures approved and utilized by the County; provided, however, in the absence of any applicable procedure of the County, then the most recent Edition of Robert's Rules of Order, Revised, shall apply.

## ARTICLE 4

### CONTRACTS

4.1 Execution of Instruments. Legal instruments of the CRA shall be executed by the Executive Director and the form of any such instrument shall be previously approved by the General Counsel or duly authorized designee provided; however, that where by resolution of the Board, the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. Notwithstanding the foregoing, Board approval is not required for, and the Executive Director is authorized to execute all legal instruments on behalf of the CRA, which (a) are not a result of the appropriations process and are in the best interest of the CRA, and (b) do not exceed his or her purchasing authority.

4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with Section 163.380, Florida Statutes, titled "Disposal of Property in the Community Redevelopment Area" as may be amended from time to time.

4.3 Purchasing Goods and Services. Except for employment contracts as provided for elsewhere in these By-Laws, and for purchases that must be made under specific requirements of law or the CRA Board, the Executive Director or his/her written designee(s) may procure goods or services up to and including Twenty Five Thousand Dollars (\$25,000) per purchase or contractual agreement and up to and including Twenty Five Thousand Dollars (\$25,000) for consulting services. It is the intent of this provision that the amount of disbursement to a vendor providing goods or a contractor providing services not singularly or cumulatively exceed Twenty-Five Thousand Dollars (\$25,000), or Twenty-Five Thousand Dollars (\$25,000) for consulting services, without the approval by motion of the CRA Board. The CRA Board must approve by motion all procurements for goods or services in excess of Twenty-Five Thousand Dollars (\$25,000), and Twenty-Five Thousand Dollars (\$25,000) for consulting services. Except as provided, nothing contained herein is intended to limit the authority of the Executive Director or the CRA Board from procuring goods or services under the terms and conditions of a third-party contract procured by another unit of state or local government when deemed in the best interest of the CRA.

## ARTICLE 5

### FISCAL MATTERS

5.1 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

5.2 Budget. The Executive Director shall prepare an annual budget and work program for the CRA's approval for each fiscal year, and such other budgets as the Commissioners may determine. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the Board, provided that the Commissioners shall have the power to amend its budget as may from time to time be necessary.

5.3 Accounting Practices. The CRA shall comply with applicable Florida law and all regulations of the Florida Department of Financial Services, or its successor, regarding uniform accounting practices and procedures for units of local government.

5.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The CRA shall provide a copy of such report to each taxing authority contributing to the Redevelopment Trust Fund. The auditors shall be selected by the Board.

5.5 Annual Report. The CRA shall file with the County, and all Taxing Authorities on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.371(2), Florida Statutes. At the time of filing this report, the CRA shall publish in a newspaper of general circulation in the County a notice to the effect that such report has been filed with the County and that the report is available for inspection during business hours in the

CRA's office.

5.6 Bonding of Officers and Employees. The CRA may require that any or all Commissioners and employees be required to post bond for faithful performance of duty. The CRA shall pay bonding costs for all such bonds it requires. The Executive Director shall be bonded in an amount not less than the amount that the Executive Director is authorized to procure goods or services without the approval of the CRA Board.

5.7 Maintenance and Disbursement of Funds. All funds of the CRA shall be used only for purposes permitted by applicable law. Funds shall be distributed only at the direction or with the approval of the CRA Board or as provided for in accordance with these By-Laws, and pursuant to an adopted budget. All funds disbursed shall be supported by appropriate requisitions signed by the Executive Director. Notwithstanding the foregoing, except for employee compensation, no single or cumulative obligation requiring a disbursement in excess of Twenty Five Thousand Dollars (\$25,000) to any one individual, person or corporate entity shall be made unless specifically approved by the CRA Board.

5.8 Supervision of Accounts. The Executive Director, subject to the direction of the CRA Board, shall have control and be responsible for the internal supervision and control of the accounts of the CRA. The Executive Director may assign a member of the CRA staff to assist in carrying out this responsibility. The Executive Director may not delegate the power to sign checks or otherwise disburse the funds of the CRA; provided, the Board may approve a designee recommended by the Executive Director under such terms and circumstances, including the absence or incapacitation of the Executive Director, as may be prescribed. The Executive Director or their designee shall have the authority to sign all checks or authorize all electronic fund transfers to pay for the obligations of the CRA as provided in accordance with these By-Laws, the approved budget, approved contracts, and the specific actions of the CRA. All checks or disbursements of funds in excess of Twenty Five Thousand Dollars (\$25,000) shall have the additional signature of the Chair.

## ARTICLE 6

### ADVISORY COMMITTEES

6.1 Power to Create. The CRA Board may, by resolution, create any committee or board to act in an advisory capacity to the CRA as shall be deemed necessary to carry out the functions, purposes and objectives of the CRA. The resolution establishing such committee or board shall set forth its specific powers and duties, the number and qualification of its members, the method of appointment and term of its members, and the minimum rules, regulations and reporting requirements upon which it shall operate. The resolution shall provide for an effective date. Unless otherwise delegated, by resolution, the CRA Board shall appoint all members to committees or advisory boards that it shall create. The CRA Board may, by resolution, abolish any existing committee or board and transfer, if deemed appropriate, its duties to any other committee or board or employee of the CRA.

## ARTICLE 7

### AMENDMENTS

7.1 Amending. The By-Laws of the CRA may be amended at a public hearing of the proposed amendments, with the amendment adopted by an affirmative vote of no less than two thirds of the Commissioners present at a regular or special meeting of the CRA Board. No such amendment shall be adopted unless at least two (2) days written notice thereof has been previously given to the Commissioners.

## ARTICLE 8

### INDEMNIFICATION AND INSURANCE

8.1 Indemnification of the CRA, its Commissioners, Officers, and Employees. The CRA shall indemnify its Commissioners, officers, employees or other persons serving at the request of the CRA in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or she shall be made a party or is threatened to be made a party by reason of his or her being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been a Commissioners, officer or employee of the CRA or person serving at the request of the CRA against all expenses (including, but not limited to, attorney's fees, judgments and payments in settlement) actually incurred; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he or she shall finally be adjudged to have been guilty of a criminal act or liable for gross negligence or willful misconduct in the performance of his or her duties to the CRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the CRA acting by vote of Commissioners not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Commissioners. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law.

8.2 Insurance. The CRA may purchase insurance for indemnifying its Commissioners, officers, employees and other persons serving at the request of the CRA to the extent that such indemnification is allowed in Section 8.1 herein. The CRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

## ARTICLE 9

### CODE OF ETHICS, CONFLICT OF INTEREST, GOVERNMENT IN THE SUNSHINE, AND PUBLIC RECORDS

9.1 Code of Ethics. All Commissioners shall comply with all applicable state and local Code of Ethics governing financial interest, ownership or other business disclosure and conflict of interest rules.

9.2 Conflict of Interest. All Commissioners shall abide by the Florida Statutes and the Code of Miami-Dade County regarding conflicts of interest. Notwithstanding this, Commissioners are governed by all other sections of the Conflict of Interest and Code of Ethics ordinance. Commissioners with a conflict of interest must recuse themselves from voting. If a Commissioner believes he or she has a conflict of interest, said Commissioner shall seek a written opinion from the Miami-Dade Commission on Ethics and Public Trust and/or the State of Florida Commission on Ethics.

9.3 Government in the Sunshine. All Commissioners must comply with Florida's Government in the Sunshine Law. All meetings must comply with Florida's Government in the Sunshine laws. The Florida Government in the Sunshine Law prohibits discussion outside a duly noticed meeting between any two or more Commissioners of the CRA regarding any matter of business that may come before them. This prohibition extends to discussions via email and telephone.

9.4 Public Records. The CRA shall comply with the Florida Public Records Act codified at Chapter 119 of the Florida Statutes. It is the policy of the Agency's records are open for personal inspection and copying by any person with the exception of any exempt or confidential records which shall not be disclosed except as otherwise permitted by law.

Adopted on January 28, 2026, by the CRA Board of Commissioners of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency.

**RESOLUTION NO. CRA-02-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY  
REDEVELOPMENT AGENCY, APPOINTING \_\_\_\_\_  
\_\_\_\_\_ AS THE TREASURER OF THE NORTHWEST 79<sup>TH</sup>  
STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 2.6 of the Amended and Restated By-Laws of the Northwest 79<sup>th</sup> Avenue Corridor Community Redevelopment Agency (“CRA”) provide that the Board shall appoint one of the Commissioners as the Treasurer of the CRA; and

**WHEREAS**, the Board of Commissioners of the CRA desires to appoint \_\_\_\_\_  
\_\_\_\_\_ as the Treasurer of the CRA.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE  
NORTHWEST 7<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT  
AGENCY:**

**Section 1.    Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2.    Appointment of Treasurer.** The appointment of \_\_\_\_\_  
as the Treasurer of the CRA is hereby approved.

**Section 3.    Effective Date.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 28<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Rhenie Dalger  
Chair

ATTEST:

\_\_\_\_\_  
Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

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Taylor Duma LLP  
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote:


Chair Rhenie Dalger  
Vice Chair Gilbert St. Jean, PhD  
Board Member Tanisha “Wakumi” Douglas, MSW  
Board Member Sandy Lila, MPA  
Board Member Nadege Vilsaint, RCSWI, MSW

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



**Date:** January 28, 20256

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Khass Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Resolution No. CRA-02-2026 – Appointment of Treasurer

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**Recommendation**

It is recommended that the Board of Commissioners adopt Resolution No. CRA-02-2026, formally appointing a member of each Board to serve as Treasurer of the NW 7th Avenue CRA and NW 79th Street CRA, respectively.

**Fiscal Impact**

There is no fiscal impact associated with the approval of this item.

**Delegation of Authority**

Upon adoption of this resolution, the appointed individuals shall assume the role and responsibilities of Treasurer as outlined in the agencies' Amended and Restated Bylaws.

**Background**

The CRA's bylaws define the Treasurer as a Board officer responsible for overseeing financial reporting and ensuring administrative compliance. As each CRA moves toward financial independence by setting up separate banking systems and fiscal procedures, appointing a dedicated Treasurer for each agency helps maintain stronger internal controls and accountability at the board level.

Treasurers may collaborate with the Executive Director, financial contractors, and legal counsel to review financial statements, monitor budgets, and guide the development of fiscal policies and procedures in alignment with Chapter 163, Florida Statutes.

Board members will nominate and vote for one among themselves to serve as Treasurer for the remainder of the term until a successor is officially appointed.

**RESOLUTION NO. CRA-03-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR AND CRA ATTORNEY TO NEGOTIATE AND FINALIZE AN AGREEMENT WITH TD BANK, N.A. TO PROVIDE BANKING SERVICES UNDER THE ACCESSING CONTRACTS FROM OTHER GOVERNMENT ENTITIES PROCUREMENT GUIDELINES OF MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH TD BANK, N.A.; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

**WHEREAS**, the CRA is seeking to engage TD Bank, N.A. to provide necessary banking and related ancillary services; and

**WHEREAS**, Miami-Dade County Implementation Order IO 3-38 - Master Procurement Implementing Order (the “Implementing Order”) authorizes the award of a contract by accessing the competitively selected contract of any other governmental or quasi government entity or non-profit organization, provided the goods or services are not available through an existing Miami-Dade Contract at the same or lower price; and

**WHEREAS**, TD Bank, N.A. was previously competitively selected to provide banking and related ancillary services to the North Miami Community Redevelopment Agency; and

**WHEREAS**, the Board of Commissioners of the CRA desires to authorize the negotiation, finalization and execution of an Agreement with TD Bank, N.A. to provide banking and related ancillary services, which Agreement shall be in a form and substance as negotiated by the Executive Director and approved as to legal form and sufficiency by the CRA Attorney.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Negotiation and Finalization of Agreement.** The Executive Director and CRA Attorney are hereby authorized to negotiate and finalize an agreement with TD Bank, N.A. to provide banking and related ancillary services.

**Section 3. Execution of Agreement.** The Executive Director is hereby authorized to execute and deliver the Agreement with TD Bank, N.A. to provide banking and related ancillary services.

**Section 4. Implementation of Agreement.** The Executive Director is hereby authorized to take all action necessary to implement the terms of the Agreement with TD Bank, N.A. to provide banking and related ancillary services, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 28<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Rhenie Dalger  
Chair

ATTEST:

\_\_\_\_\_  
Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Taylor Duma LLP  
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote:

Chair Rhenie Dalger  
Vice Chair Gilbert St. Jean, Phd

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)


Board Member Tanisha “Wakumi” Douglas, MSW  
Board Member Sandy Lila, MPA  
Board Member Nadege Vilsaint, RCSWI, MSW

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



**Date:** January 28, 20256

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Khass Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Resolution No. CRA-03-2026 – Authorization to Piggyback North Miami RFP No. 53-19-20 for Banking Services with TD Bank

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### **Recommendation**

It is recommended that the Board of Commissioners adopt Resolution No. CRA-03-2026, authorizing the CRA to piggyback the competitively procured contract awarded by the City of North Miami (RFP No. 53-19-20) for banking services with TD Bank.

### **Fiscal Impact**

There is no immediate fiscal impact associated with this authorization. Any applicable account service fees will be addressed through the CRA's approved operating budget.

### **Delegation of Authority**

Upon approval, the Executive Director or designee is authorized to enter into an agreement with TD Bank consistent with the terms of North Miami's RFP and initiate all required documentation to open and maintain CRA operating accounts

### **Background**

As the NW 7th Avenue CRA and NW 79th Street CRA move toward financial independence from the County's fiscal management system, each agency must establish its own banking infrastructure to support operations, grant disbursements, and capital project payments.

Rather than issuing a separate solicitation, staff recommends piggybacking onto RFP No. 53-19-20, which was competitively awarded to TD Bank by the City of North Miami and remains active and in good standing. TD Bank currently serves as the primary depository institution for the North Miami CRA and has demonstrated familiarity with CRA operations, fiscal compliance requirements, and public sector account structures.

Piggybacking this contract streamlines onboarding and ensures continuity in how public redevelopment funds are managed and disbursed.

### **Attachment**

City of North Miami RFP No. 53-19-20



**EVALUATION COMMITTEE SCORES AND RANKING**  
**RFP Title:** Banking Services for The North Miami Community Redevelopment Agency (CRA)  
**RFP No.** 53-19-20  
**Meeting Date:** Tuesday, January 19, 2021

Vendors:	Evaluator					Committee Scores	Local Preference	Adjusted Total	Ranking Order
	Miguel Augustin	Roy Brown	Gayle McDonald	Ashaki Bronson-Mercellus	Serge Nicolas				
TD Bank	97	85	95	100	90	467	10%	513.7	1
Synovus Bank	75	79	85	85	87	411	10%	452.1	2
Valley Bank	72	80	75	75	47	349	N/A	349	3



**ATTACHMENT "A"**

**COVER PAGE & CONTACT INFORMATION**



**COVER PAGE & CONTACT INFORMATION**

**RFP No. 53-19-20  
Banking Services**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of  
Proposer(s): TD Bank, N.A.

Federal Employee  
Identification (FEIN)  
Number: 01-0137770

Mailing Address: 5900 N. Andrews Ave. 2nd Floor

City, State, Zip Code: Ft. Lauderdale, FL 33309

Contact Person: Pamela Ramkalawan

Title: Vice President

Email Address: Pamela.Ramkalawan@td.com

Telephone Number: Office: (954) 233-2064 | Cell: (561) 866-8368

Fax Number: (954) 233-2037



I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

By submitting a Proposal, the Respondent certifies that it has fully read and understands this Solicitation and that it has full knowledge of the scope, nature, and quality of Work to be performed.

The Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Moreover, the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements outlined herein.

Name of Company: TD Bank, N.A.

Authorized Signature: \_\_\_\_\_

Title of Officer: Vice President



November 6<sup>th</sup>, 2020

North Miami CRA  
Attn: Jean Joinville  
Purchasing Agent  
776 NE 125<sup>th</sup> Street  
North Miami, FL 33161

RE: RFP No. 53-19-20

Dear Mr. Joinville:

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

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

Government Banking has been an important line of business at TD Bank for many years. Our team approach to working with municipalities has allowed us to manage over \$15 billion in public funds. We are leaders in Government Banking in Maine, New Hampshire, Vermont, Massachusetts, New York, New Jersey, Pennsylvania, and Delaware. Our Government Banking business continues to grow in our newer markets of Florida, Maryland, Virginia and the District of Columbia. Despite Florida being a newer market, as of September 2019 TD Bank was ranked the 4th top holder of public deposits in the U.S.

A team of our finest professionals have been assembled to manage NMCRA relationship, Pamela Ramkalawan, Vice President, Government Banking Relationship Manager has over 18 years of banking experience. Pamela will be NMCRA's Relationship Manager and is authorized to legally bind TD Bank to this proposal. Lizet Perez Martel, Vice President Treasury Sales Officer, has over 10 years Banking experience. Lizet will serve as the Treasury Officer responsible for Treasury Management services. Tonya England and Shelby Laver will act as sales and service support to NMCRA. Together, this team will be able to deliver TD Bank's Legendary Customer Service.

In our recommended solution, the TD Municipal Advantage Checking account will provide NMCRA the maximum flexibility along with the increased control to achieve the best possible return on funds. In this tailored solution, NMCRA will receive an Earnings Credit Rate of **60 basis points**.

All of NMCRA's funds that are not required to off-set service fees will automatically receive an interest rate of **20 basis points**. Key details of TD's offer to NMCRA are:

- Substantial Net Interest Benefit over current financial institution
- "Managed" Earnings Credit Rate (ECR) with a rate of **60 basis points**
- Competitive **20 basis points** Interest for Excess Funds Not Needed to Offset Banking Services
- **No Reserve Requirement** which provides NMCRA an added benefit
- TD Bank provides NMCRA a **90 day waiver of Account Analysis fees**, not including Courier fees
- TD Bank will provide NMCRA a monthly banking account analysis
- No FDIC Charge for the Life of the Contract which is an Additional Cost Savings
- Legendary Customer Service and Seamless Implementation of Services
- Customized, In-Person or WebEx Trainings on All TD Bank Services
- Waiving All One-Time Implementation Costs Related to the Transition of Banking Services

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

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

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

Note, per NMCRA's request, this proposal is a firm and irrevocable offer for one hundred twenty (120) days after the submission date of the proposal.

Sincerely,



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



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## Appendix .....

Appendix 1 – TD's Bank at Work

Appendix 2 – Sample Implementation Project Plan

Appendix 3 – TD Bank Equipment Finance

Appendix 4 – TD Bank's Conditions of Acceptance

Appendix 5 – TD Bank's Insurance Certificates

Appendix 6 – TD Bank's Sample Cash Management Master Agreement

# Business Structure

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Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of corporate information (if applicable) indicating when corporation was organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable.

TD Bank, N.A. is a National Association that is a wholly-owned subsidiary of TD Bank US Holding Company which is in turn an indirect, wholly-owned subsidiary of the publicly owned TD (Toronto-Dominion) Bank Group of Toronto (TDBFG), Canada.



# Qualification of the Firm

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Please provide a description of the firm, including the size, range of activities, etc. Particular emphasis should be placed on how the firm's experience and expertise in the area of Banking Services will be applied to the proposed work.

Respondents should:

(1) Provide an overview of the respondent's organization, including size, qualifications, and years in business. The number of branches in Miami-Dade County, Florida. The number of branches within ten (10) miles of the NMCRA and other matters that the Proposer feels would assist the NMCRA in the evaluation process.

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

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

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

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

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

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

# Qualification of the Firm



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

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

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

TD Bank has 31 branches located in Miami-Dade County, Florida. Thirteen of these branches are located within a 10 mile radius of NMCRA.

Locations	Miles from NMCRA
12620 Biscayne Blvd, North Miami, FL 33181	1.26
9005 Biscayne Blvd, Miami Shores, FL 33138	2.19
1190 NE 163rd St, North Miami Beach, FL 33162	2.47
1500 NE Miami Gardens Dr, North Miami Beach, FL 33179	3.88
16830 Collins Ave, Sunny Isles Beach, FL 33160	4.77
20495 Biscayne Blvd, Aventura, FL 33180	5.71
930 W 41st St, Miami Beach, FL 33140	6.09
16200 NW 57th Ave, Miami Beach, FL 33014	7.20
801 W 49th St, Hialeah, FL 33012	7.39
350 Lincoln Rd, Miami Beach, FL 33139	7.57
500 Collins Ave, Miami Beach, FL 33139	8.52
1103 Brickell Ave, Miami, FL 33131	8.77
1208 SW 8th St, Miami, FL 33135	8.80

TD Bank's North Miami Store, conveniently located 1.26 miles from NMCRA, will serve as the designated full-service location. Our Team Members at the North Miami Store would be delighted to service the daily deposit needs of NMCRA.

# Qualification of the Firm



Location	Lobby Hours		Drive Through Hours	
North Miami  12620 Biscayne Blvd, North Miami, FL 33181  Manager: Howard Miller  Phone: (305) 892-1792	Monday:	8:30AM – 5:00PM	Monday:	8:30AM – 5:00PM
	Tuesday:	8:30AM – 5:00PM	Tuesday:	8:30AM – 5:00PM
	Wednesday:	8:30AM – 5:00PM	Wednesday:	8:30AM – 5:00PM
	Thursday:	8:30AM – 6:00PM	Thursday:	8:30AM – 6:00PM
	Friday:	8:30AM – 6:00PM	Friday:	8:30AM – 6:00PM
	Saturday:	9:30AM – 1:00PM	Saturday:	9:30AM – 1:00PM
	Sunday:	11:00AM – 2:00PM	Sunday:	11:00AM – 2:00PM

(2) Provide three (3) years of audited financial statements, including notes to financial statements.

TD Bank's most recent financial information including audited financial reports and statements is available online at:

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

(3) Provide a brief list of the applicant's clients for which if provide similar banking services consisting of organization with annual budgets of no less than \$25 million.

Please refer to the References section. Our references would be happy to discuss their experience with you.

## About Us

TD Bank<sup>1</sup>, America's Most Convenient Bank, is one of the 10 largest banks in the U.S.<sup>2</sup>, with over 27,000 Colleagues and deep roots in the community dating back more than 150 years. TD Bank offers a broad array of retail, small business and commercial banking products and services to more than 9.5 million customers through our extensive network of more than 1,220 retail Stores throughout the Northeast, Mid-Atlantic, Metro D.C., the Carolinas and Florida. In addition to banking products, TD Bank and its subsidiaries provide clients with customized private banking and wealth management services through TD Wealth® and vehicle financing and dealer commercial services through TD Auto Finance.

TD Bank is a member of TD Bank Group and a subsidiary of The Toronto-Dominion Bank of Toronto, Canada, a top 10 financial services company in North America<sup>3</sup>. The Toronto-Dominion Bank trades on the New York and Toronto stock exchanges under the ticker symbol "TD".

For more information, visit [TD.com/us](https://www.td.com/us). Find TD Bank on Facebook at [facebook.com/TDBank](https://facebook.com/TDBank) and on Twitter at [twitter.com/TDBank\\_US](https://twitter.com/TDBank_US).

## Our Business Model

We're committed to delivering everything Customers would expect from a bank—plus, everything they wouldn't—while also protecting the health and well-being of our Customers and Colleagues in today's environment. We're dedicated to our Customers, Communities and Colleagues, to inclusion and diversity and to our environment. And we focus on always being more Customer-centric, more convenient, and more Unexpectedly Human, than any other bank.

- Legendary Service
- Longer Hours
- Live Customer Service 24/7
- Online and Mobile Banking
- Instant Debit Card Issuance
- Mobile Check-in available at Stores

## Key Statistics

TD Bank <sup>1</sup>	(As of 7/31/2020)
Total Assets	~\$407.1 billion
Total Deposits	~\$342.6 billion
Total Loans	~\$176 billion
Commercial	~\$100.8 billion
Personal	~\$75.2 billion
Retail Stores	1,220
ATMs <sup>4</sup>	2,788
Customers	~9.5 million
Employees	27,000
2020 Charitable Contributions <sup>5</sup>	\$18,369,739

## Credit Ratings<sup>6</sup>

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

For further details on financial information and credit ratings for The Toronto-Dominion Bank and TD Bank, N.A., please visit our Investor Relations website: [td.com/investor](https://td.com/investor)

<sup>1</sup> TD Bank refers to the U.S. retail business segment of TD Bank Group. Amounts are in U.S. dollars unless otherwise noted. Total Deposits and Total Loans reported are averages for the third quarter ended July 31, 2020. Total Loans include personal and business loans. Total Deposits include personal and business deposits as well as the insured deposit account agreement with TD Ameritrade. Total Assets based on TD Bank US Holding Company.

<sup>2</sup> Based on total deposits as of June 30, 2019. Source: SNL Financial, Largest Banks and Thrifts in the U.S. by total deposits.

<sup>3</sup> Based on assets as of April 30, 2019 (for Canadian peers).

<sup>4</sup> Total ATMs include Live, Mobile and TD Branded ATMs.

<sup>5</sup> Contributions provided through TD Charitable Foundation, the charitable giving arm of TD Bank, N.A., as reported from November 1, 2019 through July 31, 2020.

<sup>6</sup> Ratings on long-term debt (deposits) of The Toronto-Dominion Bank and TD Bank, N.A., as of July 31, 2020. Credit ratings are not recommendations to purchase, sell, or hold a financial obligation inasmuch as they do not comment on market price or suitability for a particular investor. Ratings are subject to revision or withdrawal at any time by the rating organization.

<sup>7</sup> For J.D. Power 2019 award information, visit [jdpower.com/awards](https://jdpower.com/awards).

## U.S. Retail Banking Lines of Business:

- ✓ Retail Banking
- ✓ Commercial Banking
- ✓ Wealth Management
- ✓ TD Auto Finance
- ✓ Corporate & Specialty Banking

## Operates retail Stores in 15 states and the District of Columbia:

Connecticut	New Jersey
Delaware	New York
D.C.	North Carolina
Florida	Pennsylvania
Maine	Rhode Island
Maryland	South Carolina
Massachusetts	Vermont
New Hampshire	Virginia

## TD's response to the COVID-19 crisis:

- TD launched the Community Resilience Initiative, leveraging philanthropy, Employees, and business to support strengthening communities during the pandemic.
- The TD Charitable Foundation redirected \$1 million toward innovative healthcare solutions to COVID-19; \$2 million toward financial literacy and to support small businesses.
- Increased funding to support United Ways and other community organizations to support communities struggling with food insecurity, basic needs, housing/rent, utility, and health care resource constraints during the COVID-19 crisis.

## Awards and Recognition:



TD Bank ranked Highest in Customer Satisfaction Among National Banks in the J.D. Power 2019 U.S. National Banking Satisfaction Study.<sup>7</sup>



## Global Finance Names The World's 50 Safest Banks 2019

NEW YORK, September 17, 2019 — *Global Finance* has announced its 28th annual ranking of the World's 50 Safest Banks. The full list is included here and will be published in the November issue.

European banks dominate the top of the World's Safest Banks again in 2019, taking the first ten positions and 17 of the top 25. Germany's KfW is in the top spot for the ninth year in a row.

Asian banks put in a strong showing in the top 20 once again, led by Singapore's DBS Bank at #14 and followed by OCBC (#15), United Overseas Bank (#17), Korea Development Bank (#18) and Export-Import Bank of Korea (#19).

"We designed the Global Finance Safest Banks rankings as a tool to compare the stability and security of banks all across the world. This year, changing trade policies are having a dramatic impact on economies everywhere, as is continuing political turmoil. We take pride in offering this metric to aid readers in choosing financial institutions, especially when they seek to enter new markets," says *Global Finance* publisher and editorial director Joseph D. Giarraputo.

*Global Finance's* annual ranking of the World's 50 Safest Banks has been the recognized and trusted standard of financial counterparty safety for a quarter-century. Winners were selected through an evaluation of long-term foreign currency ratings—from Moody's, Standard & Poor's and Fitch—of the 500 largest banks worldwide.

In addition to the World's 50 Safest Banks, the full report also includes the following: World's 50 Safest Commercial Banks, Safest Banks by Country, 50 Safest Banks in Emerging Markets, Safest Islamic Financial Institutions in the GCC, and Safest Banks by Region (Africa, Asia, Australasia, Central & Eastern Europe, Latin America, the Middle East, North America and Western Europe).

The full results of this exclusive survey will be published in the November issue of *Global Finance*. The top ten safest banks will be presented awards at a special ceremony to be held during the Annual Meetings of the IMF and World Bank in Washington DC at the National Press Club on October 19.

page 1 of 3

For editorial information please contact: Andrea Fiano, editor, email: [afiano@gfmag.com](mailto:afiano@gfmag.com)

Ratings current as of: August 30, 2019 / Press Release Date: September 17, 2019  
Updated Oct 4 to correct a rating error for Banque et Caisse d'Epargne de L'Etat.



### About Global Finance

*Global Finance*, founded in 1987, has a circulation of 50,000 and readers in 188 countries. *Global Finance's* audience includes senior corporate and financial officers responsible for making investment and strategic decisions at multinational companies and financial institutions. Its website — [GFMag.com](http://GFMag.com) — offers analysis and articles that are the legacy of 32 years of experience in international financial markets. *Global Finance* is headquartered in New York, with offices around the world. *Global Finance* regularly selects the top performers among banks and other providers of financial services. These awards have become a trusted standard of excellence for the global financial community.

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## Global Finance Names The World's 50 Safest Banks 2019

RANK	BANK NAME	COUNTRY
1	<b>KfW*</b>	GERMANY
2	<b>Zuercher Kantonalbank*</b>	SWITZERLAND
3	<b>BNG Bank*</b>	NETHERLANDS
4	<b>Landwirtschaftliche Rentenbank*</b>	GERMANY
5	<b>L-Bank*</b>	GERMANY
6	<b>Nederlandse Waterschapsbank*</b>	NETHERLANDS
7	<b>Kommunalbanken*</b>	NORWAY
8	<b>NRW.BANK*</b>	GERMANY
9	<b>Swedish Export Credit Corp.*</b>	SWEDEN
10	<b>Caisse Des Depots et Consignations*</b>	FRANCE
11	<b>Banque et Caisse d'Epargne de L'Etat</b>	LUXEMBOURG
12	<b>Royal Bank of Canada</b>	CANADA
13	<b>TD Bank</b>	CANADA
14	<b>DZ BANK</b>	GERMANY
15	<b>DBS Bank</b>	SINGAPORE
16	<b>Oversea-Chinese Banking Corporation</b>	SINGAPORE
17	<b>Svenska Handelsbanken</b>	SWEDEN
18	<b>United Overseas Bank</b>	SINGAPORE
19	<b>Korea Development Bank</b>	SOUTH KOREA
20	<b>The Export-Import Bank of Korea</b>	SOUTH KOREA
21	<b>Deutsche Apotheker- und Aerztebank</b>	GERMANY
22	<b>Banque Cantonale Vaudoise</b>	SWITZERLAND
23	<b>Industrial Bank of Korea</b>	SOUTH KOREA
24	<b>Swedbank</b>	SWEDEN
25	<b>DNB Bank</b>	NORWAY

### AWARDS CEREMONY

\*The World's Top Ten Safest Banks will be invited to *Global Finance's* Best Bank Awards ceremony at the National Press Club in Washington DC on October 19 during the IMF/World Bank Annual Meetings. For more information on the awards and/or ceremony please contact: Michael Ambrosio, email: [mambrosio@gfmag.com](mailto:mambrosio@gfmag.com).

## Global Finance Names The World's 50 Safest Banks 2019

RANK	BANK NAME	COUNTRY
26	SFIL	FRANCE
27	Banque Pictet & Cie	SWITZERLAND
28	The Bank of Nova Scotia	CANADA
29	ANZ Group	AUSTRALIA
30	Commonwealth Bank of Australia	AUSTRALIA
31	Nordea Bank	FINLAND
32	Westpac	AUSTRALIA
33	Bank of Montreal	CANADA
34	National Australia Bank	AUSTRALIA
35	Canadian Imperial Bank of Commerce	CANADA
36	SEB	SWEDEN
37	HSBC France	FRANCE
38	First Abu Dhabi Bank	UNITED ARAB EMIRATES
39	Hang Seng Bank	HONG KONG
40	Federation des caisses Desjardins	CANADA
41	AgriBank	UNITED STATES
42	Sparkassen-Finanzgruppe (Sparkassen)	GERMANY
43	UBS	SWITZERLAND
44	Rabobank	NETHERLANDS
45	CoBank	UNITED STATES
46	National Bank of Kuwait	KUWAIT
47	OP Corporate Bank	FINLAND
48	AgFirst	UNITED STATES
49	Farm Credit Bank of Texas	UNITED STATES
50	BNP Paribas	FRANCE

## Global Finance Names The World's 50 Safest Commercial Banks 2019

NEW YORK, September 17, 2019 — *Global Finance* has named the World's 50 Safest Commercial Banks for 2019 in an exclusive survey to be published in the November 2019 issue. For commercial banks to qualify for this ranking, they must not be majority owned by government or regional authorities.

The top eight banks on the list this year all had identical scores and are presented here ranked in order of total asset size.

North American banks performed very well again this year. Canadian banks took five of the top 20 positions, including the top two. And the United States landed eight banks on the list, more than any other country.

In addition to the World's 50 Safest Commercial Banks, the full report also includes the following: World's 50 Safest Banks, Safest Banks by Country, 50 Safest Banks in Emerging Markets, Safest Islamic Financial Institutions in the GCC, and Safest Banks by Region (Africa, Asia, Australasia, Central & Eastern Europe, Latin America, the Middle East, North America and Western Europe).

Banks were selected through an evaluation of long-term foreign currency ratings—from Moody's, Standard & Poor's and Fitch—of the 500 largest banks worldwide.

"In recent years regulations have tightened even as digital technologies open new possibilities for better, more efficient treasury operations. Corporate treasurers, who need a stable, secure partner in their commercial bank, can use this ranking to evaluate which banks offer the best combination of stability, security and commercial insight," says Joseph Giarraputo, publisher and editorial director of *Global Finance*.

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For editorial information please contact: Andrea Fiano, editor, email: [afiano@gfmag.com](mailto:afiano@gfmag.com)  
Ratings current as of: August 30, 2019 / Press Release Date: September 17, 2019



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## Global Finance Names The World's 50 Safest Commercial Banks 2019

RANK	BANK NAME	COUNTRY
1	Royal Bank of Canada*	CANADA
2	TD Bank	CANADA
3	DZ BANK	GERMANY
4	DBS Bank	SINGAPORE
5	Oversea-Chinese Banking Corporation	SINGAPORE
6	Svenska Handelsbanken	SWEDEN
7	United Overseas Bank	SINGAPORE
8	Deutsche Apotheker- und Aerztebank	GERMANY
9	Swedbank	SWEDEN
10	DNB Bank	NORWAY
11	Banque Pictet & Cie	SWITZERLAND
12	The Bank of Nova Scotia	CANADA
13	ANZ Group	AUSTRALIA
14	Commonwealth Bank of Australia	AUSTRALIA
15	Nordea Bank	FINLAND
16	Westpac	AUSTRALIA
17	Bank of Montreal	CANADA
18	National Australia Bank	AUSTRALIA
19	Canadian Imperial Bank of Commerce	CANADA
20	SEB	SWEDEN
21	HSBC France	FRANCE
22	First Abu Dhabi Bank	UNITED ARAB EMIRATES
23	Hang Seng Bank	HONG KONG
24	Federation des caisses Desjardins	CANADA
25	AgriBank	UNITED STATES

### AWARDS CEREMONY

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## Global Finance Names The World's 50 Safest Commercial Banks 2019

RANK	BANK NAME	COUNTRY
26	UBS	SWITZERLAND
27	Rabobank	NETHERLANDS
28	CoBank	UNITED STATES
29	National Bank of Kuwait	KUWAIT
30	OP Corporate Bank	FINLAND
31	AgFirst	UNITED STATES
32	Farm Credit Bank of Texas	UNITED STATES
33	BNP Paribas	FRANCE
34	U.S. Bancorp	UNITED STATES
35	LGT Bank	LIECHTENSTEIN
36	Credit Agricole	FRANCE
37	Groupe BPCE	FRANCE
38	Banque Federative du Credit Mutuel	FRANCE
39	BNY Mellon	UNITED STATES
40	Kookmin Bank	SOUTH KOREA
41	Shinhan Bank	SOUTH KOREA
42	State Street	UNITED STATES
43	Qatar National Bank	QATAR
44	National Bank of Canada	CANADA
45	Northern Trust	UNITED STATES
46	Suncorp-Metway	AUSTRALIA
47	Kiwibank	NEW ZEALAND
48	HSBC Holdings	UNITED KINGDOM
49	ABN AMRO Bank	NETHERLANDS
50	BNP Paribas Fortis	BELGIUM



## Management, Supervisory and Staff Qualifications and Experience

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The section of the proposal should establish the method, which will be used by the Proposer to manage the Scope of Work as well as identify key personnel assigned to the Scope of Work.

Respondents should:

(1) Describe the financial institution's experience in providing services within the public sector, with particular attention to municipalities.

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

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

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

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

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

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



## Management, Supervisory and Staff Qualifications and Experience

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

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

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

TD Bank, America's Most Convenient Bank®, continues to be a growth bank. TD Bank has been serving the public sector for over 30 years and currently assists many municipal entities from Maine to Florida. The majority of these institutions utilize TD Bank as their primary bank of choice for Payroll and Operating accounts. TD Bank realized years ago that Government entities have unique needs and require a higher level of customer service. In addition, TD Bank recognized that many of these entities had to comply with numerous statutes that dictated how they conducted their financial affairs. In order to meet these needs, Government Banking was developed. Our Relationship Management Team is well-versed in public finance and how to structure accounts and treasury management solutions that provide cost savings, maximize interest earnings, and simplify the way our municipal clients conduct business.

We are convinced that our innovative approaches and commitment to detail set us apart from the competition. Our government bankers are dedicated to understanding NMCRA's banking needs and are available to provide cost-effective solutions the moment those needs change.



## Management, Supervisory and Staff Qualifications and Experience

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(2) Describe the experience of the financial institution and staff expected to be assigned to this contract for purposes of customer service operations, cash management and investments. Include the name, title, location, email address, phone number, and hours of availability for each person. Briefly detail the credential and experience of each person named for the relation team.

- Provide education, experience, and applicable professional credentials of project staff.
- Furnish brief resumes (not more than one (1) page each) for the proposed Project Manager and other key personnel.
- Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
- Include a project organization chart which clearly delineates communication/reporting relationships among the project staff.
- Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of CNMRA.

