Amendment No. 4 to
C-73-11-117-3-01
Banking Services Agreement – 10016-ITN

THIS AMENDMENT NO. 4 TO THE BANKING SERVICES AGREEMENT, 10016-ITN, (this "**Amendment**"), is dated as of July 1, 2015 ("**Effective Date**"), is entered into by and between Maricopa County, Arizona by and through the Maricopa Board of Deposit and Maricopa County Treasurer, pursuant to A.R.S. §35-321 and 325 (collectively referred to herein as the "**County**") and JPMorgan Chase Bank, N.A. a national banking association (referred to herein as the "**Contractor**") and amends that certain Banking Services Agreement entered into by and between the County and the Contractors, dated as of November 3, 2010, as amended prior to the date hereof, for the purchase of banking services (the "**Agreement**"). All capitalized terms, not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the County and the Contractor desire to extend the term of the Agreement and modify certain other provisions thereof, as more particularly described below,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and County agree as follows:

AGREEMENT

1. Pursuant to Section 1.2 of the Agreement, the County has elected, and the Contractor has agreed, to extend the term of the Agreement for an additional one (1) year term, expiring June 30, 2016, inclusive.

2. All references in the Agreement, including, without limitation, Exhibit B, Scope of Work, to the services to be performed, made available or otherwise provided by the Contractor or paid for by the Contractor, either through application of earnings credits or otherwise, are modified to remove from such services the following: armored car services, and issuance of and/or processing for stored value cards, including, without limitation, payroll cards or reward cards. Each of such services may have been discontinued pursuant to notifications to, or communications with, the County prior to the Effective Date and nothing contained in this Amendment shall be construed continuing such services until the Effective Date, if an earlier termination has occurred prior thereto.

3. Section 6.20 of the Agreement is deleted, inasmuch as it requires compliance with statutes that have been repealed.

4. The following provisions shall, as of July 1, 2014, supersede and replace any provisions contained within the Agreement relating to the pledging of collateral to secure the uninsured balances of County's public funds on deposit with Contractor and any reporting relating thereto: "Contractor's obligations with respect to the pledging of collateral to secure the uninsured balances of County's public funds on deposit with the Contractor, and all reporting with respect to such collateral, shall be in compliance with the requirements of Title 35, Chapter 10, of the Arizona Revised Statutes, and such rules as have been adopted by the

Administrator of the collateral pool contemplated thereby or the Treasurer of the State of Arizona under authority of such statutes, in each case as amended from time to time."

5. Except as specifically modified herein, the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 4 is hereby agreed to by the parties as of the Effective Date.

CONTRACTOR – JPMORGAN CHASE BANK, N.A.

AUTHORIZED SIGNATURE

Jeffrey Sundheimer, Authorized Officer

PRINTED NAME AND TITLE

4/29/2015

DATE

MARICOPA COUNTY TREASURER

CHARLES "HOS" HOSKINS, TREASURER

5-26-15

DATE

MARICOPA COUNTY BOARD OF DEPOSIT

CHAIRMAN, BOARD OF DEPOSIT

JUN 24 2015

DATE

ATTESTED:

Fran McCarroll

CLERK OF THE BOARD

JUN 2 4 2015

DATE

APPROVED AS TO FORM:

Kathleen Pennington

COUNTY ATTORNEY

June 15, 2015

DATE

SERIAL 10016 ITN BANK SERVICING AGREEMENT

DATE OF LAST REVISION: June 24, 2015 CONTRACT END DATE: June 30, 2016

CONTRACT PERIOD THROUGH JUNE 30, ~~2014~~ ~~2015~~ 2016

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **BANK SERVICING AGREEMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 03, 2010 (Eff. 07/01/11).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

_____
Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
Blair Bradshaw, Treasurers' Office
Charles Hoskins, Treasurers' Office

(Please remove Serial 05141-RFP from your contract notebooks)

CONTRACT PURSUANT TO ITN

SERIAL 10016-ITN

This Contract is entered into this 3rd day of November, 2010 between: Maricopa County, Arizona by and through the Maricopa County Board of Deposit and the Maricopa County Treasurer, pursuant to A.R.S. § 35-321 and 325 (collectively referred to herein as the "County"); and **JPMorgan Chase Bank, N.A**. a national banking association (referred to herein as "Contractor") for the purchase of banking services in accordance with A.R.S. §35-325, other applicable Arizona Revised Statutes and the following terms and conditions.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of THREE (3) years, beginning on the 1st day of July, 2011 and ending the 30th day of June, ~~2014~~ **2015**. However, it is understood by the parties that implementation services will begin on the date of the signing of this agreement.

1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of TWO (2) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract expiration or annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." These amounts shall be reconciled annually commencing with June 30, 2012. This annual reconciliation shall take into account the Contractors' obligation to provide a $1,000,000 transition \account analysis credit to be allocated equally over five years beginning with the term of this contract July 1, 2011. However, the County reserves the right to use all or a portion of it's year one account analysis credit to cover transition costs related to the implementation of this contract from the period of the signing of this agreement until June 30, 2011. In the event County cancels or terminates this Contract for convenience or any reason not related to default by the bank between the date of signing of this Contract and July1, 2011, County shall reimburse Contractor immediately for all amounts paid by Contractor toward the transition/account analysis credit. This credit can be applied not only to supply and/or service charges

that are outlined in the banks fee schedule, Exhibit "A", but it can also be applied during the transition period to offset unbudgeted expenses related to required hardware and/or software upgrades, additional check scanners as well as third party costs, related to services necessary to implement this Agreement as approved by the Treasurer's office. The Treasurer shall forward any approved invoices to the Bank for processing. Both the Bank and the Treasure shall keep a running total of any expenses paid against the transition credit and shall meet on an agreed upon basis, but no later than June 30, 2012 to reconcile the expenses.

3.1 Payment shall be made upon the County's receipt of a properly completed invoice.

3.2 INVOICES:

The County shall be invoiced through account analysis that shall provide sufficient detail to allow the County to review and approve the annual reconciled costs of services. The analysis shall permit the break out of charges or costs by account or account groups to allow for separate billing options, if that is the desire of the County. The final format of account groupings shall be confirmed by the Treasurer.

3.2.1 Problems regarding billing or invoicing shall be directed to the Treasurer.

3.2.2 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

3.2.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for banking services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B" , "B1", "B2", "B3 & "B4" Scope of Work and Exhibit C (JPMorgan Account Terms and related Service Terms, referred to herein as "Account Documentation") , or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, directly relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable. Neither party will be liable to the other party for any indirect, incidental, consequential, exemplary or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages. For all claims against the Contractor under this Contract, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order shall be limited in any contract year to $2,000,000.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated insurance from a company or companies possessing a current A.M. Best, Inc. rating of A-, VII or higher.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured.

6.2.6 County reserves the right to request and to receive, within 10 working days, copies of any or all of the herein required insurance certificates or Contractor may provide a Memorandum of Insurance in lieu of the insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's as their interests appear.

6.2.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Umbrella/Excess Liability insurance with a limit of not less than $1,000,000 for each occurrence, combined single limit $1,000,000 Products/Completed Operations Aggregate, and $1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Business Automobile Liability insurance and, if necessary, l Umbrella/Excess Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $5,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or umbrella/excess liability insurance obtained by Contractor pursuant to this Contract.

6.2.11.2.1 Bankers Professional Liability Including Errors and Omissions Insurance
The Contractor shall have in place a policy in the amount of $10,000,000 to cover wrongful acts including errors and omission of the Bank and or its staff under this contract. Contractor reserves the right to self-insure as respects to Banker's Professional Liability.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates or memorandums in lieu of certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE

AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.12.1.1 If a policy does expire during the life of the Contract, a renewal certificate or Memorandum of Insurance in lieu of the certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, or be canceled, without thirty (30) days prior written notice to the County.

6.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Treasurer
Maricopa County Treasurer's Office
301 W. Jefferson Street, Suite 100
Phoenix, Arizona 85003

and

Maricopa County
Department of Finance
301 W. Jefferson, Suite 960
Phoenix, Arizona 85003
Attn: Chief Financial Officer

and

Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

JPMorgan Chase Bank, N.A.
Attn: Commercial Banker Pat Foster
201 North Central Avenue, Floor 21
AZ1-1178
Phoenix, AZ, 85004-0073

With a copy to:

JPMorgan Chase Bank, N.A.
Attn: Treasury Services Mary Lundell
201 North Central Avenue, Floor 21
AZ1-1178
Phoenix, AZ, 85004-0073

6.4 REQUIREMENTS CONTRACT:

6.4.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.4.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.4.3 Purchase orders will be cancelled in writing.

6.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.6 TERMINATION FOR DEFAULT:

6.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.7 CANCELLATION IN ACCORDANCE WITH A.R.S. §35-325

The Treasurer or the Servicing Bank may terminate this agreement pursuant to A.R.S. §35-325.

6.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.11 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.12 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

6.13 RETENTION OF RECORDS:

6.13.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Board of Deposit (Supervisors) or the Treasurer shall have full access to, and the right to examine copy and make use of any and all said materials. All access is subject to reasonable prior notice, applicable laws, and security and confidentiality requirements related to the physical location of the stored records and procedures of the Contractor. Any review or examination shall be at the cost and expense of the County. The contractor shall use commercially reasonable efforts to provide notification to both the Treasurer and the Department of Finance at the addresses listed above a written notice anytime the County's Taxpayer Identification number is used to open any new accounts, but Contractor shall not be in default of this Agreement for failure to so notify.

6.13.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.14 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.15 ALTERNATIVE DISPUTE RESOLUTION:

6.15.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.15.1.1 Render a decision;

6.15.1.2 Notify the parties that the exhibits are available for retrieval; and

6.15.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.15.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.15.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.17 RIGHTS IN DATA:

The County shall have the use of all data and reports resulting from this Contract, at Contractor's standard pricing. Each party shall supply to the other party, upon reasonable request, any available information that is relevant to this Contract and to the performance hereunder.

6.18 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall

furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~6.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

6.21 CONTRACTOR LICENSE REQUIREMENT:

6.21.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses.

6.21.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to posses the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.23 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other similarly situated customer for these or similar services at similar volumes.

6.24 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.25 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's Account Documentation, the terms of this Contract shall prevail.

6.26 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.26.1 Exhibit A, Pricing (entire pricing section from Contractor's response to ITN);

6.26.2 Exhibit B, Scope of Work, (as modified by Contractor in its response to ITN)

6.26.3 Exhibit B1, Additional Responses (The parties acknowledge that these are working documents that are subject to change upon mutual agreement. The parties will review this

exhibit semi-annually; in the event of any conflict between Exhibit B1 and Exhibit C, the provisions of Exhibit B1 shall control.)

6.26.4 Exhibit B2, Sample Implementation Plan (The parties acknowledge that these are working documents that are subject to change upon mutual agreement, however with the exception of the implementation start and end date, changes may be made without necessity of formal amendment to the Agreement.)

6.26.5 Exhibit B3, Sample Project Charter (The parties acknowledge that these are working documents that are subject to change upon mutual agreement, without necessity of formal amendment to the Agreement.)

6.26.6 Exhibit B4, Sample Project Status Update Format (The parties acknowledge that these are working documents that are subject to change upon mutual agreement, without necessity of formal amendment to the Agreement.)

6.26.7 Exhibit C, JPMorgan Account Documentation (County acknowledges that as final services are selected, additional documentation requiring signature may be applicable.)

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY TREASURER

_____ _____
CHARLES "HOS" HOSKINS, TREASURER DATE

MARICOPA COUNTY BOARD OF DEPOSIT

_____ _____
CHAIRMAN, BOARD OF DEPOSIT DATE

ATTESTED:

_____ _____
CLERK OF THE BOARD DATE

APPROVED AS TO FORM:

_____ _____
COUNTY ATTORNEY DATE

_____ _____
LEGAL COUNSEL DATE

EXHIBIT A
PRICING

SERIAL 10016-ITN

PRICING SHEET: NIGP 94625

BIDDER NAME: JPMorgan Chase Bank

VENDOR #:

BIDDER ADDRESS: 201 N. Central Avenue, Phoenix, AZ 85004

P.O. ADDRESS:

BIDDER PHONE #: 602-221-2007

BIDDER FAX #: 602-221-1075

COMPANY WEB SITE: www.chase.com

COMPANY CONTACT (REP): ~~Patricia W. Foster~~ **Jeffrey Sundheimer**

E-MAIL ADDRESS (REP): ~~pat.w.foster@jpmchase.com~~ **jeffrey.j.sundheimer@jpmorgan.com**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X___ YES _____ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: _____YES ___X__ NO

ALL PRICING SHALL BE SUBMITTED ON **CD** FORMATTED IN EXCEL **2007.**

BIDDERS MUST INCLUDE THEIR BANK SPECIFIC TERMINOLOGY IF DIFFERENT THAN ITEMS LISTED BELOW.

ADDITIONAL CHARGES THAT APPEAR AS A RESULT OF USING A PARTICULAR SERVICE MUST ALSO BE LISTED.

THE TREASURERS OFFICE WILL NOT BE RESPONSIBLE FOR ANY ITEMS NOT LISTED ON THIS BID SHEET.

(Please refer to "Other Exceptions" on page 70 of proposal)

NEW SERVICES MAY BE NEGOTIATED UPON REQUEST OF THE TREASURER.

PRICING:

ITEMS	BIDDERS DESCRIPTION NAME "ROSETTA STONE"	AVERAGE MONTHLY # UNITS	UNIT PRICE	ANNUAL PRICE (MONTH X 12)
1.0 Banking Related Services				
COLL OVERDRAFT INTEREST CHARGE	Negative Collected Balance	0	Fed Funds Rate	
FDIC ASSESSMENT		86,781,963	Rate Based	
1.1 Depository Services				
ACCOUNT MAINTENANCE		101	$4.8000	$484.80
BANKING CENTER DEPOSIT	Branch Credits Posted	454	$1.0000	$453.67
QBD/NIGHT DROP DEPOSIT	Branch Credits Posted	200	$1.0000	$200.22
VAULT DEPOSIT		3,957	$0.5000	$1,978.33
ITEM PROCESSING DEPOSIT	Branch Credits Posted	41	$1.0000	$41.22

SERIAL 10016-ITN

DEBITS POSTED-OTHER	Checks/Debits Posted	45	$0.1500	$6.73
DEPOSIT CORRECTION-NON-CASH	Dep Checks Dep Corrections	25	$5.0000	$125.56
GENERAL CHECKS PAID TRUNCATED	Checks/Debits Posted	9,473	$0.1500	$1,420.97
GENERAL CHECKS PAID-NOT TRUNCATED	Checks/Debits Posted	514	$0.1500	$77.13
DIRECT DDA STMT PER ACCT	Internet DDA Statement	95	$0.0000	$0.00
WLBX LOCKBOX DEPOSIT	Please see lockbox pricing tab	37	$0.5500	$20.41
DIRECT DEPOSIT STOP PAY INQUIRY	N/A	1	$0.0000	$0.00
DIRECT DEPOSIT PAID ITEM INQUIRY	N/A	0	$0.0000	$0.00
ZBA MASTER ACCOUNT MAINT	Zero Balance Master Account	1	$9.4500	$9.45
ZBA SUBSIDIRARY ACCOUNT MAINT	Zero Balance Sub Account	1	$6.7500	$6.75
RDI EMAIL IMAGE DELIVERY	Dep RTN -Email Notification	4	$0.7500	$2.67
RETURNS-CHARGEBACK	Dep Return Items Returned	236	$1.5000	$353.83
RETURNS-RECLEAR	Dep Return Redeposit Reclear	255	$1.5000	$383.17
RETURNS-RECAP/TRIP ADV	N/A	3	$0.0000	$0.00
RETURNS-NOTIFICATIONS FAX	Dep Return Fax Copy	19	$3.0000	$58.00
RETURNS NOTIFICATION PHOTOCOPY	N/A	43	$0.0000	$0.00
RETURNS NOTIFCATION FAX FEE	N/A	2	$0.0000	$0.00
RETURNS NOTIFICATION PHOTOCOPY FEE	N/A	2	$0.0000	$0.00
CHECKS DEPOSITED *	Check Deposited-Transit	1,933	$0.1000	$193.33
CKS DEP ON US*	Check Deposited-On Us	10,667	$0.0200	$213.34
CKS DEP LOCAL CLEARINGS *	Check Deposited-Transit	31,648	$0.1000	$3,164.81
CKS DEP OTHER IN DIST *	Check Deposited-Transit	22,892	$0.1000	$2,289.16
CKS DEP ALL OTHER *	Check Deposited-Transit	38,684	$0.1000	$3,868.41
ENCODING SURCHARGE	Dep Checks Encoding	95,203	$0.0000	$0.00
CKS DEPOSITED FOREIGN ITEMS	Foreign Check Deposited (CAD)	280	$4.5000	$1,260.50
CKS DEP REJECTS	Dep Cks MICR Reject Repair >.9%	20	$1.0000	$19.89
CKS DEP REJECTS >.8%	Dep Cks MICR Reject Repair >.9%	5	$1.0000	$5.44
CARRIER DOC FEE	N/A	0	$0.0000	$0.00
STOP PAY AUTOMATED<= 12 MONTHS	Electronic Stop Payment	138	$1.2500	$171.94
STOP PAY AUTOMATED> 12 MONTHS	Electronic Stop Payment	16	$1.2500	$19.72
OD ITEMS PAID-RETURNED	Overdraft NSF Item Returned	0	$0.0000	$0.00

	Overdraft NSF Item Paid		$0.0000	$0.00
DEBITS POSTED-ELECTRONIC	Electronic Debit Posted	690	$0.0540	$37.25
CREDITS POSTED-ELECTRONIC	Electronic Credit Posted	3,142	$0.0540	$169.67
STOP PAY MANUAL <=12 MONTHS	Stop Payment	1	$8.0000	$5.33
ICL TRANSMISSION DEPOSIT	ICL Deposit Standard	62	$0.5000	$31.11
IRD DEPOSITED ITEMS	IRD Period One	2,758	$0.0600	$165.50
IMAGE DEPOSITED ITEMS		74,717	$0.0220	$1,643.77
ICL TESTING AND SET-UP	ICL Connectivity Setup	0	$0.0000	$0.00
TRANSMISSION MAINTENANCE	File Transmission REC-FTP	2	$150.0000	$266.67
FACIMILE TRANSMISSION	N/A	2	$0.0000	$0.00
DIRECT ACCOUNT TRANSFER	Access Account Transfer Item	267	$1.0000	$266.67
GCS-STOP PAYMENT FEE	Stop Payment	0	$0.0000	$0.00

**** Please see "Other Exceptions" document (proposal pgs 70-71) for detailed information regarding the checks deposited incentive fee. The overall checks deposited fee reflected here of .092 may increase to .142 in January, 2013 unless 50% automation is achieved. JPMorgan is offering the County 30 Epson scanners to assist in this initiative ($33,000.). Through automation, the County derives the benefit of lower fees, internal efficiencies, and increased funds availability.***

1.2 Commercial Deps-Cash Vault

CURR/COIN DEP/$-QBD-ND	Branch Deposit Post Verification	3,144	$0.0011	$3.46
CURR/COIN DEP/$BKG CTR	Branch Deposit Immediate Verification	6,289	$0.0020	$12.58
CURR/COIN DEP/$-VLT	Vault Deposit Dollars (per $1000.00)	40,541	$0.7500	$30.41
COIN DEPOSIT-NON STD BAG-VLT	Vault Dep in Non Std Bag	39	$3.0000	$117.67
CURRENCY SUPP/$100-NONSTD-VLT	Vault Order Non Std Strap	1,575	$0.0068	$10.71
DEPOSIT CORRECTION-CASH	Vault Deposit Adjustment	35	$5.0000	$176.11
COIN DEPOSIT-STD BAG-VLT	Vault Deposit Std Coin Bag	12	$1.0000	$12.11
COIN SUPPLIED/ROLL-VLT	Vault Order Coin Rolls	291	$0.0700	$20.38
COIN ORDER VAULT	Vault Standard Orders	18	$2.0000	$35.56
DEP CORRECTION PHONE CALL	N/A	0	$0.0000	$0.00
CHANGE ORDER VAULT	Vault Standard Orders	21	$2.0000	$42.89
CHANGE ORDER BKG CTR	Branch Order	3	$2.0000	$5.78

	Processed			
CURRENCY SUPP/$100-STD-VLT	Vault Order Currency Standard Strap	20	$0.0945	$1.87
CURRENCY SUPP/$100-BKG CTR	Branch Order Currency Strap	7	$0.2000	$1.40

1.3 General ACH Services

ACH OPTIONAL REPORTS-FAX	N/A	2		$0.0000
ACH BLOCKS AUTH INSTRUCTIONS	ACH ADA Authorized ID	3	$0.5000	$1.3333
ACH BLOCKS AUTH INSTRUCTIONS	ACH ADA Authorized ID	8	$0.5000	$4.0000
ACH BLOCKS AUTH MAINTENANCE	ACH ADA Maintenance	6	$10.0000	$56.6667
ACH LV ON-US ITEMS(E)	ACH Internet Credit Originated	52	$0.2000	$10.3111
ACH LV OFF-US ITEMS(E)	ACH Internet Credit Originated	54	$0.2000	$10.7778
ACH INPUT -PC/DIRECT (W)	N/A	0	$0.0000	$0.0000
ACH MONTHLY MAINTENANCE(W)	ACH Maintenance	2	$9.7500	$19.5000
ACH MONTHLY MAINTENANCE(W)	ACH Maintenance	46	$9.7500	$448.5000
ACH LV-MONTHLY MAINTENANCE	ACH Internet Maintenance	39	$10.0000	$390.0000
ACH INPUT-TRANSMISSION(W)	ACH File Processing	37	$2.0000	$74.6667
CONSUMER ON US CREDITS(W)	ACH Credits Originated	1,072	$0.0180	$19.2920
CONSUMER ON US CREDITS(W)	ACH Credits Originated	15,513	$0.0180	$279.2300
CONSUMER OFF US CREDITS(W)	ACH Credits Originated	4,485	$0.0180	$80.7340
CONSUMER OFF US CREDITS(W)	ACH Credits Originated	67,210	$0.0180	$1,209.7740
ACH RETURN ITEM	ACH Return	79	$0.7500	$59.4167
ACH NOTIF OF CHANGE (NOC)	ACH Notification of Change	37	$0.7500	$27.9167
ACH DELETE/REVERSAL(W)	ACH Reversals	93	$10.0000	$925.5556
CORPORATE ON US CREDITS (W)	ACH Credits Originated	0	$0.0180	$0.0060
CORPORATE ON US DEBITS(W)	ACH Debits Originated	427	$0.0180	$7.6880
CORPORATE OFF US DEBITS(W)	ACH Debits Originated	1,972	$0.0180	$35.5040
ACH ORIGINATED ADDENDA(W)	ACH Addenda Records	23,399	$0.0040	$93.5942
ACH STANDARD REPORTS-FAX	N/A	77	$0.0000	$0.0000
ACH STANDARD RPTS-ELECTRONIC	N/A	7	$0.0000	$0.0000
ACH CREDIT RECEIVED ITEM(E)	ACH Credit Received	2,333	$0.0400	$93.3244
ACH DEBIT RECEIVED ITEM(E)	ACH Debit Received	541	$0.0400	$21.6267

1.4 Wire Transfer

DIRECT WIRE MAINTENANCE FEE	N/A	6		$0.0000
ELEC WIRE OUT-DOMESTIC	Electronic Fed Debit S/T	70	$2.0000	$139.5556
ELEC WIRE OUT-BOOK DB	Electronic Book Debit S/T	10	$1.2150	$11.8800
INCOMING DOMESTIC WIRE	Fed Credit S/T	119	$1.8900	$225.3300
WIRE ADVICE-MAIL	Mail Credit Advice	180	$1.0000	$180.0000
	Mail Debit Advice	1	$1.0000	$1.0000
BOOK CREDIT		8	$1.0000	$8.4444