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

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

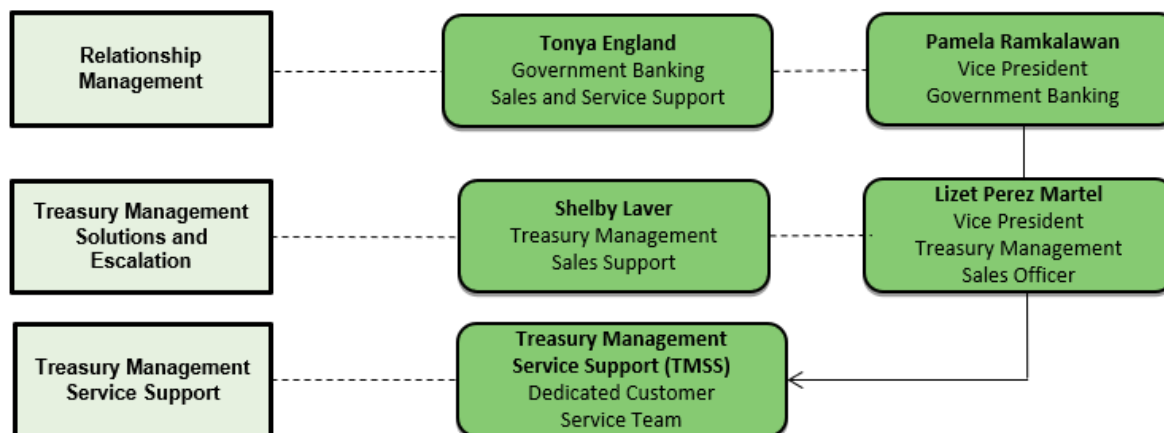
Pamela Ramkalawan will serve as NMCRA's primary contact. Pamela Ramkalawan will anchor all of NMCRA's banking and service activities. Together with your assigned Relationship Management Team, Pamela Ramkalawan would be involved with all aspects of your banking relationship and be available to provide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

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

## Management, Supervisory and Staff Qualifications and Experience



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



### **Pamela Ramkalawan** **Vice President, Government Banking Officer**

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



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

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

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



## Management, Supervisory and Staff Qualifications and Experience

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

### **Tonya England**

#### **Government Banking Sales and Service Specialist**

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

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

### **Lizet Perez Martel**

#### **Vice President, Treasury Management Officer**

255 Alhambra Circle, 2nd floor  
Coral Gables, FL 33134  
Phone: (305) 441-5698  
Cell: (786) 859-1789  
Fax: (305) 441-2625  
Email: [Lizet.PerezMartel@td.com](mailto:Lizet.PerezMartel@td.com)



Lizet Perez Martel has 12 years of banking experience with 7 years in the treasury management field. She began her banking career in June of 2008 with Regions Bank and joined TD Bank in December 2010. She has extensive banking knowledge especially in treasury management. Her primary responsibilities are to develop solutions and advise Commercial, Corporate, and Government Banking Clients on their treasury management needs.

In addition to providing the highest level of service to her customers, Lizet is actively engaged in serving the community. She has been serving as a volunteer of the Great Strides-Cystic Fibrosis Foundation since 2012. Great Strides helps provide people with Cystic Fibrosis the opportunity to lead full and productive lives by funding research and drug development, promoting individualized treatment, and ensuring access to high-quality specialized care.

Lizet currently resides in Miami, FL with her family.

### **Shelby Laver**

#### **Treasury Management Sales Support Specialist**

1025 South Babcock Street  
Brevard, FL 32901  
Phone: (321) 951-3036  
Cell: (321) 474-5270  
Email: [Shelby.Laver@td.com](mailto:Shelby.Laver@td.com)



## Management, Supervisory and Staff Qualifications and Experience

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Shelby Laver is the Treasury Management Sales Support Specialist for the Miami Dade Market at TD Bank, America's Most Convenient Bank®. In her role, Shelby supports multiple sales officers with the daily responsibilities of implementing new customers and maintaining relationships with existing customers by assisting with their banking needs. Shelby has over 16 years of banking experience and received her degree in Business Administration from Daytona State College. Prior to working in the banking industry she was in the Accounts Payable Department at the Volusia County School Board for over 7 years. She is dedicated to ensuring that all TD Bank customers receive the highest level of customer service.

**Howard Miller**  
**Vice President, Store Manager**

12620 Biscayne Blvd,  
North Miami, FL 33181  
Phone: (305) 892-1792  
Cell: (305) 915-3268  
Fax: (305) 892-1792

Howard Miller is the local Store Manager of the North Miami TD Bank Branch. He will be available to assist and support the relationship management team with any of NMCRA's local needs. Howard has 20 years of banking experience with his past 3 years of experience servicing the local North Miami area.

**Treasury Management Services Support (TMSS)**

Phone: (866) 475-7262  
Email: [TMSS@td.com](mailto:TMSS@td.com)

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

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

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

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

For matters of a more strategic nature or if an issue requires escalation, NMCRA may contact any member of its Relationship Management Team. Your Relationship Management Team is available by phone or email to meet at your convenience. The team is comprised of experts at all levels of our organizational structure, each bringing unique talents and experiences that will be utilized to provide creative, cost-effective solutions and assistance with all research and adjustment inquiries. This team has an intimate knowledge of your banking structure and will be able to provide support at a moment's notice.



## Management, Supervisory and Staff Qualifications and Experience

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NMCRA may also email us at [TMSS@td.com](mailto:TMSS@td.com) to follow up on resolving outstanding inquiries in the event of the absence of NMCRA's Relationship Management Team.

Describe your firm's understanding of the services requested in this Solicitation and your firm's strengths in performing these services.

Respondents shall provide a narrative, which addresses the Scope of Work and shows Responder understands the CNMRA's needs and requirements.

Respondents should:

(1) Describe the approach to completing the tasks specified in the Scope of Services.

### **3.1 SCOPE OF SERVICES**

The purpose of this Request for Proposals is to obtain the services of a qualified institutions capable of providing the necessary banking and related services for the North Miami Community Redevelopment Agency (NMCRA), in conformity with the requirements contained herein.

TD Bank is qualified to meet the financial service needs of NMCRA.

### **3.2 BACKGROUND**

The North Miami Community Redevelopment Agency (NMCRA) is an independent government agency that was fully established in 2005 by the City of North Miami and Miami Dade County, under Chapter 163 of the Florida Statutes. The NMCRA is charged with the responsibility of eliminating conditions of blight that exist within North Miami and helping to improve the quality of life by revitalizing North Miami's physical, economic, educational and social resources. The designated Community Redevelopment Area comprises of some 3,250 acres, approximately 60% of the City.

TD Bank is qualified to meet the financial service needs of NMCRA.

### **3.3 INTENT AND DURATION**

It is the intent of the North Miami Community Redevelopment Agency (NMCRA) to select one Bank to provide full banking services for all (NMCRA) funds. The objectives are to obtain the best banking services while minimizing the cost to the Agency (NMCRA).

The contract for banking services shall commence within One Hundred and twenty (120) days of selection of the Depository Bank and shall terminate five (5) years after the date of commencement. The (NMCRA) reserves the right to renew the contract for three (3) additional one (1) year terms pending a mutual agreement between the (NMCRA) and the vendor, and a review by the (NMCRA) of vendor's contract performance for the previous year. The contract may be terminated by the contractor upon six (6) months prior written notice to the (NMCRA) in the event of substantial failure by the (NMCRA) to perform in accordance to the terms of the contract through no fault of the contractor. It may also be terminated by the (NMCRA) with or without cause forthwith upon giving oral or written notice to the Contractor.



Prices, terms, and conditions shall remain firm throughout this contract period unless modified or canceled in accordance with the provisions of this Proposal. Should the agreement be renewed, then the pricing of services for the next three (3) twelve (12) month periods may be increased by an amount not to exceed 2.0% or the Consumer Price Index-All Urban Consumers for Miami-Fort Lauderdale as published by the U.S. Department of Labor, whichever is less.

TD Bank reserves the right to change its rate and methodology from time to time in its sole and absolute discretion without regard to any external interest rate index or market conditions.

### 3.4 CONTRACT OBJECTIVES

The Proposal shall address at a minimum the following objectives:

- Actual daily operational banking needs of the (NMCRA).
- Provide maximum service to the (NMCRA) while minimizing costs to the (NMCRA).

TD Bank is qualified to meet the daily operational banking service needs of NMCRA.

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

In this tailored solution, NMCRA will receive an Earnings Credit Rate (ECR) of **0.60%**. All excess funds not required to offset service fees will automatically receive an interest rate **0.20%**. The ECR and interest rate are bank managed and subject to change at any time at the bank's discretion.

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

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

TD Bank reserves the right to change its rate and methodology from time to time in its sole and absolute discretion without regard to any external interest rate index or market conditions.

### 3.5 ACCOUNT MAINTENANCE

The North Miami Community Redevelopment Agency (NMCRA) currently maintains two (2) accounts using a combination of concentration, zero-balance and disbursement accounts, as well as one (1) stand-alone relationship account. (NMCRA) reserves the right to open additional accounts during the contract period at the price proposed in this proposal.

#### **General Overview of Current Accounts (NMCRA) Accounts and Procurement Card**

- Main Operation Account
- Money Market, Interest Bearing Account
- Credit Card Merchant Accounts (7 ZBA)

All balances for ZBA accounts will be maintained in the Operating/Concentration Account. The Payroll, Accounts Payable, Credit Cards and Utility accounts will be reimbursed at the close of the business day, or at the opening of the business day following the day the checks are presented for payment, depending on the Bank's policy. The zero-balance accounts will always have a zero ledger balance at the beginning of each business day. Deposits through the selected armored car service will be deposited to the Operating/Concentration account and/or Utility Billing Account and all deposit tickets will reflect the account number for the Operating/Concentration account. Deposits to the Utility Billing and Credit Card accounts may also be electronic or through lockbox services.

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

Benefits of TD Zero Balance Accounts are:

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

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

TD Bank reserves the right to change its rate and methodology from time to time in its sole and absolute discretion without regard to any external interest rate index or market conditions.

### **NMCRA ACCOUNTS**

#### **Main Operating Account**

This account is the main deposit and disbursement account used for routine daily operations, including but not limited to:

1. Deposits from other Government Agencies (County, State and Federal) in the form of ACH and wire transfers and checks.
2. Payments by check, ACH, EFT and wire transfer.
3. Deposits from Credit Card Merchant Accounts via ACH.

TD Bank is qualified to meet the financial service needs of NMCRA.

Please refer to the Fee Proposal Section for a breakdown of all accounts, services, and associated costs.

### 3.6 AVAILABILITY OF FUNDS

Awarded Bank agrees to credit the North Miami Community Redevelopment Agency's Main Operating Account for Incoming Wire Transfers the same day, regardless of the time of receipt during the day.

All checks will be based on the awarded Bank's "availability schedule". Proposing banks are required to attach a copy of their current "availability schedule" to the Proposal. Awarded Bank agrees to notify the Finance Director and CRA Director, in writing, of any changes to the schedule. The (NMCRA) reserves the right to periodically audit the awarded Bank's compliance with the existing "availability schedule".

Electronic deposits and wire transfers will be available on the business day we receive the deposit. Funds are considered deposited on the business day we receive them. NMCRA will be able to see the credits applied via TD eTreasury.

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

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

Checks deposited via remote capture before 9:00 p.m. ET receive same day credit with next day availability.

Availability of foreign check deposits is as follows:

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

**All Other Checks** – Checks drawn on any other country will be sent to the foreign check collection department. For checks under \$2,500 USD, the funds will generally be made available within 3 – 5 business day of the receipt by the check collection department. For items greater than \$2,500 USD, checks will be sent to collections with an estimated 6 – 8 week timeframe for funds availability. A fee of \$17.50 will apply for all items regardless of the amount.

**US Funds** – Checks written in USD on any foreign bank except for Canada, the 6 – 8 week time frame for availability applies. A \$17.50 fee will be applied by TD Bank for these items. Additional fees may be charged by the correspondent bank. TD Bank is unable to determine the amount of the fee charged by the correspondent bank.



### 3.7 POSITIVE PAY

The awarded Bank is required to provide Positive Pay services or other services designed to prevent to protect and prevent the occurrence of fraudulent transactions on the North Miami Community Redevelopment Agency (NMCRA) Accounts. The positive pay file should include a match to the check number, the amount and the check payee information.

TD Positive Pay is recommended for any account used for check clearing and is the best method for preventing check fraud. This value added service will mitigate risk and provide comfort and security for NMCRA. Positive Pay compliments the internal security measures you employ to ensure that only authorized checks are paid.

Through Positive Pay, in the event that a check paid does not match either the serial number or amount of the check issued, TD Bank will notify NMCRA to make the decision to pay the check or return the check unpaid. You will receive information on exception items by 10:00 a.m. ET each business day.

We ask that you review items and enter your pay or return decisions by 2:00 p.m. ET, which provides a four hour window for the review of exception items.

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

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

Benefits of TD Positive Pay are:

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

Our proposed Account Reconciliation solution will enable NMCRA to manage outstanding items through file transmissions of checks issued, voided, re-issued, cancelled, etc. You may choose to more cost-effectively “void” checks prior to stop payments expiring or in lieu of placing additional stop payments, ensuring that items presented would appear as exceptions either at our teller windows or in your daily Positive Pay exceptions reviewed in TD eTreasury.



There is no limit on the volume of positive pay exceptions that our system can handle.

TD Bank also offers Positive Pay with Payee Name Verification as an optional service enhancement, which is a process that requires payee information to be provided to the Bank on the positive pay issue file before the checks are mailed and/or distributed. TD Bank will then process the payee information and store it on our Account Reconciliation platform. When checks come in for payment, TD Bank uses optical recognition software to lift the payee name from the cleared check. This lifted payee name is then compared to the name originally supplied on the Positive Pay issue file. If the name is a match, no further processing is needed. If the lifted payee name is not a match, then the item will be sent for approval to pay the item or return it.

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

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

In addition to Positive Pay for accounts that disperse checks we also recommend implementing Check Block on accounts with no check activity. From an operational standpoint, as checks are presented against the account, the system will be triggered to automatically reject all attempted check debits preventing any possible check fraud from occurring.

### **3.8 DAILY BALANCE REPORT NOTIFICATION**

The awarded Bank will be required to provide the daily balance notification to (NMCRA). This notification will be required by 8:00 am, via a computer terminal. This notification will be to the attention of the Finance Director, or designee, and will consist of the following minimum information:

- 3.8.1 Ledger Balance
- 3.8.2 Available (or collected balance)
- 3.8.3 Float for 1,2 and 3 day
- 3.8.4 Summary of debit and credit postings

The available balance shall include the proceeds returned to the Bank from any bank-initiated repurchase agreement from the previous business day. It shall also include the proceeds of all wire transfers received the previous business day, regardless of time of receipt.

NMCRA may choose to create custom email alerts for incoming ACH and wire transfers into its accounts. These alerts would be generated through TD eTreasury.



TD eTreasury offers two types of email notifications. The first is categorized as an Alert. This is an email notification advising of an action to be taken or a transaction that has occurred. Minimal information is included with an Alert, and a user will need to log in to TD eTreasury to take appropriate action. The second type is Automated Report Delivery (ARD). This service allows a user to receive a PDF via email. A user may configure the PDF to contain the data of any information or payment report (standard or customized) without logging into TD eTreasury. ACH and Wire information is sent as an ARD. Authorized users will receive an Alert via email for account transfers.

In addition, TD eTreasury has both current day reporting and previous day reporting to supplement NMCRA's notification needs.

TD eTreasury provides efficient features for immediate access to account information. Through our online platform, items are processed in real-time and post to your account at the time they are presented.

TD eTreasury will provide NMCRA real-time balance reporting and is constantly updated throughout the day. The Information Reporting module provides account number, account name, ledger date, view details, opening available balance, one day float, total debit amount, total credit amount and closing ledger balance. Under "View Details", you will be able to view all account transactions including BAI code, SWIFT code, transaction description, transaction detail, amount, debit/credit indicator, bank reference, customer reference and images (deposit ticket, deposited items and checks paid).

The following reports are available through TD eTreasury: Incoming ACH Details, Multi-Day Statement, Wire Confirmation Summary, Wire Confirmation Detail, Controlled Disbursement Detail, Controlled Disbursement Summary, ACH Detail, ACH Summary, Current Day Combination, Current Day Detail New Items, Current Day Detail, Current Day Summary, Paid Check, Prior Day Detail No Check, Prior Day Combination, Prior Day Detail, Prior Day Summary and many more customizable reports. TD eTreasury does have an automated report delivery feature that allows reports within eTreasury to be e-mailed to anyone within the organization.

This portal provides a clear cross-reference of transactions between the zero balance accounts and additional reports may be created for the ZBA activity. The Bank will work with NMCRA to create a report that provides the detailed activity between the Operating account and the zero balance accounts. In addition, the monthly bank statement provides a clear cross-reference for the ZBA transfers, which includes the type of transfer (debit or credit) along with the checking account information where the funds were sent to or received from.

Transaction types reported in current day information include ACH credits and debits, wire transactions, teller activity, internal transfers, returned items, and Controlled Disbursement activity. Previous day information is available by 5:00 a.m. ET. Online images of deposit items and deposit tickets are available through TD eTreasury along with current and prior-day balance and transaction reporting.

TD eTreasury also offers a wide array of industry standard and customizable formats for download, including:

- PDF
- Semicolon Separated
- Excel
- SWIFT
- Tab Separated
- Rich Text Format (RTF)
- BAI II
- Custom Formats
- Comma Separated

### 3.9 PROACTIVE NOTIFICATION

The awarded Bank will be required to provide the daily balance proactive notification to the (NMCRA). This notification will be required by 8:00 am, via a computer terminal. This notification will be to the attention of the Finance Director, or other designee, and will consist of the following information:

3.9.1 Positive Pay decision

3.9.2 Returned Items – Check deposits or ACH

3.9.3 Wire Transfers – Income or outgoing (this notification should also occur in real-time).

Please see previous response regarding TD eTreasury notifications and reporting.

### 3.10 DIRECT DEPOSIT

The bank shall provide direct deposit of payroll (approximately 25 employees) with file transmission by direct computer link. The direct deposit program should be able to distribute an employee's earnings to a minimum of four (4) accounts.

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

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

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

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

These options are:

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

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

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

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

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

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

### **3.11 WIRE TRANSFERS**

The (NMCRA) receives various wire transfers throughout the month. The (NMCRA) will also disburse funds via repetitive wire transfers upon online request of an authorized person, or non-repetitive wire transfers upon online request of an authorized person and confirmation by a second authorized person. The initiator and authorizer must never be the same authorized person.

The (NMCRA) desires to enter into a Wire Transfer agreement with the awarded Bank for all incoming and outgoing wire transfers. The Bank is requested to provide a copy of its Wire Transfer agreement with its Proposal. Said agreement must take into consideration the provisions of UCC Article 4A.

#### Incoming Wires

Electronic deposits and wire transfers will be available on the business day we receive the deposit. Funds are considered deposited on the business day we receive them. NMCRA will be able to see the credits applied via TD eTreasury.

Advice information is also available real-time via TD eTreasury. Advices are also available via real-time email, fax or US mail. There is an additional charge for fax or mail service.

### Outgoing Wires

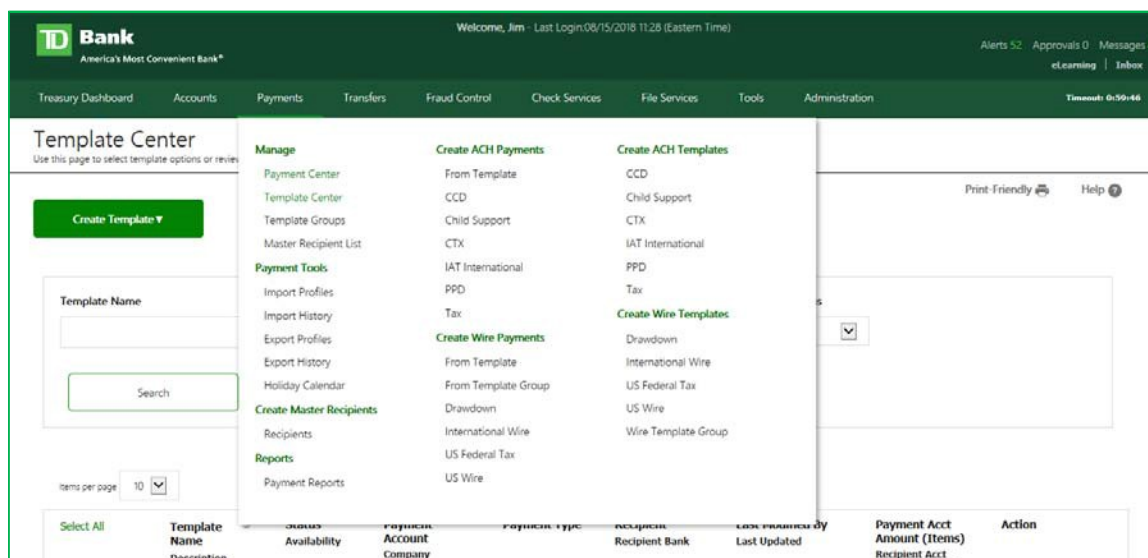
There are two options available, in-store or online, for the initiation of outgoing wire transfers. TD eTreasury provides the most secure means to initiate repetitive or free-form wire transfers.

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

On TD eTreasury, current day wires with a Fedwire payment method must be submitted by 5:00 p.m. ET. International foreign currency wires must be submitted by 3:00 p.m. ET. US Fed Tax payments must be submitted by 4:00 p.m. ET. Due to the nature of international wires in foreign currency, same day settlement cannot be guaranteed. Users may elect to create a payment instruction status alert in eTreasury to notify them when a wire is pending their approval, and this alert will be sent directly to your work email address. Additional alerts are available for receipt of an incoming or outgoing wire, etc. Email wire notifications directly from our wire system are also available.

Within TD eTreasury, you'll follow the simple steps below to initiate a wire transfer:

- Navigate to the Payments Module
- Select Wires and then New Wire Payment
- Choose to initiate a Wire from a Template or Non-Repetitive (free-form) Payment
  - If initiating from a Template, choose Create Payment from Template
    - Select one or more Templates to initiate and then click Create Payment
    - Enter the required data
    - Date, Dollar Amount, Details of Payment (all other data should exist from the initial creation of the template)
    - Click Preview Payment and then Submit
  - If initiating a Non-Repetitive Payment, select the Payment Type and then click Continue
    - Enter the required data
    - Debit Account, Reference for Beneficiary, Details of Payment, Debit Amount, Date, Frequency of Payment, Beneficiary Account Number, Beneficiary Name, Beneficiary Address, Beneficiary Bank Information
    - Click Preview Payment and then Submit



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

Please refer to TD Bank's Sample Cash Management Master Agreement in the Appendix section.

### 3.12 STATEMENT AND ADVICE FREQUENCY

Monthly bank statements will be for the full calendar month and will be delivered (mailed) to the Finance Department within seven (7) business days and available online within one (1) business day after the end of the month. The statement must be addressed to the CRA Finance Department and not to an individual. The statement must also be accessible on line.

A Monthly Account Analysis Statement Report for a particular month will be completed and delivered to the Finance Department within ten (10) business days after the end of the month. This analysis will contain unit cost, monthly units, average daily balance, float and any and all charges for activities related to services performed for the (NMCRA). The payment of fees (preferable settled and paid monthly) to the Bank can be by hard dollar payment, deducted via account analysis from interest or using a compensating balance with the bank. The account analysis statement must be addressed to the CRA Finance Department and not to an individual. The statement must also be accessible on line.

NMCRA will have access to monthly statements online, which will be available the first day after month end via TD eTreasury along with a rolling 365-day history of front and back images of paid checks, deposit items, deposit tickets, and returned items organized by date and by account. Search fields include transaction type, dollar amount, dollar range, bank/customer reference, serial number, date, and date range.

TD Bank supports all commercially acceptable forms of data transmission protocols for file delivery, including but not limited to the following:

- FTP with PGP
- Secure FTP
- HTTPS (secure internet)

TD eTreasury also offers a wide array of industry standard and customizable formats for download, including:

- PDF
- Semicolon Separated
- Excel
- SWIFT
- Tab Separated
- Rich Text Format (RTF)
- BAI II
- Custom Formats
- Comma Separated

Intraday electronic bank statements are available in BAI format. Prior Day electronic bank statements are available in MT940 and BAI format. We also offer PDF eStatements with seven years of history as well as summary and detail transaction exporting in a variety of delimited and fixed file formats.

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

### 3.13 DESIGNATED ACCOUNT EXECUTIVE

The North Miami Community Redevelopment Agency (NMCRA) requests that the proposing banks provide the names of a designated account executive, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business. Resumes must be provided for all key account executives designated to service this account.

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

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



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

**Pamela Ramkalawan**

**Vice President, Government Banking Officer**

5900 N. Andrews Ave. 2<sup>nd</sup> Floor

Ft. Lauderdale, FL 33309

Phone: (954) 233-2064

Cell: (561) 866-8368

Fax: (954) 233-2037

Email: Pamela.Ramkalawan@td.com

**Tonya England**

**Government Banking Sales and Service Specialist**

5900 N. Andrews Ave. 2<sup>nd</sup> Floor

Ft. Lauderdale, FL 33309

Phone: (954) 233-2054

Fax: (954) 233-2037

Email: Tonya.England@td.com

**Lizet Perez Martel**

**Vice President, Treasury Management Officer**

255 Alhambra Circle, 2nd floor

Coral Gables, FL 33134

Phone: (305) 441-5698

Cell: (786) 859-1789

Fax: (305) 441-2625

Email: Lizet.PerezMartel@td.com

**Shelby Laver**

**Treasury Management Sales Support Specialist**

1025 South Babcock Street

Brevard, FL 32901

Phone: (321) 951-3036

Cell: (321) 474-5270

Email: Shelby.Laver@td.com

**Howard Miller**

**Vice President, Store Manager**

12620 Biscayne Blvd,

North Miami, FL 33181

Phone: (305) 892-1792

Cell: (305) 915-3268

Fax: (305) 892-1792

Please refer to the Management, Supervisory and Staff Qualifications and Experience section for the Relationship Management Team's resumes.



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

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

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

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

For matters of a more strategic nature or if an issue requires escalation, NMCRA may contact any member of its Relationship Management Team. Your Relationship Management Team is available by phone or email to meet at your convenience. The team is comprised of experts at all levels of our organizational structure, each bringing unique talents and experiences that will be utilized to provide creative, cost-effective solutions and assistance with all research and adjustment inquiries. This team has an intimate knowledge of your banking structure and will be able to provide support at a moment's notice.

NMCRA may also email us at [TMSS@td.com](mailto:TMSS@td.com) to follow up on resolving outstanding inquiries in the event of the absence of NMCRA's Relationship Management Team.

### **3.14 ACCESS TO BANK RECORDS**

The North Miami Community Redevelopment Agency (NMCRA), or its authorized representatives, shall have access to the books and records maintained by the Bank with respect to such (NMCRA) bank accounts at all reasonable times, including the inspection or copying of such books and records and all memoranda, checks, correspondence or documents pertaining thereto. Such books and records shall be preserved by the Bank as required by applicable regulatory bodies.

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

TD Bank's most recent financial information is available online at:

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

### 3.15 OTHER BANKING SERVICES AND CONDITIONS

3.15.1 All returned checks due to insufficient funds will not be automatically re-deposited but returned to the (NMCRA). NSF checks will be debited to the account originally credited.

TD Bank provides an automatic redeposit service for both dishonored items. NMCRA's profile/special instructions will dictate criteria for which items are eligible for redeposit and also provides a specified dollar value. Dishonored items are only eligible for redeposit once and would be represented to the account it was originally presented to.

Returned checks will be mailed to NMCRA's Treasurer via First Class Mail. A previous day return item report is also available on TD eTreasury containing 365 days of return item history listing, an image of the returned item, the date of the return, and the dollar amount.

TD Bank supports electronic (ACH) presentment of returned items. TD Bank can produce a detailed return item transmission/flat file with basic text. Text file would include MICR line detail and other pertinent data. A file would be sent to NMCRA via a secure network. If a flat file were not acceptable, TD Bank would make every effort to accommodate your specific file format and reporting requirements.

TD Bank can include checking account and ABA number, check number, check amount, original deposit date and reason code on a return item file transmission today.

TD eTreasury offers electronic return notification. You may receive notification by email or through TD eTreasury's prior day report. Information included in each notification includes: check number, amount, and return date. The image of the return item will also be available online.

Reports and the data included in the reports can be customized and exported in multiple formats for your convenience.

3.15.2 At no time will any charges be applied against any of the accounts established through this RFP. All charges will be paid through the account analysis. Should the (NMCRA) desire to add services not contemplated in this RFP, those charges will be covered by inclusion in the analyzed services or by direct invoice, as directed by (NMCRA). Unless agreed to by the (NMCRA), this RFP will contain all the costs associated with providing banking services, as requested, to the (NMCRA). Additional costs not previously approved or authorized by (NMCRA) will not be paid.

All costs associated with proposed services will run through account analysis.

TD Bank would be happy to discuss additional services that interest NMCRA and can provide additional pricing once more information is obtained.

Please refer to the Fee Proposal section for all costs associated with proposed services.



3.15.3 The (NMCRA) will deposit funds equal to or exceeding the gross amount of checks issued and/or wire transfers out. However, if an overdraft occurs due to a clerical error or oversight, all checks presented for payment shall be honored. The Bank will notify the Finance Director and designee immediately so that corrective action can be taken. The Proposer further agrees to waive any penalties or charges if the overdraft is remedied within one business day.

Overdrafts are closely monitored by the Relationship Manager, Pamela Ramkalawan, who has the ability to authorize the payment of the related items. We recognize that overdrafts do occur on occasion and will work with NMCRA if such an event does occur. Your Relationship Manager or another representative from your Relationship Management Team will contact you the morning the overdraft occurs to determine how the overdrawn items will be funded.

It is important to note that overdraft charges will be directly debited from the Settlement Account on the 15th of the month following the overdraft. These charges are no longer run through the Account Analysis.

3.15.4 All Stop Payment Orders will be transmitted either through Online Banking System or via phone with written follow-up. Upon receipt of the order, the Bank will examine its records and inform the (NMCRA) as to whether the specified check has or has not been cashed. If the Bank determines that the specified check has been paid, the Bank will forward to the (NMCRA) a copy of said check. If the Bank determines that the specified check has not been paid, the Bank will immediately issue its internal stop payment order and confirm the execution of said order to the (NMCRA). Cancellations of Stop Payment Orders (if any) will be processed as above.

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

TD eTreasury will verify if a check has been paid before processing the stop payment request. Front and back images of cleared checks are also available online for NMCRA's convenience.

Stop payments remain in effect for 365 days. If NMCRA would like to extend the stop payment beyond 365 days, a second stop payment must be placed. Renewed stop payments will be assessed the stop payment fee. NMCRA may request stop payments for a range of checks as long as the checks are in sequential order and the range is 25 or less.

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

3.15.5 The Bank will offer the (NMCRA) the ability to lock all bank accounts from ACH debits from outside sources. The (NMCRA) will provide any exception to the Bank in writing.

TD Bank's ACH Debit Block and Filter system provides added security against electronic fraud. The system enables NMCRA to authorize specific ACH payments to debit / credit its accounts.



Any unauthorized ACH transactions received will be returned to the originator. To establish the service, you will need to complete an Electronic Payment Authorization (EPA) – ACH Debit Filter Profile that identifies your checking account number(s) and the filter criteria for the debits you want the bank to honor. Upon receipt of an executed request to place a filter or block on an account, the bank will implement system settings to reflect your instructions. The system settings are applied to the best of our ability. This service is not a guarantee, but is offered under the same commercial standards that we apply to all bank services.

3.15.6 The (NMCRA) anticipates a need for a Positive Pay service. Please provide a complete description of any positive payment programs your Bank may have. Include details and a listing of all fees (if any).

TD Positive Pay is recommended for any account used for check clearing and is the best method for preventing check fraud. This value added service will mitigate risk and provide comfort and security for NMCRA. Positive Pay compliments the internal security measures you employ to ensure that only authorized checks are paid.

Through Positive Pay, in the event that a check paid does not match either the serial number or amount of the check issued, TD Bank will notify NMCRA to make the decision to pay the check or return the check unpaid. You will receive information on exception items by 10:00 a.m. ET each business day.

We ask that you review items and enter your pay or return decisions by 2:00 p.m. ET, which provides a four hour window for the review of exception items.

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

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

Benefits of TD Positive Pay are:

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



Our proposed Account Reconciliation solution will enable NMCRA to manage outstanding items through file transmissions of checks issued, voided, re-issued, cancelled, etc. You may choose to more cost-effectively “void” checks prior to stop payments expiring or in lieu of placing additional stop payments, ensuring that items presented would appear as exceptions either at our teller windows or in your daily Positive Pay exceptions reviewed in TD eTreasury.

There is no limit on the volume of positive pay exceptions that our system can handle.

TD Bank also offers Positive Pay with Payee Name Verification as an optional service enhancement, which is a process that requires payee information to be provided to the Bank on the positive pay issue file before the checks are mailed and/or distributed. TD Bank will then process the payee information and store it on our Account Reconciliation platform. When checks come in for payment, TD Bank uses optical recognition software to lift the payee name from the cleared check. This lifted payee name is then compared to the name originally supplied on the Positive Pay issue file. If the name is a match, no further processing is needed. If the lifted payee name is not a match, then the item will be sent for approval to pay the item or return it.

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

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

In addition to Positive Pay for accounts that disperse checks we also recommend implementing Check Block on accounts with no check activity. From an operational standpoint, as checks are presented against the account, the system will be triggered to automatically reject all attempted check debits preventing any possible check fraud from occurring.

Please refer to the Fee Proposal section for all associated fees.

3.15.7 The (NMCRA) has a need for an “imaging” service for all cancelled checks as well as deposited checks. Please provide details and a listing of all fees (if any).

Our TD eTreasury system offers 365-day storage of detailed banking history for all of NMCRA's accounts including balances, transactions, images of all paid checks, deposit items, deposit tickets, and returned items organized by date and by account. Search fields also include transaction type, dollar amount, dollar range, bank/customer reference, serial number, date, and date range. In addition, you will also be able to review the full amount and source of all ACH and wire transactions when they post to your account.

For NMCRA's consideration, we also offer through TD eTreasury an option whereby you will have access to paid checks, deposit items, deposit tickets, and returned items for seven years.

Please refer to the Fee Proposal section for all associated fees.



3.15.8 The (NMCRA) may occasionally request a large amount of cash in the event of an emergency. Please provide a standard fee (if any) for providing this service as required.

For larger currency orders TD Bank prefers that orders are emailed or phoned in to the store at least one day prior to pick to ensure that there is sufficient currency on hand and available for pickup.

3.15.9 Propose any new financial services, account structure, plans or practices deemed to be in the best interest of the (NMCRA) if not otherwise addressed in this Proposal.

Finance leaders acknowledge checks as costly, fraud-prone and inefficient, yet the majority of businesses still make more than half of their supplier payments this way. Simultaneously, there has been an industry shift enabling accounts payable (AP) departments to transform from cost centers into profit centers by implementing electronic payment programs that offer rebate incentives. Whether organizations have begun this transformation with a card or in-house ACH program or have yet to start, significant opportunity exists to further optimize the AP payment process.

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

TD Bank Payers benefit from the TD Paymode-X Intelligent Engagement Model®. TD Paymode-X is the only provider that has built a Premium ACH network with approximately 425,000 members. This network complements the unsurpassed Visa card acceptance network, ensuring that payers optimize electronic payment acceptance via card and premium ACH, while maximizing their rebate. The TD Paymode-X Intelligent Engagement Model® is a best of breed methodology that incorporates predictive analytics and a patented combination of algorithms that drive successful Vendor enrollment campaigns for our partners and customers – across card and ACH. As the only predictive solution in the market, our scientific process speeds time to automation and financial returns by ensuring that campaign efforts are prioritized to maximize outreach effectiveness.

All enrollment services are performed in-house by a U.S-based staff, entirely dedicated to vendor enablement. Team members focused on planning and managing outreach strategy, include an overall relationship management leader, a campaign specialist, a technical analyst, and a project manager. With support for contact collection, outbound calling initiatives, enrollment assistance all the way through vendor authentication, activation, and retention, our team of close to 60 specialists deliver best in class enrollment services. Importantly, we understand that all participants in the value chain must earn value – both the payer and the vendor. We provide lifetime support on an ongoing basis to promote further vendor adoption, increasing automation and rebate, while providing members with ongoing servicing.

TD Paymode-X has supported integrated payables solutions including a single file parsed with multiple payment types for over 15 years. This service offering has changed over time as market demand and clients' requirements have evolved. The TD Paymode-X ACH Dividends Program was first offered to the market in 2014; their partnership with Visa was announced in 2016.



The Largest Electronic Payment Network for Businesses

**425,000+**

Members in network

**200 Billion**

in payments processed annually

**The way businesses  
pay and get paid**

The Paper Problem

**49%**

say payments by paper check is still their most common payment method<sup>1</sup>

**76%**

of businesses say that "smarter systems that drive more efficiencies" are essential for next level AP performance<sup>1</sup>

**79%**

of organizations that were victims of payment fraud experienced check fraud<sup>2</sup>

Paymode-X helps businesses easily transition to electronic payments

The Network Effect

With a network of more than 425,000 businesses, nearly 50% of the Vendors you do business with are likely already using Paymode-X. As new Vendors enroll on behalf of any trading partner, your business benefits.

1. *Global Payments, 2019*  
2. *Payment Solutions, 2019*  
3. *Strategic Technology, 2019*

3.15.10 Indicate the dollar amount of credit you would be able to extend to the (NMCRA) on a short-term basis through promissory note or line of credit if the (NMCRA) decides to avail itself of such service from your institution. The loan funds may be provided either directly by your institution or by your institution as the lead bank with other participating banks.

TD Bank is very active in the municipal loan market here in South Florida. Our locally based Government Bankers can assist NMCRA with both banking and credit needs. We provide both Line of Credit and Term Loans for municipalities upon request. The credit TD Bank is able to extend varies with each request. We would be happy to discuss NMCRA's specific credit needs and establish how we might be best able to support NMCRA.

3.15.11 Describe the type of financial services you can provide to the (NMCRA) for capital leases of machinery or equipment. Include any limitations your Bank may have.

TD Equipment Finance's dedicated group of professionals have specialized knowledge within this leasing sector and are committed to meeting the financial objectives of municipalities and governmental agencies. Having funded over \$2 billion in transactions, we can provide tailored financing solutions to meet the needs of governmental agencies. The credit TD Bank is able to extend varies with each request. We would be happy to discuss NMCRA's specific credit needs and establish how we might be best able to support NMCRA.

Please refer to Appendix 3 for more information on TD Bank's Equipment Finance capabilities.

3.15.12 The (NMCRA) reserves the right to establish additional accounts in other banks, or provide for additional services from other banks, if the (NMCRA) so deems necessary. If the (NMCRA) elects to exercise this right, the contract covered by this Proposal shall remain in effect as regards all terms, agreements and conditions without penalty or diminution of ongoing banking services as contained therein and previously provided by the successful bank in this proposal.

TD Bank acknowledges the above.

### 3.16 AUTOMATION REQUIREMENTS

Please provide a summary of the online banking system including a specification on the equipment required by the NMCRA to access your online services. The specification should include any additional information necessary to enable NMCRA to communicate electronically with the awarded Bank. The system should be able to export a file for importing to NMCRA Enterprise Resource Planning System. The file will need to be formatted to match specifications provided by NMCRA for proper import/export from NMCRA systems. Please provide a schedule of hours of operation for electronic services. List any exceptions to the general schedule. This specification should include at least the following information:

3.16.1 Recommended Operating System

3.16.2 System memory requirements

3.16.3 Minimum hard drive requirements

3.16.4 Minimum Browser requirements

TD eTreasury is TD Bank's state-of-the-art online banking system for information reporting and transaction initiation. The system is wholly owned by TD Bank. This web-based tool offers exciting features that will enable NMCRA to efficiently manage its business online 24 hours a day, seven days a week.