1.5 Account Reconciliation

FULL RECON INPUT FILE-TRANS	Issue Input with Recon	44	$1.0000	$43.89
ARP FULL MAINT-PAPER RPTS	N/A	3	$0.0000	$0.00
ARP PARTIAL MAINT-PAPER RPTS	N/A	3	$0.0000	$0.00
ARP ONLINE STMT LONG TERM	PWS Recon Reports/Statements	4	$0.0000	$0.00
ARP ONLINE STMT SHORT TERM	PWS Recon Reports/Statements	2	$0.0000	$0.00
ELECTRONIC PPAY MAINT	Pos Pay without Recon	25	$8.0000	$200.00
FULL PPAY ACCOUNT	Full Recon Maintenance	3	$15.0000	$45.00
FULL PPAY ITEM	Full Recon Items	6,547	$0.0200	$130.93
PARTIAL PPAY ACCOUNT	Partial Recon Maintenance	3	$10.0000	$30.00
PARTIAL PPAY PER ITEM	Partial Recon Items	2,529	$0.0100	$25.29
REVERSE POSITIVE PAY MAINT	PWS RPP Except Review Maint	2	$20.0000	$40.00
POSITIVE PAY INPUT ITEM-TRANS	N/A	483	$0.0000	$0.00
FULL RECON INPUT ITEM TRANS	N/A	8,022	$0.0000	$0.00
FULL RECON OUTPUT FILE TRANS	ARP Outgoing File	22	$3.0000	$65.67
PARTIAL RECON OUTPUT ITEM TRAN	N/A	1,682	$0.0000	$0.00
PARTIAL RECON OUTPUT FILE - TRAN	N/A	21	$0.0000	$0.00
PARTIAL RECON OUTPUT ITEM-RPT	N/A	814	$0.0000	$0.00

1.6 Information Services

GCS TRANSACTION HISTORY	N/A	1	$0.0000	$0.0000
NETWORK MAINTENANCE	JPMorgan Client Maint (per client per month)	91,493	$75.0000	$900.0000
DIRECT PREVIOUS DAY MAX ITEM	Info Svcs Transactions Loaded	9	$0.0350	$0.3150
DIRECT PREVIOUS DAY MAINT	Acct Maint Fee (45 Day Hist)	8	$18.0000	$144.0000
DIRECT CURRENT DAY MAINT	Acct Maint Fee (45 Day Hist)	99	$18.0000	$1,786.0000

DIRECT PER ACCOUNT	Info Svcs Transactions Loaded	94,045	$0.0350	$3,291.5750
DIRECT CURRENT DAY STD ITEM	Info Svcs Transactions Loaded	9,340	$0.0350	$326.9117
DIRECT PREVIOUS DAY EXT ITEM	Info Svcs Transactions Loaded	1	$0.0350	$0.0350
DIRECT FILE DELIVERY MO MAINT	N/A		$0.0000	$0.0000

1.7 Payable Thru Drafts

PTD PER ITEM	N/A	82,282	$0.0150	$1,234.2283

1.8 EDI Services

PAYMODE CON MTHLY LICENSE FEE	Paysource Mthly Maint (Per ID)	1	$100.0000	$100.0000
PAYMODE CON TRANSACTION FEE	Translation Fee-Per 1000 Char	4,732	$0.1500	$709.8167
DIRECT EDI REPORT PER ACCT	JPMorgan Special Report Fee	1	$35.0000	$35.0000
PAYMENT NETWORK MONTHLY ACCESS	EC Gateway Monthly Maint	1	$0.0000	$0.0000
RCVG REMIT ADV-ONLINE TRANS	FMS File Transmission	5	$7.5000	$39.1667
RECEIVING-ADVISING-ONLINE	R$ EDI Rcvng Monthly Maint	1	$13.5000	$13.5000

1.9 Image

CD ROM MAINTENANCE	CD Rom Maintenance	5	$0.0000	$0.0000
CD ROM PER IMAGE	Image Capture Per Item	7,902	$0.0050	$39.5078
CD ROM DISC	CD Rom Media	4	$15.0000	$60.0000
IMAGE TRANSMISSION MTH MAINT	N/A	1	$0.0000	$0.0000
BULK IMAGE TRANS PER ITEM	Image Transmission Per Trans	84,819	$0.0000	$0.0000
IMAGE RETRIEVAL BA DIRECT	Image Retrieval Per Retrieve	1,846	$1.0000	$1,846.3333

1.10 Investment Portfolio Charges **

BOOK-ENTRY SECURITY TRANSACTION		56		
" SECURITY CALLED TRANSACTION		20		
" SAFEKEEPING HOLDINGS		125		
PORTFOLIO MARKET PRICING		125		
BLOOMBERG TERMINAL/SOFTWARE		1		

1.11 Special Handling Charges

HIGH SPEED WARRANTS PROCESSED	Checks/Debits Posted	96,000	$0.0150	$1,440.0000
LOW SPEED WARRANTS PROCESSED	Checks/Debits Posted	1,100	$0.0150	$16.5000
TREASURER CHECKS PROCESSED	Checks/Debits Posted	1,750	$0.0150	$26.2500

STOPPED WARRANTS	Electronic Stop Payment	200	$1.2500	$250.0000
STOPPED TREASURER'S CHECKS	Electronic Stop Payment	5	$1.2500	$6.2500
WARRANT IMAGES (FRONT & BACK)-HIGH SPEED	Image Capture Per Item	96,000	$0.0050	$480.0000
WARRANT IMAGE MAINTENANCE	PWS Image Maintenance	1	$0.0000	$0.0000
WARRANT IMAGE CD ROM	CD Rom Media	6	$15.0000	$90.0000
WARRANT IMAGE (FRONT AND BACK) LOW SPEED	Image Capture Per Item	1,100	$0.0050	$5.5000
TREASURERS CHECK IMAGES (FRONT AND BACK)	Image Capture Per Item	1,750	$0.0050	$8.7500

***** Please see the attached Custody Fee Schedule for Maricopa County***

1.12 Retail Lockbox Charges *

	ITEMS / ANNUAL VOLUME	PER ITEM COST	ANNUAL COST
PROPERTY TAX PAYMENTS			
July 1 - August 31	12,166		$ -
September 1 - November 15	803,869		$ -
November 16 - March 31	378,902		$ -
April 1 - June 30	223,415		$ -
IMAGING			
Annual # (Front & Back)	1,420,000		$ -
EDIT REJECTS			
Annual #			$ -
ELECTRONIC TRANSMISSIONS			
Annual #	1 / day		
TERMINAL USAGE			
Monthly fee			$ -
TITLE CHECKS			
Annual #(special handling/terminal lookup)	100,000		$ -
TOTAL COST			*

1.13 WHOLESALE LOCKBOX CHARGES

	ITEMS / ANNUAL VOLUME	PER ITEM COST	ANNUAL COST
Daily Delivery/Transmission fee			$ -
Monthly maintenance fee	3 accounts		
Regular Volume with photo copy	180,000		$ -
Correspondence	60,000		$ -
Data capture/Numeric	1,200,000		$ -
TOTAL COST			*

**** Please see Lockbox Pricing Scenarios A (with image) and B (without).***

Lockbox processing options, service code fees, and units of measure vary widely from provider to provider. We respectfully request a meeting to discuss Lockbox in detail to ensure the best possible price, taking advantage of automation wherever possible. This would enable the County to compare all providers' lockbox bids equally.

***Note:* Please note that while every attempt is made to identify each applicable service code, depending on the ultimate service the County selects, the actual price code of the new or specific product would apply. J.P. Morgan will offer the County its best possible relationship pricing.**

1.14 ARMORED CAR SERVICE ***

LOCATIONS	LIABILITY OF COVERAGE MAXIMUM	*RATE PER MONTH - Same Day	*RATE PER MONTH - Next Day	*Per trip cost if a weekend pickup is requested*	*Provide a per trip cost if a holiday pick up is requested*
Clerk Of The Court:					
201 West Jefferson Phoenix, Arizona	$250,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
3131 West Durango Phoenix, Arizona	$50,000.00	$ 396.00	$ 396.00	$ 65.00	$ 75.00
125 West Washington Phoenix, Arizona	$50,000.00	$ 396.00	$ 396.00	$ 65.00	$ 75.00
1830 South Lewis Drive Phoenix, Arizona	$50,000.00	$ 396.00	$ 396.00	$ 65.00	$ 75.00
1810 South Lewis Drive Phoenix, Arizona	$200,000.00	$ 396.00	$ 396.00	$ 65.00	$ 75.00
3345 W Durango Phoenix, Arizona	$50,000.00	$ 396.00	$ 396.00	$ 65.00	$ 75.00
222 East Javalina Phoenix, Arizona	$50,000.00	$ 396.00	$ 396.00	$ 65.00	$ 75.00
County Treasurer:	$100,000.00 yearly average / $225,000.00 coin & currency during high seasons.	$ 396.00	$ 396.00	$ 65.00	$ 75.00
301 West Jefferson	$75,000.00 yearly average / $ 150,000.00 Max. check reconstruction during high seasons.	$ 396.00	$ 396.00	$ 65.00	$ 75.00
Justice Courts:					
2051 West Warner Chandler, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00

4811 East Julep #128 Mesa, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
4109 North 12th Street Phoenix, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
One West Madison Phoenix, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
6830 North 57th Drive Glendale, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
4622 West Indian School Road Phoenix, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
10255 North 32nd Street Phoenix, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
11601 North 19th Avenue Phoenix, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00

****** JPMorgan Chase has provided the above rates from Loomis Armored Courier as a courtesy comparative only. Quotes from additional armored carriers can be obtained for the County upon request.***

7420 West Cactus Road Peoria, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
One West Madison Phoenix, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
1837 South Mesa Drive Mesa, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
1845 East Broadway Tempe, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
9550 West Van Buren Tolleson, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
122 North Country Club Mesa, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
527 West McDowell Road Phoenix, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
3629 Civic Center Scottsdale, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
217 East Olympic Drive Phoenix, Arizona	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00

5222 W Glendale Ave	$10,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
Superior Court:					
111 South Third Avenue Phoenix, Arizona, Third Floor	$20,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
3101 East Shea Phoenix, Arizona	$16,000.00	$ 324.00	$ 286.00	$ 65.00	$ 75.00
723 West Dobbins Phoenix, Arizona	$15,000.00	$ 324.00	$ 324.00	$ 65.00	$ 75.00
700 East Jefferson Phoenix, Arizona	$11,000.00	$ 324.00	$ 324.00	$ 65.00	$ 75.00
4520 North Central Avenue Phoenix, Arizona	$16,000.00	$ 324.00	$ 324.00	$ 65.00	$ 75.00
6655 West Glendale Glendale, Arizona	$34,000.00	$ 324.00	$ 324.00	$ 65.00	$ 75.00
3200 North Hayden #165 Scottsdale, Arizona	$4,500.00	$ 324.00	$ 324.00	$ 65.00	$ 75.00
245 N Centennial Way 2nd Fl Mesa, Arizona	$27,000.00	$ 324.00	$ 324.00	$ 65.00	$ 75.00
Library District:					
17811 North 32nd Street	$25,000.00	$ 324.00	$ 324.00	$ 65.00	$ 75.00

***** JPMorgan Chase has provided the above rates from Loomis Armored Courier as a courtesy comparative only. Quotes from additional armored carriers can be obtained for the County upon request.***

1.15 LOAN CHARGES	
ITEMS	**CALCULATIONS**
Overdrafts	**Avg. Negative Collected Bal. x Fed Funds Rate x Actual Days in Cycle / Days in Year = Negative Collected Balance Fee**
Registered Warrant Percentage Qualified Unqualified	 **61 % of JPMorgan Chase Prime Rate** **66% of JPMorgan Chase Prime Rate**

Revolving Credit Line ($35MM Municipal Line - *Subject to Approval*)	**Qualified - 61% of JPMorgan Chase Prime Rate** **Unqualified - 66% of JPMorgan Chase Prime Rate**
Warrant Float Monthly Average $30,000,000.00	**Requires either collected funds equal to daily clearing, or daily uncollected funds usage is assessed at Fed Funds Rate.**
Earnings Credit	**Avg. Investable Balance x ECR x Actual Days in Cycle / Actual Days in Year = Earnings Credit Allowance** ***J.P. Morgan Chase is offering our Premium Managed Earnings Credit Rate (ECR) with a floor of 0.65% for average aggregate monthly balances of up to $65 million. Balances in excess of $65 million will earn the Premium Managed ECR with no floor (currently 0.40%). Excess Earnings Credits will be settled annually. See "transition credit" reference below.***
Reserve Requirement	**Not Applicable after 2010**
Transition Credit	**$1,000,000.00** ***J.P. Morgan Chase is offering Maricopa County a "transition credit" of $1,000,000.00, in increments of $200,000.00 each year (the "Annual Transition Credit"). Each such Annual Transition Credit will be awarded at the beginning of the contract year and can be applied by the County, pursuant to the County's monthly Account Analysis billing statement, towards fees owed for services rendered under this proposal. At the end of each year under the Contract, any portion of the Annual Transition Credit not utilized will be forfeited.***

Note: ***Please note that while every attempt is made to identify each applicable service code, depending on the ultimate service the County selects, the actual price code of the new or specific product would apply. J.P. Morgan will offer the County its best possible relationship pricing.***

MARICOPA COUNTY

Image Deposit Direct
Pricing and Volume Assumptions

Pricing is based on the assumptions stated below. Changes in volumes or services may result in price changes. Proposed pricing offer will be good through January 1, 2011

General Assumptions

- It is assumed your monthly volume will be approximately 100,000 checks scanned per month. It is further assumed this is consistent monthly volume.

- We have estimated that Maricopa County will have 30 locations each scanning checks into its own Demand Deposit Account. Each location will have a scanner.
    - Additional locations requiring a scanner will incur additional scanner and software maintenance fees
    - Additional Demand Deposit Accounts or the use of Unique Location Identifiers (ULIDs) will incur additional maintenance fees

- We have estimated a volume of 630 credits posted per month. This is equal to each location making a deposit daily.

- We have not provided pricing for check conversion to ACH (ARC).

EXHIBIT B
SCOPE OF WORK

(Scope of Work

A detailed outline of how the Respondent would conduct the scope of work;

1.0 INTENT:

The Maricopa County Board of Deposits (Supervisors) and the Treasurer of Maricopa County ("Treasurer") are requesting proposals from qualified banks located in Maricopa County to perform the duties of a servicing bank ("Bank"). Those duties are outlined in this document.

As required by the Arizona Revised Statutes (A.R.S.), only those corporations authorized to engage in the banking business, as set forth in A.R.S. § 6-201, are eligible to be considered for this award. Such eligibility is based on having a minimum total capital structure of $10 million and having resources of at least $100 million. The bank must be in a sound financial position. The selected bank will meet the requirements of A.R.S. § 35-325(A), (B), and (C).

JPMorgan Chase Bank, N.A., as of the March 31, 2010 call report, the latest date available, had capital of $127.370 billion and assets of $1.674 trillion.

2.0 SCOPE OF BANKING SERVICES

2.1 The Treasurer will deposit cash and checks with the bank on a daily basis. The deposits represent tax payments or revenues to the County and/or any of its political subdivisions. Additionally, the Treasurer will deposit large United States Treasury, State of Arizona, or taxpayer checks with the bank immediately upon receipt to expedite the use of the funds the next day. This may result in more than one deposit per day. The Treasurer may deposit large dollar checks with special handling procedures to assure these are "collected funds" as expeditiously as possible. The Treasurer also receives large payments electronically that require special attention for processing.

2.1.1 General volume information regarding the Treasurer's account is as follows:

2.2.2 Amount of Annual Deposits: Approx. $10 Billion

2.1.3 Number of Annual Warrants Processed: Approx. 1.3 MM

2.2 Costs to the County for banking services are subject to the requirements of Arizona Revised Statutes. In the event that the contract differs from the applicable statutes, the statutes shall prevail.

The intent of J.P. Morgan is to abide by Arizona Revised Statutes as they pertain to Maricopa County's banking services costs. In the event the County determines that any aspect of our pricing offer does not comply with Arizona Revised Statutes, we respectfully request that the County provide citations to the specific requirements in the Arizona Revised Statutes for our review.

2.3 WARRANTS PROCESSING

2.3.1 The County uses two types of warrants: "encoded" and "non-encoded". Regular, or "encoded warrants," are computer produced, colored and micro-encoded in magnetic ink. There are currently nine classifications of regular warrants:

Classification	*Warrant Use*
1.	*School Payroll*
2.	*County Payroll*
3.	*County Expense*
4.	*School Expense*

5. *Hospital Expense*

6. *Jury/Assessor Expenses*

7. *School Payroll (20 Independent school districts)*

8. *School Expense (20 Independent school districts)*

9. *Health Care District*

OVERVIEW — J. P. MORGAN'S SOLUTION FOR WARRANT PROCESSING

Warrants: Encoded and Non-encoded

J.P. Morgan will provide Maricopa County with an Arizona demand deposit account in order to meet the need for warrants to clear through a Phoenix, Arizona branch. The Bank will process both encoded and non-encoded warrants using separate accounts. In lieu of hardcopy transmittals and physical warrants being couriered to the County, the Bank will provide warrant data electronically via direct transmission to the County. The warrant data will be sub-totaled via High Order Prefix for the (encoded) nine warrant classifications and grand totals will also be provided. Additionally, the Bank will also provide images of all cleared warrants to the County electronically - encoded warrants by a direct transmission and non-encoded warrants through online access.

Payables Web Services – Reverse Positive Pay Process:

In order for the County to perform fraud reconciliation within its warrant process, along with the daily paid data and image file transmissions, the Bank is proposing J.P. Morgan's Payable Web Services (PWS). PWS offers a state-of-the-art image-enabled next day reverse positive pay service. The service enables multiple levels of reverse positive pay for clients that wish to review items and make online pay/return decisions. Accounts can be set up to review all items, only high-dollar items or client-defined exception types. Adjustments can also be reported via PWS.

The following table offers a concise summary of our compliance with the County's requirements in terms of when warrant data, images and/or files are available to the County.

Date	Time Deadline	Description
Day 1	Varies by deposit channel	Warrants presented to and paid by Bank
Day 2	5:00 am local time	Pre-defined exception information and warrant images are available on PWS from the Bank for pay/return decisions
Day 2	6:00 am local time	Two daily paid files with warrant/check MICR (index) data sent by Bank. For encoded warrants, the transmission includes sub-totals by High Order Prefix and Grand Total; for non-encoded information is not subtotaled.
Day 2	9:00 am local time	Paid Image Transmission File sent by Bank
Day 2	Noon local time	County provides ad hoc exception items back via input or transmission to the Bank
Day 2	4:00 pm local time	County Pay/Return Decisions and adjustments (corrections) due to the Bank

As noted above, the County will be provided with a next day data transmission of all cleared (paid) warrants by 6:00 a.m. local time. You can match this information against your check issue information and then send exception item (for example, suspect items) files back via input or transmission to the Bank by noon local time. Note: Predefined (all items or dollar threshold) exception information and warrant images are available for pay/return decisions by 5:00 a.m. local time.

J.P. Morgan will then load the check images for the County's exception Items along with the exception item details on PWS for you to review and decision: Pay / Return or Pay with adjustments (corrections) to the amount or check/warrant serial number. Pay and return decisions can be made as late as 4:00 p.m. local time that afternoon.

Check Cashing

If the County requires check cashing at Chase branches we recommend sending issue records to the Bank of all warrants issued, so the information can be loaded into our teller line positive pay system. This will enable J.P. Morgan to only cash items authorized by the County. If Maricopa County instructs J.P. Morgan to cash the County's warrants without sending an issue file, Maricopa County may be liable for fraudulent warrants provided the Bank followed its standard check cashing procedures.

2.3.2 "Non-encoded warrants" are not currently electronically processed by the Treasurer and are issued by several governmental entities, such as special improvement districts, volunteer fire districts, etc.

J.P. Morgan understands that "non-encoded warrants" are manually issued but do contain MICR data. These warrants would be issued by several governmental entities through a separate account from the Encoded warrants. They will be processed in the same manner as encoded warrants. See our proposed solution below under *2.3.4 Encoded Warrant Processing*.

2.3.3 The bank will provide special messenger service upon request at no additional cost.

J.P. Morgan will provide special messenger service upon request at no additional cost, however we anticipate that continued electronification of the County's disbursement-related processes and activities may reduce the need for ground transportation over time.

2.3.4 Encoded Warrant Processing

Encoded warrants are sorted and imaged by the bank, in sequence, by type, year and warrant number. They are physically delivered or electronically transmitted, at the option of the Treasurer, by 10:00 a.m. each day to the Treasurer as follows:

Based on J.P. Morgan's proposed solution, physical delivery of warrants will not be necessary. The County will be provided with next day paid data and paid image transmissions of all cleared (paid) warrants by 6:00 a.m. and 9:00 a.m. local time, respectively.

2.3.4.1 The bank will provide a daily transmittal list, showing warrant number and each warrant amount that shall accompany the warrants. Major totals will be shown controlling the two (2), high order positions of warrant number and a grand total. The last page of the warrant transmittal listing will contain the total warrant count and amount by type, and the grand total count and dollar amount.

A hardcopy transmittal and physical warrants will not be necessary, based on J.P. Morgan's proposed solution. J.P. Morgan will provide a daily paid data transmission with warrant/check MICR (index) data sub-totaled by High Order Prefix and with a grand total on the day after presentment by 6:00 a.m. local time.

2.3.4.2 The bank will provide daily transmission, showing detail of the warrants submitted for Encoded Classifications 1-9. The transmission must meet the technical specifications necessary to be read by the Treasurer's data processing equipment. The Treasurer will transmit data electronically to the bank showing warrants that must be registered by 11:00 a.m. for the previous day's warrants. See EXHIBIT 3 for details on electronic transmission.

As stated as above, in J.P. Morgan's proposed solution, the County will receive a daily paid data transmission file on the day after presentment by 6:00 a.m. local time. The file will include detail of the warrants submitted for Encoded Classifications 1-9. The High Order prefix will be part of the check number field in the daily paid warrant/check file.

J.P. Morgan acknowledges the County's process for transmitting data electronically to the Bank for warrants the County indicates should be registered. In the event Maricopa County or a political subdivision within the County exceeds its committed Line of Credit, or has not yet established a committed Line of Credit pursuant to A.R.S. #11-635, J.P. Morgan will consider increasing the Line of Credit limit, or establishing a Line of Credit within Statutory limits, to meet the political subdivision's needs, or will consider purchasing registered warrants on an individual, case-by-case basis.

We respectfully request that Maricopa County provide J.P. Morgan with advance notice whenever a political subdivision approaches its committed Line of Credit limit, so the Bank can evaluate increasing the Line of Credit before it is actually needed.

2.3.4.3 The warrants, transmittal listing and images, if utilized, must be delivered to the Treasurer in identical warrant number sequence. (Warrant Classifications 1-9)

Instead of physical warrants and transmittal listings, J.P. Morgan will provide a paid data file transmission by 6:00 a.m. local time, and a paid image file by 9:00 a.m. local time. The data file allows The County to electronically sort the warrant data in check number sequence order. Image files consist of a check index file and individual files for each check image. The check index file contains detail records of all checks paid (image file name, warrant number, warrant amount, account number, etc) for the image files within the transmission. By using the unique file name for each warrant image, the County can efficiently manage their image file so that physical check number sequence is not required.

We provide our standard image transmission format in Appendix 3. Image options are discussed below in Section 2.3.4.6.

2.3.4.4 The daily warrant activity (warrant clearing) currently consists of Type 1 through Type 9 county warrants. The bank's daily warrant activity printout also shall be provided with the warrants.

An electronic paid data and image transmission will be provided to the County with High Order Prefix subtotaling.

2.3.4.5 The warrants are charged against a single clearing account. The Treasurer pays the bank with checks or by EFT each day for the total warrants processed, less any registered warrants and adjustments. The bank then deposits the remittance in the proper clearing account in order to zero out the account each day.

J.P. Morgan acknowledges that warrants are charged against a single clearing account. To support the County in an automated fashion we will accept an EFT (i.e., electronic funds transfer or wire) each day for the total warrants processed, less any registered warrants and adjustments. The EFT will be applied to the proper clearing account in order to zero out the account each day.

2.3.4.6 The bank must have the capability to image the encoded warrants and provide a solution for the image to be read and stored on the Treasurer's system. (See EXHIBIT 4 for examples of warrants)

J.P. Morgan can comply fully with this requirement. As stated above in our proposed solution, we will provide the images and check index record either via the internet or transmission. J.P. Morgan can provide the images and warrant data by transmission to Maricopa by 9:00 a.m. local time. Our standard output image transmission format is in Appendix 3.