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

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

## Payment Initiation Services

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

## Fraud Protection and Security

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

## Customized Features

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

TD eTreasury requires the following minimum system configuration:

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

TD Bank regularly implements customized interfaces for our clients back office systems. Based on our wide array of corporate and specialty banking clients, we have been able to meet their system requirements.

### 3.17 ONLINE BANKING

The Proposer shall provide for the following minimum online banking services:

3.17.1 Report viewing of (NMCRA)'s previous day's closing balance and current-day balance reporting with details of all debits and credits that hit the accounts and capability to view at least the last one hundred eighty (180) days of account details.

3.17.2 Online image retrieval – unlimited

3.17.3 Stop Payment Service

3.17.4 ACH Service

3.17.5 Account Transfer

3.17.6 Wire Transfer Service

3.17.7 Special reports

3.17.8 Direct Deposit payroll file upload

TD eTreasury can provide all of the above online banking services.

Please see previous response for additional information.

### 3.18 MISCELLANEOUS ITEMS

3.18.1 Please outline any banking incentive programs for (NMCRA) employees such as:

- Free or reduced-cost checking accounts
- Reduced-rate loans
- Other free or reduced-cost services provided to Bank customer's employees.
- Interest Bearing Checking Account

Please refer to Appendix 1 for information on TD Bank's Bank at Work program.

3.18.2 On occasion, the (NMCRA) receives Canadian checks. Some are payable in US currency and some are payable in Canadian currency. Please state your policy on handling these and other foreign checks.

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

Checks drawn on any other country will be sent to the foreign check collection department. For checks under \$2,500 USD, the funds will generally be made available within 3 – 5 business day of the receipt by the check collection department. For items greater than \$2,500 USD, checks will be sent to collections with an estimated 6 – 8 week timeframe for funds availability. A fee of \$17.50 will apply for all items regardless of the amount.

### 3.19 CONVERSION SUPPORT

3.19.1 If your company is selected, please discuss the level of support your company would commit to facilitating the (NMCRA)'s conversion to your company's systems.

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

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

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

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

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

3.19.2 Please define the number of staff who would be available to support the (NMCRA)'s conversion. Indicate the nature of their professional or technical qualifications.

Upon notification of the award decision from NMCRA to implement new services, your Relationship Management Team will be assigned and will work closely with your assigned Project Manager to coordinate all aspects of the project.

Please refer to the Management, Supervisory and Staff Qualifications and Experience section for background information on the Relationship Management Team.

3.19.3 Please provide an outline and time schedule of the tasks necessary to facilitate a conversion.

Implementation times can vary based on the size and scope of customized files, reporting, and services requested.

Please refer to Appendix 2 for TD Bank's Sample Implementation Project Plan.

3.19.4 Describe the type of support your company would require from the (NMCRA) in terms of staff, time, and equipment.

The documents and information necessary would be dependent on the services utilized. Generally account analysis statements, account structure layouts, current processing instructions, and posting file formats are requested. The current instructions will provide TD Bank with a great depth of knowledge in understanding the detailed needs for the implementation and on-going servicing.

Implementation times can vary based on the size and scope of customized files, reporting, and services requested. Critical factors to a successful implementation are dependent upon accurate system and software information, successful testing of products and services to be implemented, and communications between the NMCRA's Relationship Management, Implementation Team, System Administrator, and our TMSS. TD Bank will focus on these components and will partner closely with the NMCRA to meet the success factors and commit to working with you to ensure project milestones and timelines are met.

3.19.5 Need to add a provision for initial and on-going training for using their on-line access

TD Bank brings a solution-based approach to the training of our banking systems. NMCRA's designated employees will be provided custom, need-based training webinars during the final phase of the implementation project. The training will be segmented based on features and functionalities of all of our related systems. Our teams will work with your team during the implementation process to ensure the training requirements are captured. We generally utilize the "train the trainer" approach and encourage the assigned individuals to lead the training sessions; however, TD Bank personnel will be able to participate in the training, if desired by NMCRA.

Should TD Bank be chosen as NMCRA's financial provider, we will assign an Implementation Team that will provide guidance every step of the way. Your Relationship Management Team will also provide customized assistance to your staff for training of our treasury management services.

TD Bank will take a measured and methodical approach to implementation and pledges not to "turn the switch". Unlike other banks, our personnel will continue to support NMCRA long after implementation. This team will continue working with NMCRA and answering questions until NMCRA is completely satisfied.

(4) Include an implementation schedule with a final report delivery date and note key project milestones and timelines for deliverables. Identify any assumptions used in developing the schedule.

Implementation times can vary based on the size and scope of customized files, reporting, and services requested.

Please refer to Appendix 2 for TD Bank's Sample Implementation Project Plan.

(5) Level of creativity demonstrated by the Proposer's proposed methodologies for meeting the requirements of this proposal.

TD Bank does not offer a single, rigid product set from which the customer must choose, but rather work to assure that our products and services are made to fit your needs. If the best solution is customization, then we do it.

(6) The ability of the bank to provide other innovative services above and beyond the requirements of the contract scope.

TD Bank Treasury Management offers a robust suite of products and services to help our clients accelerate receivables, optimize payment efficiencies, maximize working capital and access important decision making information. The product suite is grouped into four functional areas as illustrated below:

- TD A/R Management Direct – Accounts Receivable Solutions
- TD A/P Management Direct – Accounts Payable Solutions
- TD Treasury Management Direct – Information Reporting Solutions
- TD Liquidity Management Direct – Working Capital Solutions

TD Bank has invested millions in their platform and every year spends millions more on the maintenance and upgrades of their solutions. Recently, TD Bank participated and invested \$6 million in a partnership with five other major financial institutions in Transactis, our vendor partner who supports the TD eBill solution. That investment demonstrates the TD Bank's commitment to innovation and the future of this business.

Our product development plan has evolved to include a greater emphasis on electronic and outsourced payment solutions for both buyers and suppliers of goods and services. Our plan includes recent investments in our ePayables solutions. Such technology based services are, and will, continue to play a major role in our strategy as well as our overall product/service mix. With these solutions, we utilize our in-house TD Merchant Services team as well as Visa's Supplier Enablement Service provides support to our issuing partners and their corporate clients by assisting them with supplier onboarding activities. This partnership allows us to offer competitive merchant discounting to our client's suppliers.

In addition to our standard ePayables offering, TD Integrated Payables has the ability to process card payments, along with traditional ACH, wire, and check payments, all within one automated electronic file. We are one of the few banks to offer a Payables solution with advanced technology and to offer a card capability with Integrated Payables.

We have made significant investments over the last five years to build and enhance our payments platform and we will continue to do so in the future. Some examples of our innovations are TD Electronic Bill Presentment and Payment solution and TD's Integrated Payables.

Respondents may also propose procedural or technical enhancements/innovations to the Scope of Services, which do not materially deviate from the objectives or required content of the Scope of services.

### TD Commercial Plus Card

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

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

Full Suite of Commercial Card Solutions	
<b>Distributed Cards</b>	<ul style="list-style-type: none"> <li>• Physical plastic cards</li> <li>• Distributed to empowered employees</li> <li>• Possibly eliminate PO and 3-way match</li> <li>• Commonly used for “low” dollar purchases and T&amp;E</li> </ul>
<b>Centralized Cards</b>	<ul style="list-style-type: none"> <li>• Physical plastic, ghost (no plastic) or vendor cards</li> <li>• Managed in a centralized environment (Ex: Purchasing Dept.)</li> <li>• Possibly eliminate PO and 3-way match</li> <li>• Commonly used for “low” and “high” dollar purchases</li> </ul>
<b>Virtual Cards</b>	<ul style="list-style-type: none"> <li>• Multi and single-use virtual accounts</li> <li>• Leverage existing A/P systems and workflows</li> <li>• Continue to use a PO, 3-way match process</li> <li>• Commonly used for invoiced A/P disbursements</li> </ul>



TD Commercial Plus Card Online is furnished with robust reporting tools that will provide NMCRA comprehensive transactional data and payment history details. This platform offers extensive history, including 24 month for standard and custom reporting as well as statement history available to both Program Administrator(s) and cardholders.

TD Commercial Plus Card online houses commonly used standard reports and over 249 specialized reports while the online platform provides flexibility with a powerful data mapping tool for ad hoc reporting.

Southeastern Florida Co-Op has chosen to partner with TD Bank to provide a unique procurement card product with an excellent rebate. Please inquire with your Relationship Manager for details if NMCRA is interested in participating.

# Fee Proposal



Respondents must include a fully completed Cost Proposal Worksheet (see Attachment A) in order to be considered for this Solicitation. Although the fee price will not be the sole factor in determining the final ranking for this Solicitation, each Respondent should submit their best price as part of their Proposal.

Note: The NMCRA reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the NMCRA.

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

In this tailored solution, NMCRA will receive an Earnings Credit Rate (ECR) of **0.60%**. All excess funds not required to offset service fees will automatically receive an interest rate **0.20%**. The ECR and interest rate are bank managed and subject to change at any time at the bank's discretion.

- Projected net monthly cost for services outlined on the Volume Pro Forma, based on your current average balance of \$5,218,685.24 will be **\$0.00**. Any fees incurred will be deducted from your account on the 15th of the month concluding the month of service.
- Based on your current average balance of \$5,218,685.24, you have exceeded the balance required to offset fees. These excess balances do not sit idle.
- Based on the sample data you provided, your average excess balance will be \$4,129,392.69.
- Annual Interest Earnings, based on your current rate, are estimated at **\$8,417.16**.

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

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

Please refer to the following pages for a completed Cost Proposal Worksheet (Attachment A).

<b>SERVICE PROVIDED</b>	<b>AVERAGE MONTHLY VOLUME</b>	<b>UNIT COST</b>	<b>MONTHLY COST</b>
<b>Branch Services</b>			
Branch Deposit	12	\$ 0.50 -	\$ 6.00 -
Cash Deposited in WF Branch	0	\$ 0.00 -	\$ -
ADJ for Cash Deposited in WF Branch	0	\$ N/A -	\$ -
Subtotal			\$ 6.00
<b>General Account Services</b>			
ACCT MAINTENANCE	1	\$ 11.00 -	\$ 11.00 -
Deposit Correction	1	\$ N/A -	\$ -
Checks Paid	150	\$ 0.12 -	\$ 18.00 -
Electronic/ACH Debits	10	\$ 0.08 -	\$ 0.80 -
Subtotal			\$ 29.80 -
<b>General Disbursement Servies</b>			
Stop Payment - Auto Renewal (through eTreasury)	5	\$ 11.00 -	\$ 55.00 -
DDA Checks Paid	20	\$ 0.12 -	\$ 2.40 -
Subtotal			\$ 57.40 -
<b>Paper Checks Deposited</b>			
Deposited Checks - On Us	9	\$ 0.09 -	\$ 0.81 -
Deposited Check	10	\$ 0.09 -	\$ 0.90 -
Subtotal			\$ 1.71 -
<b>Returned items</b>			
Return Item - Chargeback	3	\$ 6.00 -	\$ 18.00 -
Subtotal			\$ 18.00 -
<b>ACH Fraud Filter</b>			
ACH CEO Fraud Filter Review MO Base	1	\$ 8.00 -	\$ 8.00 -
ACH CEO Fraud Filter Review - Item	1	\$ 3.00 -	\$ 3.00 -
Subtotal			\$ 11.00 -

**ACH Origination**

ACH Monthly Base	1	\$ 4.00 -	\$ 4.00 -
ACH Two Day Item	1	\$ 0.09 -	\$ 0.09 -
ACH Originated - Addenda Rec	10	\$ 0.08 -	\$ 0.80 -
ACH Return Item-Electronic	2	\$ 3.00 -	\$ 6.00 -
ACH Transmission Charge	1	\$ 20.00 -	\$ 20.00 -
ACH Payments Base Fee	1	\$ N/A -	\$ -
ACH Payments Same Day	1	\$ 1.00 -	\$ 1.00 -
ACH Payments Two Day Item	1	\$ 0.09 -	\$ 0.09 -
ACH CEO Subscription - Item	1	\$ N/A -	\$ N/A -
Subtotal			\$ 31.98 -

**ACH Receive**

ACH Receive Item	3	\$ 0.08 -	\$ 0.24 -
Subtotal			\$ 0.24 -

**Account Reconciliation**

ARP Full Recon-Item	0	\$ 0.05 -	\$ -
ARP Output - Transmission	0	\$ 8.00 -	\$ -
ARP Monthly Base - Full	1	\$ 40.00 -	\$ 40.00 -
Subtotal			\$ 40.00 -

**Image Delivery**

CEO Image View > 90 Days - Item	0	\$ N/A -	\$ -
Subtotal			\$ -

**Incoming Wire Transfers**

Wire In - Domestic	1	\$ 6.00 -	\$ 6.00 -
Subtotal			\$ 6.00 -

**Information Reporting**

Ceo Event Messaging Service - Email	20	<u>\$ 0.40 -</u>	<u>\$ 8.00 -</u>
CEO Intraday Reporting Maintenance	0	<u>\$ N/A -</u>	<u>\$ -</u>
CEO Prev Day Reporting Items Loaded	0	<u>\$ N/A -</u>	<u>\$ -</u>
CEO Prev Day reporting Maintenance	5	<u>\$ N/A -</u>	<u>\$ -</u>
Subtotal			<u>\$ 8.00 -</u>

**Positive Pay**

Positive Pay Exceptions - Item	5	<u>\$ N/A -</u>	<u>\$ -</u>
Positive Pay Only - Item	5	<u>\$ 0.05 -</u>	<u>\$ 0.25 -</u>
Positive Pay Only Monthly Base	1	<u>\$ 25.00 -</u>	<u>\$ 25.00 -</u>
Subtotal			<u>\$ 25.25 -</u>

**Wires Origination and Reporting**

Wire Template Storage Monthly Base	0	<u>\$ 0.30 -</u>	<u>\$ -</u>
OTM/OLC Prior Day Serv/per month	0	<u>\$ N/A -</u>	<u>\$ -</u>
OTM/OLC Prior Day Maint/per acct	0	<u>\$ N/A -</u>	<u>\$ -</u>
Subtotal			<u>\$ -</u>

**Product Summary**

Branch Services	12		<u>\$ 6.00 -</u>
General Account Services	162		<u>\$ 29.80 -</u>
General Disbursement Services	25		<u>\$ 57.40</u>
Paper Checks Deposited	19		<u>\$ 1.71 -</u>
Returned Items	3		<u>\$ 18.00 -</u>
ACH Fraud Filter	2		<u>\$ 11.00 -</u>
ACH Origination	19		<u>\$ 31.98 -</u>
ACH Receive	3		<u>\$ 0.24 -</u>
Account Reconciliation	1		<u>\$ 40.00 -</u>
Image Delivery	0		<u>\$ 0.00 -</u>
Income Wire Transfers	1		<u>\$ 6.00 -</u>
Information Reporting	20		<u>\$ 8.00 -</u>
Positive Pay	11		<u>\$ 25.25 -</u>
Wire Origination and Reporting	0		<u>\$ 0.00 -</u>
			<u>\$ 235.38 -</u>

**Any Other Fees Not Listed Above**

TD eTreasury Base Package Maintenance - Gold: 1	50.00	50.00
TD eTreasury - Balance Reporting Accounts (Gold): 8	7.00	56.00
TD eTreasury - Transaction Records (Gold): 136	0.08	10.88
TD eTreasury - SecurID Token: 3	4.40	13.20
TD eTreasury - Book Transfers: 1	0.25	0.25
DDA Paper Statement Fee: 1	2.00	2.00
Account Analysis Paper Statements: 1	2.00	2.00

**Treasury Management Services - Referenced in Scope of Services Section of RFP**

ZBA Parent Account Maintenance: 1	18.00	18.00
ZBA Sub Account Maintenance/per account: 7	11.00	77.00
ZBA Credit Transfer: 0	0.10	0.00
ZBA Debit Transfer: 0	0.10	0.00

The above Summary of Services and Activity reflects an understanding of your current banking relationship. Additional charges will apply should any additional services be discussed, offered or implemented after the presentment of this proposal. The proposed "per item fee" pricing will remain in effect for 90 days from the date of issuance; however ECR and other quoted rates may vary depending on current market conditions and are subject to change at any time.

**Bank Recommended Services**

Please refer to the Methodology, Approach and Understanding of the Scope of Services section of the proposal for information on recommended services.

**Earnings Credit Rate Interest  
on Excess Balance**

0.60

0.20

**Special Provisions**

Waive Fees (Days)

TD Bank will waive all implementation fees, all software fees, and the first 3 months of service charges to assist with the transition.

While the value that TD brings extends beyond our pricing, we also understand that cost is very important. TD Bank customized NMCRA's pricing in order to lower the overall cost of services and return on operating deposits. Our next-day availability float policy and aggressive rates, along with similarly aggressive line item pricing, illustrate our commitment to provide NMCRA best-in class relationship pricing, combined with our best-in class services.

## PROPOSAL DETAILS

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

### TD BANK OFFERS THE FOLLOWING TO NMCRA:

TD Bank recommends the use of our Advantage account structure. We are offering to NMCRA an Earnings Credit Rate on collected balances to offset fees. For any additional funds not needed to cover service charges, TD Bank will offer NMCRA interest to help maximize NMCRA's interest earnings. Funds within these account(s) are Fully Collateralized in Accordance with FL State Statutes governing Public Funds.

The following rates are proposed:

#### Advantage Earnings Credit Rate:

- TD Bank will provide NMCRA a **MANAGED EARNINGS CREDIT RATE of 60 Basis Points** on balances utilized to offset bank service charges. This rate will be bank managed.
- This option offers the highest ECR and results in the most interest paid monthly to NMCRA. Interest paid on any excess balances will be automated. TD Bank will review the projected target balance periodically to ensure NMCRA is optimizing the use of their balances for earnings credits and interest.

#### Advantage Interest Rate:

- TD Bank will provide NMCRA a **MANAGED INTEREST RATE of 20 Basis Points (0.20%)** on excess funds not needed to offset bank service fees. These rates will be bank managed, determined by market conditions.
- We will conduct regular Relationship Reviews and TD Bank will inform NMCRA of its options to maximize returns while providing safety and liquidity.

#### Fees Waived:

- TD Bank will **WAIVE THREE (3) MONTHS OF SERVICE CHARGES** (after services are fully implemented) for NMCRA to help offset any transition costs. This waiver does not include courier service fees.
- TD Bank will **WAIVE ALL IMPLEMENTATION/SOFTWARE FEES** for cash management products/services.
- TD Bank will **NOT** charge NMCRA **ANY FDIC CHARGES** providing NMCRA an additional cost savings.
- TD Bank will also provide NMCRA an additional benefit by not charging a **10% reserve requirement** which will provide ECR and interest on NMCRA's first dollar.

## **Additional Benefits:**

- TD Bank will provide NMCRA with the option for invoicing of account analysis fees. Should NMCRA choose to utilize this option, TD Bank will review the rates jointly with NMCRA.

## **Technical Support:**

- TD Bank will provide local technical support and staff training to NMCRA for services such as online banking (eTreasury) and other Cash Management Services.

## **Explanation of Interest and Earnings Credit Rate Calculations:**

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



# Public Sector Experience

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Indicate the financial institution's experience in providing Banking Services of public sector scope. Describe the financial institution's experience in providing services within the public sector, with particular attention to municipalities. Include a list of prior and current Contracts for these services including the following information:

- Name of entity for which Service were provided
- Description of scope of work and complexity
- Date range of the service
- Entity's main contact person and contact information

TD Bank, America's Most Convenient Bank®, continues to be a growth bank. TD Bank has been serving the public sector for over 30 years. The majority of these institutions utilize TD Bank as their primary bank of choice for Payroll and Operating accounts. TD Bank realized years ago that Government entities have unique needs and require a higher level of customer service. In addition, TD Bank recognized that many of these entities had to comply with numerous statutes that dictated how they conducted their financial affairs. In order to meet these needs, Government Banking was developed. Our Relationship Management Team is well-versed in public finance and how to structure accounts and treasury management solutions that provide cost savings, maximize interest earnings, and simplify the way our municipal clients conduct business.

We are convinced that our innovative approaches and commitment to detail set us apart from the competition. Our government bankers are dedicated to understanding the NMCRA's banking needs and are available to provide cost-effective solutions the moment those needs change.

Please refer to the References section for more information. Our references would be happy to discuss their experiences with you.

# References

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Indicate at least three (3) clients with whom the NMCRA may speak with during the evaluation phase. (Form A-14)

The Respondent must provide references for at least three (3) clients' verifiable public sector experience similar to the current solicited work. Past services must have been provided within the last five (5) years from proposal submission. Respondents are expected to provide information on each reference by including Form A-14 in their response. If these forms are not utilized, the respondent must provide identical information to the NMCRA for evaluation purposes.

Please refer to the following page for a completed Form A-14.



## Form A-14: References

Provide the information requested below for each reference. If available, such references should be from public agencies. It is the sole responsibility of each Respondent to provide accurate information regarding these references. In the event that the City is unable to verify the project information submitted or if the information provided is incorrect, the Respondent may be deemed **NON-RESPONSIVE**. Attach additional pages as necessary.

<b>Client Name:</b> _____	<b>Contact Person</b> (Name & Title): _____
<b>E-Mail:</b> _____	<b>Phone Number:</b> _____
<b>Address:</b> _____	
<b>City:</b> _____	<b>State:</b> _____ <b>Zip Code:</b> _____
<b>Contract # (if available):</b> _____	<b>Dates Services Were Provided:</b> _____
<b>Description of Services Provided and Cost:</b> _____	

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<b>Client Name:</b> _____	<b>Contact Person</b> (Name & Title): _____
<b>E-Mail:</b> _____	<b>Phone Number:</b> _____
<b>Address:</b> _____	
<b>City:</b> _____	<b>State:</b> _____ <b>Zip Code:</b> _____
<b>Contract # (if available):</b> _____	<b>Dates Services Were Provided:</b> _____
<b>Description of Services Provided and Cost:</b> _____	

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<b>Client Name:</b> _____	<b>Contact Person</b> (Name & Title): _____
<b>E-Mail:</b> _____	<b>Phone Number:</b> _____
<b>Address:</b> _____	
<b>City:</b> _____	<b>State:</b> _____ <b>Zip Code:</b> _____
<b>Contract # (if available):</b> _____	<b>Dates Services Were Provided:</b> _____
<b>Description of Services Provided and Cost:</b> _____	



# Local Business Preference

This RFP is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 (if applicable) with their submittal to receive local preference. **Failure to submit required documentation may render the Respondent ineligible for local preference.**

TD Bank has over 160 store locations in the state of Florida with approximately 2,300 employees. Please refer to the following page for more information on TD Bank in Florida.

TD Bank has a store located directly in the City of North Miami.

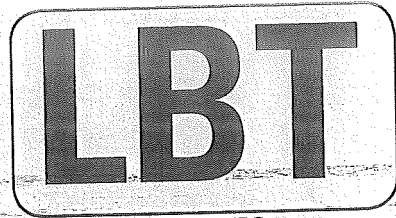
TD Bank's North Miami Store, conveniently located 1.26 miles from NMCRA, will serve as the designated full-service location. Our Team Members at the North Miami Store would be delighted to service the daily deposit needs of NMCRA.

Location	Lobby Hours		Drive Through Hours	
North Miami  12620 Biscayne Blvd, North Miami, FL 33181  Manager: Howard Miller  Phone: (305) 892-1792	Monday:	8:30AM – 5:00PM	Monday:	8:30AM – 5:00PM
	Tuesday:	8:30AM – 5:00PM	Tuesday:	8:30AM – 5:00PM
	Wednesday:	8:30AM – 5:00PM	Wednesday:	8:30AM – 5:00PM
	Thursday:	8:30AM – 6:00PM	Thursday:	8:30AM – 6:00PM
	Friday:	8:30AM – 6:00PM	Friday:	8:30AM – 6:00PM
	Saturday:	9:30AM – 1:00PM	Saturday:	9:30AM – 1:00PM
	Sunday:	11:00AM – 2:00PM	Sunday:	11:00AM – 2:00PM

Please refer to the following pages for a copy of TD Bank's Local Business Receipt and a completed Form A-3. Any other information needed is available upon request.

# Local Business Tax Receipt

Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY



6120125

## BUSINESS NAME/LOCATION

TD BANK NA  
12620 BISCAYNE BLVD  
NORTH MIAMI FL 33181

## RECEIPT NO.

RENEWAL  
6383061



## SEC. TYPE OF BUSINESS

219 BANK / SAVINGS / TRUST CO

## OWNER

TD BANK NA

## EXPIRES

**SEPTEMBER 30, 2021**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

PAYMENT RECEIVED  
BY TAX COLLECTOR

\$270.00 08/06/2020  
FPPU10-20-012990

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)

# TD Bank in Florida

## BACKGROUND

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- Nick Miceli, Regional President; Pablo Pino, South Florida Market President – Commercial; Peter Meyer, Central Florida Market President – Commercial; Cindy Stover, North Florida Market President – Commercial; Felipe Basulto, South Florida Market President – Retail; Chris Yancey, North Florida Market President – Retail; Michael Nursey, Head of Middle Market
- \$14.3 billion in deposits<sup>1</sup>
- 164 TD Bank stores<sup>2</sup>
- ~2,300 employees<sup>3</sup>
- Awarded \$2.2 million in TD Charitable Foundation grants in 2018 in Florida
- Awarded \$587,900 in Community Sponsorships in 2018 in Florida
- In 2018, TD Bank employees volunteered 7,790 hours to local organizations in Florida

## TD BANK AWARDS & RECOGNITIONS

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- Named Highest in Customer Satisfaction with Retail Banking in Southeast by J.D. Power (2019)
- For the fourth consecutive year, TD Bank scored a 100% on the Disability Equality Index (2018), which rates U.S. companies on their disability inclusion policies and practices
- For the tenth consecutive year, named a “Best Place to Work for LGBT Equality” by the Human Rights Campaign Foundation (2019)
- Ranked one of the Top 50 Companies for Diversity for the seventh year in a row by DiversityInc; also named to the DiversityInc Top Companies for LGBT Employees and the Top 15 Companies for People with Disabilities (2019)
- Named to the National Top 100 list of the largest green power users within the Green Power Partnership. (2019)
- Ranked as the No. 1 safest bank in North America Global Finance Magazine (TD Bank Group, 2018)

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<sup>1</sup> Based on total deposits as of June 30, 2019, as reported by the FDIC.

<sup>2</sup> Based on TD Bank's total store count as of Nov. 21, 2019.

<sup>3</sup> Based on TD Bank's total employee headcount as of Nov. 7, 2019. Includes full-time and part-time employees. State totals include employees working in counties where no TD Bank store is located.



## LOCAL BUSINESS PREFERENCE AFFIDAVIT

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

### **SECTION 1: GENERAL TERMS**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt **and** certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation **AND**;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City **AND**;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

**Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.**

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

**The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.**

**Comparison of Qualifications:** The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the preference established in no way prohibits the right of the City to give any other preference permitted by law instead of preferences granted, nor does it prohibit the City from selecting the bid or proposal which is the most responsible and in the best interests of the City.

## SECTION 2: AFFIRMATION

**Failure to fully complete this affidavit and to submit the requisite supporting documents may render the Bidder/Respondent ineligible for Local Preference. The Bidder/Respondent must check the applicable box below.**

☒ Place a check mark here if the **Bidder/Respondent** meets the requirements listed below:

**OR**

☐ Place a check mark here if the **Bidder/Respondent** is applying for Local Business Preference by subcontracting 20% or more of the contract amount to local subcontractors which meet the requirements listed below:

- Has a business located in the City with a current City Business Tax Receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation. ***(NOTE: A copy of applicable business tax receipt(s) and certificate(s) of use must be submitted along with this form)***
- Has a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods and services being offered to the City.

**Bidder/Respondent Certification:**

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City's Purchasing Department is for this public entity only. I also understand that I am required to inform the City's Purchasing Department of any change in the information contained in this form or any attachments hereto.

TD Bank, N.A.

Company Name

12620 Biscayne Blvd, North Miami, FL 33181

Business Address

Signature of Authorized Representative

Pamela Ramkalawan

Print Name of Authorized Representative

Vice President

Title

10/23/2020

Date

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (name of person making statement).

Signature of Notary Public – State of Florida

Name of Notary (Please Type, Print or Stamp Neatly)

☐ Personally Known

Place Notary Symbol Below:

☐ Produced Identification (*Type of Identification*  
*Produced:* \_\_\_\_\_)

**Subcontractor Certification** (if applicable): N/A

Type of Work to be Performed	Percentage of Contract

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City's Purchasing Department is for this public entity only. I also understand that I am required to inform the City's Purchasing Department of any change in the information contained in this form or any attachments hereto.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name of Authorized Representative

\_\_\_\_\_  
Date

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (name of person making statement).

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Name of Notary (Please Type, Print or Stamp Neatly)

☐ Personally Known

Place Notary Symbol Below:

☐ Produced Identification (*Type of Identification*  
*Produced:* \_\_\_\_\_)

**NOTE:** In the event that the Bidder/Respondent is using more than one subcontractor to qualify for Local Business Preference, then each eligible subcontractor must also complete and certify page 3 of this form to be submitted by the Bidder/Respondent as part of their proposal, along with the requisite supporting documents.



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to North Miami Community Redevelopment Agency  
[print name of public entity]  
by Pamela Ramkalawan  
[print individual's name and title]  
for TD Bank, N.A.  
[print name of entity submitting sworn statement]  
whose business address is 5900 N. Andrews Ave. 2nd Floor, Ft. Lauderdale, FL 33309  
and (if applicable) its Federal Employer Identification Number (FEIN) is 01-0137770 (If the  
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with ~~and~~ convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification) My commission expires \_\_\_\_\_

(Printed typed or stamped Commissioned name of Notary Public)



**FORM "A-2"**

**NON-COLLUSIVE BIDDER CERTIFICATE**

**STATE OF FLORIDA**

**COUNTY OF MIAMI-DADE**

Before me, the undersigned authority, on this day personally appeared  
Pamela Ramkalawan (Authorized Officer), who being by me  
duly sworn, deposes and says:

1. That he/she is the Vice President of the corporation/partnership\* known and styles as TD Bank, N.A., duly formed under the laws of the State of Florida, on October 23, 2020, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That TD Bank, N.A. (corporation/partnership)\* has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of North Miami CRA, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That TD Bank, N.A. (corporation/partnership)\* has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That TD Bank, N.A. (corporation/partnership)\* has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That TD Bank, N.A. (corporation/partnership)\* has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.

\*National Associaton



6. That no officer of \_\_\_\_\_ TD Bank, N.A. \_\_\_\_\_ has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

\_\_\_\_\_  
By: \_\_\_\_\_

Its: \_\_\_\_\_

Authority Warranted

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## LOCAL BUSINESS PREFERENCE AFFIDAVIT

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

### **SECTION 1: GENERAL TERMS**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt **and** certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation **AND**;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City **AND**;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

**Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.**

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

**The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.**

**Comparison of Qualifications:** The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Furthermore, the preference established in no way prohibits the right of the City to give any other preference permitted by law instead of preferences granted, nor does it prohibit the City from selecting the bid or proposal which is the most responsible and in the best interests of the City.

**SECTION 2: AFFIRMATION**

**Failure to fully complete this affidavit and to submit the requisite supporting documents may render the Bidder/Respondent ineligible for Local Preference. The Bidder/Respondent must check the applicable box below.**

☒ Place a check mark here if the **Bidder/Respondent** meets the requirements listed below:

**OR**

☐ Place a check mark here if the **Bidder/Respondent** is applying for Local Business Preference by subcontracting 20% or more of the contract amount to local subcontractors which meet the requirements listed below:

- Has a business located in the City with a current City Business Tax Receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation. **(NOTE: A copy of applicable business tax receipt(s) and certificate(s) of use must be submitted along with this form)**
- Has a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods and services being offered to the City.

**Bidder/Respondent Certification:**

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City's Purchasing Department is for this public entity only. I also understand that I am required to inform the City's Purchasing Department of any change in the information contained in this form or any attachments hereto.

TD Bank, N.A.

Company Name

12620 Biscayne Blvd, North Miami, FL 33181

Business Address

Signature of Authorized Representative

Pamela Ramkalawan

Print Name of Authorized Representative

Vice President

Title

10/23/2020

Date

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (name of person making statement).

Signature of Notary Public – State of Florida

Name of Notary (Please Type, Print or Stamp Neatly)

☐ Personally Known

Place Notary Symbol Below:

☐ Produced Identification (Type of Identification Produced: \_\_\_\_\_)

**Subcontractor Certification** (if applicable): N/A

Type of Work to be Performed	Percentage of Contract

I certify that the information and responses on this form or attached hereto are true, accurate, and complete. I understand that the submittal of this form to the City's Purchasing Department is for this public entity only. I also understand that I am required to inform the City's Purchasing Department of any change in the information contained in this form or any attachments hereto.

---

 Company Name

---

 Business Address

---

 Signature of Authorized Representative

---

 Title

---

 Print Name of Authorized Representative

---

 Date

---

 STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (name of person making statement).

---

 Signature of Notary Public – State of Florida

---

 Name of Notary (Please Type, Print or Stamp Neatly)

☐ Personally Known

Place Notary Symbol Below:

☐ Produced Identification (*Type of Identification*  
*Produced:* \_\_\_\_\_)

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**NOTE:** In the event that the Bidder/Respondent is using more than one subcontractor to qualify for Local Business Preference, then each eligible subcontractor must also complete and certify page 3 of this form to be submitted by the Bidder/Respondent as part of their proposal, along with the requisite supporting documents.



**FORM "A-4"**

**QUESTIONNAIRE INSTRUCTIONS**

PROJECT:

OWNER: CITY OF NORTH MIAMI

BIDDER: TD Bank, N.A.

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**INSTRUCTIONS**

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of North Miami shall be entitled to contact each and every person/company listed in response to this questionnaire. The Bidder, by completing this questionnaire, expressly agrees that any information concerning the Bidder in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the Bidder. The Bidder hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the Bidder, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the Bidder.
- D. If there are any questions concerning the completion of this form, the Bidder is encouraged to contact the Purchasing Department via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov) or via phone: (305) 895-9886.



## QUESTIONNAIRE

Bidder's Name: TD Bank, N.A.

Principal Office Address: 5900 N. Andrews Ave. 2nd Floor, Ft. Lauderdale, FL 33309

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Official Representative: Pamela Ramkalawan

Individual

Partnership (Circle One)

Corporation

\* National Association

If a Corporation, answer this: N/A

### When Incorporated:

In what State: \_\_\_\_\_

If Foreign Corporation:

**Date of Registration with**  
Florida Secretary of State: \_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

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President's Name: \_\_\_\_\_

Vice President's Name: \_\_\_\_\_

Treasurer's Name: \_\_\_\_\_

Members of Board of Directors:

If a Partnership: N/A

Date of Organization: \_\_\_\_\_

General or Limited Partnership\*: \_\_\_\_\_



Name and Address of Each Partner:

Name

Address

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

\*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: 30+
2. Have any similar agreements held by Bidder for a similar project to the proposed project ever been canceled?  
Yes ( ) No (X)  
If yes, give details on a separate sheet.
3. Has the Bidder or any principals of the applicant organization failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?  
No  
If yes, please explain:
4. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?  
No  
If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.
5. Person or persons interested in the proposal and Questionnaire Form \_\_\_\_\_  
~~(have)~~\_\_\_\_\_ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).  
  
Explain any convictions on a separate sheet.
6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:  
A. List all pending lawsuits:

TD is a financial institution which is from time to time involved in litigation and which incurs claims, liens, and debts in the ordinary course of business, none of which have a material impact on the financial condition of TD or on TD's ability to perform under the proposed contract.

NMCRA is welcome to review TD's publicly available Consolidated Financial Statements, including associated management discussions and analyses, for more information on this topic, including any material changes in TD's financial condition and operating results that may be associated with various reporting periods.

B. List all judgments from lawsuits in the last five years:

TD is a financial institution which is from time to time involved in litigation and which incurs claims, liens, and debts in the ordinary course of business, none of which have a material impact on the financial condition of TD or on TD's ability to perform under the proposed contract.

C. List any criminal violations and/or convictions of the Bidder and/or any of its principals:

TD Bank N.A. is a member of TD Bank Group and a subsidiary of the Toronto-Dominion Bank of Toronto, Canada. TD Bank N.A. and its affiliates are large, complex financial institutions that operate in North America and numerous countries. They are regularly the subject of claims, litigation and/or regulatory inquiries in the normal course of business. Any material claims made against TD Bank Financial Group are disclosed in its public filings, including Form 10-K filed with the U.S. Securities and Exchange Commission.

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The Bidder understands that information contained in this Questionnaire will be relied upon by the City of North Miami in awarding the proposed Agreement and such information is warranted by the Bidder to be true. The undersigned Bidder agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the Bidder, as may be required by the City Manager.

*The Bidder further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the City of North Miami Police Department. By submitting this questionnaire, the Bidder agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.*

TD Bank N.A. is a member of TD Bank Group and a subsidiary of the Toronto-Dominion Bank of Toronto, Canada. TD Bank N.A. and its affiliates are large, complex financial institutions that operate in North America and numerous countries. They are regularly the subject of claims, litigation and/or regulatory inquiries in the normal course of business. Any material claims made against TD Bank Financial Group are disclosed in its public filings, including Form 10-K filed with the U.S. Securities and Exchange Commission.



I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

**Dated** November 6, **2020**

CONSULTANT:

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_





**Form A-6 – Bidder/Respondent's Disclosure of Subcontractors/Sub-consultants**

**Solicitation Number:** 53-19-20

**Prime Bidder/Respondent Name:** TD Bank, N.A.

**Team Composition Plan:** Please list all proposed subcontractors /sub-consultants for this contract. The selected Respondent shall not change or substitute subcontractors /sub-consultants from those listed below without prior written approval from the City. Attach additional forms as necessary. Copies of subcontractor/sub-consultant contracts must be made available upon request. \*

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	Percentage of Contract	Diversity Classification(s) (see key below)
Subcontractor/ Sub-consultant					_____%	
Subcontractor/ Sub-consultant					_____%	
Subcontractor/ Sub-consultant					_____%	
Subcontractor/ Sub-consultant					_____%	
Subcontractor/ Sub-consultant					_____%	
Subcontractor/ Sub-consultant					_____%	

**Diversity Classification Key:**

A = Asian Owned

B = African American Owned

F = Woman Owned

H = Hispanic Owned

N = Native American Owned

L = Local North Miami Business

*Revised February 20, 2020*

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



## Form A-14: References

Provide the information requested below for each reference. If available, such references should be from public agencies. It is the sole responsibility of each Respondent to provide accurate information regarding these references. In the event that the City is unable to verify the project information submitted or if the information provided is incorrect, the Respondent may be deemed **NON-RESPONSIVE**. Attach additional pages as necessary.