J.P. Morgan's Check Image Options:

Online Long Term Check Images

We recommend the County consider our Payables Web Services (PWS) Check Image Service to facilitate paid check image retrieval. PWS is the account reconciliation module of J.P. Morgan ACCESS and is a browser-based solution that enables the County to retrieve images for all applicable accounts without waiting for a CD-ROM to arrive. Images are available the day after the check is presented for payment and for seven to seven years thereafter. Authorized users can enter various search criteria and cut and paste paid check images matching most record retention policies. The solution also offers a number of viewing functions (i.e. front and back, zoom, etc.).

Perform all image retrieval functions online.

Figure 4

Check Images via Transmission

A check image transmission can provide the County a fast, automated image file that can be directly transmitted to your internal check archive system.

CD ROM Check Images

The One Image CD-ROM is a convenient way to retrieve, sort and categorize check images. Images of the front and back of paid checks are captured, as well as reports and deposit tickets, and stored on CD-ROM for easy online access and review. The County may opt to use the point-and-click interface to access reconcilement reports and bank statement information.

The County can use multiple levels of search criteria (such as dollar amount, serial number, account number and paid date) and immediately retrieve any check image on your workstation using a simple, Windows-based, point-and-click interface. The One Image CD-ROM also gives users the ability to print copies of images, incorporate them into word applications or email, or send them as faxes directly from workstations.

The One Image CD-ROM provides sharp images, image rotation, zoom capabilities and reverse video. Due to the convenience and security of the on-line archive, most clients are migrating away from CD-ROM physical media but the option is available.

2.3.5 Non-Encoded Warrant Processing

2.3.5.1 Non-encoded warrants are transmitted to the Treasurer through a bank transmittal, Bank Trust Receipt, or Trust Billing, and are noted as "non-encoded warrants." These are not to be included in the daily-encoded warrant activity transmission or warrant listing. In addition, non-encoded warrants are not included in the daily warrant clearing activity.

J.P. Morgan understands that these non-encoded warrants are manually issued but do contain MICR data. As stated above, in J. P. Morgan's proposed solution, these warrants would be issued through a separate account from the encoded warrants. A separate daily paid data transmission file with MICR (index) data will be provided to the County on the day after presentment by 6:00 a.m. local time.

2.3.5.2 Non-encoded warrants shall be delivered to the Treasurer daily, separated from the encoded transactions. Non-encoded warrants should be presented to the Treasurer at the same time encoded warrants are presented.

A separate daily paid data transmission file will be provided on the day after presentment by 6:00 a.m. local for both encoded and non encoded warrants.

2.3.5.3 A copy of any corrections will be returned to the bank with the warrant payment.

In order to automate corrections information, we recommend our PWS Reverse Positive Pay application which allows adjustments to be made on-line by 4:00 p.m. local time.

2.3.5.4 The Treasurer for record retention purposes will retain the original copy of the transmittals.

In lieu of a physical warrant transmittal listing, a paid data file transmission will be provided.

2.3.5.5. Warrants processed by the bank shall be paid against a clearing account that is credited with the Treasurer's payment on the following day.

J.P. Morgan will comply fully with this requirement.

2.3.6 The Process of Paying Warrants

2.3.6.1 The bank shall pay for all warrants on the date the warrants are presented to the bank, which must clear at a Phoenix area branch.

J.P. Morgan fully complies with this requirement.

On the next morning, the bank shall transmit the warrant information to the Treasurer.

J.P. Morgan will provide the County with next-day ***paid*** data transmission***s*** of all paid warrants by 8:00 a.m. ET.

The Treasurer will pay all of the warrants the day they are received. The Treasurer will compare the warrant information as received from the bank to the detailed information received from the department/school district that issued the warrant. Any discrepancies will be promptly researched. Registered warrants will be identified when the warrants are processed on the Treasurer's system. The following day the registered warrants and any discrepancies will be adjusted from the current day's warrant payment to the bank.

J.P. Morgan acknowledges the Treasurer's warrant process as described above, and understands that registered warrants and any discrepancies will be adjusted from the current day's warrant payment to the Bank.

2.3.6.2 The current policy is that all warrants are submitted to the Treasurer for original payment. If a warrant is "registered," only a computer-generated report is submitted to the bank for processing. The actual warrants are not resubmitted to the bank as collateral for the registered borrowings.

J.P. Morgan acknowledges that if a warrant is "registered", only a computer-generated report is submitted to the Bank for processing and that the actual warrants are not resubmitted to the Bank as collateral for registered borrowings.

We welcome the opportunity to consult with Maricopa County regarding possible options for automating this communication.

2.3.6.3 The Treasurer will not pay any warrant until the actual warrant is presented to the Treasurer. In lieu of presentment of a physical warrant, the bank may present an electronic image of the warrant with approval of the Treasurer. The bank shall retain the warrant image for not less than four years. If the image submitted to the Treasurer in lieu of the original is not legible, a readable copy must be provided at no additional cost.

With J.P. Morgan's proposed solution, electronic images of paid warrants will be presented to the County by 9:00 a.m. (AZ Time) the day after presentment.

J.P. Morgan's standard image archive period is seven years, which exceeds the Treasurer's minimum four year retention requirement.

Given the prevalence of Image Replacement Documents and image exchanges, J.P. Morgan receives over 95% of cleared items electronically. We will work to the extent possible to assist the Treasurer's Office whenever the image is not legible. If a readable copy is available the Bank will provide it at no additional cost.

2.3.7 The Distinction Between Encoded (High Speed) and Non-Encoded (Low Speed) Warrants. Encoded warrant information is submitted to the Treasurer by electronic transmission and in turn, the Treasurer will process and return the payment and registered information by the same medium. No other analysis or other charge shall be assessed for this transmission. The non-encoded (low speed) warrant file should be submitted to the Treasurer electronically and the warrant images are reviewed individually via the online banking service. In lieu of this manual review procedure, the treasurer desires a PDF or image file of the warrants submitted with the data file for review. The Treasurer will pay the bank upon the receipt of approved warrant documentation. The low speed warrants are reserved for only the accounts that issue very few warrants on a daily basis. (See EXHIBIT 5 for examples of non-encoded warrants)

J.P. Morgan acknowledges Maricopa County's distinctions between Encoded and Non-Encoded Warrants and will support the County's respective processes,

We understand that the Treasurer will pay the Bank upon receipt of approved warrant documentation.

J.P. Morgan will not assess other charges for these electronic warrant information transmissions.

J.P. Morgan will provide Maricopa County with paid Encoded and Non-Encoded warrant information the day after presentment by 6:00 a.m. local time.

A digital image of the front and back of each check.

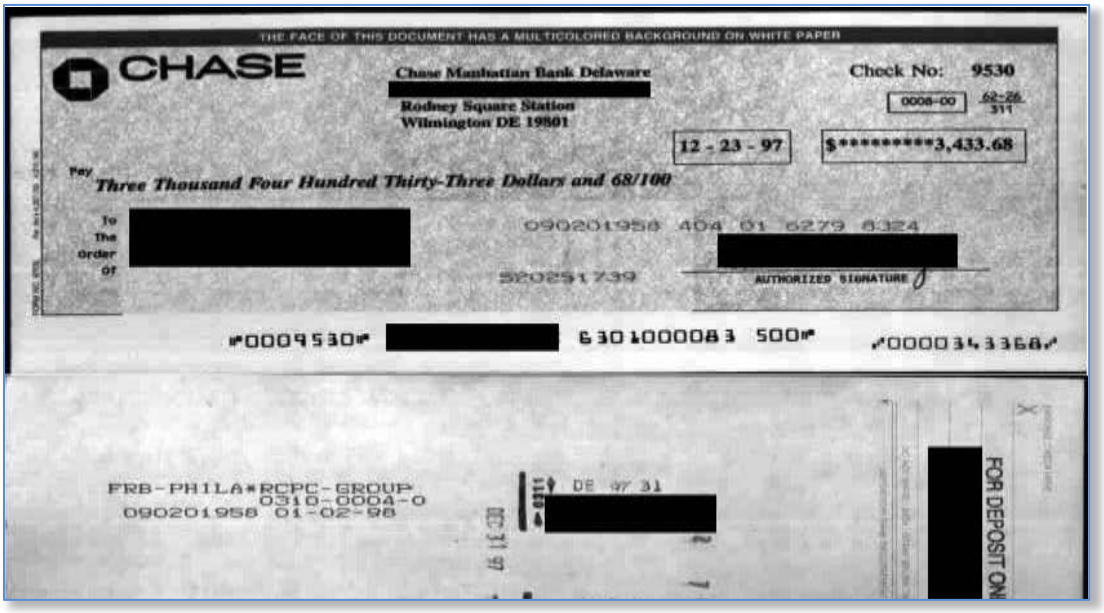


Figure 5

The County can view both encoded and/or unencoded warrants via the web using PWS Check Image Service to facilitate paid check image retrieval. Part of the J.P. Morgan ACCESS portal. Payables Web Service is a complete range of disbursement services available through our web-based reconciliation system. The County will use this browser-based solution to retrieve images for all applicable accounts without waiting for a CD-ROM to arrive. Images are available the day after the check is presented for payment and for up to seven years thereafter. Authorized users can enter various search criteria and cut and paste paid check images matching most record retention policies. PWS also offers a number of viewing functions (i.e. front and back, zoom, etc.).

2.3.8 "Registered" Warrants

Warrants are presented to the Treasurer by the bank daily. The Treasurer will then process the warrants and will determine which of the schools do not have sufficient monies in their funds to cover the warrants paid. . The individual registered warrant information (i.e., warrant number, amount, name, date, school district, fund, etc.) is available to be transmitted electronically to the bank. . The Treasurer will deduct this registered amount from the subsequent day's warrant payment. . The bank in turn will purchase the registered warrants and record the borrowed amount for each district and fund based on the information provided by the electronic transmission. The bank may elect to return the registered warrant to the holder in due course. The bank must notify the Treasurer if warrants are returned to the party of original issue. (See Exhibit 10 for a more detailed explanation of the registered warrant process).

Warrants will be presented to the Treasurer by the Bank daily. J. P. Morgan will provide electronic transmissions of both paid data and paid images (for encoded warrants) on a next day basis by 6:00 a.m. local, and 9:00 a.m. local time, respectively.

In the event Maricopa County or a political subdivision within the County exceeds its committed Line of Credit, or has not yet established a committed Line of Credit pursuant to A.R.S. #11-635, J.P. Morgan will consider increasing the Line of Credit limit, or establishing a Line of Credit within statutory limits, to meet the political subdivision's needs, or will consider purchasing registered warrants on an individual case-by-case basis.

We respectfully request that Maricopa County provide J.P. Morgan with advance notice whenever a political subdivision approaches its committed Line of Credit limit, so the Bank can evaluate increasing the Line of Credit before it is actually needed.

As monies are received for each School District, the Treasurer will calculate the amount available to pay registered warrants. The warrants are called in order by date and number that they are registered. Each warrant is paid with the respective interest calculated at the qualified rate. The bank will calculate the additional interest if the unqualified rate should apply.

As discussed above, J.P. Morgan will consider purchasing registered warrants on an individual, case-by-case basis. In the event J.P. Morgan purchases registered warrants, we acknowledge the Treasurer's process for calling and paying for such registered warrants.

2.3.9 Use of Credit Line In Lieu of "Registered" Warrants.

The "Registered" warrant process (as explained above) is the current operating program of the Maricopa County Treasurer's Office. Currently, the bank has elected to ignore the registered warrant process and record all borrowing as credit line borrowings. The warrant summary information (see attached Exhibit 3) is transmitted daily without the related warrant details. The interest calculation is based on the registered warrant calculation of the Treasurer.

J.P. Morgan is willing to evaluate and establish separate Lines of Credit for each of Maricopa County's political subdivisions as needed. Each individual entity requesting a Line of Credit must meet a reasonable standard of creditworthiness as determined by the Bank. Lines of credit cannot exceed the provisions contained in A.R.S #11-604.01. The following financial information is required annually (at minimum) for each individual political subdivision:

- Annual Financial Statement
- Current Budget

The intent of the Treasurer's office is to update the warrant operating system to account for credit line borrowings when resources are available to make such change. Upon completion of the programming, the Treasurer may require the bank to establish and utilize a line of credit, pursuant to A.R.S. § 11-604.01(A), the amount of which will be agreed to between the Treasurer and the bank, to pay any warrants for which sufficient funds do not contemporaneously exist to cover the amount of the warrant. The amount used to cover these warrants will be treated as an advance against the line of credit, and will be recorded as a borrowed amount for each district.

The use of the line of credit under this paragraph will be accomplished and recorded electronically. Such information will be transmitted to the Treasurer in a format determined by the Treasurer.

J.P. Morgan is willing to evaluate and establish Lines of Credit as described above based on a reasonable standard of creditworthiness as determined by the Bank. Lines of credit cannot exceed the provisions contained in A.R.S #11-604.01. The following financial information is required annually (at minimum):

- Annual Financial Statement
- Current Budget

J.P. Morgan acknowledges that use of the line of credit will be accomplished electronically to the extent possible. We welcome the opportunity to partner with Maricopa County in scoping and implementing this system update.

Due to a lack of complete synchronicity between the bank's Information Technology system and that of the Treasurer, minor discrepancies may occur from time to time in the computation of interest. To the extent that a discrepancy arises, the calculation by the Treasurer's Office shall prevail.

J.P. Morgan will work with the County to address interest discrepancies in the event of registered warrants.

If the limits of the line of credit referenced herein are exceeded or otherwise not met under A.R.S. § 11-635, a registered warrant shall be the basis of borrowing for school districts and other special districts. The bank will have the option to purchase the warrants as an investment or return the warrants as outlined in the section above.

J.P. Morgan will consider either increasing the established Line of Credit limit pursuant to A.R.S. #11-635 to meet the school district's or special district's needs, or will consider purchasing registered warrants on an individual, case-by-case basis.

2.3.10 BANKING ACCOUNTS

The Treasurer currently administers numerous separate accounts, in addition to the servicing bank account. The collected balances on all depository accounts will be included in the monthly collected balance for our servicing account. All collected balances will be applied to our earnings credit. This earnings credit shall be cumulative, month-to-month, over the course of the contract.

We understand and can accommodate the Treasurer's need of administering numerous separate accounts in addition to the servicing bank account as we did before. To further enhance the account opening process, we are able to reserve account numbers on the Treasurer's behalf for future use.

Excess earnings credits will be carried forward as stipulated in our proposal as described in the Executive Summary and in the *Pricing* tab, based on the County's acceptance of our $1 million Transition Credit.

Maricopa County currently utilizes compensating balances to pay for the majority of its services. Please indicate in your RFP how earnings credits are calculated. If hard dollar charges are issued in any application, those charges must be identified.

Earnings Credit Rate

J.P. Morgan is offering an Earnings Credit Rate with a floor of 65 basis points for balances up to $65,000,000. Balances above $65,000,000 will be priced at the Bank's Premium Managed Earnings Credit Rate. See Appendix 4 for a historical listing of indicative ECR rates.

Earnings Credit Allowance

Earnings Credit Allowance (ECA) is calculated by applying the Earnings Credit Rate (ECR) to the average monthly positive collected balance. The ECR is a bank managed rate subject to change by the Bank each month based upon market conditions. The formula for the Earnings Credit Allowance is stated as the:

Average Monthly Positive Collected Balances times the ECR divided by 365 times the number of calendar days in the month.

The average monthly positive collected balance is the result of dividing the aggregate of each day's positive closing collected balance amount by the number of calendar days in the month (collected balance is equal to ledger balance less collection float). Any days in which the closing collected balance was negative are not included in the balance aggregate for the ECA calculation but instead are used in the calculation of the Uncollected Funds Charge (see below). For example if the closing collected balance was $4 million for 29 of the 30 calendar days in the month and there was one day that the closing collected balance was a negative $1 million, the formula to calculate the average monthly positive collected balance would be: 29 days times $4 million divided by 30 calendar days in the month (result = $3.87 million).

Hard Dollar Charges

Hard dollar charges include the following items that will be billed through a direct debit to the County's designated account:

- Check outsourcing services, including check stock and postage fees, if applicable

- Return items
- Adjustments
- Reversals
- Purchasing Card Fees (note, these are not part of this ITN or Proposal)
- Optional equipment for potential new future services the County may opt to utilize

2.3.11 Overdrafts

Warrant clearing accounts (see section 2.3.6.1) will have an anticipated negative balance as a result of the one business day delay on the bank accepting the warrant and the Treasurer reimbursing the bank. Compensation for that day delay will be accomplished by two or more methods at the discretion of the Treasurer's Office. One of those methods is to utilize the warrant compensation account and the other is that a defined interest rate will be charged. No other fees, offsets, calculations or charges will be imposed on these negative balances. In the event an overdraft should occur, the bank shall charge no more than the current effective Federal Funds rate in effect on the date of the overdraft.

J.P. Morgan acknowledges that the warrant clearing accounts will have an anticipated negative balance as a result of the one business day delay on the Bank accepting the warrant and the Treasurer reimbursing the bank. Compensation for that day delay will be accomplished by two or more methods at the discretion of the Treasurer's Office.

In the event a warrant clearing account overdraft occurs, the Bank will charge no more than the current effective Federal Funds rate in effect on the date of the overdraft. These fees may be offset by the County's Earnings Credit Allowance.

Avg. Negative Collected Bal. x OD Rate x Actual Days in Cycle / Days in Year

=

Negative Collected Balance Fee

2.3.12 Stop Payments

The Treasurer and the Clerk of the Superior Court currently input stop payment directly into the bank's system via electronic data processing interface. This insures the bank and the County of rapidly getting stop payments into the system.

To streamline the processing of stop payments, we offer a number of electronic options for placing stop payments. One way is to place stop payments through Payables Web Services (PWS) as described below. We also provide the Treasurer and the Clerk with the option of sending in your stop payment transaction with your issue file records providing for stops to be processed in batch.

The Treasurer and the Clerk can place stop payments online through PWS, a module of J.P. Morgan ACCESS, our online suite of treasury management services. Using PWS, the County will be able to place and revoke stop payments, inquire on the real-time status of an individual or range of checks, retrieve images and request photocopies.

The County's authorized users can quickly inquire the status of a check through a comprehensive range of check inquire capabilities and take action according to each check's status. Stop payment requests and stop payment revokes can all be conducted at the click of a button with real-time interfaces.

The system will search 90 days transaction history to identify if the check has been paid (extended retention periods are available). If our records show the check has been paid, the system will report the date the item was paid.

Once the stop payment is submitted the system can provide confirmation online of successful stop payment. This can be printed or downloaded as needed. Furthermore, stop payment activity reports are available through J.P. Morgan ACCESS.

For same-day action, stop payment requests via Payables Web Services must be received by 6:00 p.m. local time.

Stop payment requests remain in effect for one year and are renewable for an additional six years.

The County can place stop payments on individual checks or check ranges online via PWS

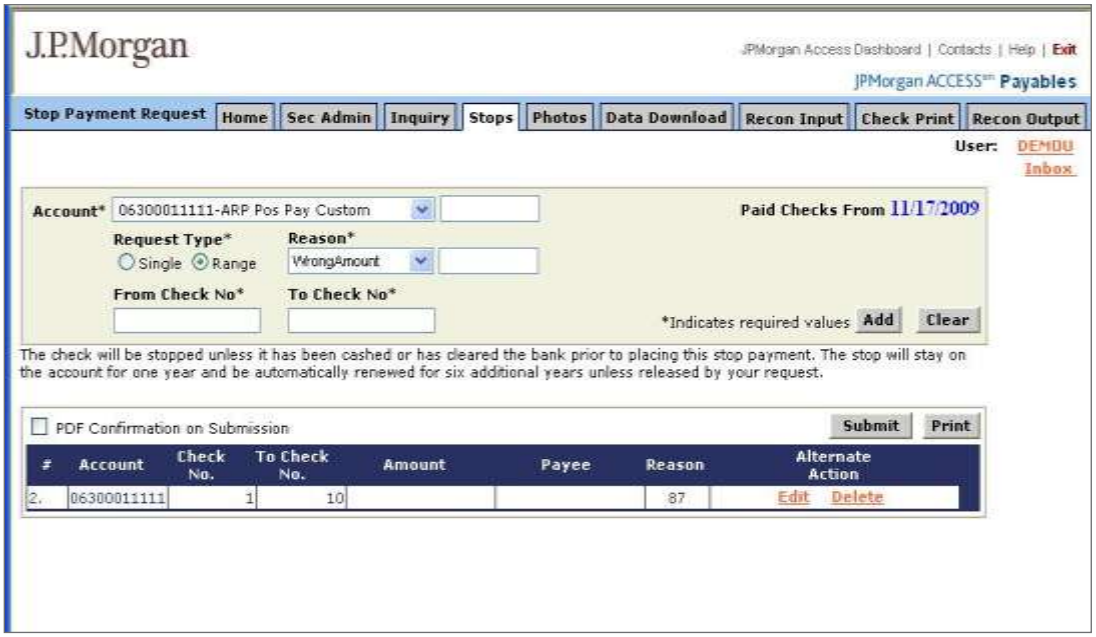


Figure 6

The County also has the fallback option of contacting its Client Service Professional, Tonique Smith, to issue a stop payment. Tonique will provide the County with a reference number after the stop payment has been requested.

2.3.13 Bank Balance Information

2.3.13.1 *The bank must provide an electronic balance transaction reporting system, accessible by a secure online connection, which shall include access to all of the Treasurer's account information residing at the bank.*

Accessing account information is paramount for tracking activity and maintaining control. The County will have the ability to access bank statements, account information and account analysis statements online through the J.P. Morgan ACCESS portal. J.P. Morgan provides secure access to all account activity.

See Appendix 5 for the Account Analysis Statement Guide.

2.3.13.2 *Bank balances shall be available by 5:00 a.m. of each business day via the electronic data system.*

J.P. Morgan ACCESS provides both prior day and current day information.

The J.P. Morgan ACCESS availability schedule for previous-day information is 6:00 a.m. PT for Arizona accounts.

Current-day information is available beginning at 12:01 a.m. ET and is updated throughout the business day for established accounts. The frequency of the current-day information is based on the operating area of the Bank. For funds transfer, letters of credit, securities and deposit transactions, information generally is available within 10 minutes of receipt or creation.

2.3.13.3 *The Treasurer shall have the ability to transfer funds between all of its accounts electronically.*

As a convenience to move funds between your accounts with J.P. Morgan, the Treasurer will have the ability to use J.P. Morgan ACCESS account transfer

module. In real time, the account transfer module will allow you to move U.S. dollars quickly and easily between domestic U.S. same-state accounts.

2.3.13.3 The bank shall provide online access to account information including balance reports, with debit and credit totals, and account statements with descriptions of the items on such statements.

J.P. Morgan ACCESS cash reporting services provide balance, transaction and other treasury management information for DDA accounts at J.P. Morgan, as well as any accounts at other institutions. Any transaction posted to the County's accounts is reported with associated reference numbers, float and descriptive text.

The County will have secure online access to account information 24 hours a day, 7 days a week, with J.P. Morgan ACCESS Information Reporting

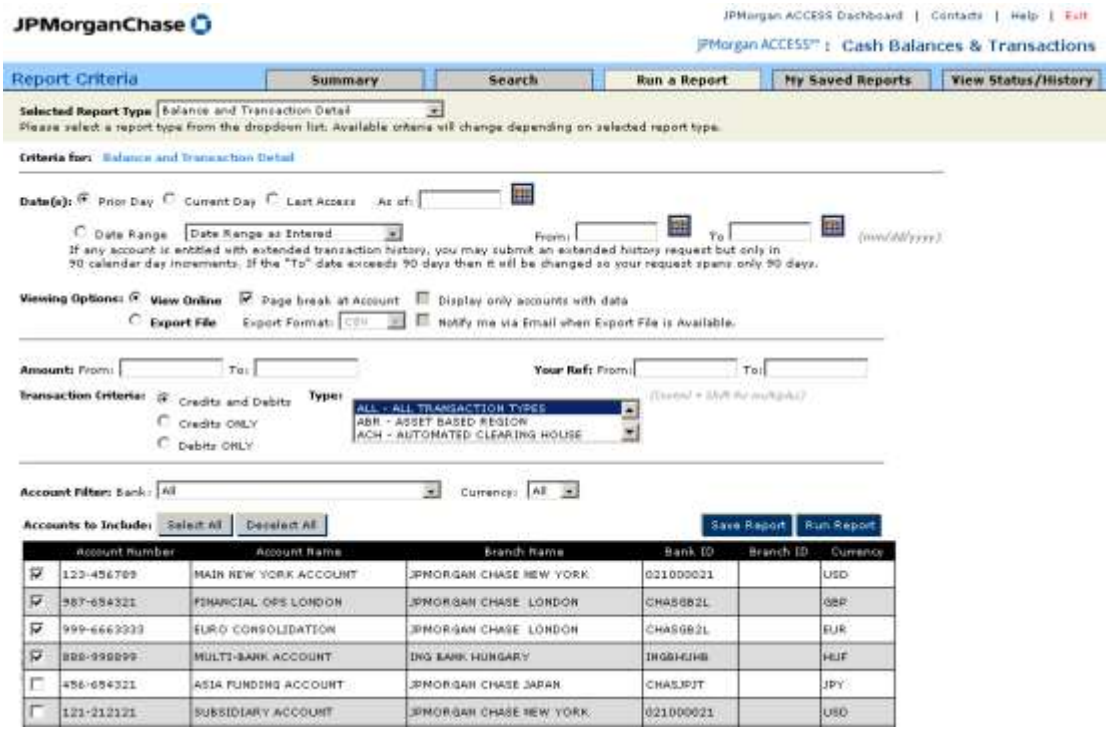


Figure 7

J.P. Morgan ACCESS provides a variety of standard reports that include beginning and ending ledger balances, collected balances, available balances and float assignment as well as summary and detail transaction data. J.P. Morgan ACCESS also provides investment reporting.