<b>Client Name:</b> _____	<b>Contact Person</b> (Name & Title): _____
<b>E-Mail:</b> _____	<b>Phone Number:</b> _____
<b>Address:</b> _____	
<b>City:</b> _____	<b>State:</b> _____ <b>Zip Code:</b> _____
<b>Contract # (if available):</b> _____	<b>Dates Services Were Provided:</b> _____
<b>Description of Services Provided and Cost:</b> _____	

---

<b>Client Name:</b> _____	<b>Contact Person</b> (Name & Title): _____
<b>E-Mail:</b> _____	<b>Phone Number:</b> _____
<b>Address:</b> _____	
<b>City:</b> _____	<b>State:</b> _____ <b>Zip Code:</b> _____
<b>Contract # (if available):</b> _____	<b>Dates Services Were Provided:</b> _____
<b>Description of Services Provided and Cost:</b> _____	

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<b>Client Name:</b> _____	<b>Contact Person</b> (Name & Title): _____
<b>E-Mail:</b> _____	<b>Phone Number:</b> _____
<b>Address:</b> _____	
<b>City:</b> _____	<b>State:</b> _____ <b>Zip Code:</b> _____
<b>Contract # (if available):</b> _____	<b>Dates Services Were Provided:</b> _____
<b>Description of Services Provided and Cost:</b> _____	

# Bank at Work



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

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

## Why Should You Invite Us to Your Business?

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

## We're More than Just Great Checking

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

Schedule a Bank at Work event today! We look forward to working with you and your team.



TD BANK - Core Banking Services  
Sample Project Plan Tasks

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
1	0	<b>Implementation Kickoff Meeting</b>	<b>1 day</b>				<b>TD / Cust.</b>
2	0	Introduce meeting attendees / Exchange contact information	1 day				TD / Cust.
3	0	Define / Clarify Banking Requirements	1 day			2FS-1d	TD / Cust.
4	0	<b>Accounts</b>	<b>1 day</b>				<b>TD / Cust.</b>
5	0	Treasury Management Products / Services	1 day			4SS	TD / Cust.
6	0	Request additional information and request sample documents	1 day			5SS	TD / Cust.
7	0	Review Standard Implementation Project Plan	1 day			6FS-1d	TD / Cust.
8	0	Outline the Next Steps	1 day			7FS-1d	TD / Cust.
9	0						
10	0	<b>Follow up to Meeting</b>	<b>20 days</b>			<b>8</b>	<b>TD / Cust.</b>
11	0	Reserve Account Numbers	5 days				TD
12	0	Provide Information and Documentation to Customer	5 days			11	TD
13	0	<b>Accounts</b>	<b>5 days</b>				<b>TD</b>
14	0	Corporate Resolution and Signature Card	5 days				TD
15	0	ABA Routing Number and Account Number	5 days				TD
16	0	Check Specification Sheet	5 days				TD
17	0	<b>Treasury Management</b>	<b>5 days</b>				<b>TD</b>
18	0	Master Agreement and applicable Appendices	5 days				TD
19	0	<b>Additional Product / Service Agreements</b>	<b>5 days</b>				<b>TD</b>
20	0	Blocked Account Agreement	5 days				TD
21	0	ACH Debit / Credit Block Agreement	5 days				TD
22	0	<b>Product / Service Setup Forms</b>	<b>5 days</b>				<b>TD</b>
23	0	TD eTreasury Setup Form	5 days				TD
24	0	Wholesale Lockbox Setup Form	5 days				TD
25	0	Retail Lockbox Setup Form	5 days				TD
26	0	Lockbox Web Access Setup Form	5 days				TD
27	0	File Formats, Sample Files / Reports, etc.	5 days				TD
28	0	Provide Information and Return Documentation to TD Bank	10 days			12	Cust.
29	0	<b>Accounts</b>	<b>10 days</b>				<b>Cust.</b>
30	0	Corporate Resolutions and Signature Cards	10 days				Cust.
31	0	Provide a minimum of 10 sample voided checks per account	10 days				Cust.
32	0	<b>Treasury Management</b>	<b>10 days</b>				<b>Cust.</b>
33	0	Master Agreement and applicable Appendices	10 days				Cust.
34	0	<b>Additional Product / Service Agreements</b>	<b>10 days</b>				<b>Cust.</b>
35	0	Blocked Account Agreement	10 days				Cust.
36	0	ACH Debit / Credit Block Agreement	10 days				Cust.
37	0	<b>Product / Service Setup Forms and Documents</b>	<b>10 days</b>				<b>Cust.</b>

TD BANK - Core Banking Services  
Sample Project Plan Tasks

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
38	0	TD eTreasury Setup Form	10 days				Cust.
39	0	Wholesale Lockbox Setup Form	10 days				Cust.
40	0	Retail Lockbox Setup Form and a minimum of 100 sample coupons	10 days				Cust.
41	0	Lockbox Web Access Setup Form	10 days				Cust.
42	0	Sample Documents, etc.	10 days				Cust.
43	0	Confirm compatibility / select File Formats	10 days				Cust.
44	0	Three (3) years of Financial Statements	10 days				Cust.
45	0						
46	0	<b>Account Opening</b>	<b>10 days</b>			<b>32</b>	<b>TD / Cust.</b>
47	0	Add Accounts to the Bank Accounting System	5 days				TD
48	0	Obtain Account Supplies (Deposit Tickets, etc.)	10 days				TD
49	0	<b>Check Testing</b>	<b>10 days</b>				<b>TD</b>
50	0	Forward checks to Item Processing for testing	1 day				TD
51	0	Test the sample checks	5 days			56FS-1d	TD
52	0	Additional check testing period	5 days			57	TD / Cust.
53	0	Complete successful check testing	0 days			58	TD
54	0						
55	0	<b>ACH Credit Authorization</b>	<b>10 days</b>			<b>50</b>	<b>TD</b>
56	0	Forward Financial Statements to Credit / Lending Department	3 days				TD
57	0	Complete Credit Authorization and provide to Treasury Management	7 days			62	TD
58	0						
59	0	<b>Submit to Implementation</b>	<b>1 day</b>			<b>31,53,63</b>	<b>TD</b>
60	0	Submit setup request with all necessary documentation and information	1 day				TD
61	0	Assign to an Implementation Specialist	1 day			66FS-1d	TD
62	0	Commence the Implementation	0 days			67	TD
63	0						
64	0	<b>Data Transmission Protocol</b>	<b>10 days</b>			<b>68</b>	<b>TD / Cust.</b>
65	0	Submit request to Data Transmission Group	1 day				TD
66	0	Data Transmission Group contacts Company's IT Representative	1 day			71FS-1d	TD / Cust.
67	0	Company selects Data Transmission Protocol	2 days			72FS-1d	TD / Cust.
68	0	Obtain file names and passwords from IT group	8 days			73	TD
69	0	Provide test file names and passwords to Company	1 day			74FS-1d	TD
70	0						
71	0	<b>Account Analysis</b>	<b>3 days</b>			<b>68</b>	<b>TD</b>
72	0	Code Accounts in Bank Accounting System	3 days				TD
73	0						
74	0	<b>Blocked Account</b>	<b>5 days</b>			<b>68</b>	<b>TD</b>

TD BANK - Core Banking Services  
Sample Project Plan Tasks

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
75	0	Code Account in Bank Accounting System	3 days				TD
76	0	Establish standing order wire transfer (if applicable)	5 days			81SS	TD
77	0						
78	0	<b>TD eTreasury</b>	<b>10 days</b>			<b>68</b>	<b>TD</b>
79	0	Code Accounts in Bank Accounting System	3 days				TD
80	0	Setup TD eTreasury Application	10 days				TD
81	0	Add Customer, Accounts, Administrators and, ACH / Wire Users	10 days				TD
82	0	Assign Reporting and Transaction Initiation Modules	10 days			87SS	TD
83	0	Assign SecurID Tokens to Administrators and ACH / Wire Users	10 days			88SS	TD
84	0	Mail TD eTreasury Welcome Package	1 day			89FS-1d	TD
85	0						
86	0	<b>TD Digital Express</b>	<b>10 days</b>				<b>TD</b>
87	0	Code Accounts in Bank Accounting System	3 days				TD
88	0	Setup TD Digital Express application	10 days				TD
89	0	Place order to ship scanner	10 days				TD
90	0	Add Customer, Accounts, & Administrators	10 days			95SS	TD
91	0	Email customer for installation & training	1 day			96FS-1d	TD
92	0						
93	0	<b>Full Reconciliation / Positive Pay</b>	<b>20 days</b>			<b>68</b>	<b>TD / Cust.</b>
94	0	Code Accounts in Bank Accounting System	3 days				TD
95	0	Add Accounts to ARP / Positive Pay Operating System	3 days				TD
96	0	<b>Data Transmission / File Testing</b>	<b>20 days</b>			<b>101FS-3d</b>	<b>TD / Cust.</b>
97	0	Check Issue File Testing	20 days				TD / Cust.
98	0	Create Test Issue File	5 days				Cust.
99	0	Transmit Test Issue File	1 day			104,75	Cust.
100	0	Receive and Load Test Issue File	1 day			105FS-1d	TD
101	0	Additional Issue File Testing Period	9 days			106	TD / Cust.
102	0	Complete Successful Issue File Testing	0 days			107	TD / Cust.
103	0	Provide Live / Production Issue File Names	1 day			108FS-1d	TD
104	0	<b>Paid Item File Testing</b>	<b>15 days</b>				<b>TD / Cust.</b>
105	0	Create Test Paid Item File	5 days				TD
106	0	Transmit Test Paid Item File	1 day			111,75	TD
107	0	Receive and Load Test Paid Item File	1 day			112FS-1d	Cust.
108	0	Additional Paid Item File Testing Period	4 days			113	TD / Cust.
109	0	Complete Successful Paid Item File Testing	0 days			114	TD / Cust.
110	0						
111	0	<b>Partial Reconciliation</b>	<b>15 days</b>			<b>68</b>	<b>TD / Cust.</b>
112	0	Code Accounts in Bank Accounting System	3 days				TD

TD BANK - Core Banking Services  
Sample Project Plan Tasks

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
113	0	Add Accounts to ARP Operating System	3 days				TD
114	0	<b>Data Transmission / File Testing</b>	<b>15 days</b>			<b>119FS-3d</b>	<b>TD / Cust.</b>
115	0	Paid Item File Testing	15 days				TD / Cust.
116	0	Create Test Paid Item File	5 days				TD
117	0	Transmit Test Paid Item File	1 day			122,75	TD
118	0	Receive and Load Test Paid Item File	1 day			123FS-1d	Cust.
119	0	Additional Paid Item File Testing Period	4 days			124	TD / Cust.
120	0	Complete Successful Paid Item File Testing	0 days			125	TD / Cust.
121	0						
122	0	<b>Serial Sort</b>	<b>3 days</b>			<b>68</b>	<b>TD</b>
123	0	Submit request to Statement Rendering	1 day				TD
124	0	Code Accounts in Bank Accounting System	2 days			129	TD
125	0						
126	0	<b>ACH Direct Deposit / Origination (NACHA File Transmission)</b>	<b>28 days</b>			<b>68</b>	<b>TD / Cust.</b>
127	0	Build profile in ACH Operating System	3 days				TD
128	0	Data Transmission / NACHA File Testing	20 days			133FS-3d	TD / Cust.
129	0	Create Test ACH File	5 days				Cust.
130	0	Transmit Test ACH File	1 day			135,75	Cust.
131	0	Receive and Process Test ACH File	1 day			136FS-1d	TD
132	0	Additional ACH File Testing Period	9 days			137	TD / Cust.
133	0	Complete Successful ACH File Testing	0 days			138	TD / Cust.
134	0	Provide Live / Production ACH File Names	1 day			139FS-1d	TD
135	0	<b>ACH Prenote Process (Zero Dollar entries)</b>	<b>8 days</b>			<b>140</b>	<b>TD / Cust.</b>
136	0	Create and Transmit ACH Prenote File	1 day				Cust.
137	0	Receive and Process ACH Prenote File	2 days			142FS-1d	TD
138	0	ACH Prenote Period	6 days			143	Cust.
139	0	Complete ACH Prenote Process	0 days			144	Cust.
140	0						
141	0	<b>ACH Debit / Credit Block</b>	<b>3 days</b>			<b>68</b>	<b>TD</b>
142	0	Submit Request to ACH Operations Group	1 day				TD
143	0	Build profile in ACH Operating System	2 days			148	TD
144	0						
145	0	<b>Corporate Payment Notification</b>	<b>3 days</b>			<b>68</b>	<b>TD</b>
146	0	Submit Request to ACH Operations Group	1 day				TD
147	0	Build Profile in ACH Operating System	2 days			152	TD
148	0						
149	0	<b>Zero Balance Account</b>	<b>5 days</b>			<b>68</b>	<b>TD</b>
150	0	Code the Accounts in Bank Accounting System	5 days				TD
151	0						

TD BANK - Core Banking Services  
Sample Project Plan Tasks

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
152	0	<b>Controlled Disbursement</b>	<b>10 days</b>			<b>68</b>	<b>TD</b>
153	0	Add Account to the Controlled Disbursement Database	5 days				TD
154	0	Code Account in Bank Accounting System	5 days			159	TD
155	0						
156	0	<b>Wholesale Lockbox</b>	<b>20 days</b>			<b>68</b>	<b>TD / Cust.</b>
157	0	Assign PO Box Number and provide to Company	1 day				TD
158	0	Send Test Letter	5 days			163FS-1d	TD
159	0	Submit setup request to Lockbox Operations	20 days				TD / Cust.
160	0	Forward Completed Setup Form and sample documents	3 days				TD
161	0	Build Profile in Lockbox Operating System	10 days			166	TD
162	0	Establish Operating Procedures	10 days			166	TD
163	0	<b>Data Transmission / File Testing</b>	<b>17 days</b>			<b>166</b>	<b>TD / Cust.</b>
164	0	Contact Company's IT Representative	1 day				TD
165	0	Select Transmission Method and File Format	2 days			170FS-1d	TD / Cust.
166	0	Create and Transmit Test Lockbox Reporting File	5 days			171	TD
167	0	Receive and Load Test Lockbox Reporting File	1 day			172FS-1d	Cust.
168	0	Additional Lockbox Reporting File Testing Period	10 days			173	TD / Cust.
169	0	Complete Successful Lockbox Reporting File Testing	0 days			174	TD / Cust.
170	0						
171	0	<b>Retail Lockbox</b>	<b>30 days</b>			<b>68</b>	<b>TD / Cust.</b>
172	0	Assign PO Box Number and provide to Company	1 day				TD
173	0	Send Test Letter	5 days			178FS-1d	TD
174	0	Submit setup request to Lockbox Operations	30 days				TD / Cust.
175	0	Forward Completed Setup Form and sample documents	3 days				TD
176	0	Build Profile in Lockbox Operating System	10 days			181	TD
177	0	Establish Operating Procedures	10 days			181	TD
178	0	<b>Coupon Testing</b>	<b>10 days</b>			<b>181</b>	<b>TD / Cust.</b>
179	0	Test Sample Coupons	5 days				TD
180	0	Additional Coupon Testing Period	5 days			185	TD / Cust.
181	0	Complete Successful Coupon Testing	0 days			186	TD / Cust.
182	0	<b>Data Transmission / File Testing</b>	<b>30 days</b>				<b>TD / Cust.</b>
183	0	Contact Company's IT Representative	1 day				TD
184	0	Select Transmission Method and File Format	2 days			189FS-1d	TD / Cust.
185	0	Create and Transmit Test Lockbox Reporting File	5 days			190	TD
186	0	Receive and Load Test Lockbox Reporting File	1 day			191FS-1d	Cust.
187	0	Additional Lockbox Reporting File Testing Period	23 days			192	TD / Cust.
188	0	Complete Successful Lockbox Reporting File Testing	0 days			193	TD / Cust.
189	0						
190	0	<b>Lockbox Web Access</b>	<b>10 days</b>			<b>68</b>	<b>TD</b>

TD BANK - Core Banking Services  
Sample Project Plan Tasks

	% Complete	Name	Duration	Start	Finish	Predecessors	Resources
191	0	Submit setup request to Lockbox Operations	10 days				TD
192	0	Forward Completed Setup Form	3 days				TD
193	0	Code Lockbox Operating System for Web Access	7 days			198	TD
194	0	Mail Lockbox Web Access Welcome Package	1 day			199FS-1d	TD
195	0						
196	0	<b>Armored Courier / Courier Service</b>	<b>10 days</b>			<b>68</b>	<b>TD / Cust. / Vendor</b>
197	0	Contact Armored Courier Vendor	1 day				Cust.
198	0	Armored Courier Vendor to contact Company	1 day			203	Vendor
199	0	Sign Contract with Armored Courier Vendor	8 days			204	Cust. / Vendor
200	0	Establish Operating Procedure	8 days			204	TD / Cust. / Vendor
201	0	Order Deposit Bags	5 days			204	Cust.
202	0						
203	0	<b>Money Room Service</b>	<b>5 days</b>			<b>68</b>	<b>TD / Vendor</b>
204	0	Contact Money Room Vendor	1 day				TD
205	0	Establish Operating Procedure	4 days			210	TD / Vendor
206	0						
207	0	<b>Submit Implementation for Review</b>	<b>1 day</b>			<b>77,80,84,99,117,128,1</b>	<b>TD</b>
208	0						
209	0	<b>Implementation Verification</b>	<b>2 days</b>			<b>213FS-1d</b>	<b>TD</b>
210	0	Verify Implementation	2 days				TD
211	0	Implementation Complete	0 days			216	TD
212	0						
213	0	<b>Training</b>	<b>6 days</b>			<b>217</b>	<b>TD / Cust.</b>
214	0	Coordinate Training (Dates, Participants, etc.)	5 days				TD / Cust.
215	0	Conduct Training Session	1 day			220	TD / Cust.
216	0						
217	0	<b>Go Live with TD Bank</b>	<b>0 days</b>			<b>36,217,221</b>	<b>TD / Cust.</b>
218	0						
219	0	<b>Post Implementation Follow Up</b>	<b>1 day</b>			<b>223FS+4d</b>	<b>TD / Cust.</b>
220	0	Confirm all expected Products / Services are setup and functioning	1 day				TD / Cust.
221	0	Introduce Company to Customer Care Representative's)	1 day				TD / Cust.



# TD Equipment Finance

## Financing solutions for Municipalities and Governmental Agencies

TD Equipment Finance's dedicated group of professionals have specialized knowledge within this leasing sector and are committed to meeting the financial objectives of municipalities and governmental agencies. Having funded over \$2 billion in transactions, we can provide tailored financing solutions to meet the needs of governmental agencies.

### How TD Equipment Finance can meet the needs of governmental entities

- 100% financing to fund the total equipment cost
- Tax-exempt leases and loans
- Experienced professionals that understand the needs of state and local entities
- Deep expertise in energy savings projects

### Products and services we offer

- Municipal Lease Purchase Agreement
- Municipal Installment Purchase Agreement
- Municipal Acquisition, Use and Security Agreement
- Covenant to Budget and Appropriate Structure (Florida only)
- Tax Exempt Municipal Equipment Loans
- Multi-year program lines for equipment

### Entities served

- States
- Cities and counties
- Public schools/universities
- Fire/ambulance districts
- Public utilities
- Various authorities

Financing is available for many types of equipment such as:

#### ► Transportation & Public Safety

- Police Cars
- Ambulances
- Fleet Vehicles
- Fire Trucks
- School Buses
- Maintenance Equipment

#### ► Energy

- Boilers and Chillers
- Energy Saving Equipment
- Renewable Energy Equipment
- HVAC
- Control Systems

#### ► IT & Office

- Copiers and Printers
- Computers, Laptops, Servers
- Furniture
- Telecommunications Equipment

### Put the power of TD Equipment Finance to work for you.

TD Equipment Finance offers competitive financing and creative solutions.

To learn more about how we can help you with your equipment finance needs, visit [tdbank.com/equipmentleasing](https://tdbank.com/equipmentleasing)



America's Most Convenient Bank®

1-888-751-9000 | [tdbank.com](https://tdbank.com)

# Conditions of Acceptance

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## North Miami CRA Community Redevelopment Agency

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

### Pg. 10. S. 1.27. Subcontractors/Subconsultants Disclosure

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

### Pg. 11. S. 1.38. Conflicts of Interest

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

### Pg. 16. S. 2.8. Federal and State Regulations. RE: Compliance with Laws

TD Bank is a national bank and reserves its rights to operate under the terms of its national bank charter. As such, TD will comply with all applicable laws not preempted by the National Bank Act or related regulations.

### Pg. 16. S. 2.13. Termination for Default

### Pg. 17. S. 2.15. Termination for Convenience

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

No.: TDBNA-2019-26-CYBER

Dated: September 11, 2020

This document supersedes any certificate previously issued under this number

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

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

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

**Certificate Holder:**

The North Miami Community Redevelopment Agency  
City of North Miami, City Hall  
First Floor, 776 NE 125th St.  
North Miami, FL 33161-4116  
Attn.: Purchasing Department

**Named Insured and Address:**

TD Bank  
9000 Atrium Way  
Mt. Laurel, NJ 08054

**This certificate is issued regarding:**

Certificate is contingent upon award of contract to TD Bank, N.A.

RFP# 53-19-20

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
ERRORS & OMISSIONS • Professional Liability • Claims Made Policy	Lloyd's Underwriters	FINFW2000144	May 01, 2020 to May 01, 2021	Any one claim and in the aggregate	CDN 1,500,000 Excess of \$10,000 deductible
FINANCIAL INSTITUTION BOND • Employee Dishonesty, On Premises, In Transit, Forgery or Alteration, Counterfeit Currency, Securities, Computer Systems Fraud, Fidelity	Lloyd's Underwriters	FINFW2000144	May 01, 2020 to May 01, 2021	Each and every loss	CDN 1,500,000
CYBER LIABILITY • A. Cyber and Privacy Liability • B. Multi Media Liability	Lloyd's Underwriters	FINPY1900475	Dec 08, 2019 to Dec 08, 2020	Limit of Liability Self Insured Retention	CDN 1,500,000 (TD co-insures 25% of the limit) CDN 25,000,000

**Notice of cancellation:**

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

**Marsh Canada Limited**

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

Marsh Canada Limited



By:

Scott Keating

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/10/2020

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

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

<b>PRODUCER</b> <b>USI Insurance Services, LLC</b> <b>75 John Roberts Road, Building C</b> <b>South Portland, ME 04106</b> <b>855 874-0123</b>	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): 855 874-0123</b> <b>FAX (A/C, No): 877-775-0110</b> <b>E-MAIL ADDRESS:</b> <table border="1"> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1442 426 1572 447">NAIC #</th> </tr> <tr> <td data-bbox="816 457 1433 478"><b>INSURER A : Liberty Mutual Fire Insurance Company</b></td> <td data-bbox="1442 457 1572 478"><b>23035</b></td> </tr> <tr> <td data-bbox="816 489 1433 510"><b>INSURER B : Liberty Insurance Underwriters, Inc.</b></td> <td data-bbox="1442 489 1572 510"><b>19917</b></td> </tr> <tr> <td data-bbox="816 520 1433 541"><b>INSURER C :</b></td> <td data-bbox="1442 520 1572 541"></td> </tr> <tr> <td data-bbox="816 552 1433 573"><b>INSURER D :</b></td> <td data-bbox="1442 552 1572 573"></td> </tr> <tr> <td data-bbox="816 583 1433 604"><b>INSURER E :</b></td> <td data-bbox="1442 583 1572 604"></td> </tr> <tr> <td data-bbox="816 615 1433 636"><b>INSURER F :</b></td> <td data-bbox="1442 615 1572 636"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Liberty Mutual Fire Insurance Company</b>	<b>23035</b>	<b>INSURER B : Liberty Insurance Underwriters, Inc.</b>	<b>19917</b>	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER E :</b>															
<b>INSURER F :</b>															
<b>INSURED</b> <b>TD Bank, N.A.</b> <b>9000 Atrium Way</b> <b>Mt. Laurel, NJ 08054</b>															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>EB2611259595039</b>	<b>10/01/2019</b>	<b>10/01/2020</b>	EACH OCCURRENCE <b>\$2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY <b>\$2,000,000</b> GENERAL AGGREGATE <b>\$10,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			<b>AS2611259595049</b>	<b>10/01/2019</b>	<b>10/01/2020</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) <b>\$5,000</b> \$
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			<b>100010028116</b>	<b>10/01/2019</b>	<b>10/01/2020</b>	EACH OCCURRENCE <b>\$5,000,000</b> AGGREGATE <b>\$5,000,000</b> \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	<b>WA561D259595019</b>	<b>10/01/2019</b>	<b>10/01/2020</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>


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

**RE: Banking Services for the North Miami Community Redevelopment Agency**

Certificate is contingent upon award of contract to TD Bank, N.A.

**Additional Insured: North Miami Community Redevelopment Agency**  
**(See Attached Descriptions)**

**CERTIFICATE HOLDER****CANCELLATION**

<b>North Miami Community Redevelopment Agency</b> <b>Attn: Purchasing Dept.</b> <b>City of North Miami City Hall</b> <b>776 NE 125th St, 1st Floor</b> <b>North Miami, FL 33161-4116</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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## DESCRIPTIONS (Continued from Page 1)

### Liability Conditions:

Additional Insured and Waiver of Subrogation status only applies per written contract and is subject to policy terms and conditions. Additional interests under the policy, consisting of, but not limited to mortgagees, lenders loss payees, loss payees, additional insureds and additional named insureds, are covered in accordance with Certificates of Insurance issued to such interests and on file with the Company.

### Loss Adjustment and Loss Payment:

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

# CASH MANAGEMENT MASTER AGREEMENT

**Customer:** NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

TD Bank, N.A. (“Bank”) provides a broad range of non-consumer cash management products and services to its customers. The customer identified above (“Customer”) wishes to use, and Bank is willing to provide to Customer, those services that have been checked below:

1. TD eTreasury Services (Appendix I) ..... ☒
2. TD ACH Origination Services (Appendix II) ..... ☒
3. TD Wire Transfer Services (Appendix III) ..... ☒
4. TD Sweep Services (Appendix IV) ..... ☐
5. TD Positive Pay Services (Appendix V) ..... ☒
6. TD Controlled Disbursement Services (Appendix VI) ..... ☐
7. TD Lockbox Services (Appendix VII) ..... ☐
8. TD Digital Express Services (Appendix VIII) ..... ☐
9. TD Account Reconciliation Services - Full (Appendix IX) ..... ☒
10. TD Account Reconciliation Services – Partial (Appendix X) ..... ☐
11. TD Deposit Reconciliation Services (Appendix XI) ..... ☐
12. TD Check Imaging Services (Appendix XII) ..... ☐
13. TD Zero Balance Account Services (Appendix XIII) ..... ☒
14. TD Currency Services (Appendix XIV) ..... ☐
15. TD EscrowDirect Services (Appendix XV) ..... ☐
16. TD Information Reporting File Transmission Services (Appendix XVI) ..... ☐
17. TD Data Exchange Services (Appendix XVII) ..... ☐
18. TD ACH Third Party Sender Services (Appendix XVIII) ..... ☐
19. TD Image Cash Letter Services (Appendix XIX) ..... ☐
20. TD Healthcare Remittance Management Services (Appendix XX) ..... ☐
21. TD Data Transmission Services (Appendix XXI) ..... ☒
22. TD ACH Positive Pay Services (Appendix XXII) ..... ☒
23. TD Currency Services for Smartsafe (Appendix XXIII) ..... ☐

24. TD Electronic Bill Payment Presentment & Payment Services (Appendix XXIV) .... ☐
25. TD Integrated Payables Processing Services (Appendix XXV)..... ☐
26. TD Electronic Lockbox (Bill Payment Aggregation) Services (Appendix XXVI)..... ☐
27. TD Paymode-X Services (Appendix XXVII) ..... ☐
28. TD Integrated Receivables Services (Appendix XXVIII) ..... ☐

The “Cash Management Service(s)” or “Service(s)” shall hereafter mean the cash management service(s) identified above and provided by Bank (and/or Bank’s third-party service providers) to Customer pursuant to this Agreement, the Appendices, including Amended Appendices, as defined below, exhibits, Setup Form(s), and any service guides or manuals made available to Customer by Bank.

### **Agreement**

This Cash Management Master Agreement is by and between Bank and Customer. This Cash Management Master Agreement shall be and is hereby incorporated by reference into and forms part of the "Contract" between the parties, the terms of which include: (1) the Request for Proposal (the "RFP"); (2) the Bank's Proposal (the "Proposal"); and (3) this Agreement (the "CMMA"). The Parties agree that any ambiguity, conflict or inconsistency in the foregoing documents that together constitute the Contract shall be resolved in the following order: (1) the CMMA; (2) the Proposal and (3) the RFP.

Bank agrees to provide to Customer and Customer agrees to use certain Cash Management Services (as defined above) offered and approved by Bank for Customer's use. Bank and Customer agree that the Cash Management Services will be governed by the general terms and conditions of the Contract, including the rules and procedures applicable to each of the Services (collectively, the “Rules”). The Rules are contained in the Appendices to this Agreement, and are hereby incorporated in and made a part of this Agreement.

The following terms and conditions are applicable to all Cash Management Services provided to Customer hereunder.

**1. Definitions.** Capitalized terms used in this Agreement and in any Appendix, unless otherwise defined herein or therein, shall have the meanings set forth below:

“Access Devices” means collectively all security, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, electronic identities or signatures, encryption keys and/or individual passwords associated with or necessary for Customer’s access to and use of any Cash Management Services.

“Account” means an Account, as such term is defined in the Account Agreement, used in connection with any Cash Management Services.

“Account Agreement” means the Business Deposit Account Agreement issued by Bank and governing Customer’s deposit relationship with Bank, as the same may be amended from time to time.

“Affiliate(s)” means, with respect to any party, any company controlled by, under the control of, or under common control with such party.

“Amended Appendix” means an amendment to an Appendix that supplements or revises, but does not revoke in its entirety, a prior Appendix for a particular Service.

“Appendix” means a description of the rules and procedures applicable to a particular Service to be provided by Bank to Customer. Each such Appendix, including any Amended Appendix, is incorporated herein by reference and made a part hereof, and all references herein to Agreement shall be deemed to include all Appendices unless otherwise expressly provided. If there is any conflict between the provisions of this Agreement and any Appendix or Amended Appendix, the Appendix or Amended Appendix shall govern, but only to the extent reasonably necessary to resolve such conflict.

“Authorized Representative” means a person designated by Customer as an individual authorized to act on behalf of Customer with respect to certain matters and/or authorized to access and use the Services, as evidenced by certified copies of resolutions from Customer’s board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank, including, without limitation, any Customer enrollment or Setup Form(s) completed by Customer.

“Bank Internet System” means Bank’s Internet-based electronic information delivery and transaction initiation system, as may be offered by Bank from time to time, including but not limited to Bank’s eTreasury Services.

“*Bank Internet System Appendix*” means the agreement issued by Bank that governs Customer’s use of the Bank Internet System.

“*Business Day*” has the meaning given to it in the Account Agreement.

“*Calendar Day*” has the meaning given to it in the Account Agreement.

“*Primary Account*” means the Account designated by Customer to which any direct Service fees due Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services may be sent by Bank.

“*Substitute Check*” has the meaning given to it in Section 3(16) of the *Check Clearing for the 21<sup>st</sup> Century Act* (“Check 21”), P.L. 108-100, 12 U.S.C. § 5002(16).

## **2. The Services.**

2.1 Bank shall provide to Customer, subject to this Agreement and the applicable Appendix, all Cash Management Services that Customer may request and that Bank may approve from time to time. Bank shall not be required to provide any Services specified in an Appendix unless Customer also provides all information reasonably required by Bank to provide to Customer the Service(s) specified therein.

2.2 Customer, through its Authorized Representative, may use the Services solely in accordance with the terms and conditions of this Agreement and the related Appendices.

2.3 With the exception of scheduled off-peak downtime periods, Bank shall make all reasonable efforts to make the Services available to Customer each Business Day.

2.4 Access to on-line or Internet-based Services may be denied for various reasons, including if invalid Access Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.5 Customer is authorized to use the Services only for the purposes and in the manner contemplated by this Agreement.

2.6 Customer agrees to cooperate with Bank, as Bank may reasonably request, in conjunction with the performance of the Services.

2.7 Customer agrees to comply with the Rules, as they may be amended from time to time by Bank.

2.8 A number of Bank’s Services are subject to processing cut-off times on a Business Day.

Customer can obtain information on Bank’s current cut-off time(s) for Service(s) by reviewing the relevant Service’s Setup Form(s), as applicable, or by calling Treasury Management Services Support at 1-866-475-7262, or by contacting Customer’s Treasury Management Services Representative. Instructions received after a cut-off time or on a day other than a Business Day will generally be deemed received as of the next Business Day.

2.9 Except for the Service Fees (as further defined in Section 4.2 of this Agreement) and scope of included Services applicable to the Term of the Contract as further described in Section 14 of this Agreement, Bank may make changes to this Agreement and any Appendix at any time by providing notice to Customer in accordance with the terms of this Agreement or as may be required by applicable law. Notwithstanding anything to the contrary herein, any Appendix that provides for an alternative form and method for making changes to such Appendix and for providing notice of the same shall govern for that Service. Further, notwithstanding anything to the contrary in the Contract, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures associated with the Services and provide prompt subsequent notice thereof to Customer.

2.10 In connection with this Agreement and the Services, Customer agrees that it shall present, and Bank shall have a duty to process, only Substitute Checks that are created by financial institutions; provided, however, that this limitation shall not apply to Substitute Checks created with data from Customer pursuant to any Appendix for Services involving the creation of electronic check images using check conversion technology.

## **3. Covenants, Representations and Warranties.**

3.1 Customer represents and warrants that the individual(s) executing this Agreement and any other agreements or documents associated with the Services has/have been authorized by all necessary Customer action to do so, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service. Each Authorized Representative whom Customer permits to access and use the Services is duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Services; (ii) access any information related to any Account(s) to which the Authorized Representative has access; and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access.

3.2 Bank may unconditionally rely on the validity and accuracy of any communication or transaction made, or purported to be made, by an Authorized Representative and in accordance with the terms of this Agreement.

3.3 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent

the unauthorized disclosure or use of all Access Devices associated with or necessary for Customer's use of the Services.

3.4 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer."

3.5 Customer shall use the Services only for its own lawful business purposes. Customer shall not use the Services for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion, and as further described in Section 33. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer's officers, employees and Authorized Representatives do not use the Services for personal, family or household purposes, or for any other purpose not contemplated by this Agreement.

3.6 Customer agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Customer is bound, or (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this Agreement.

3.7 Customer and Bank shall comply with (i) all applicable federal, state and local laws, regulations, rules and orders; (ii) the Account Agreement; (iii) all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies; (iv) the Uniform Commercial Code; (v) Office of Foreign Asset Control ("OFAC") requirements; and (vi) all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively (i) through (vi), "Compliance Laws").

#### **4. Account Agreement; Service Fees.**

4.1 Bank and Customer agree that any Account established by Customer in connection with Services offered by Bank shall be governed by the Account Agreement, including one or more fee schedules issued by Bank for the Account. If there is any conflict between the terms and provisions of this Agreement and the Account Agreement, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

4.2 During the Term of the Agreement, as described in Section 14, Customer agrees to compensate Bank for all Accounts and Services that Bank provides

pursuant to this Agreement, any Appendices, and in accordance with the Proposal (the "Service Fees"). Any fees and charges associated with Accounts or Services that are not specified in the Contract shall be governed by Bank's standard schedule of fees and charges applicable to Accounts or Services generally. By signing below, Customer acknowledges receipt of the Account Agreement and acceptance of the Service Fees, and agrees to be bound by their terms.

4.3 Customer authorizes Bank to charge the Primary Account for all applicable charges and fees to the extent that such charges and fees are not offset by earnings credits or other allowances for Customer's Account(s). If the balance of available funds in the Primary Account is not sufficient to cover such fees, Bank may charge such fees to any other deposit Account maintained on Bank's records in Customer's name. Customer also agrees to pay all sales, use or other taxes (other than taxes based upon Bank's net income) that may be applicable to the Services provided by Bank hereunder.

4.4 During the Term of this Agreement, as described in Section 14, Bank may not amend Service Fee(s) associated with those Services provided by Bank in accordance with the Contract, unless by mutual written agreement of the parties. Bank acknowledges and agrees that the fees reflected in the Proposal, shall control and be in effect for the Term of this Agreement. Notwithstanding the foregoing, Bank may charge or amend Service Fee(s) associated with new or additional Services that Customer may request that are not included in the Services under the Contract.

**5. Customer Information.** Customer agrees to provide to Bank, before Bank begins providing any Services to Customer, any and all information required to comply with applicable law and Bank's policies and procedures relating to customer identification and authority. Such information may include, without limitation, official certificates of customer existence, copies of Customer formation agreements, business resolutions or equivalent documents, in a form acceptable to Bank authorizing Customer to enter into this Agreement and to receive Services from Bank pursuant hereto, and designating certain individuals as Customer's Authorized Representatives.

#### **6. Software.**

6.1 Bank may supply Customer with certain software owned by or licensed to Bank to be used by Customer in connection with the Services ("Software"). Customer agrees that all such Software is and shall remain the sole property of Bank and/or the vendor of such Software. Customer agrees to comply with all of the terms and conditions of all license and other agreements which are provided to Customer by Bank and/or the Software vendor and/or which govern Customer's use of Software associated with the Services. Unless otherwise agreed in writing between Bank and Customer, Customer shall be responsible for the payment of all costs of installation of

any Software provided to Customer in connection with the Services, as well as for selection, installation, maintenance and repair of all hardware required on Customer's premises for the successful operation of the Software.

6.2 Except as otherwise expressly prohibited or limited by applicable law, Customer shall indemnify, defend and hold harmless Bank, its successors and assigns, from and against any loss, damage or other claim or liability attributable to Customer's unauthorized distribution or disclosure of any Software provided with the Services or any other breach by Customer of any Software license. The provisions of this paragraph shall survive termination of this Agreement.

6.3 Any breach or threatened breach of this Section will cause immediate irreparable injury to Bank, and Customer agrees that injunctive relief, including preliminary injunctive relief and specific performance, should be awarded as appropriate to remedy such breach, without limiting Bank's right to other remedies available in the case of such a breach. Bank may apply to a court for preliminary injunctive relief, permanent injunctive relief and specific performance, but such application shall not abrogate Bank's right to proceed with an action in a court of competent jurisdiction in order to resolve the underlying dispute.

**7. Computer Requirements.** For certain Cash Management Services, Customer will need to provide, at Customer's own expense, a computer or similar Internet-enabled device, software and Internet or other connections and equipment as needed to access the Services (collectively, the "Computer"). Customer's Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as Bank may specify from time to time. Customer's browser must be one that is certified and supported by Bank for optimal performance. Customer is responsible for the installation, maintenance and operation of the Computer and all related charges, including without limitation all Internet service provider, telephone and other similar charges incurred in connecting to the Services. Customer is responsible for installing and maintaining appropriate virus protection software on Customer's Computer. Bank recommends that Customer routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. Bank is not responsible for any errors or failures caused by any malfunction of the Computer. Bank is not responsible for any Computer virus or related problems that may be associated with access to or use of the Services, any Software, the Computer or other Internet access, including but not limited to any virus, Trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware or other malicious or unwanted software or related problems that may be associated with access to or use of the Services, any Software or the Computer. Bank also is not responsible for any losses or delays in transmission of information Customer provides to Bank or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing Customer's connection to the Internet or any

browser software. From time to time, Bank may require that Customer upgrade or install software to the Computer to ensure the proper operation of the Services. Customer agrees to promptly load any such upgrades or additional installations upon Bank's notice to Customer.