2.3.14 Monthly Statements

A monthly statement shall be prepared by calendar month and will be required to be submitted to the Treasurer by the 5th of the following month for all County accounts other than the daily statement of the bank account. The Treasurer shall inform the bank of the accounts for which the Treasurer desires a monthly statement. The Treasurer shall also identify the data to be included on the monthly statement.

Monthly account statements are available via secure Internet delivery using J.P. Morgan ACCESS thereby providing the County with comprehensive reporting in the most timely and efficient manner. Our Internet statements are identical to the paper statements mailed to clients and are available within 2 to 3 business days after the statement cutoff date.

The monthly online statements for each account provide a summary of credit, debit and paid check activity for the statement period, and balances at the start and end of the period. The statement provides a detailed chronological listing of all credit and debit

transactions. For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction, and detailed transaction description. The report also provides closing ledger balances.

J.P. Morgan's monthly statements include all transactions posted to the account including all checks paid by check number with paid amount. Internet statements also include images of checks paid during the statement cycle. Correction entries made by J.P. Morgan will be included on the statement as well.

J.P. Morgan's Internet Statements provide the County with the following benefits:

- Increased security through machine registration and the convenience of using a single sign-on to retrieve statements and perform entitlement via J.P. Morgan ACCESS.
- Email alerts can be established to notify authorized County users when the monthly statements are available for download.
- The County will be able to print and view a statement as it would be presented in its original paper form.
- The County can search for transactions listed on the statement as well as click on a check number in the statement to see an image of the front and back of the cancelled check.
- Online history for up to seven (7) years, going back to whenever the County first started using Internet statements. In addition, the County can save and print the statement in pdf format as well as export data to a Microsoft Excel spreadsheet or in CSV (Comma Separated Value) format.

Online statements offer the County greater convenience and more efficient access to important records

JPMorganChase

JPMORGAN CHASE BANK, N.A.
TEXAS MARKET
P O BOX 260180
BATON ROUGE LA 70826-0180

January 31, 2010 -
February 28, 2010

Page 1 of 5

Account Number
000000123456789

Customer Service

If you have any questions about your statement, please contact 1-888-434-3030 or your Customer Service Professional.

00000003 CEN 201 10107 - NNN 1 000000065 42 TEST

ENHANCED STATEMENT SAMPLE FORMAT 22
XYZ Corporation
123 Main Street
Your City OH 12345-1234

Commercial Checking

Summary

	Number	Amount
Opening Ledger Balance		$250,000.00
Opening Collected Balance		$250,000.00
Deposits and Credits	16	$427,378.42
Withdrawals and Debits	5	$141,063.22
Checks Paid	5	$21,707.07
Ending Ledger Balance		**$514,608.13**
Ending Collected Balance		**$506,263.75**

Deposits and Credits

Ledger Date	Value Date	Description			Amount
10/04		FED WIRE CREDIT VIA STATE STREET BANK & TRUST COMP/012345678 B/O: NRECA NJZA ATTN SALLY CRISS REF: CHASE NYC/CTR/BNF-AIM FUND SERVICES INC HOUSTON TX 77046-/AC-000000001233 RFB=302149197 OBI=REF. CONTACT PAI AT 800-236-5555 OPT. 5, THIMAD: 0801A1Q002BC001533 TRN: 0523903213FF YOUR REF: 302149197			$209,773.03
10/04		DEPOSIT 1601505			$50,303.44
		1 DAY FLOAT	10/05	$40,303.44	
10/04		DEPOSIT 1601506			$40,303.44
10/04		LOCKBOX DEPOSIT	99394		$5,699.50
		1 DAY FLOAT	10/05	$5,565.21	
		2 DAY FLOAT	10/06	$134.29	
10/04		CTS HOLDINGS LLCSETTLEMENT 055555550010731		CCD	$1,266.26

Please examine this statement of account at once. By continuing to use the account, you agree that: (1) the account is subject to the Bank's deposit account agreement, and (2) the Bank has no responsibility for any error in or improper charge to the account (including any unauthorized or altered check) unless you notify us in writing of this error or charge within sixty days of the mailing or availability of the first statement on which the error or charge appears.

Figure 8

3.0 AUTOMATED CLEARING HOUSE ("ACH")

The County requires that the successful Proposer provide an assigned, responsible officer and back up officer to handle the County's transactions and act as liaison to various county agencies utilizing the services of the bank. The successful Proposer will also ensure that a certified ACH professional with the "AAP" designation will be available for planning and implementation of electronic debit and credit transactions.

Relationship Team

Pat Foster will be Maricopa County's Relationship Manager and Banker. Your Treasury Services Manager, Mary Lundell, will lead the Treasury Services team. All of your day-to-day service issues will be handled by a dedicated Customer Service Professional, ("CSP"), Tonique Smith. Tonique can be reached during business hours at 602-221-2960. Tonique's back-up is Betsy Volner. This team will handle the County's transactions and act as liaison to the various County agencies utilizing the services of the Bank.

Certified ACH Professional

Tammy Suiter will be the County's designated ACH Client advocate. Tammy is AAP certified and has worked in the Bank's ACH unit for several years. Her role includes supporting the County in planning and implementation of ACH transactions. Please note that J.P. Morgan has numerous AAP staff on site.

ACH Initiation

J.P. Morgan offers two methods to initiate ACH transactions. We recommend the use of our FTP (File Transfer Protocol) transmission method for your payroll direct deposit and other ACH large batch origination requirements and J.P. Morgan ACCESS for your lower volume transactions.

Originating large volume transactions through batch files

Using any number of industry standard applications, the County sends files to J.P. Morgan through a common protocol such as FTP. The transmission is encrypted and sent to J.P. Morgan for final ACH processing.

Regular commercial payments to vendors can be submitted on the business day prior to the value date. We recommend that the County submit any large batch files containing any consumer credits, such as payroll items, and debits at least two business days prior to the settlement date. Warehousing of ACH payments up to 30 days in advance of the value date is also supported. Once received, J.P. Morgan has automated file-scheduling packages to help ensure data is not lost, and file edit checks to identify potential duplicate files. Item count and dollar amount are included in the acknowledgement.

J.P. Morgan will maintain an Internet facing FTP server and will create a "drop box" directory on the server for the County. The server will be mirrored for disaster recovery. The County will be issued a logon and password, giving the County access to the directory. For data inbound to J.P. Morgan, the County has the ability to push the data files to the directory. The County is responsible for initiating the FTP session to push and pull data files.

J.P. Morgan offers a file delivery solution that allows the County to send and receive ACH files via the Internet using SSL session encryption, browser-based file exchange (HTTPS) FTP with PGP or GNUPG file encryption or AS2. These delivery methods leverage the Internet and readily available software packages to make transferring files simple and secure for clients without the added cost of proprietary software installation. More traditional file transfer solutions such as VAN and VPN connections are also supported, depending on your business need.

J.P. Morgan offers Sunday and holiday processing for Monday and business-day-after-holiday settlement dates. The deadline for both Sunday and holidays is 10:00 p.m. ET. J.P. Morgan also can receive a transmission on Saturday to be processed Sunday for a Monday settlement date.

We can accept PPD payroll files for next-day credits. However, it is highly recommend that you transmit your payroll files at least two days in advance of settlement to allow for ATM availability on settlement date as per NACHA guidelines

Originating lower volume transactions online via J.P. Morgan ACCESS

Within the J.P. Morgan ACCESS single sign-on website, you will be able to select ACH Initiation from the menu and enter the required ACH payment details in the fields provided. In addition to initiating payroll, this module can also be used for disbursements and concentration.

The J.P. Morgan ACCESS ACH payment initiation screen enables entry of ad hoc payments.

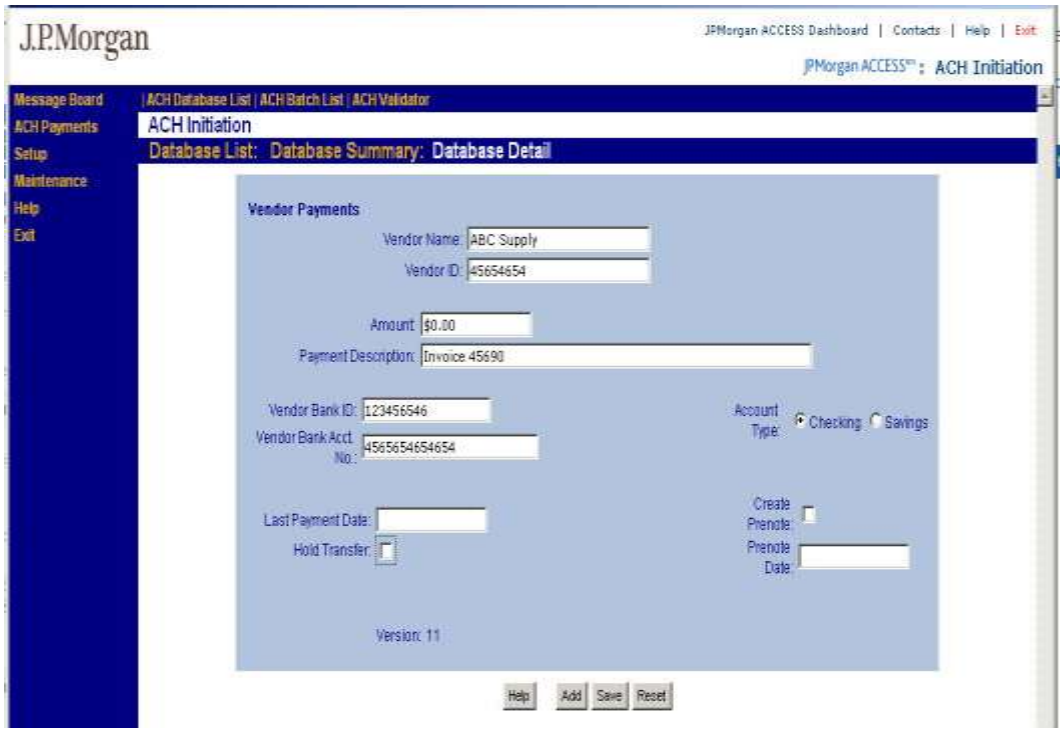


Figure 9

Dual Control

For dual control purposes, a second authorized County employee must release the ACH transactions through J.P. Morgan ACCESS.

Online Batch Processing

The County may opt to:

- Use the J.P. Morgan ACCESS ACH module to import a NACHA file which automatically creates a batch, or
- Import a CSV or tab-delimited (ASCII) file into an online template (database) which is then used to create a batch.

Comprehensive Online ACH Functionality

J.P. Morgan ACCESS ACH capabilities include:

- Payroll transactions
- J.P. Morgan account funding
- Cash Concentration and Cash Disbursement
- ACH investigations (initiation and monitoring)
- ACH reversals and reclamations
- Vendor payments
- Consumer credits and debits
- Access receiving bank information
- Electronic Federal Tax Payments (generic format also available)
- State tax payments (generic format also available)

Special features:

- ACH Import & Validation feature supports automated comma-delimited, tab-delimited, and NACHA-formatted files of ACH transactions.