## **8. Bank Third Parties.**

8.1 Customer acknowledges that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to Bank in connection with Bank's provision of the Services to Customer and that accordingly, Bank's ability to provide the Services hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of Customer's data, instructions (oral or written) and funds. In addition, Customer agrees that Bank may disclose Customer's financial information to such Third Parties (i) where it is necessary to provide the Services requested; (ii) in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or (iii) when Customer gives its written permission.

8.2 Bank will be responsible for the acts and omissions of its Third Parties in the same manner as if Bank had performed that portion of the Services itself, and no claim may be brought by Customer against such Third Parties. Notwithstanding the foregoing, any claims against Bank (with respect to the acts or omissions of its Third Parties) or its Third Parties shall be subject to the limitations of liability set forth herein to the same extent as if Bank had performed that portion of the Services itself. However, Bank will not be deemed to be the agent of, or responsible for, the acts or omissions of any person (other than its Third Parties), and no such person shall be deemed Bank's agent.

## **9. Customer Communications; Security Procedures.**

9.1 In providing the Services, Bank shall be entitled to rely upon the accuracy of all information and authorizations received from Customer or an Authorized Representative and, where applicable, the authenticity of any signatures purporting to be of Customer or an Authorized Representative. Customer agrees promptly to notify Bank of any changes to any information or authorizations provided to Bank in connection with the Services, and further agrees to promptly execute any new or additional documentation Bank reasonably deems necessary from time to time in order to continue to provide the Services to Customer.

9.2 Customer agrees that it shall be solely responsible for ensuring its compliance with any commercially reasonable security procedures established by Bank in connection with the Services, as such may be

amended from time to time, and that Bank shall have no liability for any losses sustained by Customer as a result of a breach of security procedures if Bank has complied with the security procedures.

9.3 Bank shall be entitled to rely on any written list of Authorized Representatives provided to Bank by Customer until revoked or modified by Customer in writing. Customer agrees that Bank may refuse to comply with requests from any individual until Bank receives documentation reasonably satisfactory to it confirming the individual's authority. Bank shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by an Authorized Representative. Bank may also accept verbal instructions from persons identifying themselves as an Authorized Representative, and Bank's only obligation to verify the identity of such person as an Authorized Representative shall be to call back such person at a telephone number(s) previously provided to Bank by Customer as part of the Account or Services' Setup Form(s). Bank may, but shall have no obligation to, call back an Authorized Representative other than the Authorized Representative from whom Bank purportedly received an instruction. Bank may, but shall have no obligation to, request additional confirmation, written or verbal, of an instruction received from an Authorized Representative via telephone at any time or for any reason whatsoever prior to executing the instruction. Bank may also in its discretion require the use of security codes for Authorized Representatives and/or for receiving instructions or items from Customer. Customer understands and agrees, and Customer shall advise each Authorized Representative that, Bank may, at Bank's option, record telephone conversations regarding instructions received from an Authorized Representative.

9.4 Any security procedures maintained by Bank are not intended to detect errors in the content of an instruction received from Customer or Customer's Authorized Representative. Any errors in an instruction from Customer or Customer's Authorized Representative shall be Customer's sole responsibility. Customer agrees that all security procedures described in this Agreement and applicable Appendix are commercially reasonable and that Bank may charge Customer's Account for any instruction that Bank executed in good faith and in conformity with the security procedures, whether or not the transfer is in fact authorized.

9.5 Customer agrees to adopt and implement its own commercially reasonable internal policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). Customer also agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions. Customer will provide timely and accurate notification to Bank of any Data Breaches when known or reasonably suspected by Customer and will take all reasonable

measures, which may include, without limitation, retaining and/or utilizing competent forensic experts, to determine the scope of and data or transactions affected by any Data Breaches, and promptly providing all such information to Bank, subject to any limitation imposed on Customer by law enforcement or applicable law.

9.6 BANK'S SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM OR AS OTHERWISE PROVIDED BY LAW. IF A SECURITY PROCEDURE INVOLVES THE USE OF ACCESS DEVICES, THE CUSTOMER SHALL BE RESPONSIBLE TO SAFEGUARD THESE ACCESS DEVICES AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. CUSTOMER HAS THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURE OR ACCESS DEVICES. CUSTOMER HAS THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN ITS OWN PROCEDURES TO ASSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

**10. Fraud Detection / Deterrence; Positive Pay.** Bank offers certain products and services such as Positive Pay (with or without payee validation), ACH Positive Pay, and Account blocks and filters that are designed to detect and/or deter check, automated clearing house ("ACH") or other payment system fraud. While no product or service will be completely effective, Bank believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against Customer's Account. Failure to use such products or services could substantially increase the likelihood of fraud. **Customer agrees that if, after being informed by Bank or after Bank otherwise makes information about such products or services available to Customer consistent with Section 27 of this Agreement, Customer declines or fails to implement and use any of these products or services, or fails to follow these and other Bank-identified or recommended precautions reasonable for Customer's particular circumstances, Customer will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precaution was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have any liability for paying such items, except to the extent that Bank has failed to exercise the required standard of care under the Uniform Commercial Code.**

**11. Duty to Inspect.** Customer is responsible for monitoring all Services provided by Bank, including each individual transaction processed by Bank, and notifying Bank of any errors or other problems within ten (10) Calendar Days (or such longer period as may be required

by applicable law) after Bank has made available to Customer any report, statement or other material containing or reflecting the error, including an Account analysis statement or on-line Account access. Except to the extent otherwise required by law, failure to notify Bank of an error or problem within such time will relieve Bank of any and all liability for interest upon correction of the error or problem (and for any loss from any subsequent transaction involving the same error or problem). In the event Customer fails to report such error or problem within thirty (30) Calendar Days after Bank made available such report, statement or on-line Account access, the transaction shall be deemed to have been properly authorized and executed, and Bank shall have no liability with respect to any error or problem. Customer agrees that its sole remedy in the event of an error in implementing any selection with the Services shall be to have Bank correct the error within a reasonable period of time after discovering or receiving notice of the error from Customer.

**12. Overdrafts; Set-off.** Bank may, but shall not be obligated to, complete any transaction in connection with providing the Services if there are insufficient available funds in Customer's Account(s) to complete the transaction. In the event any actions by Customer result in an overdraft in any of Customer's Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of Customer's Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand. Bank has the right, in addition to all other rights and remedies available to it, to set off the unpaid balance of any amount owed it in connection with the Services against any debt owing to Customer by Bank, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by Bank, whether collected or in the process of collection, or in any other Account maintained by Customer at, or evidenced by any certificate of deposit issued by, Bank. Except as otherwise expressly prohibited or limited by law, if any of Customer's Accounts become overdrawn, underfunded or for any reason contain a negative balance, then Bank shall have the right of set-off against all of Customer's Accounts and other property or deposit Accounts maintained at Bank, and Bank shall have the right to enforce its interests in collateral held by it to secure debts of Customer to Bank arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

**13. Transaction Limits.**

13.1 In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Bank, or will cause Bank to violate any law, regulation, rule or order to which it is subject, Bank may, in Bank's sole and exclusive discretion, without prior notice, limit Customer's transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or Bank may terminate any Service then being provided to Customer. Bank will provide notice of such limits to Customer in accordance with the terms of this Agreement.

13.2 Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate showing Customer's financial condition, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

**14. Term and Termination.**

14.1 This Agreement shall be effective when (i) signed by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information, including any Setup Form(s) and electronic data, reasonably required by Bank prior to commencing to provide the Services or otherwise in accordance with the Contract, and shall terminate    (the "Initial Term"). The parties may renew this Agreement by mutual written agreement for an additional    (the "Renewal Term"). Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Services to Customer until adequate documentation and information are provided.

14.2 This Agreement shall continue in effect as described in Section 14.1, unless and until terminated by either party with thirty (30) Calendar Days' prior written notice to the other. Either party may terminate an Appendix in accordance with the provisions of this Section without terminating either this Agreement or any other Appendix. Upon termination of this Agreement or any Appendix, Customer shall, at its expense, return to Bank, in the same condition as when delivered to Customer, normal wear and tear excepted, all property belonging to Bank and all proprietary material delivered to Customer in connection with the terminated Service(s).

14.3 If an Appendix is terminated in accordance with this Agreement, Customer must contact Treasury Management Services Support for instructions regarding the cancellation of all future dated payments and transfers. Bank may continue to make payments and transfers and to perform other Services that Customer has previously authorized or may subsequently authorize; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer or to perform any other Services that Customer has previously authorized or subsequently authorizes after an Appendix had terminated.

14.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend any Service(s) provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Service(s) that is necessary for the ongoing use of the Service(s) or necessary for Bank to charge Service Fees, including, but not limited

to, closure of the Primary Account, (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing Services to Customer, including the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors, (iii) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation or warranty by Customer, (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement, as may be defined therein, (v) if there has been a seizure, attachment, or garnishment of Customer's Accounts, assets or properties, (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds or (vii) if Bank reasonably believes that the continued provision of Services in accordance with the terms of this Agreement or any Appendix would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

## **15. Limitation of Liability; Disclaimer of Warranties.**

15.1 Customer acknowledges that Bank's fees and charges for the Services are very small in relation to the amounts of transfers initiated through the Services and, as a result, Bank's willingness to provide the Services is based on the limitations and allocations of liability contained in this Agreement. Unless expressly prohibited or otherwise restricted by applicable law, the liability of Bank in connection with the Services will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct, or bad faith. In no event shall Bank be liable for any consequential, special, incidental, indirect, punitive or similar loss or damage that Customer may suffer or incur in connection with the Services, including, without limitation, attorneys' fees, lost earnings or profits and loss or damage from subsequent wrongful dishonor resulting from Bank's acts, regardless of whether the likelihood of such loss or damage was known by Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Unless expressly prohibited by or otherwise restricted by applicable law, and without limiting the foregoing, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing paid by, charged to or otherwise assessed against Customer for Services over the three (3) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred or such fewer number of preceding months as this Agreement has been in effect. Notwithstanding any of the foregoing, for transactions

which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

15.2 Except as otherwise expressly provided in Section 8 of this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

15.3 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current, or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

15.4 Bank is not liable for failing to act sooner than required by any Appendix or applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

15.5 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order, or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control. Bank shall not be liable for Customer's attorney's fees in connection with any such claim.

15.6 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

15.7 The provisions of this Section 15 shall survive termination of this Agreement.

#### **16. Indemnification.**

16.1 Except as otherwise expressly prohibited or limited by law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank due to any claim or action by any person, entity or other third-party against Bank to the extent such claim or action relates to or arises out of:

(i) any claim of any person that  
(a) Bank is responsible for any act or omission of Customer or  
(b) a Customer payment order contravenes or compromises the rights, title or interest of any third party, or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;

(ii) any failure by Customer to observe and perform properly all of its obligations hereunder or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and

(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's

Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

16.2 The provisions of this Section 16 shall survive termination of this Agreement.

#### **17. RESERVED.**

**18. Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Bank or Customer from operating normally.

**19. Documentation.** The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations, relating to or arising under this Agreement.

**20. Entire Agreement.** Bank and Customer acknowledge and agree that the Contract and any amendments hereto, all other documents incorporated by reference therein, constitute the complete and exclusive statement of the agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services.

**21. Amendments.** Except for the Service Fees (as further defined in Section 4.2 of this Agreement) and scope of included Services applicable to the Term of the Contract. Bank may, at any time, amend this Agreement, the Services or Appendices in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective as provided in the notice to Customer as described below. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective. Customer will remain obligated under this Agreement and any Appendices, including without limitation, being obligated to pay all amounts owing thereunder, even if Bank amends this Agreement or any Appendices. Notwithstanding anything to the contrary in this Agreement, in any Appendix or the Contract, if Bank believes immediate action is necessary for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer. As set forth in Section 14.2, Customer may terminate this

Agreement or any Appendix upon its receipt of any notice of change that is not acceptable to Customer.

**22. Severability.** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement, would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

**23. Assignment and Delegation.** Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.

**24. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**25. Non-Waiver.** No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

**26. Governing Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the State of New Jersey.

**27. Notices.**

27.1 Except as otherwise expressly provided in this Agreement, all notices that are required or permitted to be given by Customer (including all documents incorporated herein by reference) shall be sent by first class mail, postage prepaid, and addressed to Bank at the address provided to Customer in writing for that purpose. All such notices shall be effective upon receipt.

27.2 Customer authorizes Bank to, and Customer agrees that Bank may, send any notice or communication that Bank is required or permitted to give to Customer under this Agreement, including but not limited to notice of any change to the Services, this Agreement or any Appendix, to Customer's business mailing address or Customer's business e-mail address as it appears on Bank's records, or electronically by posting the

notice on Bank's website, on an Account statement or via facsimile, and that any such notice or communication will be effective and deemed delivered when provided to Customer in such a manner. Customer agrees to notify Bank promptly about any change in Customer's business mailing or Customer's business e-mail address and acknowledges and agrees that no such change will be effective until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that Bank may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

**28. Jury Trial Waiver.** BANK AND CUSTOMER EACH AGREE THAT NEITHER BANK NOR CUSTOMER SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF THE RELATIONSHIP BETWEEN BANK AND CUSTOMER, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BANK NOR CUSTOMER HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. BANK AND CUSTOMER EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE. The provisions of this Section 28 shall survive termination of this Agreement.

**29. Beneficiaries.** This Agreement is for the benefit only of the undersigned parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

**30. Recording of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement and related to the Services may be recorded and retained by either party by use of any reasonable means, except as otherwise expressly prohibited or limited by applicable law.

**31. Facsimile Signature.** The parties acknowledge and agree that this Agreement and any Appendix or Amended Appendices may be executed and delivered by facsimile, and that a facsimile signature shall be treated as and have the same force and effect as an original signature. Notwithstanding the foregoing, Bank may, in its sole and exclusive discretion, also require Customer to deliver this Agreement and any Appendix or Amended Appendices with an original signature for its records.

**32. Relationship.** Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

### **33. Third-Party Service Provider Activities.**

33.1 Customer As a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use one or more of the Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, who may or may not otherwise be customers of Bank, as well as on Customer's own behalf (hereinafter, when acting in such capacity, referred to as "Customer As Service Provider"). Customer shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any Services in such capacity. Customer agrees that Bank retains the right to reject any request by Customer to engage in Customer As Service Provider activities as well as any transactions initiated by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the Services in the capacity of Customer As Service Provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and conduct transactions with respect to its Accounts through use of any of the Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" in the Agreement will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the Services;

(c) all of the provisions set forth in the Agreement will apply to Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to a Service is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for that Service; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank under this Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

Agreement as they relate to Customer's use of the Services for itself as well as each such Customer client. Bank may require written confirmation from each Customer client that it has authorized Customer to include its Accounts in Bank's implementation of Customer's set-up for the Services, and Customer agrees to notify Bank immediately if that authority is revoked or changed.

33.2 Customer Engaging a Third-Party Service Provider. Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third-party service provider to act as Customer's agent to use one or more of the Services (hereinafter such third-party to be referred to as "Customer's Third-Party Service Provider"). In such event, all transactions received by Bank from Customer's Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Customer's Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Agreement. Customer agrees, jointly and severally with Customer's Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Customer's Third-Party Service Provider on behalf of Customer. Customer and Customer's Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or any continuation by Customer's Third-Party Service Provider of any Services on Customer's behalf. Notice of any termination of Customer's Third-Party Service Provider's authority to use one or more of the Services on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any transactions initiated by Customer's Third-Party Service Provider in its sole discretion.

**34. Section Headings.** The section headings used in this Agreement are only meant to organize this Agreement, and do not in any way limit or define Customer's or Bank's rights or obligations.

35. **Confidentiality.** In further consideration of the terms of this Agreement, Customer expressly covenants and agrees that, effective as of its execution of this Agreement, Customer will not disclose, nor authorize its agents or attorneys to disclose, directly or indirectly, orally or in writing, spontaneously or in response to inquiries from any entity or person, the terms of this Agreement, and any other document or agreement to which reference is made herein, except pursuant to any order, summons or other legal process issued by any state or federal court, or any state, federal, municipal or other governmental agency, or as reasonably necessary to tax advisors, attorneys, accountants, and other professionals, or as necessary to fulfill any contractual undertakings hereunder. Customer expressly recognizes that any unauthorized disclosure of information specified herein, or any threatened disclosure, would cause irreparable injury to Bank which may not be adequately compensated by damages. Accordingly, in the

event of a breach or threatened breach of the provisions of Section 35 of this Agreement by Customer, Bank shall be entitled to an injunction restraining and prohibiting Customer from doing so or continuing to do so. Nothing herein shall be construed as prohibiting Bank from pursuing any other remedies available for such breach or threatened breach, including the recovery of damages. The restrictions set forth in this Section 35 shall not apply to information which (i) was, is or becomes public knowledge not in violation of this Section 35; (ii) is acquired by Customers from a third party lawfully possessing such information; or (iii) is disclosed in testimony, pleadings or papers filed by Bank in any judicial proceeding. Customer understands and agrees that this Section 35 is a material provision of this Agreement, that Bank would not have entered into this Agreement without such confidentiality obligations, and that any breach of this Section 35 shall be a material breach of this Agreement.

**IN WITNESS WHEREOF**, Customer and Bank have duly caused this Agreement, including all applicable Appendices, to be executed by an Authorized Representative.

Date: 11/6/2020

**NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY**

(Customer)

SAMPLE

SAMPLE

(Address)

By: \_\_\_\_\_

(Signature of Authorized Representative)

Print Name: SAMPLE

Title: SAMPLE

Governmental

TD BANK, N.A

By: \_\_\_\_\_

(Signature of Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT TO CASH MANAGEMENT MASTER AGREEMENT:**

### **GOVERNMENTAL ENTITY SERVICES**

This Exhibit is incorporated by reference into the parties' Cash Management Master Agreement (the "Agreement") and applies to all Cash Management Services made available by Bank to Customer, as a governmental entity or unit. All capitalized terms used herein without definition shall have the meanings given to them in the Agreement. Bank and Customer agree that, notwithstanding anything to the contrary contained in the Agreement, the following terms and provisions shall apply to the Agreement:

#### **TERMS AND CONDITIONS**

1. Section 26, "Governing Law," of the Agreement is hereby deleted in its entirety and replaced with the following:

**26. Governing Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction pursuant to which Customer was incorporated or otherwise organized, except where applicable federal law is controlling. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

2. The following new Section 35 is hereby added immediately after Section 34:

**35. Additional Representations and Warranties.** For purposes of this Section, "Governmental Unit" means: (A) any town, city, county or similar local governmental unit, including without limitation any school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district or other political subdivision, agency, bureau, department or other instrumentality thereof, or similar quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If Customer is a Governmental Unit of the type included in (A) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other officer authorized by law with signatory authority to enter into banking services agreements; (ii) that this

Agreement has been duly authorized and approved by the governing body of Customer in accordance with applicable law, and, at Bank's request, as evidenced by the certification of the Secretary or other legal authority of the governing body and provided with this Agreement; (iii) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; (iv) that if this Agreement remains in effect for more than one budget year, upon request of Bank, Customer will ratify and provide evidence of the renewal of this Agreement in subsequent years; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(b) If Customer is a Governmental Unit of the type included in (B) above, Customer and the individual signing below represent, warrant and agree: (i) that this Agreement has been duly executed by a financial or other officer authorized by law with signatory authority to enter into banking services agreements on behalf of Customer; (ii) that this Agreement has been duly authorized by a senior or similar officer of Customer; (iii) that Customer has complied with all state laws and regulations, including any regulations or policies adopted by Customer with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer service agreement; (iv) that only persons authorized to disburse Customer funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and (v) that this Agreement is the valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

(c) For a Customer of the type included in either (A) or (B) above, Customer and the individual signing below further represent, warrant and agree: (i) that upon Bank's request, Customer shall provide

evidence of those persons authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) above; (ii) that upon Bank's request, Customer will certify its compliance with (a) or (b), as applicable, on an annual or other periodic basis; and (iii) that Customer will provide notice to Bank if any person authorized to disburse Customer funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

**3. Effectiveness.** Customer agrees to all the terms and conditions of this Exhibit. The liability of Bank under this Exhibit shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Exhibit shall remain in full force and effect until such time as a different or amended Exhibit is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

Remainder of page intentionally left blank.

## APPENDIX I

### TD eTREASURY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and governs Customer's use of the Bank Internet System (the "Services" or "eTreasury"). All capitalized terms used herein without definition shall have the meanings given to them in the parties' Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

#### TERMS AND CONDITIONS

##### 1. Definitions.

*"Account(s)"* means, with respect to eTreasury, a checking, regular statement savings, money market deposit, certificate of deposit, investment or commercial loan or line of credit account(s) Customer maintains with Bank for business or non-consumer purposes that is designated by Customer for use with the Services, as described below.

*"Account Agreement"* means, in addition to the meaning contained in the parties' Cash Management Master Agreement, any and all agreements between Customer and Bank which govern Customer Accounts (as defined above) and which were provided to Customer when Customer opened its Account(s), or any other documents governing Customer's Account(s), each as may be amended from time to time.

*"Administrator"* or *"Account Administrator"* means Customer's employee(s) or other person(s) that Customer (or any Administrator designated by Customer) designates on the Services' Setup Form(s) (or by on-line changes to such designations as described below) as being its Authorized Representative, or as authorized to act on Customer's behalf, with respect to the Services.

*"Authorized User"* means any person Customer's Administrator designates as being authorized to access or use any of the Services on Customer's behalf.

*"Login ID"* means the electronic identification, in letters and numerals, assigned to Customer by Bank or to any additional Authorized Users designated by Customer's Account Administrator.

*"Mobile Application"* or *"Mobile App"* means the downloadable software application on a Mobile Device that Customer may use to perform certain electronic banking tasks in lieu of Customer's Computer.

*"Mobile Device"* means an eligible mobile communications device, which may include a mobile phone or a tablet.

*"Payment"* means a transfer of funds to or from Customer's Account(s).

##### 2. Services.

2.1 This Appendix describes the terms and conditions under which Bank will provide Customer with access to and use of any of the electronic information delivery and transaction initiation services that Bank makes available using the Bank Internet System.

2.2 By accessing the Services via Customer's Computer with the Access Devices (as defined in the Cash Management Master Agreement), Customer may perform any or all of the Services described in this Appendix and selected for use in the Services' Setup Form(s) and that Bank has approved for Customer's use. Some of the Services described in this Appendix may also be available via Customer's Mobile Device using the Mobile App. Bank reserves the right to reject Customer's Services' Setup Form(s), schedules and other required documents and to refuse Customer access to or use of the Services for any reason and in Bank's sole discretion. Bank may, in its sole and exclusive discretion, introduce new features of the Services from time to time but is not required to notify Customer of the availability of any such new features.

2.3 By subscribing to the Services, Customer will have access to the Services' basic features, which include but may not be limited to, in Bank's sole and exclusive discretion, the following:

**2.3.1 Previous-Day Balance Reporting.** Previous-Day Balance Reporting allows Customer to review the balances and transaction history in Customer's checking, savings, money market deposit and loan Account(s) for such period of time as described in the Services' Setup Form(s). Customer may also view images of deposit tickets, deposit items, paid checks and return deposited items. This information may be viewed upon implementation of the Services. The scope of the time

periods for which transactional history and check images may be viewed (including pre-implementation periods) may vary and depend upon various factors, such as when Account(s) were opened and when the Services were first implemented and set-up.

**2.3.2 Real-Time Balance Reporting.** Real-Time Balance Reporting allows Customer to review current Account balance(s) and transaction activity in real-time.

**2.3.3 Book Transfers.** Book Transfers allows Customer to make intra-Bank fund transfers between Customer's checking, savings and loan Accounts.

**2.3.3.1 General.** Book Transfers may be made as one-time or recurring, same-day or in the future. Book Transfers may also be initiated from (i) one-Account-to-one-Account, (ii) one-Account-to-many-Accounts, or (iii) many-Accounts-to-one-Account. Recurring Book Transfers may utilize one of several repeating frequency options (weekly, monthly, etc.), as set forth in the Services. Book Transfer templates may be created and saved for frequently executed transfers. Pending Book Transfers and templates may be edited or deleted (cancelled) through the Services by Authorized Users at any time prior to the Business Day on which the associated transfer is scheduled to occur. Book Transfer amounts and the order in which such transfers occur are limited to the available balance in the Account(s) on the effective date of the transfer. For same-day transactions, Customer will need to have a sufficient available balance in the Account from which funds are to be transferred to cover the amount of the Book Transfer. For future or recurring Book Transfers, Customer will need to have sufficient available funds on the day the transaction is to occur. The number of Book Transfers from interest bearing checking and savings Accounts are subject to the terms of the Account Agreement and federal regulations. Book Transfers that Customer transmits by Bank's cut-off time as set forth on the Services' designated website or the Services' Setup Form(s) on a Business Day will be posted to the Account as of that Business Day; however, a request (whether a same-day funds transfer or a future-dated transfer) may not result in an immediate transfer of funds or immediate availability because of the time required to process the transaction. Customer is solely responsible for the review of the previous day's transaction report and the status of the Book Transfer request within the Services to ensure that the transaction was processed. Only Book Transfers initiated through the Services will be displayed on the Services' "Transfer" reports tab. All transfers are subject to the Account Agreement.

**2.3.3.2 Future-Dated Book Transfer.** In conjunction with Book Transfers, a request to transfer funds between Customer's Accounts may be initiated and approved for a future date. The future transfer date may be scheduled for such date in advance as may be permitted from time to time by Bank and as set forth within the Bank Internet System. Future-dated transfers may be scheduled as a one-time request or a recurring request in a pre-determined amount, based on the

instructions entered by Customer with the request. Future-dated Book Transfers will be initiated on the Business Day requested by Customer, not on the date Customer entered the transaction using the Services.

**2.3.4 Stop Payment.** Stop payments of checks drawn on Customer's Account(s) are subject to the terms and conditions of the Account Agreement. Notwithstanding anything in the Account Agreement to the contrary, Customer may use the Services to initiate stop payment orders for an individual check or a range of checks. Bank shall have no responsibility for losses resulting from any delay in Bank's receipt of stop payment orders transmitted by means of the Bank Internet System or for Customer not taking additional actions when a response message from the Bank Internet System indicates a response other than a successful confirmation. Customer must provide Bank with the **EXACT CHECK NUMBER OR RANGE OF CHECK NUMBERS**. When known, Customer should also provide the **EXACT AMOUNT OF THE CHECK**. If the check number is incorrect in any way or the amount of the check is inaccurate by one cent or more in the stop payment order, payment will not be stopped and Bank will not be responsible for resulting losses. All other information must be reasonably accurate. Requests are generally effective when successfully entered and submitted by Customer via the Services. Notwithstanding the foregoing, Customer understands that if the stop payment request comes too late for Bank to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then Customer's stop payment request shall be of no effect. Stop payments requested using the Bank Internet System are effective for three hundred sixty-five (365) Calendar Days unless renewed before the end of the 365-day period. Customer is solely responsible for confirming the status of a stop payment order. Except as otherwise provided by Compliance Laws or the terms of the Cash Management Master Agreement, Customer shall not have the right to stop payment on or recall any electronic fund transfers or similar payment order or transfer request given hereunder after it has been transmitted to Bank. Only stop payment orders initiated or recalled through the Bank Internet System will be displayed on the Bank Internet System's Stop Payments screen. Stop payment orders that are not initiated through the Bank Internet System may also be cancelled through the Bank Internet System.

**2.3.5 E-Learning.** E-Learning is a self-paced, interactive educational tool available via the Services that Customer may use to learn more about the various features or modules related to the Services, as well as how to use them.

**2.3.6 Customizable Dashboard.** Using this feature, Customer can configure and save Account balance views, as well as command one-click access to detailed information, balance and payment reports, and high-use transaction initiation features. It is Customer's responsibility to view the "Dashboard" for Bank notices when designating another section of the Bank Internet System as the desired landing page.

2.4 In addition to the Services as described in this Appendix and/or in the Services' Setup Form(s), additional features, modules or other Cash Management Services related to eTreasury may be offered from time to time by Bank, in its sole and exclusive discretion, including but not limited to the following:

2.4.1 **Wire Transfers.** Wire transfers are subject to the terms and conditions of the TD Wire Transfer Services Appendix. Once approved by Bank for use by Customer, this Service allows Customer to transfer funds electronically using the Fedwire or similar funds transfer system, typically from Customer's Account(s) to other account(s) with Bank or to account(s) at other banks. Domestic or foreign wire transfers entered through the Services will be processed as set forth in the TD Wire Transfer Services Appendix.

2.4.2 **ACH Originations.** ACH originations are subject to the terms and conditions of the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, as applicable. Once approved by Bank for use by Customer, this Service allows Customer to initiate and approve ACH transactions that Customer desires Bank to enter into the ACH network on Customer's behalf. ACH transactions entered through the Services will be processed and settled as set forth in the TD Automated Clearing House (ACH) Origination Appendix, the TD Third-Party Sender Services Appendix or the TD ACH Third Party Service Provider Agreement, as applicable.

2.4.3 **File Transfers.** File transfers is a method for Customer and Bank to send and receive reports and files (including, but not limited to, ACH, Reconciliation, Lockbox, and BAI files) to each other through the Internet and are subject to the terms and conditions of applicable Appendices. Such reports and files may also be auto-generated and auto-delivered.

## 2.5 Mobile App.

2.5.1 The Mobile App may not be available on all types of Mobile Devices. Customer also acknowledges that the Services may not be available on Customer's Mobile Device or may have limited utility over some mobile networks, such as when roaming.

2.5.2 ***Customer understands that standard data and text messaging rates charged by the telecommunications carrier providing service for Customer's Mobile Device will apply when Customer uses its Mobile Device to enroll in and use the Services.***

3. **Hours of Access.** Customer generally may access the Services 24 hours a day, seven (7) days a week. Customer may not be able to access some or all of the Services from time to time, however, during any special or other scheduled maintenance periods, or during emergencies, interruptions or delays due to causes beyond Bank's control.

## 4. Account Designation.

4.1 Customer may designate any of Customer's Accounts maintained with Bank for business or non-consumer purposes for use with the Services. Generally, the taxpayer identification number for each Account must be the same, and each Account is subject to the other conditions set forth in this Appendix, except as Bank, in its sole discretion, may otherwise permit. Bank reserves the right to deny any Account designation for use with the Services in its sole discretion.

4.2 Customer may at any time add or delete any Account that Customer has designated for use with any of the Services, or change the Services associated with any Account, by notifying Bank in writing.

## 5. Administrator(s) and Authorized Users.

5.1 Customer shall designate Administrator(s) with Bank as set forth in the Services' Setup Form(s). Customer is solely responsible for designating its Administrator(s).

5.2 The Administrator(s) may designate other Administrators and/or Authorized Users. Customer accepts as its sole responsibility the Administrator's designation of other Administrators and Authorized Users. Customer understands that the Administrator(s) will control, and Customer authorizes the Administrator(s) to control, access by other Administrators and Authorized Users of the Services through the issuance of Access Devices. The Administrator(s) may add, change or terminate Customer's Authorized User(s) from time to time and in his/her sole discretion. Bank does not control access by any of Customer's Authorized Users to any of the Services. If Customer designates more than one (1) Administrator, Bank recommends that Customer manage its use of the Services and its Administrators by requiring dual control to set up new Authorized Users. Bank also recommends that Customer review and assign limits for Authorized Users that create and/or approve wire transfers and ACH transactions, as established on the Services' Setup Form(s). In the event that Bank, in its sole and exclusive discretion, assists Customer in any way with the establishment, addition or general set-up of Authorized Users, Customer understands and agrees that the Administrator(s) shall remain responsible for verifying the accuracy thereof and shall otherwise control access by any of Customer's Authorized Users to any of the Services.

5.3 Customer will require each Administrator and each Authorized User to comply with all provisions of this Appendix and all other applicable agreements. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply. Customer is responsible for any Payment, transfer and other use of the Services and charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization. Bank recommends that Customer require its Administrator(s) to review all

entitlement reports available through the Services with respect to Customer's Authorized User(s).

5.4 Customer acknowledges and agrees that an Authorized User is not permitted to authorize other persons/entities to use its Access Devices. Notwithstanding the foregoing, if an Authorized User does authorize other persons/entities to use the Authorized User's Access Devices in any manner, such authorization will be considered by Bank as unlimited in amount and manner, and Customer is responsible for any transactions made by such persons/entities, until Customer's Administrator has deactivated the subject Authorized User's Access Devices. Bank will not be liable for and will not reimburse Customer for any losses that may occur as a result of this authorized use of an Authorized User's Access Devices.

5.5 Whenever any Authorized User leaves Customer's employ or Customer otherwise revokes the authority of any Authorized User to access or use the Services, the Administrator(s) are solely responsible for deactivating such Authorized User's Access Devices. Customer shall notify Bank in writing whenever a sole Customer Administrator leaves Customer's employ or Customer otherwise revokes a sole Administrator's authority to access or use the Services.

## **6. Access Devices; Security Procedures.**

6.1 Upon successful enrollment, Customer can access the Services from Bank's designated website by using Customer's Computer, Mobile Device or, as may be permitted by Bank from time to time in its sole discretion and in accordance with Bank's terms and conditions for such access, using other mobile or other Internet-enabled system(s) or device(s), along with the Services' security procedures as described from time to time. A company ID assigned to Customer by Bank, a unique Login ID and an individual password will be used for log-in by Customer's Administrator(s) and Authorized User(s). The Administrator(s) and Authorized User(s) must change his or her individual password from time to time for security purposes. ).

6.2 Customer acknowledges that the Administrator(s) will, and Customer authorizes the Administrator(s) to, select other Administrators and Authorized Users by issuing to any person a unique Login ID and password (subject to the additional security procedures described below). Customer further acknowledges that the Administrator(s) may, and Customer authorizes the Administrator(s) to, change or de-activate the unique Login ID and/or password from time to time and in his or her sole discretion (subject to the additional security procedures described below).

6.3 Customer acknowledges that, in addition to the above individual passwords, access to the Services includes, as part of the Access Devices, additional security procedures, including as described below:

6.3.1 **Tokens.** An additional security procedure incorporates use of a physical security device or token ("Token") for, by way of example only, initial log-in and/or certain transactional or administrative functionality. A Token may be issued to any Authorized User(s), for example, for use in initiating and/or approving ACH transactions and wire transfers, to log in to the Services, as well as with certain administrative functionality, and/or for the creation of ACH and wire templates. Physical security of each Token is Customer's sole responsibility. With the Token, each Authorized User will receive a PIN number that the Authorized User must keep in a secure place. When an Authorized User (or Administrator) leaves Customer's employ, his or her Login ID must be deleted by Customer (or by Bank upon Customer's request) and, if a Token had been issued to such Authorized User (or Administrator), Bank must be promptly notified so that Bank may deactivate such Authorized User's (or Administrator's) Token. Any additional Authorized User requiring a Token must be authorized, in writing by Customer to Bank, for Token creation or re-creation and deployment. If applicable, fees may be assessed for additional Tokens.

6.3.2 **Payment Status Alerts.** A further security procedure requires Customer to enroll in alerts for changes to payment status ("Payment Status Alerts") within the Bank Internet System. Customer must designate the Authorized User or Administrator that will receive the email alert each time a wire transfer or ACH transaction has a status of "Pending Approval" in the Bank Internet System. Bank strongly recommends that the Authorized User or Administrator to receive such Payment Status Alert is a different Authorized User or Administrator than who will approve the wire or ACH transaction.

6.3.2.1 Payment Status Alerts are not encrypted and will never include Customer's Access Devices or full Account number(s). However, Payment Status Alerts may include Customer's name and some information about Customer's Account(s). Anyone with access to Customer's email address on file with the Bank will be able to view the contents of such Payment Status Alerts. Customer agrees to test the successful receipt of the Payment Status Alerts to make sure they are not routed to the Customer's spam or other blocked mail folder. Bank is not responsible for how Customer's email system may deliver or categorize the Payment Status Alerts.

6.3.2.2 Customer acknowledges and agrees that Customer will not include full Account number(s) or other sensitive Customer or Account information in any customized subject line.

6.3.2.3 Customer understands and agrees that Customer's Payment Status Alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide Payment Status Alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any Payment Status Alert. Customer also agrees that Bank shall not be liable for any delays, failure to

deliver, or misdirected delivery of any Payment Status Alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on a Payment Status Alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of Payment Status Alerts sent to email addresses or phone numbers connected with mobile or similar devices.

6.3.2.4 Certain voluntary alerts are also available to the Customer as described in Section. 9.2

6.3.34 **Dual Control.** Customer further acknowledges and agrees that all wire transfers and ACH transactions initiated through the Services require “dual control” or separation of duties. With this additional security feature, one Authorized User will create, edit, cancel, delete and restore ACH batches or wire transfer orders under his/her unique Login ID, password and Token; a second *different* Authorized User with his/her own unique Login ID, password and Token will be required to approve, release or delete ACH batches or wire transfer orders. Customer acknowledges and agrees that it must notify the Bank to designate the individuals that will serve as the first Authorized User and second Authorized User and notify the Bank to request any subsequent changes to these named individuals.

6.4 Customer accepts as its sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to, the Access Devices. Customer agrees to take reasonable precautions to safeguard the Access Devices and keep them confidential. Customer agrees not to reveal the Access Devices to any unauthorized person. Customer further agrees to notify Treasury Management Services Support immediately at 1-866-475-7262 if Customer believes that the confidentiality of the Access Devices has been compromised in any manner.

6.5 The Access Devices identify and authenticate Customer (including the Administrator and Authorized Users) to Bank when Customer accesses or uses the Services. Customer authorizes Bank to rely on the Access Devices to identify Customer when Customer accesses or uses any of the Services, and as signature authorization for any Payment, transfer or other use of the Services. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Access Devices, where such communications were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement, regardless of whether the communications or instructions are authorized. Bank owns the Access Devices, and Customer may not transfer them to any other person or entity.

6.6 Customer acknowledges and agrees that the Access Devices and other security procedures applicable to Customer’s use of the Services and set forth in this Appendix, as well as such security best practices as described by Bank from time to time and made available on the Bank Internet System, are a commercially reasonable method for the purpose of verifying whether any Payment,

transfer or other use of the Services was initiated by Customer. Customer also agrees that any election Customer may make to change or waive any optional security procedures recommended by Bank is at Customer’s risk and that any loss resulting in whole or in part from such change or waiver will be Customer’s responsibility. Customer further acknowledges and agrees that the Access Devices are not intended, and that it is commercially reasonable that the Access Devices are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other use of the Services.

6.7 If Customer has reason to believe that any Access Devices have been lost, stolen or used (or may be used) or that a Payment or other use of the Services has been or may be made with any Access Devices without Customer’s permission, Customer must contact its Administrator and Bank. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Access Devices, where such communications or instructions were provided to Bank in accordance with the security procedures and other terms as set forth in the Cash Management Master Agreement.

6.8 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7. **Debiting Customer’s Account(s).** Customer authorizes Bank to charge and automatically deduct the amount of any Payment from Customer’s Account(s) (or any other Account that Customer maintains with Bank, if necessary), in accordance with the Cash Management Master Agreement and the Account Agreement.

## 8. **Electronic Statements.**

8.1 As an eTreasury user, and subject to Bank’s approval and applicable set-up and enrollment requirements, Customer may elect to stop or resume the mailing of paper statements for eligible Accounts by requesting this feature from Bank.

8.2 Only Accounts accessible via the Services may be enrolled for electronic statement delivery. Eligible Accounts are displayed on the “Statements” page of the Services. If Customer currently receives a consolidated periodic statement that includes multiple Accounts and Customer selects electronic statement delivery, all Accounts shown on the consolidated statement will be automatically enrolled for electronic statement delivery. For joint Accounts, only one Account owner need enroll for electronic statement delivery; provided, that each Account owner must separately enroll if that Account owner wishes to receive and have access to its Account statements electronically.

8.3 Customer's electronic statement will generally be available within 24 hours after the statement cut-off date. The statement cut-off date for Customer's electronic statement is the same as Customer's paper statement. Once made available as described herein, the information contained in Customer's electronic statement shall be deemed to have been delivered to Customer personally, whether actually received or not. Customer may view, print and download current statements and such period of statement history as set forth on the Bank Internet System. To view or print an electronic statement, Customer must have an appropriate version of Adobe Acrobat software installed on Customer's Computer or Mobile Device sufficient to support access to a PDF file.

8.4 At Customer's request, Bank will send Customer a paper copy of Customer's electronic statement previously delivered through the Services at any time. Bank's standard fee then in effect and charged for paper delivery of copies of Account statements will apply. A request for a paper copy does not cause a termination of the electronic statement feature. A paper copy can be obtained until the copy is no longer required to be maintained by Bank as a record for the designated Account under applicable law or regulation.

8.5 Customer may revoke consent for the electronic statement feature for Customer's Accounts at any time by contacting Customer's Relationship Manager. Electronic posting of Customer's electronic statement on the Services' site and transmission of related email notices will continue until: (i) termination of the electronic statement feature; (ii) termination of Customer's designated Accounts with Bank; or (iii) termination of this Appendix, the Cash Management Master Agreement or Customer's use of the Services.

8.6 Bank may discontinue the electronic statements feature at any time in Bank's discretion and resume mailing paper statements to Customer. Bank may also add, modify or delete any feature of the electronic statements feature in Bank's discretion. Bank will provide Customer with notice of any change or termination in the electronic statement feature in accordance with the terms of the parties' Cash Management Master Agreement.

## **9. Voluntary Alerts.**

9.1 The Services allow Customer to choose to receive additional optional alert messages regarding Customer's Account(s), including but not limited to messages to alert Customer about high or low Account balance thresholds, debit or credit transactions cleared, and payment status for ACH and wire transactions. Bank may add new alerts from time to time, or cancel existing alerts. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms of the parties' Cash Management Master Agreement. Each alert has different options available, and Customer will be asked to select from among these options upon activation of Customer's alerts service.

9.1.1 Electronic alerts will be sent to the email address Customer has provided as Customer's primary email address for the Services or via the Services' secure messaging feature. If Customer's email address changes, Customer is responsible for informing Bank of the change. Customer can also choose to have alerts sent to a secondary email address. Changes to Customer's primary and secondary email addresses will apply to all of Customer's alerts.

9.1.2 Customer understands and agrees that Customer's alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance on an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts sent to email addresses or phone numbers connected with mobile or similar devices.

9.1.3 Alerts are not encrypted and will never include Customer's Access Devices or full Account number(s). However, alerts may include Customer's name and some information about Customer's Accounts, depending upon which alert(s) Customer selects. Anyone with access to Customer's email address will be able to view the contents of these alerts.

### **9.1.4**

**10. Use of Financial Management (FM) Software.** Use of the Services may be supplemented by use of certain FM software. Compatibility and functionality of the FM software with the Services may vary depending upon the FM software Customer is using, and Bank makes no representations or guarantees regarding use of the Services with Customer's FM software. Customer is responsible for obtaining and maintaining the FM software. Customer's use of the FM software is governed by the software license agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on Customer's Computer. Customer is responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or Customer's Computer. Bank will provide Customer with reasonable assistance, when requested, to enable Customer's use of the Services with FM software. Bank is not responsible for any problems related to the FM software itself, Customer's Computer or Customer's ability to connect using the FM software as described in this Appendix. Customer should verify all Account data obtained and any transactions that may be executed on Customer's Accounts using FM software, as applicable. Bank's records of transactions, instructions and

communications regarding Customer's Accounts and use of the Services supersede any records stored or created on Customer's Computer through the use of FM software. Customer is responsible for any and all obligations to any software vendor arising from Customer's use of that vendor's FM software. Customer acknowledges and agrees that the FM software versions supported by Bank for purposes of use with the Services shall be in accordance with the sunset policy of the FM software provider.

**11. Additional Security Terms.** In addition to the other terms of this Appendix and of the parties' Cash Management Master Agreement, Customer agrees not to disclose any proprietary information regarding the Services to any third party (except to Customer's Administrator(s) and Authorized User(s)). Customer acknowledges that there can be no guarantee of secure transmissions over the Internet and agrees to comply with any operating and commercially reasonable security procedures Bank may establish from time to time with respect to the Services. Customer will be denied access to the Services if Customer fails to comply with any of these procedures. Customer is responsible for reviewing the transaction reports Bank provides on-line and in Customer's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Services or in the parties' Cash Management Master Agreement, all transactions will be deemed to be authorized by Customer and to be correctly executed thirty (30) Calendar Days after Bank first provides Customer with a statement or online transaction report showing that transaction, unless Customer has provided written notice that the transaction was unauthorized or erroneously executed within that period. In order to minimize risk of loss, Customer agrees to cause its Administrator or designated Authorized User(s) to review the transaction audit log available with the Services to

detect unauthorized or erroneous transactions not less frequently than once every five (5) Calendar Days.

**12. Terminating this Appendix; Liability.**

12.1 This Appendix may be terminated in accordance with the terms and conditions of the Cash Management Master Agreement.

12.2 The provisions of this Appendix relating to Customer's and Bank's liability and the disclaimer of warranties set forth in the Cash Management Master Agreement and incorporated herein by reference shall survive the termination of this Appendix.

**13. Changes to the Services and this Appendix.** Bank may change the Services and this Appendix (including any amendments hereto) in accordance with the terms and conditions of the Cash Management Master Agreement.

**14. Notices.** Notices required by this Appendix shall be provided in accordance with the terms and conditions of the Cash Management Master Agreement.

**15. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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## APPENDIX II

### TD ACH ORIGATION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and the parties' Bank Internet System Agreement, as applicable. This Appendix applies to all automated clearing house ("ACH") Services made available to Customer, in Customer's capacity as an Originator, by Bank, as an Originating Depository Financial Institution ("ODFI"). All capitalized terms used herein without definition shall have the meanings given to them in either the Cash Management Master Agreement or the *NACHA Rules* (as defined below), as applicable. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

#### TERMS AND CONDITIONS

**1. Services.** The ACH network is a funds transfer system which provides for the interbank clearing of electronic credit and debit Entries for participating financial institutions. The ACH system is governed by the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines* (collectively the "*NACHA Rules*").

#### **2. Customer Obligations.**

2.1 Customer will comply and shall cause its employees, officers, directors, agents and its Authorized Representative(s) and Administrator(s) to comply with (i) the *NACHA Rules* as amended from time to time and (ii) any specifications, advisories, interim policies, or instructions related to ACH transactions issued, from time to time, by Bank, NACHA or any federal or state regulatory authorities. The duties of Customer set forth in this Appendix in no way limit the requirement that Customer comply with the *NACHA Rules*. Customer specifically adopts and makes to Bank all representations and warranties of an Originator under the *NACHA Rules*, including that Customer will not initiate Entries in violation of the laws of the United States. Customer has access to a copy of the *NACHA Rules* and acknowledges receipt of a copy. (The *NACHA Rules* may be obtained at NACHA's website at [www.NACHA.org](http://www.NACHA.org) or by contacting NACHA directly at 703-561-1100.) Customer agrees to subscribe to receive revisions to the *NACHA Rules* directly from NACHA.

2.2 Customer will maintain a checking Account ("Settlement Account") at Bank with available balances as of the Effective Entry Date sufficient to offset any Entries submitted and against which any rejected or returned Entries may be credited or debited. Bank reserves the right, in its sole and exclusive discretion and at any time, to require ACH pre-funding of credit Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating to pre-funding of such Entries, including as otherwise set forth in this Appendix. Bank also reserves the right, in its sole and exclusive

discretion and at any time, to delayed settlement of debit Entries requested by Customer, in accordance with the terms and conditions of any agreement between Bank and Customer relating thereto.

2.3 Customer agrees from time to time, upon Bank's request and in accordance with this Appendix and the parties' Cash Management Master Agreement, to promptly provide Bank with information pertaining to Customer's financial condition as Bank may request, including without limitation, the name(s) of other financial institutions that Customer is using to originate Entries.

2.4 Nothing in this Appendix or any course of dealing between Customer and Bank (i) constitutes a commitment or obligation of Bank to lend money to Customer, (ii) obligates Bank to extend any credit to Customer, to make a loan to Customer or otherwise to advance funds to Customer to pay for any payment order contrary to Bank's published availability schedules and the settlement timing as reflected herein, and in such other documents and materials as may be provided to Customer by Bank with regard to the Services from time to time, (iii) constitutes a modification of this Appendix, the *NACHA Rules*, or the Security Procedures, or (iv) otherwise constitutes an agreement between Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

2.5 Customer is responsible for all tariffs, duties or taxes (excluding U.S. federal, state and local taxation of the income of Bank) that may be imposed by any government or governmental agency in connection with any payment order executed pursuant to this Appendix, including without limitation any international tariffs, duties or taxes related to international ACH Entries as further described in Section 6 below.

2.6 Customer shall be liable for all fines including without limitation any international fines related to international ACH Entries as further described in Section 6 below, that may be incurred by Bank that are attributable to Customer's failure to comply with (i) the *NACHA Rules*, or (ii) the laws, regulations and orders administered by the U.S., including without limitation, the U.S. Department of

the Treasury's Office of Foreign Assets Control ("OFAC") and the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

### 3. Risk Exposure Limits.

3.1 Bank will establish for Customer, in Bank's sole and exclusive discretion, a transactional "Credit Exposure Limit" and a "Debit Exposure Limit" ("Exposure Limit(s)"). Each Exposure Limit will be established as an aggregate limit over multiple Settlement Dates with other not-yet-settled transactions issued by Customer through any ACH application with Bank. The Exposure Limits are based on Customer's financial condition and anticipated or historical level(s) of Entry instructions with Bank. Bank will notify Customer of Customer's Exposure Limits prior to implementation of the Services.

3.2 Customer shall promptly notify Bank if Customer anticipates a significant increase or decrease in the dollar amount of any of its ACH transactions. Bank may, from time to time, in its sole discretion, change the amount of Customer's Exposure Limits. Bank may, on an annual or more frequent basis, in Bank's sole discretion, review Customer's Exposure Limits and make any adjustments to Customer's Exposure Limits that Bank may deem appropriate.

3.3 Bank monitors all Exposure Limits for every customer that originates ACH transactions. Bank may suspend or reject processing of any Entry instructions if such Entry exceeds Customer's Exposure Limit(s). Bank may, in its sole and exclusive discretion, but shall have no obligation, to elect to process occasional Entry instructions that would exceed Customer's Exposure Limit(s). If Customer's Entry instructions exceed its Exposure Limit(s), Bank may elect to process such instructions subject to there being sufficient available funds in the Settlement Account, or in any other Customer Account(s) authorized by Bank for ACH transaction purposes, for the total amount of all credit Entries submitted to Bank for processing. In such event, Bank may elect to reduce available funds in the Settlement Account, as well as place a hold on available funds in any other Customer Account(s) authorized by Bank for ACH transaction purposes to the extent necessary to cover the total amount of the ACH credit Entries, on the Business Day that Bank begins processing Customer's ACH file. Customer's Settlement Account will be debited on the effective Settlement Date of the file, simultaneously with removal of the hold on funds in the other Customer Account(s). Alternatively, if Customer's Entry instructions exceed Customer's Exposure Limit(s), Bank may elect to process such instructions and release a file against insufficient collected funds, subject to Customer promptly depositing collected funds in the Settlement Account in the form of a cash deposit, wire transfer, intra-bank fund transfer or loan advance to cover Customer's funding obligation.

### 4. File Transmission Methods; Addenda.

4.1 Customer may elect, in accordance with the Services' Setup Form(s), to transmit a NACHA-formatted file to Bank via the following methods, or via such other methods as Bank may permit from time to time in its sole and exclusive discretion:

**4.1.1 Bank Internet System Transmission.** Customer may transmit a NACHA-formatted file to Bank via the service described in the Bank Internet System Appendix. Customer agrees to the terms of the Bank Internet System Appendix and its related security procedures when initiating Entries as described therein.

**4.1.2 Direct Electronic Transmission.** Customer may transmit a NACHA-formatted file directly to Bank, as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Connectivity between Bank and Customer must be established and successfully tested prior to live transactions.

**4.2 Electronic Data Interchange ("EDI").** EDI consists of the electronic movement of data between Customer and Bank in a structured, computer-retrievable data format that permits information to be transferred between a computer program at Customer's location and a computer program at Bank's location without re-keying. Customer and Bank may transmit between each other an ACH file that contains ACH Addenda which conform to the *NACHA Rules* via EDI, and as described in or as otherwise permitted by Bank's Appendix for Data Transmission Services. Bank will process and forward Addenda information along with financial transactions through the ACH network. Bank will, upon Customer's request, forward Addenda information to Customer within two (2) Business Days of Bank's receipt of such information.

### 5. Transmittal of Entries by Customer.

5.1 Customer will send file(s) of credit and debit Entries to Bank (i) with computer readable information; (ii) with an ACH file and format consistent with current NACHA file and Bank specifications; and (iii) on the medium as agreed by the parties and in accordance with the security procedures associated with that transmission medium. Customer agrees to initiate Entries described herein in accordance with the requirements of, and in compliance with its responsibilities, representations and warranties as an Originator under, the *NACHA Rules*.

5.2 With respect to any credit and debit Entries initiated and transmitted by Customer that involve consumers, Customer will comply with, each as may be amended from time to time: (i) all authorization, disclosure and other requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, including, without limitation, any applicable requirements of Regulation E of the Consumer Financial Protection Bureau (or any successor entity who administers Regulation E) (hereinafter "Regulation E") and the Federal Electronic Funds Transfer Act.

5.3 Customer acknowledges the right of a consumer Receiver of an unauthorized debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from Receiver's account by such Receiver sending a written notice to Receiver's Receiving Depository Financial Institution ("RDFI") in accordance with the *NACHA Rules* (i.e., a Written Statement of Unauthorized Debit), and where such notification is received in time and in a manner that reasonably allows the RDFI to meet the deadline for transmitting a Return Entry as provided in the *NACHA Rules*. Customer also acknowledges the right of a corporate Receiver of a debit Entry, as applicable and as described in the *NACHA Rules*, to obtain a refund of the funds debited from such Receiver's account by such Receiver sending a notice to Receiver's RDFI within two (2) Business Days following the Settlement Date of the original Entry. Customer indemnifies Bank against any such claim for a refund by any Receiver.

5.4 In accordance with this Appendix, Customer may use the Services to initiate and transmit credit and debit Entries with certain Standard Entry Class ("SEC") Codes. Authorized SEC Codes include PPD, PPD+, CCD, CCD+ and CTX. All other SEC Codes may be used with proper designation on the Services' Setup Form(s) and in accordance with additional instructions from and requirements by Bank, as applicable. Bank may also suspend or terminate Customer's use of one or more SEC Codes at any time in Bank's sole and exclusive discretion.

5.5 Bank may suspend Customer's use of one or more inactive ACH set-ups after 12 months of inactivity and subsequently terminate Customer's use of the inactive ACH set-up on one or more channels of delivery, after 16 months of inactivity. Non-use of ACH Origination for 16 months, may result in the termination and removal of the ACH Service.

## **6. International ACH Transactions ("IAT Entries").**

6.1 An IAT Entry is a debit or credit Entry that is part of a payment transaction involving a Financial Agency located outside of the territorial borders of the United States, which is processed through the domestic ACH network, pursuant to the *NACHA Rules*, including the rules pertaining to International ACH Transactions. IAT Entries also include those that are funded directly by an incoming international wire or similar funding source. The *NACHA Rules* establish SEC Code "IAT" for all International ACH Transactions. Customer agrees to be bound by the *NACHA Rules* and all other statutes and regulations pertaining to IAT Entries, including all applicable OFAC and FinCEN rules and regulations associated with IAT Entries. Customer acknowledges that IAT Entries require additional mandatory information, according to special formatting requirements, in the computer record for such Entries within an ACH batch file. Customer expressly agrees to identify and properly initiate all IAT Entries. Bank will facilitate IAT Entries to

Receivers located in foreign countries approved by Bank and facilitated by the ACH or the Gateway Operator (hereinafter in this Section, collectively, "ACH Operator"). Bank will process each IAT Entry in accordance with (a) the laws and payment system rules and requirements of the receiving foreign country ("Foreign Country Rules"), (b) any agreement governing IAT Entries between Bank and the ACH Operator through which Bank processes the IAT Entry, the terms of which Bank communicates to Customer prior to Customer's use of the Services or from time thereafter, and (c) the *NACHA Rules*.

6.2 Customer acknowledges and agrees that IAT Entries may be subject to laws, regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Before initiating an IAT Entry, Customer agrees to understand and accept the Foreign Country Rules. An IAT Entry must be authorized by the Receiver. The form and content of the Receiver's authorization, including whether such authorization is oral, electronic or written, is governed by Foreign Country Rules. Customer assumes the risk of rejection of its Entries according to Foreign Country Rules, Bank and the ACH Operator. Customer expressly acknowledges and agrees that Outbound IAT Entries, once transmitted, are irrevocable and are subject to the Foreign Country Rules; furthermore, the time frames for return of an Entry are determined by the Foreign Country Rules and may exceed the sixty (60) day return window for consumer Entries defined by the U.S. ACH system and the *NACHA Rules*, as well as the return window for non-consumer Entries. Customer also agrees that IAT Entries may not be dishonored, reversed or settled upon a specific date, and that pre-notifications are not permitted with respect to IAT Entries involving certain foreign countries. To the extent not otherwise prohibited by law, in connection with IAT Entries, (1) Customer assumes the risk of all fluctuations in foreign exchange rates or availability, and (2) Customer assumes the risk of loss for creating any and all erroneous IAT Entries. Customer acknowledges and agrees that the processing, settlement and/or availability of such Entries may be delayed or suspended in the event that Bank determines that enhanced scrutiny or verification of such Entries is necessary under the *NACHA Rules* and/or applicable U.S. law. The ACH Operator through which Bank processes the IAT Entry, in its sole discretion, may also refuse to handle IAT Entries. Customer acknowledges that Bank shall have no liability for such delay or refusal.

6.3 In addition to the provisions of Section 22 of this Appendix, Customer makes the following additional representations and warranties with respect to any IAT Entry submitted by Customer or on Customer's behalf:

6.3.1 Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN; and

6.3.2 The origination of an Outbound IAT Entry is in compliance with the Foreign Country Rules, including any requirements regarding authorization with respect to an IAT Entry.

6.4 Bank will not be liable for (a) any failure or delay by the ACH Operator, any intermediary financial institution, or the financial institution designated to receive the IAT Entry in the receiving country in processing or failing to process any IAT Entry that is transmitted to the receiving country, or (b) the acts or omissions by a third party, including without limitation, the delay or failure of any third party to process, credit or debit any IAT Entry. Bank is also not responsible for the transmission or settlement of IAT Entries on foreign holidays or other days on which foreign countries may not process Entries.

6.5 With respect to credit IAT Entries that Customer wishes to originate in the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"), Bank will originate the IAT Entries in U.S. dollars ("USD") only. Once the Entry is transmitted by Bank to the ACH Operator, the ACH Operator will convert the amount to be transferred from USD to the Foreign Currency. If the financial institution designated to receive the funds does not pay the Receiver specified in the Entry, or if the Entry is subsequently determined to be erroneous, the ACH Operator will convert the amount to be returned from the Foreign Currency to USD. Bank will not be liable for any difference in the amount of the original Entry after it has been converted from the Foreign Currency to USD. Further, if Customer designates the currency to arrive at the receiving financial institution in Foreign Currency, and the designated Receiver account at the receiving financial institution is a USD account, Customer acknowledges that the receiving financial institution may: (1) elect to convert the currency back to USD and post the transfer to the Receiver's account accordingly, or (2) return the Entry, in which case the amount transferred is converted from Foreign Currency back to USD to post back to Customer's account. Customer assumes all foreign exchange risk associated with any of the foregoing.

## **7. Security Procedures.**

7.1 Customer and Bank shall comply with the security procedures set forth or incorporated by reference in this Appendix, the Cash Management Master Agreement, the Bank Internet System Appendix, Data Transmission Services Appendix and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s) (collectively the "Security Procedures"), with respect to Entries transmitted by Customer to Bank. Customer acknowledges and agrees the Security Procedures are a commercially reasonable method for the purpose of verifying the authenticity of Entries (or any request for cancellation or amendment thereof). Customer further acknowledges that the purpose of the Security Procedures is not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Bank and Customer for the detection of any such error.

7.2 Customer is strictly responsible for establishing, implementing, maintaining and (as appropriate) updating its own security procedures (a) to safeguard against unauthorized transmissions, and (b) relating to the initiation,

processing and storage of Entries. As required by the *NACHA Rules* with respect to the protection of ACH information (non-public information, including financial information of Receivers and Customer's customers, used to create, or contained within, an ACH Entry and any related addenda record), Customer shall ensure that its security policies, procedures and systems:

- Protect the confidentiality and integrity of the protected information,
- Protect against anticipated threats or hazards to the security or integrity of protected information until its destruction, and
- Protect against unauthorized use of protected information that could result in substantial harm to the Receiver/customer.
- Abide by all rules pertaining to commercially reasonable data security as prescribed within the *NACHA Rules*

Customer warrants to Bank that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and Customer agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions Bank provides in connection with the Security Procedures. If Customer believes or suspects that any such information or instructions have been known or accessed by an unauthorized person, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers Bank makes in good faith prior to, and within a reasonable time period after, its receipt of such notification.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

## **8. Compliance with Security Procedures.**

8.1 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Customer, it will be deemed effective as Customer's Entry (or request), and Customer shall be obligated to pay Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by Customer, provided Bank acted in compliance with the Security Procedures.

8.2 If an Entry (or a request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Customer, Customer shall be obligated to pay the amount of the Entry as provided

herein, whether or not Bank complied with the Security Procedures and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with the Security Procedures.

#### **9. Recording and Use of Communications.**

Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Appendix may be electronically recorded and retained by either party by use of any reasonable means.

#### **10. Processing, Transmittal and Settlement of Entries by Bank.**

10.1 Bank will process, transmit and settle for credit and debit Entries initiated by Customer as provided in the *NACHA Rules* as in effect from time to time, and pursuant to this Appendix. Exclusive of "Same Day ACH Entries," which are described in Section 23 below, Bank will transmit such Entries as an ODFI to the ACH Operator by the deadline of the ACH Operator, provided such Entries are received by Bank prior to 8:00 p.m. Eastern Time ("ET") and the ACH Operator is open for business on such Business Day. Entries received after 8:00 p.m. ET will be deemed received the following Business Day. If the Effective Entry Date falls on a non-Business Day, final settlement will occur on the next Business Day. Customer may submit a NACHA-formatted file up to the time limit in advance of the Effective Entry Date as the Services permit, or as may otherwise be permitted by Bank under the terms of this Appendix. Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the delivery of late Entries.

10.2 If the file of Entries is received other than in specified NACHA and Bank format, Customer will be required to provide Bank with a corrected file. If a corrected file of Entries is received later than 8:00 p.m. ET on the delivery date with an intended Effective Entry Date of next-Business Day, Customer will hold Bank harmless from all charges and liabilities that may be incurred as a result of the processing of late Entries.

10.3 For purposes of this Appendix, Entries shall be deemed received by Bank, in the case of electronic file transmission, when the transmission is completed as set forth in Bank's Appendix for Data Transmission Services and/or the Services' Setup Form(s).

10.4 If any of the requirements of this Section 10 (or of Section 23 with respect to Same Day ACH Entries) are not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business. Any stale dated Effective Entry Date, may result in "Same Day ACH Entries".

**11. On-Us Entries.** Except as otherwise provided herein, in the case of an Entry received for credit or debit to an account maintained by Bank (an "On-Us Entry"), Bank will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date, provided the requirements set forth herein are otherwise met. If those

requirements are not met, by reason of stale or same-day Effective Entry Dates on such Entries, Bank will credit or debit the Receiver's account in the amount of such Entry on the date the Entry was received by Bank, or if the Entry was received on a non-Business Day, Bank will credit or debit the Receiver's account in the amount of such Entry on the next Banking Day following the date the Entry was received by Bank. Bank will have the right to reject an On-Us Entry as described in Section 12, *Returned or Rejected Entries*. In the case of an On-Us Entry, Bank will have all rights of an RDFI including, without limitation, the rights set forth in *NACHA Rules*.

#### **12. Returned or Rejected Entries.**

12.1 In the event any Entry is returned or rejected by the ACH Operator or any RDFI or Intermediary Depository Financial Institution, it shall be the responsibility of Customer to (i) remake and resubmit such Entry, (ii) with respect to an ACH Debit Entry, enroll in Bank's Auto-Redeposit service or (iii) otherwise resolve the returned Entry in accordance with the *NACHA Rules*.

12.2 Bank shall remake such Entry in any case where rejection by the ACH Operator was due to mishandling of such Entry by Bank and sufficient data is available to Bank to permit it to remake such Entry. In all other instances, Bank's responsibility will be to receive rejected or returned Entries from the ACH Operator, perform necessary processing, control and settlement functions, and to forward such Entries to Customer. Except for an Entry retransmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, or the enrollment in Bank's Auto-Redeposit service for ACH Debit Entries, Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

12.3 Bank may reject any Entry which does not comply with the requirements of Section 5, *Transmittal of Entries by Customer*, or Section 7, *Security Procedures*. Bank may also reject any Entry which contains a future Settlement Date that exceeds the limits set forth within the Services. Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the *NACHA Rules*. Bank may reject any Entry or file if Customer has failed to comply with its Settlement Account balance obligations under Section 2, *Customer Obligations*, or Customer's Exposure Limit under Section 3, *Risk Exposure Limits*. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reasons of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Bank may monitor Customer's rejected or returned Entries. Bank reserves the right, in its sole and exclusive discretion, to require Customer to establish a reserve Account in the event that an excessive number of Customer's debit Entries are rejected or returned.

12.4 In accordance with *NACHA Rules*, Bank may monitor returned Entries, and in its sole discretion, may: (1) require Customer to lower its return rates, (2) invoke premium penalty fees for unauthorized or excessive return

rates, and/or (3) invoke termination or suspension of the Services and/or this Appendix in conjunction with Section 31 of this Appendix.

12.5 In Bank's sole discretion, and upon Customer request, Bank may enroll eligible customers in the ACH Auto-Redeposit service for ACH debit origination. The service automates Customers redeposit of eligible returns due to insufficient funds (R01) and uncollected funds (R09), one or two additional times, within nine (9) calendar days as selected by Customer at the time of enrollment in the service. Customer will receive notice of each return attempt and be responsible for any associated fees. Customer's account will be setoff for the amount of the returned Debit Entry after the final attempt to Auto-Redeposit the Entry is determined by Bank to be unsuccessful.

**13. Cancellation or Amendment by Customer.** Customer shall have no right to cancel or amend any Entry or file after its receipt by Bank. However, if such request complies with the Security Procedures applicable to the cancellation of data, Bank shall use reasonable efforts to act on a request by Customer for cancellation of an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account, but Bank shall have no liability if such cancellation is not effected. Customer shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

**14. Reversing Entries/Files.** If Customer discovers that any Entry or file Customer has initiated was in error, it may use the Services to correct the Entry or file by initiating a reversal or adjustment, or Customer may notify Bank of such error and Bank will utilize reasonable efforts on behalf of Customer, consistent with the *NACHA Rules*, to correct the Entry or file by initiating a reversal or adjustment of such Entry or file. In all such cases, it shall be the responsibility of Customer to notify the affected Receiver that an Entry or file has been made which is at variance with the authorization or is otherwise erroneous. Customer indemnifies Bank against any claim by any Receiver that a reversing Entry or file requested by Customer is wrongful. Customer understands and acknowledges that certain RDFIs may not or cannot comply with such reversal and that, in such an event, Bank will debit Customer's Settlement Account in the amount of the provisional credit applied to the Settlement Account for such Entry or file.

**15. Notice of Returned Entries.** Bank will use reasonable efforts to notify Customer by electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry re-transmitted by Customer in accordance with the requirements of Section 5, *Transmittal of Entries by Customer*, or the enrollment in Bank's Auto-Redeposit service for ACH Debit Entries, Bank shall have no obligation to re-transmit a returned Entry to the ACH Operator if Bank complied with the terms of this Appendix with respect to the original Entry.

**16. Notifications of Change.** Bank will use reasonable efforts to notify Customer of each Notification of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by Bank related to Entries transmitted by Customer within two (2) Business Days after receipt thereof. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Customer's receipt of the NOC or Corrected NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later.

In the event that Customer has not updated the NOC, the Bank will undertake this correction on the Customer's behalf, before each subsequent Entry is placed into the Network, in order to be compliant with the *NACHA Rules*. Bank will access a fee for updating the NOC as outlined in the fee schedule.

**17. Pre-Notification and Rejection of Pre-Notification.** Bank recommends that, as permitted by the *NACHA Rules* or applicable law, Customer send pre-notifications at least three (3) Business Days prior to initiating an authorized Entry to a particular account in a format and medium approved by the *NACHA Rules*. Customer may also initiate a new pre-notification (i) when any changes are made to an account number, financial institution, or individual identification number or (ii) as otherwise stated in the *NACHA Rules*. Customer understands and acknowledges that once a pre-notification has been initiated using the Services, Customer will be restricted from initiating any Entry to such customer(s) for three (3) Business Days.

**18. Participant Authorization for Entries.**

18.1 To the extent required by the *NACHA Rules* or applicable law, Customer will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and any related disclosures shall be in a form that complies with (i) all requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, as the same may be amended from time to time, including, without limitation, any applicable requirements of Regulation E, the Federal Electronic Funds Transfer Act, and sanctions enforced by OFAC. Customer shall obtain and maintain current information regarding OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or by visiting the OFAC website at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).) Each Entry will be made according to such authorization and shall comply with the *NACHA Rules*. No Entry will be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver or other party has terminated.

18.2 Customer shall retain all consents and authorizations for the period required by the *NACHA Rules*. Customer will furnish to Receiver, or to Bank upon its request, an original or a copy of an authorization as required under or for any purpose required by the *NACHA Rules*. No investigation or verification procedure

undertaken by Bank shall be deemed to limit or waive Customer's obligations under this Section.

**19. Re-initiation of Entries.** Customer may not re-initiate Entries except as prescribed by the *NACHA Rules*.

**20. Payment by Customer for Entries; Payment by Bank for Entries.**

20.1 Except as may otherwise be agreed by Bank in its sole and exclusive discretion, Customer shall pay Bank the amount of each credit Entry transmitted by Bank pursuant to this Appendix at such time on the date of transmittal by Bank of such credit Entry as Bank, in its discretion, may determine.

20.2 Customer shall promptly pay Bank the amount of each debit Entry returned by an RDFI pursuant to this Appendix.

20.3 Bank will pay Customer the amount of each debit Entry transmitted by Bank pursuant to this Appendix at such time on the Settlement Date with respect to such debit Entry as Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date as Bank, in its discretion, may determine.

20.4 Bank will use reasonable efforts to promptly pay Customer the amount of each credit Entry returned by an RDFI that was transmitted by Bank pursuant to this Appendix.

20.5 Customer acknowledges and agrees that any failure of Customer to make payment to Bank as described in this Section may constitute an event of default under any other agreement for credit that Customer or any of Customer's Affiliates has with Bank or any Affiliate of Bank. Customer further acknowledges and agrees to execute and deliver any further documents and instruments as Bank may require to effectuate the cross-default contemplated hereby.

**21. Third-Party Service Provider; Third-Party Sender Activities.**

21.1 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may appoint a third party to act as Customer's agent to process Entries on Customer's behalf and for purposes of the services provided hereunder ("Third-Party Service Provider"), as set forth in the Services' Setup Form(s). All data received by Bank from Third-Party Service Provider, including Entries and instructions (and corrections or adjustments thereto), are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. Customer agrees, jointly and severally with Third-Party Service Provider, to indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any

investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank relating to or arising out of the acts or omissions of Third-Party Service Provider on behalf of Customer. Customer and Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Third-Party Service Provider of any services on Customer's behalf, including without limitation Bank's Third-Party Service Provider Agreement, as the same may be modified by Bank from time to time. Notice of any termination of Third-Party Service Provider's authority to transmit data and instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Customer agrees that Bank retains the right to reject any Third-Party Service Provider and any Entries initiated by Customer's Third-Party Service Provider in its sole discretion.

21.2 Customer may not use the services provided hereunder to process Entries on behalf of Customer's clients (defined as a "Third-Party Sender" under the *NACHA Rules*), except where Customer has formally requested to engage in such activity in advance and where Bank has provided its prior approval, which Bank may grant or withhold in its sole and exclusive discretion. In the event Bank approves of such use, Customer shall execute such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of any ACH services in the capacity of a Third-Party Sender. Customer agrees that Bank retains the right to reject any request by Customer to engage in Third-Party Sender activities as well as any Entries initiated by Customer in such capacity, in Bank's sole discretion.

**22. Customer Representations and Agreements; Indemnity.** In addition to Customer representations, agreements and warranties otherwise described in this Appendix, Customer further represents and warrants to Bank and agrees, with respect to each and every Entry transmitted by Customer or any Third-Party Service Provider on Customer's behalf, that:

(i) Each person shown as the Receiver of an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;

(ii) Such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein;

(iii) Entries transmitted to Bank by Customer are limited as set forth in Sections 3 and 5;

(iv) Customer shall perform its obligations under this Appendix in accordance with the laws of the United States and all other applicable laws, regulations and orders, including, but not limited to, the transaction screening and sanctions laws, regulations and orders

administered by OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to the providers of ACH payment services;

(v) Customer shall be bound by and comply with the provisions of the *NACHA Rules* (among other provisions of the *NACHA Rules*) that make payments of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry;

(vi) Customer specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount of the Entry;

(vii) with respect to each International ACH Transaction (“IAT”) that Customer may be permitted by Bank to initiate, Customer shall (a) classify and format payments transmitted to or received from a financial agency outside the U.S. as an IAT in accordance with the *NACHA Rules*, (b) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act’s “Travel Rule,” (c) screen the IAT prior to transmitting any file(s) of Entries to the Bank in accordance with the requirements of OFAC and comply with OFAC sanctions, and (d) otherwise comply with and be subject to all other requirements of U.S. law, the *NACHA Rules*, OFAC and FinCEN, as well as the Foreign Country Rules;

(viii) with respect to each Internet-initiated/mobile (“WEB”) (as defined under the *NACHA Rules*) ACH Entry that Customer may be permitted by Bank to initiate, (a) Customer employs (1) commercially reasonable detection systems to minimize risk of fraud related to Internet-initiated payments, (2) commercially reasonable procedures to verify validity of routing numbers, (3) commercially reasonable methods of authentication to verify the identity of the Receiver, and (4) a commercially reasonable level of encryption technology, and (b) where required by the *NACHA Rules* and/or Bank, Customer conducts annual audits as to its security practices and procedures that include, at a minimum, verification of adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use and (3) network security to ensure secure capture, storage, and distribution, and will provide proof of such audits to Bank upon request;

(ix) with respect to each Telephone-Initiated (“TEL”) Entry that Customer may be permitted by Bank to initiate, Customer has (a) employed commercially reasonable procedures to verify the identity of the Receiver, and (b) utilized commercially reasonable procedures to verify that routing numbers are valid;

(x) with respect to each Accounts Receivable (“ARC”) Entry that Customer may be permitted by Bank to initiate, (a) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (b) Customer will retain a reproducible, legible image, microfilm or copy

of the front of the Receiver’s source document for each ARC Entry for two (2) years from the Settlement Date of the ARC Entry, (c) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to ARC Entries, (d) Customer has established reasonable procedures under which the Receiver may notify Customer that receipt of Receiver’s checks does not constitute authorization for ARC Entries to the Receiver’s account and that Customer will allow the Receiver to opt-out of check conversion activity, and (e) the source document to which each ARC Entry relates may not be presented or returned such that any person will be required to make payment based on the source document unless the ARC Entry is returned;

(xi) with respect to each Back Office Conversion (“BOC”) Entry that Customer may be permitted by Bank to initiate, (a) Customer has employed commercially reasonable procedures to verify the identity of the Receiver, (b) Customer has established and maintains a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours and that such number is displayed on the notice required by the *NACHA Rules* for BOC Entries, (c) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (d) Customer will retain a reproducible, legible image, microfilm or copy of the front of the Receiver’s source document for each BOC Entry for two (2) years from the Settlement Date of the BOC Entry, (e) Customer has employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to BOC Entries, and (f) the source document to which each BOC Entry relates will not be presented or returned such that any person will be required to make payment based on the source document unless the BOC Entry is returned;

(xii) with respect to each Point-of-Purchase (“POP”) Entry that Customer may be permitted by Bank to initiate, the source document provided to Customer for use in obtaining the Receiver’s routing number, account number, and check serial number for the initiation of the POP Entry (a) is returned voided to the Receiver after use by Customer and (b) has not been provided to the Receiver for use in any prior POP Entry; and

(xiii) with respect to each Returned Check (“RCK”) Entry that Customer may be permitted by Bank to initiate, (a) all signatures on the item are authentic and authorized, (b) the item has not been altered, (c) the item is not subject to a defense or claim, (d) the Entry accurately reflects the item, (e) the item will not be presented unless the related Entry has been returned by the RDFI, (f) the information encoded after issue in magnetic ink on the item is correct, and (g) any restrictive endorsement placed on the item is void or ineffective.

Customer shall indemnify and hold Bank harmless from any loss, liability or expense (including reasonable attorneys’ fees and costs) resulting from or arising out of

any breach of the foregoing warranties, representations or agreements. Customer shall also indemnify and hold Bank harmless from any claim of any person that Bank is responsible for any acts or omissions of Customer regarding any Entry received from Customer, or those of any other person related thereto, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI.

**23. Same Day ACH (“SDA”).** Upon the effective date of the changes to the *NACHA Rules* enabling the same-day processing of certain ACH payments (the “SDA Rule”), Customer may be permitted, in Bank's sole and exclusive discretion, to initiate SDA Entries. In the event Bank approves Customer's initiation of SDA Entries, either on a one time or other periodic basis, Customer agrees as follows:

23.1 Customer shall be solely responsible for transmitting its SDA Entries with the appropriate intended Effective Entry Date to qualify as an SDA Entry under the *NACHA Rules*.

23.2 Customer shall only initiate individual Entries that comply with the transaction limit per SDA Entry, as provided in the *NACHA Rules*

23.3 Customer will not initiate an SDA Entry as an IAT, as IATs are not eligible for same-day processing under the *NACHA Rules*.

23.4 Customer will transmit its SDA Entries to Bank in accordance with Bank's SDA Entry processing deadlines, as established by Bank from time to time and disclosed to Customer.

23.5 Customer acknowledges and agrees that if Customer sends an Entry with a stale or invalid Effective Entry Date, such Entry may be deemed and processed by Bank as an SDA Entry if transmitted in accordance with Bank's SDA Entry processing deadlines.

23.6 Customer acknowledges and agrees that if any of the requirements of this Section 23 are not met, including without limitation a failure by Customer to meet Bank's or the ACH Operator's deadline for SDA, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next available processing deadline on which the ACH Operator is open for business.

23.7 Customer further acknowledges that Bank will not consider the content of the Company Descriptive Date indicator when determining Customer's intent for processing and settlement of SDA Entries.

23.8 Customer will not initiate SDA Entries that are otherwise ineligible for SDA Entry processing and settlement in accordance with the *NACHA Rules*.

23.9 Customer otherwise agrees to and will comply with all other requirements under the *NACHA Rules* and by Bank with respect to SDA Entries, including as the same may be amended from time to time.

23.10 Customer will indemnify and hold Bank harmless from any SDA Entry processing and settlement that is performed by Bank as described herein and in accordance with the *NACHA Rules*, notwithstanding Customer's intent.

23.11 Customer will indemnify and hold Bank harmless from any intended SDA Entry not meeting the ACH Operator deadline due to Customer delays, or due to Bank processing delays that are beyond Bank's reasonable control.

**24. Inconsistency of Name and Account Number.** Customer acknowledges and agrees that if an Entry describes a Receiver inconsistently by name and account number, then (i) payment of such Entry transmitted to an RDFI may be made by the RDFI (or by Bank for an On-Us Entry) on the basis of the account number, even if it identifies a person different from the named Receiver and (ii) Customer's obligation to pay the amount of Entry to Bank is not excused in such circumstances. Similarly, if an Entry describes an RDFI inconsistently by name and routing number, payment of such Entry may be made based on the routing number, and Customer shall be liable to pay that Entry.

**25. Banks Unable to Accept ACH Transactions.** If Customer submits an Entry to Bank relating to an RDFI which is not a participant in the ACH, then (i) Bank may reject such Entry and use reasonable efforts to notify Customer of such rejection or (ii) if Bank does not reject such Entry, upon receiving a return transaction related to the Entry from the ACH Operator, Bank may offset the Settlement Account and notify Customer of such transaction.

**26. Notices, Instructions, Etc.**

26.1 Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter.

26.2 Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been provided in accordance with the provisions of the parties' Cash Management Master Agreement.

**27. Data Retention.** Customer shall retain data on file adequate to permit remaking of Entries for five (5) Business Days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon request. Without limiting the generality of the foregoing provision, Customer specifically agrees to be bound by and comply with all applicable provisions of the *NACHA Rules* regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents and records of authorization, in accordance with the *NACHA Rules*.

**28. Data Breaches.**

28.1 Customer agrees that it will adopt and implement commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft, or unauthorized access to data or information (“Data Breaches”), including but not limited to, Consumer-Level ACH Data.

28.2 Customer agrees that it will promptly investigate any suspected Data Breaches and monitor its systems regularly for unauthorized intrusions.

28.3 Customer will provide timely and accurate notification to Bank by calling 1-866-475-7262 with regard to any Data Breaches when known or reasonably suspected by Customer, including but not limited to, Data Breaches to Consumer-Level ACH Data, and will take all reasonable measures, including, without limitation, retaining computer forensic experts, to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to Bank.

**29. Audit.** Bank has the right to periodically audit Customer’s compliance with the *NACHA Rules*, U.S. law and Bank policies, including, but not limited to, this Appendix.

**30. Records.** All electronic or other files, Entries, Security Procedures and related records used by Bank for transactions contemplated by this Appendix shall be and remain Bank’s property. Bank may, in its sole discretion, make available such information upon Customer’s request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer.

**31. Termination.** The parties may terminate this Appendix in accordance with the terms and conditions of the parties’ Cash Management Master Agreement. In addition, if Customer breaches the *NACHA Rules* or causes

Bank to breach the *NACHA Rules*, this Appendix may be terminated or suspended by Bank upon ten (10) Business Days’ notice, or such shorter period as may be provided in the parties’ Cash Management Master Agreement. Any termination of this Appendix shall not affect any of Bank’s rights and Customer’s obligations with respect to Entries initiated by Customer prior to termination, the payment obligations of Customer with respect to services performed by Bank prior to termination, or any other obligations or provisions that by the nature of their terms survive termination of this Appendix, including without limitation Sections 2, 5, 10, 12, 13, 14, 18, 20, 21, 22, 27, 32, 33 and 34.

**32. Cooperation in Loss Recovery Efforts.** In the event of any damages for which Customer or Bank may be liable to the other or to a third party relative to the Services, both parties shall undertake reasonable efforts to cooperate with the other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that Customer or Bank may be obligated to defend or elects to pursue against a third party.

**33. Governing Law.** In addition to the terms and conditions of the parties’ Cash Management Master Agreement, the parties agree that if any payment order governed by this Appendix is part of a funds transfer subject to the federal Electronic Funds Transfer Act, then all actions and disputes as between Customer, or any Third-Party Service Provider acting on Customer’s behalf, and Bank shall be governed by Article 4-A of the Uniform Commercial Code, as varied by this Appendix.

**34. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

## APPENDIX III

### TD WIRE TRANSFER SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement, and the parties' Bank Internet System Appendix, and applies to all TD Wire Transfer Services ("Services") made available to Customer by Bank via the Bank Internet System. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the Bank Internet System Appendix, as applicable. To the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, or with the terms and conditions of the Bank Internet System Appendix, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

#### TERMS AND CONDITIONS

##### 1. Description of the Services.

1.1 The Services described in this Appendix provide Customer with the capability to transfer funds from specific Account(s) with Bank to other accounts (the "Recipient Account(s)") as directed via the Bank Internet System. The Recipient Account(s) may be Customer accounts or third-party accounts, and may be with Bank or with domestic or foreign third-party financial institutions. Customer may use the Services to initiate one-time wire transfers, or to create templates for wire transfers made on a repetitive basis which involve the same Customer Account and Recipient Account ("Repetitive Transfer(s)"). All wire transfers must be initiated by an Authorized Representative of Customer.

1.2 Prior to Customer's use of the Services, Customer must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures associated with the Bank Internet System, as further set forth in the Cash Management Master Agreement, including the Bank Internet System Appendix.

##### 2. Execution of Wire Transfers.

2.1 By submitting a wire transfer, Customer authorizes Bank to withdraw the amount of any requested wire transfer which Customer may authorize and instruct via the Bank Internet System, plus any applicable fees and charges, which may be withdrawn from Customer's designated Account or from the wire transfer amount. Subject to the terms of this Appendix, Bank will accept and execute a wire transfer received from Customer that has been authenticated by Bank and that is in conformity with the Security Procedure (as further described below), cut-off times and other requirements as described in this Appendix and associated Bank Setup Form(s) and other documentation.

2.2 All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank, or a similar wire transfer system used primarily for funds transfers between financial institutions. Notwithstanding the foregoing or anything to the contrary in this Appendix, Bank may use any means of transmission,

funds transfer system, clearing house, intermediary or correspondent bank that Bank reasonably selects to transfer funds from time to time.

2.3 Each wire transfer must include the following information in addition to any information which Bank may require for proper identification and security purposes: (i) Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) currency type, (iv) Customer's address, (v) name and ABA routing number or SWIFT BIC of the payee's (i.e., beneficiary's) bank, and (vi) name, address and account number of the payee (i.e., beneficiary). In the event a wire transfer describes an account number for the payee that is in a name other than the designated payee, Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

2.4 Templates created by Customer for Repetitive Transfers are the sole and exclusive responsibility of Customer. Except as otherwise expressly prohibited or limited by law, Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed a Repetitive Transfer, including without limitation, any loss due to Customer error in creating the Repetitive Transfer template.

##### 3. Time of Execution.

3.1 Bank will execute each authenticated wire transfer that is in conformity with all security procedures, cut-off times and other requirements set forth herein. Bank may require additional authentication of any wire transfer request. Bank reserves the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by Bank from time to time. Instructions for wire transfers received after such cut-off times may be treated by Bank for all purposes as having been received on the following Business Day.

3.2 Except for future-dated wire transfers, domestic wire transfers (U.S.-based receivers) initiated and approved by Bank's cut-off time on a Business Day will be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank; wire transfers initiated and approved after Bank's cut-off time for domestic wire transfers will be processed the next

Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank. Future-dated domestic wire transfers will be initiated on the effective date requested by Customer, not on the date Customer entered the transaction using the Services.

3.3 Bank may handle wire transfers received from Customer in any order convenient to Bank, regardless of the order in which they are received.

#### **4. International Wires.**

4.1 International wire transfers (non-U.S. receivers) of foreign currency initiated and approved by Bank's cut-off time for international wire transfers of foreign currency on a Business Day, and an international wire transfer of U.S. currency initiated and approved by Bank's cut-off time for international wire transfers of U.S. currency on a Business Day, will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign wire transfers may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information supplied by Customer.

4.2 Bank shall send Customer's authorized and authenticated wire transfers to foreign banks through any bank which is a member of Bank's correspondent network. Neither Bank nor any of Bank's correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission. Customer acknowledges that foreign currency wire transfers must be based on a currency that Bank trades and that all rates of exchange will be the rate in effect at the time of execution of the wire transfer order, or at any other rate as may be agreed to by the parties. If the financial institution designated to receive the funds does not pay the payee (beneficiary) specified in a wire transfer order that is payable in foreign currency and the funds are returned to Bank, Bank will not be liable for a sum in excess of the value of the funds after they have been converted from foreign currency to U.S. dollars at Bank's buy rate for exchange at the time the cancellation of the wire transfer order is confirmed by Bank, less any charges and expenses incurred by Bank. If Customer elects to initiate an international wire transfer in U.S. currency, Customer acknowledges that the receiving bank may elect to pay the payee (beneficiary) in foreign currency at an exchange rate determined by the receiving bank. Customer agrees to bear all risk of loss due to fluctuation in exchange rates, and Customer shall pay Bank any costs and expenses of foreign currency conversion at Bank's then-prevailing rates, terms and conditions. Customer is advised that Bank's prevailing exchange rates may be less favorable to Customer than market exchange rates.

4.3 Bank makes no guarantee or representation as to the availability of funds at the foreign destination. Bank makes no express or implied warranty as to the time or date the wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank, or the time or date the payee (beneficiary) will receive credit for funds.

4.4 Customer understands and acknowledges that if the named payee (beneficiary) does not match the account at the receiving bank, there is a risk the payee may not receive the wired funds. If the transfer is not received or credited in a timely manner, Bank will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to Customer. If Bank is unable to determine that the funds have been credited to the payee's account or have the funds returned, Customer assumes all financial liability or risk of loss for the amount of the wire transfer.

4.5 International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Bank has no obligation to accept any international wire transfer(s) directed to or through persons, entities or countries restricted by government regulation or prior Bank experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international wire transfer(s) involving a transfer to or from any country outside of the U.S., and except as otherwise expressly prohibited or limited by law, Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a payee (beneficiary).

#### **5. Cancellation and Amendment of a Wire.**

5.1 An Authorized Representative may request that Bank attempt to cancel or amend a wire transfer previously received from Customer. If a cancellation or amendment request is received by Bank before the wire transfer is executed and with sufficient time to afford Bank an opportunity to act upon Customer's request, Bank may, on its own initiative but without obligation, make a good faith effort to act upon such request. In the event Customer's cancellation or amendment request is received after execution of Customer's wire transfer request, Bank will attempt to have the wire transfer returned. Notwithstanding the foregoing, Bank shall have no liability for the failure to effect a cancellation or amendment, and Bank makes no representation or warranty regarding Bank's ability to amend or cancel a wire transfer. Except as otherwise expressly prohibited or limited by law, Customer agrees to indemnify Bank against any loss, liability or expense which Bank incurs as a result of the request to cancel or amend a wire transfer and the actions Bank takes pursuant to such request. Without limiting the foregoing, Customer agrees to be responsible for any losses arising from currency conversions effected by Bank pursuant to any foreign currency wire transfer order previously received from Customer that Customer subsequently requests be cancelled or amended.

5.2 Customer acknowledges and agrees that after a wire transfer order has been accepted by the payee's (beneficiary's) financial institution, return of such funds must be authorized by the beneficiary, and Bank has no responsibility to

procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so. If Customer deposits with Bank an amount reasonably determined in good faith by Bank to approximate the costs and expenses (including attorney's fees) which Bank may incur in attempting to recover the funds transferred, Bank may, in its sole discretion make an attempt to recover the funds. In lieu of such a deposit, Bank may request Customer to provide a bond or other assurance of payment reasonably satisfactory to Bank. Upon such deposit, or the supplying of such other assurance, Bank may take such action as it deems reasonable under the circumstances, including, for example, sending a request to reverse the transfer to any financial institution that received such funds. In no event, however, shall Bank be deemed to have guaranteed or otherwise assured the recovery of any portion of the amount transferred, nor to have accepted responsibility for any amount transferred.

**6. Notice of Rejection or Return.** Bank shall have no liability for wire transfers sent by Bank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete payee (beneficiary) name, and address, as the payee (beneficiary) bank may elect to return an otherwise valid wire transfer for incomplete payee (beneficiary) information. Bank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any wire transfer, in its sole discretion, including without limitation Customer's violation of this Appendix, Customer's failure to maintain a sufficient Account balance, or Bank's belief that the wire transfer may not have in fact been authorized. A wire transfer may also be rejected by an intermediary or payee (beneficiary) bank other than Bank, or by operation of law. If a wire transfer is rejected by Bank, Bank will notify Customer by telephone, by electronic means, by facsimile or by mail, depending on the method of origination. Upon rejection or return, Bank shall have no further obligation to act upon a wire transfer, nor shall Bank have any liability to Customer due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

## **7. Security Procedure.**

7.1 Customer agrees that the security procedures used by Customer and set forth or incorporated by reference in this Appendix and/or associated documents, including but not limited to the Bank Internet System Appendix, are a commercially reasonable method of providing security against unauthorized wire transfers and for all other instructions from Customer to Bank (hereinafter the "Security Procedure"). Any wire transfer by Customer shall bind Customer, whether or not authorized, if transmitted in Customer's name and accepted by Bank in compliance with the Security Procedure. Customer also agrees that any election Customer may make to change or refuse the Security Procedure is at Customer's risk and that any loss resulting in whole or in part from such change or refusal will be Customer's responsibility.

7.2 Bank may, from time to time, modify the Security Procedure. Except as expressly provided otherwise

in this Appendix or in the parties' Cash Management Master Agreement, any such changes generally will be effective immediately upon notice to Customer as described in the parties' Cash Management Master Agreement. Customer will be deemed to accept any such changes if Customer accesses or uses any of the Services after the date on which the change becomes effective.

7.3 Bank may, from time to time, propose additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank believes immediate action is required for security of Bank or Customer funds, Bank may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.4 Customer hereby acknowledges that the Security Procedure is neither designed nor intended to detect errors in the content or verify the contents of a wire transfer by Customer. Accordingly, any errors contained in wire transfers from Customer shall be Customer's responsibility, and Customer shall be obligated to pay or repay (as the case may be) the amount of any such wire transfer. No security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.5 Customer is strictly responsible for establishing and maintaining its own procedures to safeguard against unauthorized wire transfers. Customer covenants that no employee or other individual will be allowed to initiate wire transfers in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedure and any Access Devices and related instructions provided by Bank in connection with any Security Procedure utilized by Bank and/or Customer. If Customer believes or suspects that any such Access Devices, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately by calling 1-866-475-7262, followed by written confirmation to TD Bank, N.A., Attn: Treasury Management Services Support, 6000 Atrium Way, Mt. Laurel, New Jersey, 08054. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to receipt of such notification and within a reasonable time period thereafter.

**8. Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number.** In submitting any order or related instructions, Customer shall be responsible for providing all necessary information required by Bank in conjunction with the Services. The Services are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in an unintended transfer of funds. Bank bears no responsibility and shall not be liable to Customer for any information provided by Customer in an order or related instructions that are inaccurate, incomplete or otherwise incorrect. When placing an international wire transfer order, Customer may be responsible for entering certain

information provided to Customer by Bank, which may include, but is not limited to, the applicable exchange rate and/or a contract number. Customer acknowledges and agrees that Bank will not be liable for any loss, liability or expense incurred as a result of a Customer error related to entry of such required information. Customer acknowledges and agrees that, in accordance with Article 4A of the Uniform Commercial Code, Bank shall be entitled to rely upon the numbers supplied by Customer to identify banks, payees (beneficiaries) and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by Customer. Bank and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. Customer acknowledges that payment of an order or related instructions may be made by the payee's (beneficiary's) bank on the basis of an identifying or bank account number even if it identifies a person different from the named payee (beneficiary).

**9. Payment; Authorization to Charge Account.** Customer agrees to pay Bank the amount of each wire transfer received from Customer on the Business Day Bank executes said wire transfer or at such other time as Bank may determine. Bank will validate that sufficient funds are available in Customer's Account prior to a wire transfer being executed. Generally, if sufficient funds are not available in Customer's Account, the wire transfer will not be executed by Bank. Bank may, without prior notice or demand, obtain payment of the amount of each wire transfer by debiting the Account designated. In the event there are not sufficient funds available in the Account, Bank also reserves the right to debit any other Account that Customer maintains with Bank.

**10. Wire Confirmation; Account Reconciliation.** Customer may confirm the execution of a wire transfer via the Bank Internet System. Completed wire transfers will also be reflected in Customer's periodic Account statement. Customer acknowledges and agrees that Bank is not obligated to provide Customer with a separate advice or notice for each completed wire transfer. If Customer requests that Bank provide a special notice and Bank agrees to do so, Bank reserves the right to impose a Service Fee for such notice in accordance with the Cash Management Master Agreement.

**11. Service Providers.** Bank may use a service provider to perform, as Bank's agent, all or any portion of Bank's obligations under this Appendix. Customer may be

required to direct wire transfers and other requests to said provider.

## **12. Bank Reliance; Authentication.**

12.1 Bank shall be entitled to rely in good faith on communications it receives as being given or sent by an Authorized Representative and as being genuine and correct. Bank shall not be liable to Customer for the consequences of such reliance.

12.2 **BANK MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. BANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK, OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO BANK. IF BANK IS UNABLE TO OBTAIN SATISFACTORY VERIFICATION, BANK, IN ITS SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER.** In no event shall Bank be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

12.3 Bank may electronically record any telephone conversations between Bank personnel and Customer with respect to the Services, in accordance with applicable law.

12.4 Wire transfer transactions are subject to all the foregoing and all regulations governing electronic transactions, including but not limited to Article 4A of the Uniform Commercial Code.

**13. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

## APPENDIX V

### TD POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. In the event of inconsistency between a provision of this Appendix and the Uniform Commercial Code ("U.C.C.," as further defined below), the parties intend to modify the effect of the applicable U.C.C. provisions to the maximum extent permitted by law.

#### TERMS AND CONDITIONS

##### 1. Definitions.

1.1 **Statutory Definitions.** Unless otherwise defined in this Appendix, words or phrases shall have the meanings set forth in the U.C.C. in effect from time to time under the laws of the State specified in the governing law provision of the parties' Cash Management Master Agreement.

##### 1.2 Definitions.

"*Authorized Account*" means the Account(s) of Customer, maintained at Bank, to which the Services described herein will apply.

"*Available Funds*" means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Board Regulation CC and Bank's applicable funds availability schedule and policies.

"*Check Issue File*" means a record describing checks drawn by Customer on an Authorized Account and provided by Customer to Bank in accordance with Section 2.2.

"*Exception Check*" means a Presented Check or a Systematic Override Check (described in Section 2.2.2 below) that does not match data included in a Check Issue File.

"*Exception Check Report*" means a record describing Exception Checks which is provided by Bank to Customer in accordance with Section 2.3.

"*Pay Decision(s)*" means the instructions of Customer to Bank instructing Bank to pay an Exception Check.

"*Presented Check*" means a check, substitute check, or electronically-presented check drawn on an Authorized Account and presented to Bank for payment through the check collection system or over-the-counter at one of Bank's branch teller stations.

"*Return Decision(s)*" means the instructions of Customer to Bank instructing Bank not to pay an Exception Check.

"*U.C.C.*" means the Uniform Commercial Code as in effect under the laws of the State specified in the parties' Cash Management Master Agreement, as it may be amended from time to time.

##### 2. Services.

##### 2.1 Description.

2.1.1 The Services described in this Appendix will provide Customer with a means to either affirmatively approve the payment of a particular check upon presentment or to object to its payment. Customer acknowledges that the Services have been identified by Bank as reducing the risk of fraudulent items being paid against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer agrees and acknowledges that Customer may significantly reduce the possibility that fraudulent items will post to Customer's Account(s).

2.1.2 Customer acknowledges and agrees that the Services apply only to magnetic ink character recognition (MICR) encoded paper checks and documents. Therefore, the Services and this Appendix shall not apply to any electronic funds transfer (EFT), Automated Clearing House (ACH) transaction, or check that has been converted to an ACH transaction that does not contain a serial number. Accordingly, this Appendix shall have no effect with respect to any such transactions on Bank or Customer's respective rights, obligations, duties or responsibilities under any other agreement between the parties or applicable law or regulation.

##### 2.2 Check Issue File.

2.2.1 Customer shall submit a Check Issue File to Bank. The Check Issue File shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Check Issue File was submitted (and the payee name, if Customer elects to receive payee verification services

described below). Each Check Issue File shall also identify any checks that have been cancelled by Customer prior to issuance.

#### **2.2.2 Payee Verification Services.**

If Customer elects to receive payee verification services in conjunction with the Services, the following additional terms shall also apply. Bank's payee verification services require the payee name to match against Customer's Check Issue File at a minimum threshold or matching score. The payee name in the Check Issue File will be electronically compared to the payee name on Presented Checks. Other information related to the payee name may also be electronically compared as part of the automated verification process to establish a matching score. Such comparisons that result in a minimum threshold or matching score will be deemed to be a matching check. Customer is responsible for complying with the payee verification services' check specifications as specified by Bank from time to time in order to ensure the highest level of performance from the payee verification services. If Customer is unable or unwilling to comply with the payee verification services' check specifications as specified by Bank, Bank may, in its sole and exclusive discretion: (a) terminate or suspend Customer's use of the payee verification services as provided in the Cash Management Master Agreement, or (b) at Customer's request, re-configure the software associated with the payee verification services to systematically process Presented Checks in reliance solely on the payee name provided by Customer to Bank in the Check Issue File and without regard to any other information related to the payee name that may appear on the Presented Checks (hereinafter "Systematic Override Checks"). Any Presented Check or Systematic Override Check that does not result in a minimum threshold or matching score shall be deemed an Exception Check and reported as such in accordance with the terms of this Appendix. Except as may otherwise be provided in this Appendix and in the Cash Management Master Agreement, Bank shall have no liability for Systematic Override Checks.

2.2.3 Customer shall send the Check Issue File to Bank in the format and medium, by the deadline(s), at scheduled day(s), at the place(s) specified by Bank and agreed to by Customer, as set forth in Services' Setup Form(s). The deadline for transmissions of the Check Issue File to Bank shall be set forth in the Services' Setup Form(s).

### **2.3 Payment of Presented Checks and Reporting of Exception Checks.**

2.3.1 Bank shall compare each Presented Check by check number, check amount and payee name (if Customer elects to receive payee verification services) against each Check Issue File received by Bank. Bank may satisfy its obligation hereunder by comparing check number, amount and payee name (if applicable) set forth in Substitute Checks, checks presented over-the-counter at one of Bank's teller stations and/or electronic presentment of checks. On each Business Day, Bank:

(a) may pay and charge to the Authorized Account each Presented Check that matches, by

check number, amount and payee name (if applicable), a check shown in any Check Issue File;

(b) may pay and charge to the Authorized Account all Systematic Override Checks that match, by check number, amount and payee name (if applicable and as described herein), a check shown on any Check Issue File; and

(c) shall provide to Customer an Exception Check Report that indicates whether Bank has received any Exception Checks and, if so, provide the image of the Exception Check(s) by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System. Customer must provide check payment approval or return instructions to Bank on each Exception Check reported by the deadline set forth in the Services' Setup Form(s) via the Bank Internet System ("Pay or Return Decisions").

2.3.2 Bank shall not pay any Presented Check for which Bank has received from Customer a stop payment request consistent with the terms and conditions of the parties' eTreasury Services Appendix or the Account Agreement.

**2.4 Payment and Dishonor of Exception Checks.** Except as provided in Section 2.4.4 below, Bank will pay or return Exception Checks in accordance with Customer's Pay or Return Decisions.

2.4.1 **Pay Decisions.** Bank shall finally pay and charge to the Authorized Account, to the extent there are sufficient Available Funds in the Authorized Account, any Exception Check that Customer directs Bank to pay.

2.4.2 **Return Requests.** Bank shall return to the depository bank any Exception Check drawn on an Authorized Account that Customer directs Bank to return.

2.4.3 **Default Options.** If Customer fails to provide Pay or Return Decisions to Bank in accordance with these requirements, Exception Checks will be handled in accordance with the default option as set forth in the Services' Setup Form(s) for each Authorized Account, in accordance with the following:

(a) **Return Default.** Where Customer has agreed to the return default option, Bank shall return to the depository bank any Exception Check drawn on that Authorized Account.

(b) **Pay Default.** Where Customer has agreed to the pay default option, Bank may finally pay and charge to the Authorized Account any Exception Check drawn on that Authorized Account.

#### **2.4.4 Checks Presented for Payment at Bank Teller Stations.**

2.4.4.1 Notwithstanding anything in this Appendix to the contrary, Bank may, in its sole and absolute discretion, return to the person presenting

a check drawn on an Authorized Account for payment over-the-counter at one of Bank's teller stations any such check that does not appear on a Check Issue File (i.e., an Exception Check). Customer acknowledges and agrees that Bank shall have no obligation to inform Customer that any such check has been presented for payment at a Bank teller station. Bank shall have no liability to Customer for wrongful dishonor with respect to any such check.

2.4.4.2 If a check drawn on an Authorized Account is presented for payment over-the-counter during such time the Bank is experiencing an interruption or failure of communications or data processing facilities or systems, emergency conditions, or any other difficulties beyond the control of Bank, then, notwithstanding any other provision of this Appendix, Customer authorizes Bank to pay the Presented Check, even if the Presented Check is an Exception Check. Additionally, Bank shall have no obligation to notify Customer of any such Presented Check.

## **2.5 Customer and Bank Communications.**

2.5.1 Customer or Bank, at its discretion, may each submit to the other party a revision of any communication provided for under this Appendix (e.g., the revision of Check Issue Files, Exception Check Reports, Pay Decisions, Return Decisions). The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent in the format and medium, by the deadline(s), and at the place(s) established by the receiving party. A properly submitted revised communication serves to revoke the original communication.

2.5.2 Bank shall use only Check Issue Files that comply with Section 2.2 and have not been revoked in accordance with Section 2.5.1 in the preparation of Exception Check Reports under this Appendix.

2.5.3 Customer shall use only Exception Check Reports that comply with Section 2.3 and have not been revoked in accordance with Section 2.5.1 in the preparation of Pay Decisions and Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a deadline, or at a place not permitted under this Appendix and Services' Setup Form(s), but may instead treat such a Pay Decision or Return Decision in accordance with the default option agreed to by Customer in the Services' Setup Form(s).

2.5.4 Bank is not responsible for detecting any Customer error contained in any Check Issue File, Pay Decision or Return Decision sent by Customer to Bank.

**2.6 Submission of Data Prior to Implementation of Services.** Customer shall submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week prior to the implementation of the Services hereunder. Depending on the frequency with which Customer issues checks, Bank reserves the right to require Customer to submit one or

more additional such lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services.

## **3. Remedies.**

3.1 **U.C.C. Liability.** To the extent applicable, the liability provisions of U.C.C. Articles 3 and 4 shall govern this Appendix, except as modified below. To the extent permitted by U.C.C. Articles 3 and 4, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

3.2 **Wrongful Honor.** It shall constitute wrongful honor by Bank if Bank pays an Exception Check listed in a timely Exception Check Report unless: (i) Customer issued a Pay Decision, or (ii) Customer agreed to the pay default option and did not issue a Return Decision by the deadline set forth in the Services' Setup Form(s). In the event that there is wrongful honor, the following shall apply:

3.2.1 Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid Exception Check or Customer's actual damages resulting from Bank's payment of the Exception Check.

3.2.2 Bank expressly waives any right it may have to assert that Customer is liable for the amount of the wrongfully honored Exception Check on the grounds that the Exception Check was properly payable under U.C.C. Section 4-401.

3.2.3 Bank retains the right to assert Customer's failure to exercise reasonable care under U.C.C. Sections 3-406 and 4-406.

3.2.4 Bank retains the right to assert the defense that Customer has sustained no actual damages because Bank's honor of the Exception Check discharged for value an indebtedness of Customer.

3.3 **Wrongful Dishonor.** Except as provided below, it shall constitute wrongful dishonor by Bank if Bank dishonors an Exception Check: (i) that Bank has been ordered to pay pursuant to a Pay Decision, or (ii) for which Customer has not issued a Return Decision under the pay default option by the deadline set forth in the Services' Setup Form(s).

3.3.1 Bank's liability for wrongful dishonor of an Exception Check shall be limited to the damages for wrongful dishonor recoverable under U.C.C. Articles 3 and 4.

3.3.2 Notwithstanding Section 3.3.1, Bank shall have no liability to Customer for wrongful dishonor when Bank, acting in good faith, returns an Exception Check:

(a) that it reasonably believed was not properly payable; or

(b) if there are insufficient Available Funds on deposit in the Authorized Account; or

(c) if required to do so by the service of legal process on Bank or the instructions of regulatory or government authorities or courts.

**3.4 Rightful Payment and Dishonor.** Except as provided in Section 3.5, the following shall apply:

3.4.1 If Bank honors an Exception Check in accordance with the pay default option agreed to Customer or in accordance with a Pay Decision issued by Customer, such honor shall be rightful, and Customer waives any right it may have to assert that the Exception Check was not properly payable under U.C.C. section 4-401.

3.4.2 If Bank dishonors an Exception Check in accordance with the return default option agreed to by Customer or in accordance with a Return Decision issued by Customer, the dishonor shall be rightful, and Customer waives any right it may have to assert that the dishonor was wrongful under the U.C.C. section 4-402.

3.4.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the provisions of this Appendix.

**3.5 Faulty Information.** Subject to the terms and conditions of the Cash Management Master Agreement, Bank shall be liable for losses, other than incidental or consequential damages, proximately caused by its honor of a check that was not properly payable, or its dishonor of a check that was properly payable, if the honor or dishonor occurred because Bank, in accordance with the provisions of Section 2 of this Appendix:

(a) should have shown the check on an Exception Check Report but failed to do so due to Bank error, unless Bank provided Customer with timely information that disclosed the error; or

(b) showed the check on an Exception Check Report but referenced the wrong check number due to Bank

error, unless Bank provided Customer with timely information that disclosed the error.

**3.6 Assignment.** To the extent that Customer suffers a loss under this Appendix, Bank assigns to Customer any claim that Bank would have against a depository or collecting bank to recover the loss, including any claim of breach of warranty under U.C.C. Sections 4-207, 4-208, and 4-209.

**4. Stop Payment and Return Decisions.** The Services will not be used as a substitute for Bank's stop payment services. Customer will follow Bank's standard stop payment procedures if it desires to return a check that matches the data included in a Check Issue File or other check that was validly issued. Nothing in this Appendix will limit Customer's right to stop payment on any check that matches the data included in a Check Issue File or other check, or Bank's right to return any check that matches the data included in a Check Issue File or other check that Customer has authorized Bank to pay in accordance with this Appendix if Bank determines in its sole discretion that the check is not properly payable for any reason (without Bank's agreeing to, or being required to, make such determination in any circumstance) or that there are insufficient collected or Available Funds in the Authorized Account to pay it.

**5. Governing Law.** Except where expressly required by contrary provisions of the U.C.C., any claim, controversy or dispute arising under or related to this Appendix shall be governed by and interpreted in accordance with the governing law provision of the parties' Cash Management Master Agreement.

**6. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated. In the event of termination, all sums owed to Bank hereunder shall be immediately due and payable.

## APPENDIX IX

### TD ACCOUNT RECONCILEMENT SERVICES - FULL

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Account Reconciliation Services – Full (the “Services”) made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

#### TERMS AND CONDITIONS

**1. Services.** The Services described in this Appendix will assist Customer in reconciling and managing the check and deposit activity in Customer's designated checking Account(s) (“Authorized Accounts”). Use of the Services does not affect any of Customer's obligations, which are described in the Account Agreement, to discover and report unauthorized or missing signatures and endorsements, or alterations on checks drawn on Customer's Accounts.

#### **2. Submission of Data.**

2.1 Customer shall have its checks prepared in accordance with Bank specifications, and will supply Bank with twenty-five (25) voided checks to be used for testing. The checks will be tested to ensure the paper stock is of a minimum weight and is encoded with Bank's ABA (routing and transit) number, account number and check number to ensure the readability of the MICR line on Bank's equipment.

2.2 Customer shall send a file to Bank containing information regarding checks that have been issued by Customer (“Check Issue File”) in the format and medium, by the scheduled day(s) and to the place(s) specified by Bank and agreed to by Customer as set forth in the Services' Setup Form(s). The Check Issue File shall include check issue date, check issue amount, payee, stop payments, and voided or cancelled checks, if applicable.

2.3 Prior to implementation of the Services, Customer shall submit to Bank a current, reconciled list of all outstanding checks issued on each Authorized Account one (1) week prior to the implementation of the Services hereunder. Depending on the frequency with which Customer issues checks, Bank reserves the right to require Customer to submit one or more additional lists so that all outstanding, unpaid checks issued on any Authorized Account have been reported to Bank prior to the implementation of the Services hereunder.

2.4 Customer will send to Bank a test file in the format and medium as identified in the Services'

Setup Form(s) to ensure the readability of the Check Issue File on Bank's equipment.

2.5 Customer agrees to receive its paid check data (“Paid Check Data”) from Bank in the specified format and medium, on the scheduled day(s) and at the place(s) specified by Bank and as set forth in the Services' Setup Form(s).

2.6 Prior to receiving a file from Bank containing Customer's Paid Check Data, Customer will be provided with a test file by Bank to ensure the readability of the Paid Check Data, on Customer's equipment. Customer agrees to report any test file failures.

2.7 Bank shall compare each of Customer's paid checks by check number and amount against each Check Issue File received by Bank. Bank does not, and shall not be obligated to, compare any other data (such as payee names) on a presented check with a Check Issue File, even if a Check Issue File contains such other data. Bank may satisfy its obligation hereunder by comparing check numbers and amounts received in Substitute Checks (as defined in the Cash Management Master Agreement) and/or via electronic presentment of checks.

**3. Statement of Transactions.** Within five (5) Business Days following the scheduled date for reconciliation, as set forth in the Services' Setup Form(s), or receipt of the final Check Issue File for the current reconciliation period as set forth in the Services' Setup Form(s), Bank will provide a fully reconciled report including a listing in check number sequence of all outstanding paid, issued, voided, stopped and cancelled items from the statement schedule. Customer shall review the listing and report any errors as set forth in the Cash Management Master Agreement between Bank and Customer. Customer's use of the Services or Bank's receipt of information associated with the Services does not increase Bank's duties or obligations with respect to Customer's Accounts.

**4. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. Bank's liability under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including,

without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until

termination or such time as a different or amended Full Reconciliation Services Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

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## APPENDIX XIII

### TD ZERO BALANCE ACCOUNT SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Zero Balance Account Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

#### TERMS AND CONDITIONS

**1. Services.** The Services described in this Appendix permit Customer to maintain a zero or other pre-selected target balance in certain secondary or sub-accounts that are associated with a primary commercial checking account, all as further described below.

1.1 Customer will designate a primary checking Account (the "ZBA Parent Account"), and one or more secondary Accounts (the "ZBA Sub-Accounts") to be associated with the Services, as set forth in the Services' Setup Form(s).

1.2 Through the Services, Customer authorizes Bank to transfer funds between the ZBA Parent Account and ZBA Sub-Accounts in order to bring the respective balances of the ZBA Sub-Account(s) to the pre-selected target balance(s), as set forth in the Services' Setup Form(s).

1.3 Customer may select a target balance for each Sub-Account in the amount of \$0 or a pre-defined collected or ledger balance amount.

1.4 After posting all debits and credits to the ZBA Sub-Accounts each Business Day, each ZBA Sub-Account's balance in excess of the target balance, including both collected and uncollected balances, will be transferred automatically to the ZBA Parent Account, unless Customer elects to transfer collected balances only.

1.5 In the event that, after posting of all debits and credits to the ZBA Sub-Accounts each Business Day, the balance in any ZBA Sub-Account is less than the target balance, sufficient funds from the ZBA Parent Account will, to the extent available, be transferred to the ZBA Sub-Account to reach the target balance.

1.6 Bank is under no obligation to transfer funds to any one or more ZBA Sub-Accounts to the extent

that such transfer(s) would cause an overdraft of collected balances in the ZBA Parent Account. Bank may, in its sole discretion, determine the priority in which funds from the ZBA Parent Account are applied to ZBA Sub-Account(s).

1.7 Customer agrees that Bank is not acting as a fiduciary with respect to funds in either the ZBA Parent Account or in any ZBA Sub-Account.

1.8 If any of the ZBA Sub-Accounts are owned by an Affiliate of Customer, then: (1) Customer represents and warrants it has all necessary power and authority to transfer funds into and out of such ZBA Sub-Account(s), and (2) Customer will indemnify Bank from any claim by any owner(s) of such ZBA Sub-Account(s) or any third party with respect to a transfer into or out of such ZBA Sub-Account(s).

#### 2. Termination; Effectiveness.

2.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and associated Services shall automatically and immediately terminate if the ZBA Parent Account and/or the ZBA Sub-Account(s) are closed.

2.2 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Cash Management Master Agreement is terminated.

## APPENDIX XXI

### TD DATA TRANSMISSION SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to TD Data Transmission Services made available to Customer by Bank or Bank's third-party service provider. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement. Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

#### TERMS AND CONDITIONS

1. **Services.** The Data Transmission Services (the "Services") provide Customer with the ability to exchange information files with Bank's (or its third-party service provider's) information systems for a variety of needs and functions. This Service allows Customer to send and/or receive its Bank files using File Transfer Protocol ("FTP"), Hypertext Transfer Protocol Secure ("Secure Web"), Secure File Transfer Protocol ("SFTP"), SWIFT Transmission, or via such other method as the parties may agree upon from time to time, as may be set forth in a Services' Setup Form(s), and as further described below.

#### 2. **FTP Transmission.**

2.1 This method of data transmission permits Customer to deliver and/or receive encrypted files to a Bank-maintained FTP server. Bank will create a drop-box directory on the server where Customer may upload and deliver data files. To send data to Bank, Customer will either push the data files to Bank's directory, or Customer will give Bank a unique user name, password and Customer service address, and Bank will deliver the file. For data Bank sends Customer, Customer will pull the data files from its outbound directory on the server.

2.2 The technical requirements for FTP over the Internet include an Internet connection, FTP client capabilities, and Pretty Good Privacy ("PGP") or equivalent software for file encryption and decryption.

2.3 Files for transmission by FTP must be encrypted using PGP Version 4.0 or higher. PGP provides encryption technology including encryption, decryption, key management, encrypted email, digital signatures, key generation, certified keys and key revocation. Bank will generate a public key/private key pair for Customer. The public part of the key will be sent to Customer via Customer's assigned mailbox on Bank's transmission platform. The private part of the key will be securely kept within Bank. Customer will also generate a key pair for files that it sends to Bank. The public part of this key pair will be sent to Bank, also via the mailbox, while only Customer will know the private key.

2.4 To begin transmission by FTP, Bank will establish Customer's access to Bank's FTP server. Bank will provide Customer with the domain name required for the FTP connection. Customer will be provided a User ID and password that is unique to Customer and will be required each time Customer wishes to connect to Bank's transmission platform to send or receive files. PGP public keys for encryption will be exchanged. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via FTP transmission.

#### 3. **Secure Web Transmission.**

3.1 This method of data transmission permits Customer to deliver and/or receive files using an Internet connection, User ID and password. Bank will provide Customer with the domain name of a website that will display a web page with Customer's root directory. Customer can upload data files to this directory by clicking the Browse button and selecting the file from Customer's local network. Data files sent by Bank will be displayed in Customer's outbound directory and may be downloaded by Customer to its local network.

3.2 The technical requirements for Secure Web include an Internet connection and browser supporting 128-bit Secure Sockets Layer ("SSL") encryption.

3.3 Files for transmission through Secure Web are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer's use of the Service via Secure Web.

#### **4. Secure FTP (SFTP) Transmission.**

4.1 This method of data transmission permits Customer to deliver to and/or receive files from a Bank-maintained SFTP server. Files transfers through SFTP communications are encrypted using Secure Shell (“SSH”). SSH is an open protocol for securing data communication across computer networks providing a secure channel for data transmission. The encryption used by SSH is intended to provide confidentiality and integrity of data over an unsecured network, such as the [Internet](#). SSH uses public-key cryptography to authenticate the remote computer and allow the remote computer to authenticate the user, if necessary.

4.2 Customer has the option to push files to Bank’s SFTP server or have Bank pull Customer’s files. For Customer push, Bank will create a drop-box directory on the SFTP server and provide Customer with a user name, password, and URL/domain name. Customer must provide an external IP address of the location sending files so that Customer’s IP address can be added to access control lists within Bank’s firewalls. For Bank to pull Customer’s files, Bank will need a user name, password, URL/domain name, and directory from Customer so that Bank can pull files from Customer’s SFTP servers. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms prior to Customer’s use of the Services.

4.3 Customer also has the option for Bank to push Customer files (recommended by Bank) or Customer can pull the files from Bank’s SFTP server. For Bank to push Customer’s file, Bank needs Customer’s URL/domain name, unique user name, password, and directory. For Customer to pull files from Bank’s SFTP server, Customer must provide the external IP address of the location pulling the files so that Customer’s IP address can be added to access control lists within Bank’s firewalls. If Customer chooses to pull files from Bank’s SFTP server, then files must be PGP encrypted, since files will reside on an SFTP server within Bank’s DMZ. Bank will need Customer’s public PGP key so that Bank can encrypt files. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing (if necessary) on transmitted files prior to Customer’s use of the Services.

4.4 Customer will need an FTP client capable of using the SSH protocol. If Customer decides to pull files from Bank, Customer will need an application/utility capable of creating a PGP key pair and decrypting PGP files.

#### **5. Secure Software.**

5.1 This method of data transmission involves the use of a Java®-based program that serves as a secure access channel through which information may be exchanged between Customer’s Computer and Bank. This software is provided by Bank and must be installed on a Customer’s Computer or network. Secure Software facilitates the secure transfer of files both to and from Customer’s network location.

5.2 The technical requirements for Secure Software include an Internet connection.

5.3 Files for transmission through Secure Software are encrypted using SSL. SSL is an open protocol for securing data communication across computer networks that provides a secure channel for data transmission through its encryption capabilities. SSL allows for the transfer of digitally-signed certificates for authentication procedures and provides message integrity to protect against data being altered en route. Bank and Customer will perform, to their mutual satisfaction, connectivity testing between platforms and encryption testing on transmitted files prior to Customer’s use of the Services via Secure Software.

#### **6. SWIFT Transmission.**

6.1 This method of transmission provides Customer with the ability to use Society of Worldwide Interbank Financial Telecommunications operating as S.W.I.F.T. SCRL, Limited Liability Cooperative Society (“SWIFT”) messaging services as described in this Section to engage in certain electronic communications with Bank (hereinafter the “SWIFT Services”). With the SWIFT Services, Customer may: (1) transmit certain SWIFT messages and documents to Bank and receive certain SWIFT messages and documents from Bank and other financial institutions, using SWIFT FIN and/or SWIFTNet FileAct, the latter of which is a file transfer service that allows the transmission of messages and documents over the SWIFT network in all formats agreed upon by Bank, and (2) transmit and receive SWIFT Instructions (as further described below) from Bank and other financial institutions in connection with certain Cash Management Services as agreed by the parties from time to time. Bank is a participating depository financial institution in SWIFT.

6.2 SWIFT Rules. The “SWIFT Rules” are the documents and other publications as amended by SWIFT from time to time that Customer may access at [www.swift.com](http://www.swift.com), whether in paper or electronic format, providing specific terms and conditions and other details relating to the provision and use of the SWIFT Services, including without limitation the SWIFT Contractual Arrangements; the SWIFT General Terms and Conditions; the SWIFT Service Bureau Policy and the SWIFT Data Retrieval Policy; the SWIFT MA-CUG, SCORE and TRCO Service Descriptions and any other SWIFT Service Descriptions applicable to the SWIFT Services; and the SWIFT On-line Support Service information. This Appendix, the SWIFT Services provided hereunder and the rights and obligations of the parties hereto shall be subject to the SWIFT Rules, as they may be amended from time to time. The parties agree to comply with the SWIFT Rules and to be aware of and comply with changes or updates to the SWIFT Rules.

#### **6.3 SWIFT Instructions.**

6.3.1 Bank may honor and act upon any authenticated SWIFT message, communication or instruction, including any Payment Order (hereinafter a “SWIFT Instruction”) received in Customer’s name or

under any SWIFT Business Identifier Code (BIC) that: (1) is unique to Customer, (2) is owned by a parent company or other affiliate of Customer, or (3) is owned by an unrelated third party and/or that is otherwise operating by agreement with Customer as Customer's agent for purposes of Customer's use of the SWIFT Services. Each such BIC(s) shall be identified by or through Customer in the Services' Setup Form(s) (hereinafter, collectively, "Customer's BIC(s)"). Customer acknowledges that the Services' Setup Form(s) shall also set out the key features and requirements that shall apply to Customer's use of the SWIFT Services, which may include but are not limited to the following:

- i. the SWIFT messaging services to be used to transmit SWIFT Instructions to Bank (e.g., SWIFT FIN and/or SWIFTNet FileAct);
- ii. the SWIFT message types and file formats that are supported by Bank under the SWIFT Services, including the types of Payment Orders that Customer may transmit;
- iii. the technical parameters associated with and required for SWIFTNet FileAct (e.g., file transfer mode options and file transfer fields, etc.);
- iv. the type of information that Bank shall provide in conjunction with any SWIFT message sent by Bank to Customer within the SWIFT Services, including any account status or other information made available by Bank;
- v. the Customer Account(s) to be used in connection with the SWIFT Services; and
- vi. the SWIFT access model (e.g., SCORE, MA-CUG, etc.) and connectivity (e.g., direct access, Alliance Lite, member, service bureau, etc.) associated with Customer's use of the SWIFT Services.

6.3.2 SWIFT Instructions made in accordance with this Appendix and the SWIFT Rules shall be deemed to have been given by an individual authorized to act on behalf of Customer. Bank will act in reliance on the accuracy and completeness of the SWIFT Instruction received by Bank in Customer's name or via Customer's BIC(s). Customer shall ensure that any SWIFT Instruction sent to Bank fully and accurately reflects the advice, request, instruction or communication intended to be provided to Bank by Customer and is duly authorized. Customer irrevocably authorizes Bank to (a) treat as accurate, authentic and properly authorized, rely upon and implement any SWIFT Instruction received by Bank which originates (or appears to originate) from Customer (including, in the case of a Payment Order, debiting the Account as specified in the SWIFT Instruction), and (b) to process each such SWIFT Instruction as described in this Section 6.

6.3.3 Notwithstanding the foregoing, Bank is not obligated to act on a SWIFT Instruction or treat a SWIFT Instruction as accurate, authentic or authorized, if:

- the SWIFT Instruction does not meet the requirements of the SWIFT Rules or otherwise appears not to have been prepared or sent in accordance with this Section;
- Bank considers that the execution of that SWIFT Instruction may place Bank in breach of any law or regulation; or
- Bank reasonably suspects that the SWIFT Instruction received by Bank (a) may not fully and accurately reflect an advice, request, instruction or communication that Customer intended to give to Bank; or (b) may not have been given in accordance with Customer's authorization procedures.

Except to the extent prevented by applicable law or regulation, Bank shall notify Customer if, under this Section 6.3, it does not act on a SWIFT Instruction.

#### 6.4 Secure Communications Channel.

6.4.1 SWIFT offers SWIFT messaging services as a secure communications channel. SWIFT has established procedures and requirements for controlling access to SWIFT messaging services (each, an "Access Control") that may include, without limitation, access codes, message authentication codes, secure card readers, digital signatures, and hardware security modules. In addition, SWIFT authenticates certain messages based on SWIFT message type prior to accepting them for routing as SWIFT Instructions (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT Instructions between them as SWIFT requires from time to time (each, an "Authentication Procedure"). Collectively, the Access Controls and Authentication Procedures shall be referred to herein as the "SWIFT Security Procedures."

6.4.2 Bank and Customer rely on SWIFT's Access Controls and, in the case of an Authenticated Message, the Authentication Procedures, if any, that SWIFT requires to secure the transmission of Customer's SWIFT Instructions. Bank does not undertake and will have no obligation to Customer to separately authenticate any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, whether or not Customer actually issued the SWIFT Instruction. Bank may, at Bank's sole election and option, contact Customer with respect to any SWIFT Instruction that Bank receives in Customer's name or under Customer's BIC, but Bank's election to contact Customer with respect to one or more SWIFT Instruction will not obligate Bank to contact Customer with respect to subsequent SWIFT Instructions that Bank receives in Customer's name or under Customer's BIC.

6.5 Customer Representations and Warranties. Customer represents and warrants with respect to itself and the Customer's BIC(s) identified by or through Customer in the Services' Setup Form(s) that it:

- is registered with SWIFT as either a "Member Administered Closed User Group" and/or "Closed User Group" and/or "SCORE (Standardized Corporate Environment)" member;
- is in compliance with applicable SWIFT Rules;
- is not in violation of any federal, state or local laws with respect to the SWIFT Services;
- is a duly incorporated and validly existing legal entity;
- is in good standing financially and in compliance with all laws and regulations applicable to Customer; and
- is subject to regular audits in accordance with internationally recognized accounting standards by independent auditors.

6.6 Third-Party Service Providers; Third Party-Service Provider Activities.

6.6.1 Customer may appoint a third party, whether a SWIFT registered user/member, SWIFT authorized service bureau or other third party, to send or receive SWIFT Instructions, perform other functions and/or otherwise act as Customer's agent for purposes of the SWIFT Services provided hereunder (a "Third-Party Service Provider"), as shall be set forth in the Services' Setup Form(s). In such event, Customer agrees that the Third-Party Service Provider shall have all the powers of Customer in relation to the SWIFT Services. Customer unconditionally authorizes Bank to deal directly with the Third-Party Service Provider in connection with all matters relating to the SWIFT Services, including, without limitation, the receiving and sending of SWIFT Instructions (including Payment Orders), and any testing to be completed with respect to the SWIFT Services. All SWIFT Instructions received by Bank from Third-Party Service Provider are hereby authorized by Customer. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of Customer and shall be governed by the provisions of this Appendix. For the avoidance of doubt, Customer shall ensure the Third-Party Service Provider complies with the relevant provisions of this Appendix. Notice of any termination of Third-Party Service Provider's authority to receive and send SWIFT Instructions to Bank on Customer's behalf shall be given to Bank in writing. The effective date of such termination shall be ten (10) Business Days after Bank receives written notice of such termination. Notwithstanding the foregoing, Customer agrees that Bank retains the right to reject any such Third-Party Service Provider and thus any associated SWIFT Instructions initiated by Customer's Third-Party Service Provider in Bank's sole discretion.

6.6.2 Subject to Bank's prior approval and in its sole and exclusive discretion, Customer may be permitted to use the SWIFT Services provided hereunder on behalf of and in conjunction with Accounts that belong to Customer's clients, as well as on Customer's own behalf. Customer shall provide an appropriate letter of authority and/or execute any such other agreement(s) or documents as deemed necessary or appropriate by Bank prior to the initiation or continuation by Customer of the SWIFT Services in the capacity of a third-party service provider. Customer agrees that Bank retains the right to reject any request by Customer to engage in such activities as well as any SWIFT Instructions by Customer in such capacity, in Bank's sole discretion. In the event Bank approves Customer's use of the SWIFT Services as a third-party service provider, then the following shall also apply:

(a) Customer represents and warrants to Bank that each Customer client has given Customer authority to access and engage in SWIFT Instructions with respect to its Accounts through use of the SWIFT Services to the same extent as if Customer owned them, including in the capacity of a "third party service provider;"

(b) each reference to "Customer" herein will be deemed to be a collective reference to Customer and each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the SWIFT Services;

(c) all of the provisions set forth herein will apply to the Customer client's Account(s) as if Customer owned them;

(d) each person who is authorized to act on Customer's behalf with respect to the SWIFT Services is also authorized to act on Customer's behalf to the same extent with respect to the Accounts of each Customer client whose Accounts are included in Bank's implementation of Customer's set-up for the SWIFT Services; and

(e) Customer shall be liable for all monetary, confidentiality and other obligations to Bank hereunder as they relate to Customer's use of the SWIFT Services for itself as well as each such Customer client. Customer agrees to notify Bank immediately if Customer's authority with respect to Customer's client(s) is revoked or changed.

6.7 Customer Direction and Indemnity.

6.7.1 In the event that the BIC(s) identified by or through Customer in the Services' Setup Form(s) are owned by a parent company or other affiliate of Customer, or are owned by an unrelated third party and/or such third party is otherwise operating by agreement with Customer as Customer's Third-Party Service Provider for purposes of the SWIFT Services, Bank is prepared to act on a SWIFT Instruction from Customer's SWIFT

BIC(s) only upon receipt of the indemnity provided in this Section 6. This indemnity shall be in addition to and not in lieu of an additional indemnity provided by Customer in the Cash Management Master Agreement.

6.7.2 Bank is authorized to accept and honor any files and/or SWIFT Instructions sent from any of Customer's SWIFT BIC(s) without making any inquiry as to the validity or sufficiency of the SWIFT Instructions and to consider the SWIFT Instructions of like force and effect as written orders made in accordance with the signing authorities held by Bank from time to time for the operation of Customer's Account(s) with Bank.

6.7.3 Without limiting the scope of Section 6.7.2, Bank is authorized to disclose information about Customer, its Accounts and banking relationship with Bank, including any changes to such information, in response to and as directed in the SWIFT Instructions as required to process the same.

6.7.4 Bank shall not be liable for any loss or damage incurred by Customer, or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s), unless due to the gross negligence or willful misconduct of Bank. Notwithstanding the foregoing, in no event shall Bank be liable for any indirect, special or inconsequential damages incurred by Customer or any third party arising from or in any way related to Bank acting upon or refusing to act upon any SWIFT Instructions.

6.7.5 Customer hereby agrees to indemnify and hold Bank harmless from and against any losses, liabilities, claims, damages, fees, or expenses whatsoever that Bank may suffer, incur or be under or that may be brought against Bank, pursuant to, in connection with, or in any way related to Bank acting upon, delaying in acting upon or refusing to act upon any SWIFT Instructions from Customer's BIC(s).

6.8 Termination of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, the SWIFT Services shall terminate automatically in the event that:

- either party loses user status as defined in the SWIFT General Terms and Conditions of the By-laws;
- SWIFT has ceased to provide, and not resumed providing, any of the SWIFT messaging services;
- SWIFT, in exercise of its rights under the SWIFT Rules, has required either party to terminate the SWIFT Services; or
- Bank has ceased to provide the Cash Management Services.

6.9 Suspension of SWIFT Services. In addition to but not in lieu of the provisions of the Cash Management Master Agreement, either party may suspend the use of the

SWIFT Services for such period(s) as it considers appropriate in its absolute discretion by notice to the other party if: (a) suspension is necessary for the purposes of (routine or emergency) maintenance; (b) for security or technical reasons, including a suspension of the SWIFT messaging services by SWIFT, use of the SWIFT messaging services is impossible or cannot be achieved without unreasonable cost to Bank or Customer; (c) suspension is required by SWIFT or the SWIFT Rules; or (d) suspension is necessary to avoid or reduce any material damage or disadvantage to either party.

## **7. Security Procedures.**

7.1 Customer agrees that the security procedures set forth or incorporated by reference in this Appendix (including without limitation the SWIFT Security Procedures), the Cash Management Master Agreement and/or associated documents provided by Bank, including without limitation the Services' Setup Form(s), are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank (hereinafter collectively the "Security Procedures"). Any transmission by Customer shall be deemed authorized if transmitted in accordance with the Security Procedures. Bank may, from time to time, modify the Security Procedures. Such modifications shall become effective upon receipt of notice by Customer or such later date as may be stated in the Bank's notice to Customer. If Customer fails to object to such change, it shall be deemed to agree to such change.

7.2 With respect to SWIFT in particular, Customer further acknowledges that the SWIFT Security Procedures are the only security procedures offered for SWIFT Instructions that Customer transmits through the SWIFT Services. Customer has solely determined that the SWIFT Security Procedures best meet Customer's requirements with regard to the size, type and frequency of the SWIFT Instructions issued by Customer to Bank using the SWIFT Services and that the SWIFT Security Procedures are a commercially reasonable method of providing security against unauthorized access to or interception of transmissions between Customer and Bank. Customer acknowledges that it is bound by the terms and conditions of each SWIFT Instruction, including any request to cancel or amend a SWIFT Instruction, whether or not authorized by Customer, that Bank receives in Customer's name or under Customer's BIC(s) through the SWIFT Services and in accordance with the SWIFT Security Procedures.

7.3 Nothing in this Appendix shall be deemed a representation or warranty by Bank that FTP, Secure Web, SFTP or SWIFT communications are secure. Rather, after review of the alternatives, Customer has selected a communication method that it believes best suits its needs.

7.4 Bank and/or SWIFT (as applicable) may, from time to time, propose different, additional or enhanced security procedures to Customer. Customer understands and agrees that if it declines to use any such enhanced procedures, it will be liable for any losses that would have

been prevented by such procedures. Notwithstanding anything else contained in this Appendix, if Bank and/or SWIFT believes immediate action is required for the security of Bank, SWIFT or Customer funds or data, Bank and/or SWIFT may initiate additional security procedures immediately and provide prompt subsequent notice thereof to Customer.

7.5 Customer hereby acknowledges that the Security Procedures are neither designed nor intended to detect errors in the content or verify the contents of a transmission between the parties. Accordingly, any errors contained in a transmission from Customer shall be Customer's responsibility. Except as otherwise expressly provided in the parties' Cash Management Master Agreement or other Appendix between the parties, no security procedure for the detection of any such Customer error has been agreed upon between Bank and Customer.

7.6 Customer is strictly responsible for establishing and maintaining procedures to safeguard against, detect and mitigate unauthorized access to or interception of transmissions. Customer covenants that no employee or other individual under Customer's control will be allowed to initiate transmissions in the absence of proper authority, supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and

related instructions provided by Bank in connection with any Security Procedure utilized by Bank, SWIFT and/or Customer. If Customer believes or suspects that any such password, code, security device, Security Procedure, information or instructions have been disclosed to or accessed by unauthorized persons, Customer agrees to notify Bank immediately followed by written confirmation as provided in the Services' Setup Form(s).

7.7 Customer shall retain data files for five (5) Business Days following the date of their transmittal by Customer as provided herein, and shall provide such data files to Bank upon request.

**8. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to Data Transmission Services and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the parties' Cash Management Master Agreement is terminated.

## APPENDIX XXII

### TD ACH POSITIVE PAY SERVICES

This Appendix is incorporated by reference into the parties' Cash Management Master Agreement and applies to all TD Automated Clearing House ("ACH") Positive Pay Services (the "Services") made available to Customer by Bank. All capitalized terms used herein without definition shall have the meanings given to them in the Cash Management Master Agreement or the *NACHA Rules* (as defined below). Except as otherwise expressly provided in this Appendix, to the extent that this Appendix is inconsistent with the provisions of the Cash Management Master Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

#### TERMS AND CONDITIONS

##### 1. Definitions.

"*Authorized Account*" means Customer's Account(s) designated by Customer and maintained at Bank to which the Services will apply.

"*ACH Entry*" means an order or request for the transfer of money to an Authorized Account (a "Debit Entry") as also defined in the *NACHA Rules*.

"*ACH Authorizations*" means Customer's written instructions and authorization criteria provided to Bank in conjunction with the set-up and implementation of the Services, including the Services' Setup Form(s) and/or via a separate ACH block and filter agreement with Bank (hereinafter the "Filter Agreement"), and/or otherwise in accordance with the Services as described in this Appendix, which either prohibits all ACH Entries or permits only the posting of specified ACH Entries to an Authorized Account.

"*Exception Entry*" means an ACH Entry (excluding ARC, BOC, POP, RCK, or XCK SEC Codes) that does not meet Customer's ACH Authorizations previously provided to Bank (and may also be referred to within the Services as a "Rejected" Entry), and that is therefore scheduled to be returned to the Originator of the ACH Entry.

"*NACHA Rules*" means the National Automated Clearing House Association's ("NACHA") *Operating Rules and Operating Guidelines*, which govern the ACH system.

"*Pay Decision(s)*" means Customer's confirmation instruction to Bank to pay/post an Exception Entry.

"*Return Decision(s)*" means Customer's confirmation instruction to Bank to not pay/post an Exception Entry but to instead return the ACH Entry to the Originator.

"*Return Default Disposition*" means the Services' automatic default disposition of all ACH Entries that do not meet Customer's ACH Authorizations, whereby all such

ACH Entries are scheduled to be returned to the Originator of the ACH Entry.

##### 2. Services.

2.1 The Services described in this Appendix will provide Customer with a means to: (1) review ACH Entries received on a particular Customer Account that are scheduled to be returned to the Originator as an Exception Entry in accordance with Customer's ACH Authorizations and the Return Default Disposition; and (2) confirm the return of the Exception Entry through a Return Decision, or to override the Return Default Disposition and instruct Bank to pay/post the Exception Entry to Customer's Account through a Pay Decision.

2.2 Customer acknowledges that the Services have been identified by Bank as a service that can reduce the risk of fraudulent ACH Entries being posted against Customer's Account(s) when such Services are adopted and properly utilized by Customer. By conforming to the terms and conditions of this Appendix, Customer acknowledges and agrees that it may significantly reduce the chance that fraudulent ACH Entries will post to Customer's Account(s) by electronically matching incoming ACH transactions to ACH Authorizations.

##### 3. Customer Authorizations.

3.1 Customer will designate Authorized Account(s) to be used with the Services via the Services' Setup Form(s).

3.2 As applicable, Customer shall begin use of the Services with either: (a) any ACH Authorizations initially submitted by Customer to Bank and then established by Bank on Customer's behalf in conjunction with the set-up and implementation of the Services, or (b) any existing ACH Authorizations on Customer's Authorized Account(s) that have been established via a Filter Agreement. Customer may add to or modify those initial or existing ACH Authorizations from time to time as set forth herein. Customer shall be responsible for the accuracy and completeness of all information provided to Bank both through the use of the Services and via the Services' Setup Form(s).

3.3 Customer may submit additional ACH Authorizations, make changes to initial or existing ACH Authorizations, or delete initial or existing ACH Authorizations related to the Authorized Account(s) online via the Services' module of the Bank Internet System. Such changes shall become effective on the next Business Day following the day on which the changes were made by Customer. Each Business Day, Bank will provide an updated list of successfully processed ACH Authorizations to Customer via the Services. In the event Customer submits a change or addition to the ACH Authorizations that is incomplete, contains an error or that cannot otherwise be processed by Bank, Bank will use commercially reasonable efforts to notify Customer on the next Business Day that the associated ACH Authorization(s) has been rejected. Until such time as Customer reviews and corrects it, the rejected ACH Authorization(s) will not appear on the updated list of successfully processed ACH Authorizations that Customer receives.

3.4 In the event Customer fails to fully and accurately populate or complete all requested fields associated with the ACH Authorizations, the following will also apply:

(a) If Customer does not insert a specified maximum dollar amount, then no maximum dollar amount shall apply with respect to the applicable ACH Entry(ies) or transaction(s) subject to the ACH Authorization(s).

(b) If Customer does not insert a specified expiration date, then no expiration date shall apply to the applicable ACH Entry(ies) or transaction(s) subject to the ACH Authorization(s).

**4. Processing of ACH Entries and Reporting of Exception Entries.** Bank will electronically compare each ACH Entry presented to Bank for settlement against Customer's Authorized Account(s) on a Business Day (including those presented by other depository institutions, ACH Operators or by Bank) with Customer's ACH Authorizations. In accordance with that review, on each Business Day, Bank will:

(a) allow incoming ACH Entries that match Customer's ACH Authorizations to post to Customer's Authorized Account(s); and

(b) treat as Exception Entries all incoming ACH Entries that do not match Customer's ACH Authorizations and will provide to Customer, through the Bank Internet System, a listing of all Exception Entries that are otherwise scheduled for Return Default Disposition. Customer must monitor, review and issue a Pay Decision or Return Decision on each Exception Entry reported through the Bank Internet System by the pre-established deadline set forth within the Services. Customer may also set up alerts to be sent to Customer by a pre-established time each Business Day advising Customer whether or not there are any Exception Entries to be reviewed that Business Day.

## **5. Payment and Dishonor of Exception Entries.**

5.1 Customer may choose to confirm the Return Default Disposition of individual Exception Entries presented via the Services by providing a Return Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be automatically returned to the Originator.

5.2 Customer may choose to override the Return Default Disposition of individual Exception Entries presented via the Services by providing a Pay Decision to Bank by the pre-established deadline set forth within the Services, in which case such Exception Entries will be paid/posted to Customer's Authorized Account(s) at the end of the current Business Day.

5.3 Customer may choose not to or may otherwise fail to review and provide a Pay Decision or a Return Decision for any Exception Entries by the pre-established deadline, in which case the Return Default Disposition will apply and all such Exception Entries will be automatically returned to the Originator.

## **6. Customer and Bank Communications.**

6.1 Customer shall use the Services' module of the Bank Internet System to report all Pay Decisions or Return Decisions. Bank shall not be obligated to comply with any Pay Decision or Return Decision received in a format or medium, after a pre-established deadline, or at a place not permitted under this Appendix or the Services' Setup Form(s), and may instead treat any such communication from Customer as a Return Decision or otherwise apply the Return Default Disposition to such communication.

6.2 Bank is not responsible for detecting any Customer error contained in any ACH Entries presented, decisioned, returned or processed, or in any Pay Decision or Return Decision by Customer.

6.3 In the event that Bank is unable to provide Customer with a listing of Exception Entries through the Bank Internet System for Customer's Pay Decision or Return Decision as described in Section 4, the Return Default Disposition shall apply in accordance with Customer's previously established ACH Authorizations.

6.4 Customer's ACH Authorizations hereunder will be accepted by Bank subject to the condition that ACH transactions have not already been posted or are not otherwise in the process of posting, and that Bank will have a reasonable opportunity to act on Customer's ACH Authorizations before any such processing.

6.5 Bank shall have a reasonable time after receipt of Customer's request to implement the Services and shall not assume responsibility for stopping ACH transactions that have already been posted to Customer's Account(s).

6.6 Bank shall be bound only to exercise ordinary care in attempting to post or return ACH Entries as described in this Appendix.

## **7. Remedies.**

7.1 **Bank Liability.** To the extent permitted by applicable law, the liability of Bank under this Appendix shall in all cases be subject to the provisions of the parties' Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank.

7.2 **Wrongful Payment/Posting.** It shall constitute wrongful payment/posting by Bank if Bank pays/posts an Exception Entry for which Customer has provided a Return Decision by the pre-established deadline set forth within the Services and otherwise in accordance with the other terms of this Appendix. In the event that there is wrongful payment/posting, Bank shall be liable to Customer for the lesser of the amount of the wrongfully paid/posted Exception Entry or Customer's actual damages resulting from Bank's posting of the Exception Entry, subject to the terms of the parties' Cash Management Master Agreement.

### 7.3 **Rightful Payment and Return.**

7.3.1 If Bank honors an Exception Entry in accordance with a Pay Decision by Customer as described in Section 5.2, such payment/posting shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.2 If Bank returns an Exception Entry in accordance with a Return Decision by Customer as described in Section 5.1, or otherwise pursuant to a Return Default Disposition as described in this Appendix, the return shall be rightful, and Customer waives any right it may have to assert otherwise.

7.3.3 Customer agrees that Bank exercises ordinary care whenever it rightfully pays/posts or returns an Exception Entry consistent with the provisions of this Appendix.

## 8. **Other Terms of the Services.**

8.1 Customer acknowledges that the Services do not preclude Bank's standard ACH processing procedures or the application of the *NACHA Rules*, which may cause an ACH Entry to be dishonored even if Customer's instructions do not otherwise require Bank to return such ACH Entry.

8.2 Customer acknowledges that the Services do not apply to transactions between Customer

and Bank, including any Bank affiliates and subsidiaries, such as loan or credit card payments ("Bank-Related Entries"). Bank is permitted to pay Bank-Related Entries whether or not Customer has included these in Customer's ACH Authorizations as reflected in this Appendix and until such time as Customer's authorization with respect to the underlying Bank-Related Entries is revoked or otherwise terminated.

8.3 Customer acknowledges that the Services are intended to be used to identify and return ACH Entries which Customer suspects in good faith are fraudulent, unauthorized or otherwise unwarranted. The Services are NOT intended to be a substitute for authorization instructions or to delay Customer's decision on ACH Entries, including but not limited to stop payment orders on ACH Entries which are not suspected in good faith to be unauthorized. If Bank suspects or deems, in Bank's sole discretion, that Customer is using the Services contrary to those intentions, Bank may require Customer to provide evidence that ACH Entries that Bank returns pursuant to Customer's instructions were in fact unauthorized. In addition, Bank may hold Customer liable for losses that Bank sustains on ACH Entries which Bank is requested to return under the Services and which Customer does not reasonably establish as unauthorized ACH Entries, including as under the *NACHA Rules*.

## 9. **Termination; Effectiveness.**

9.1 The parties may terminate this Appendix and/or the Services in accordance with the terms and conditions of the Cash Management Master Agreement. This Appendix and the associated Services shall automatically terminate in the event the underlying Authorized Account(s) are closed. In the event of termination of this Appendix and the associated Services, Customer's ACH Authorizations in effect as of the date of termination will remain in effect with respect to Customer's Authorized Accounts, and all ACH Entries will thereafter be processed in accordance with such ACH Authorizations.

9.2 Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Cash Management Master Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior agreements on file with respect to the Services, except for any existing ACH Authorizations currently on record with regard to the Authorized Account(s) as of the date of this Appendix.

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**RESOLUTION NO. CRA-04-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, INSTRUCTING MIAMI-DADE COUNTY TO TRANSFER ALL CRA FUNDS TO THE CRA REDEVELOPMENT TRUST FUND ACCOUNT WITH TD BANK N.A. UPON THE REQUEST OF THE EXECUTIVE DIRECTOR BUT NO LATER THAN SEPTEMBER 30, 2026; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northwest 79<sup>th</sup> Avenue Corridor Community Redevelopment Agency (“CRA”) recently engaged TD Bank, N.A. to provide necessary banking and related ancillary services including the establishment of an account for the CRA redevelopment trust fund; and

**WHEREAS**, the Board of Commissioners of the CRA desires to instruct Miami-Dade County to transfer all CRA funds to the CRA Redevelopment Trust Fund account with TD Bank N.A. upon the request of the Executive Director but no later than September 30, 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Instruction to Miami-Dade County to Transfer Funds.** The instruction to Miami-Dade County to transfer all CRA funds to the CRA Redevelopment Trust Fund account with TD Bank N.A. upon the request of the Executive Director but no later than September 30, 2026 is hereby approved.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 28<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Rhenie Dalger  
Chair

ATTEST:

\_\_\_\_\_  
Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

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Taylor Duma LLP  
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote:


Chair Rhenie Dalger  
Vice Chair Gilbert St. Jean, Phd  
Board Member Tanisha “Wakumi” Douglas, MSW  
Board Member Sandy Lila, MPA  
Board Member Nadege Vilsaint, RCSWI, MSW

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



**Date:** January 28, 20256

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Khass Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Resolution No. CRA-04-2026 – Instruction to the County to Transfer Funds to the CRA Trust Fund Upon Request, No Later Than September 30, 2026

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### **Recommendation**

It is recommended that the Board of Commissioners adopt Resolution No. CRA-04-2026, authorizing the CRA to formally instruct Miami-Dade County to transfer eligible Tax Increment Financing (TIF) revenues to the CRA's newly established Redevelopment Trust Fund, upon written request, no later than September 30, 2026.

### **Fiscal Impact**

There is no direct cost associated with this authorization. All funds transferred into the trust fund are previously budgeted tax increment revenues already allocated to the CRA under the terms of its Interlocal Agreement with the County

### **Delegation of Authority**

Upon adoption, the Executive Director or designee is authorized to issue the request for fund transfer, contingent upon (1) Board approval of a CRA Fiscal Policy and (2) the engagement of a qualified financial services provider to manage accounting, reconciliation, and reporting.

### **Background**

Pursuant to Section 163.387, Florida Statutes, a CRA may not receive or spend tax increment revenues until it has established a Redevelopment Trust Fund. These funds must be used exclusively to support redevelopment activities outlined in the CRA's adopted redevelopment plan.

This resolution instructs Miami-Dade County to initiate the transfer of CRA revenues into the agency's trust fund upon request, but only after the CRA has adopted its internal Fiscal Policy and retained a financial services contractor to provide oversight. This approach promotes strong fiscal controls and ensures compliance with applicable laws and best practices.

The Redevelopment Trust Fund will serve as the depository for all CRA revenues and will enable the agency to operate with greater financial independence, including issuing payments, managing reimbursements, and accounting for capital project investments. Authorizing this resolution now ensures the CRA is structurally ready to receive and manage funds when all preconditions have been met.

### **Attachment**

Draft Resolution No. CRA-04-2026 – Instruction to Transfer Funds

## **RESOLUTION NO. CRA-05-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND THE EXECUTIVE DIRECTOR TO INCREASE THE FEE IN THE AMOUNT OF \$35,000 FOR FISCAL YEAR 2025-2026; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE EXECUTIVE DIRECTOR; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”) and the Executive Director previously entered into that certain Professional Services Agreement to provide executive director services; and

**WHEREAS**, the Board of Commissioners of the CRA desires to amend the Professional Services Grant Agreement with the Executive Director to increase the fee in the amount of Thirty-Five Thousand and 00/100 (\$35,000.00) for Fiscal Year 2025-2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Approval of First Amendment to Professional Services Agreement.** The First Amendment to Professional Services Agreement with the Executive Director to increase the fee in the amount of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) for Fiscal Year 2025-2026 is hereby approved.

**Section 3. Execution of First Amendment to Professional Services Agreement.** The Executive Director is hereby authorized to execute and deliver the First Amendment to Professional Services Agreement with the Executive Director.

**Section 4. Implementation of First Amendment to Professional Services Agreement.** The Executive Director or the Executive Director’s designee is hereby authorized to take all action necessary to implement the terms of the First Amendment to Professional Services Agreement with the Executive Director, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

**Section 5.**     **Effective Date.** This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 28<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Rhenie Dalger  
Chair

ATTEST:

\_\_\_\_\_  
Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Taylor Duma LLP  
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by:\_\_\_\_\_

Seconded by:\_\_\_\_\_

Vote:


Chair Cornelius Rhenie Dalger  
Vice Chair Gilbert St. Jean, Phd  
Board Member Tanisha “Wakumi” Douglas, MSW  
Board Member Sandy Lila, MPA  
Board Member Nadege Vilsaint, RCSWI, MSW

\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)



**Date:** January 28, 20256

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Khass Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Resolution No. CRA-05-2026 – Amendment to Executive Director’s Professional Services Agreement

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### **Recommendation**

It is recommended that the Board of Commissioners adopt Resolution No. CRA-05-2026, authorizing an amendment to the Executive Director’s professional services agreement to temporarily increase the contract amount by \$35,000 through September 30, 2026.

### **Fiscal Impact**

The additional \$35,000 will be covered under the CRA’s existing salaries and contractual services line items in the adopted FY 2024–25 budget. No additional allocation is required at this time.

### **Delegation of Authority**

Upon approval, the Executive Director or designee is authorized to execute the contract amendment and retain an Executive Administrative Assistant under the terms of the existing agreement.

### **Background**

The CRA is in the early stages of building its administrative capacity and currently lacks the internal infrastructure to directly hire employees. In the interim, consultant support is being used to meet staffing needs while foundational policies and procedures are being developed.

The Executive Administrative Assistant will provide day-to-day support for the Executive Director, including:

- Calendar management and meeting coordination
- Board packet preparation and distribution
- Recordkeeping and correspondence
- Document formatting and submission tracking
- Public meeting logistics and compliance support

This role will complement the existing consultant supporting operations and will help ensure continuity, efficiency, and documentation as the CRA scales up its activities and board responsibilities.

The amendment will remain in effect through the end of the current fiscal year and aligns with the CRA’s commitment to transparent, accountable, and professional operations during its transition period.

### **Attachment**

Amendment to Professional Services Agreement – Executive Director