One or two day settlement from single or multiple accounts may be established, based on the ACH transaction types selected when creating a batch.

4.0 BUSINESS ACTIVITY SERVICES

The bank shall also provide the following services:

4.1 A daily messenger service, as needed, but not to exceed three (3) times per day. The messenger service will pick up and deliver special deposits, warrants, securities, documents, daily statements, or other designated items at the Treasurer's Office.

J.P. Morgan will provide daily messenger service, as needed, not to exceed three times per day. The messenger service will pick up and deliver special deposits, warrants, securities, documents, daily statements, or other designated items at the Treasurer's Office.

4.2 Cashier's checks, drafts, domestic and foreign payment orders upon request.

Upon request, J.P. Morgan will provide cashier's checks, drafts, domestic and foreign payment orders.

4.3 Research and resolution of discrepancies to the benefit of both parties. Respond to inquiries that concern the servicing account in a timely manner.

J.P. Morgan provides a single point of contact for all inquiries and client service requests. The County's dedicated J.P. Morgan Client Service Professional (CSP), Tonique Smith, will serve as the primary point of contact for all of your day-to-day issues. Tonique can be reached during business hours at 602-221-2960.

J.P. Morgan uses a cross-product support approach to customer service. If your CSP is unable to resolve issues at the initial point of contact, she will engage the appropriate J.P. Morgan department(s) on your behalf. Your CSP consults with product and operations experts, as needed, to deliver appropriate and timely resolutions with respect to client requests, while our Operations experts are responsible for managing research functions for client investigation requests.

Client Service Professionals have the authority to engage all levels of management and escalate within the Client Service organization, across J.P. Morgan departments up to the Chief Executive Officer. For each service provided, Client Service has a detailed matrix of contacts and escalation procedures to expedite resolution. These procedures also include internal service standards to ensure that other J.P. Morgan groups are providing timely responses. In addition, Client Service regularly communicates with both your treasury services manager and relationship manager to be sure that all parties supporting the County remain aware of your J.P. Morgan banking relationship activity.

J.P. Morgan has established response times for inquiry and problem resolution. Please refer to the following table for a summary of our current response and satisfaction measures.

Product / Service type	Service Level Name & Description
Client Service Professional Response	**Inquiry Response Time - Client Service Professional** Measures the percent of client inquiry response within 4 hours of receipt to Treasury Management Client Services personnel.
Client Service Professional Resolution	**Inquiry Resolution Time - Client Service Professional** Measures the percent of client inquiries resolved within 48 hours of receipt to Treasury Management Client Services personnel. Target is no less than 85% of inquiries are resolved within 48 hours of receipt.
Service Center Response	**Average Speed of Answer - Service Solutions Center** Treasury Management Client Service Solutions Centers tier 1 personnel are accessible to clients based on speed of call pickup target of 30 seconds or less.

Product / Service type	Service Level Name & Description
Service Center Response	**Average Abandon Call Rate - Service Solutions Center** Service Center tier 1 personnel are accessible to clients based on incoming calls to Service Solutions Center personnel that are abandoned prior to call pickup. Abandoned rate target performance is no more than 4.0% of all calls.
Service Center Response	**Calls Answered in Less than 30 Seconds - Service Solutions Center** Measures the percent of incoming calls answered by Service Solutions Centers tier 1 personnel within 30 seconds. Target is no less than 80% of calls are answered within 30 seconds.
Technical Solutions Center Response	**Average Speed of Answer - Technical Solutions Center** Technical Solutions Center personnel are accessible to clients based on speed of call pickup target of 30 seconds or less.
Technical Solutions Center Response	**Average Abandon Call Rate - Technical Solutions Center** Technical Solutions Center personnel are accessible to clients based on incoming calls to Technical Service Center personnel that are abandoned prior to call pickup. Abandoned rate target performance is no more than 5.0% of all calls.
Technical Solutions Center Response	**Calls Answered in Less than 30 Seconds - Technical Solutions Center** Measures the percent of incoming calls answered by Technical Solutions Center tier 1 personnel within 30 seconds. Target is no less than 80% of calls are answered within 30 seconds.
Client Satisfaction	**Client Satisfaction - Accessibility** Measures client satisfaction with the client's ability to reach their dedicated client service officer or other appropriate employee, or solution center professional who can assist them. Includes all standard means of communication (telephone, e-mail, fax, etc.) GPA: Far Exceeds=5; Exceeds=4; Meets=3; Falls Short=2; Falls Far Short = 1.
Client Satisfaction	**Client Satisfaction - Takes Personal Ownership** Measures client satisfaction to the extent the client service officer or solution center professional takes personal responsibility for responding to inquiries and resolving issues. GPA: Far Exceeds=5; Exceeds=4; Meets=3; Falls Short=2; Falls Far Short = 1.
Client Satisfaction	**Client Satisfaction - Resolution Cycle Time** Definition: Measures satisfaction with the amount of time required to research and resolve a customer's request or inquiry from receipt to completion. GPA: Far Exceeds=5; Exceeds=4; Meets=3; Falls Short=2; Falls Far Short = 1.
Client Satisfaction	**Client Satisfaction - Overall Client Satisfaction** Measures satisfaction with the overall quality of client service support provided by client service officer or solution center professional. GPA: Far Exceeds=5; Exceeds=4; Meets=3; Falls Short=2; Falls Far Short = 1.
ACH	**ACH – Initiate Reversals** Client Service initiates ACH Reversals on client's behalf the same-day of client's request.
ACH	**ACH – Initiate Stop Payments** Client Service initiates ACH Stop Payments on client's behalf the same-day of client's request.
ACH	**ACH - Reversal & Stop Payment Inquiries** Client Service conduct ACH Reversal / Stop Payment Inquiries on client's behalf the same-day of client's request.

4.4 Coordinate the ordering and printing of all encoded warrants and any non-encoded warrants if so determined by the Treasurer, the cost of which shall be applied against any earnings credit.

Ordering and printing check stock can be coordinated with your Client Service Professional. Check stock can be printed through our vendor to help improve accuracy and guarantee competitive pricing for the County.

4.5 Replace damaged, lost, or temporarily misplaced items such as documents, cash items and/or data processing magnetic tapes.

J.P. Morgan agrees to replace damaged, lost, or temporarily misplaced items such as documents, cash items and/or data processing media and files (i.e. CD ROM, File Transmissions). J.P. Morgan no longer provides data processing magnetic tapes as a form of media to clients.

4.6 Upon request of the Treasurer, micro encode each deposit slip with a numerically sequenced number and electronically transmit the account number, deposit number, and amount to the Treasurer.

Upon the Treasurer's request, J.P. Morgan will MICR encode each deposit slip with a numerically sequenced number and electronically transmit the account number, deposit number, and amount to the Treasurer.

Unique Location Identification Number (ULID)

J.P. Morgan accommodates at no additional charge reporting of deposits by location based on a Unique Location Identification number (ULID). This ULID is pre-encoded within the auxiliary on-us field in the MICR line on each deposit ticket presented for deposit. The location number should also continue to be referenced as part of the County's endorsement placed on the back of deposited items. Location numbers are reported within the transaction detail that is listed on J.P. Morgan ACCESS.

As an optional service, J.P. Morgan offers an additional monthly statement that lists each location and subtotals transactions by location. This Deposit Reconciliation service is part of our Account Reconciliation Program.

4.7 Accept property tax payments at each of its branch offices located in Maricopa County and issue receipts for such payments to the taxpayers. The bank shall credit these payments on a daily basis and transmit a record of such payments, electronically, in a format to be approved by the Treasurer. Please indicate if there are any additional charges for this service.

Today, it is important to provide tax payers with multiple payment channels to collect property tax payments. J.P. Morgan will accept tax payments at our branches located in Maricopa County.

Taxpayers will receive confirmation of payment at the completion of their transaction. This confirmation will be the taxpayer's receipt of payment. Checks and coupons will be imaged. Images will be made available to the County for research and inquiry resolution.

A daily transmission file will be sent to the County containing the key information needed to update the County's system for the payments received.

There will be no additional charges for property tax payments received at Chase branches in Maricopa County. These items will be charged as in the same manner as all incoming tax payments.

4.8 The Treasurer also accepts customer property tax payments initiated through financial institutions online bill payment systems. Currently, the Treasurer only accepts payments that originate as an ACH transaction. The current bank intercepts those payments and presents them to the treasurer with a record of the name and address of the taxpayer along with the associated tax parcel number and payment amount. The bank submits this information daily along with a lump sum deposit. Please indicate how your institution would facilitate and report these payments.

ACH Receiver Services (Electronic Lockbox)

J.P. Morgan's ACH Receiver Services (Electronic Lockbox) is a payment collection product that electronically collects consumer, corporate and government-initiated bill payments generated by PC Banking and other online bill payment services. ACH Receiver Services consolidates all payments into one single accounts receivable file. Daily remittance files can be routed directly to the County so you will quickly and easily identify the paying party. Funds would be settled daily to the County's bank account at J.P. Morgan. In addition to accepting payments from multiple sources, J.P. Morgan is able to perform additional editing routines to assure the County of accurate and timely processing of accounts receivable data.

ADVANTAGE J.P.Morgan

J. P. Morgan offers e Lockbox Consolidation from more than 70 providers, including Checkfree, Metavante, Paytrust, MasterCard RPPS, Visa ePay and PEC. This enables our clients to further streamline their accounts receivable updating process.

We receive the payment data and funding from the various payment networks and consolidate the information into the

ACH receiver services system. J.P. Morgan will apply the predetermined validation criteria against the incoming transactions to determine whether to accept or refer the transactions. Remittance data is formatted in our standard A/R format or the County's defined proprietary format (at additional cost), and either routed directly to you or included in the ACH Receiver Services transmission.

Upon receipt, you may post the payments to your billing system. We will credit the funds to the County's DDA on the same day remittance data is delivered to you.

J.P. Morgan acts as a consolidator of bill payments and remittances from providers such as Checkfree, Metavante, MasterCard RPPS, Visa ePay, IPP, ORCC, i-Pay, MoneyGram, Western Union, Yodlee, Credit Counsel organizations, US Government agencies, FRB, etc.

Consumer Credit Counseling Services (CCCS) agencies payments may also be remitted via the same process.

J.P. Morgan has been processing consumer-initiated electronic payments since 1978, and as of 2010, consolidates over 75 millions payments and remittances monthly. J.P. Morgan consolidates ACH electronic lockbox payments on behalf of nearly 200 billers, including some of the largest billers in the U.S. Industry growth is approaching 15% annually, as more consumers and organizations turn to this approach for making electronic payments.

J.P. Morgan provides consolidation services to over 80 corporate clients. Over 40 million ACH eLockbox/Home Banking payments are processed each year by J.P. Morgan.

We consolidate ACH Home Banking Payments for over 600 bill payment providers.

Received transactions get "captured" prior to posting to the County's DDA and are held for ACH e Lockbox where they are put through an account validation process. Validation failures are returned to the originators or reported separately to the County.

A typical implementation takes 4-6 weeks. J.P. Morgan will work with the County to determine how to define County agencies by prefix, account format, and transaction if needed. If desired, we will segment the single output file into lines of business. Our process ensures that the County will not receive negative transactions zero-dollar transactions. J.P. Morgan will validate bank account number mask combination and support updates as necessary in order to apply against the next incoming file from myriad providers.

J.P. Morgan will provide a correction file to the County, which is built upon a set of validations provided to J.P. Morgan by the County. We will also maintain a cross-reference table, updated regularly by the County, which will be the basis for sending a correction file to the County.

J.P. Morgan will provide customized reports to the County via secure e-mail or other mutually-accepted methodology to the County delineating payment information.

We can consolidate and translate the various incoming file formats into a single output format for upload into the County's account receivables system. Formats accepted include BAI2, CIE, CTX, PPD, EDI 820, CCD, CCD+, and formats proprietary to SAP, PeopleSoft, Oracle, etc for processing remittance data.

To minimize file processing errors, testing will be performed on new electronic remittance customers as well as changes which affect the mask combination table and correction file process.

Incoming ACH items are marked by the originator for deposit in the J.P. Morgan account, with accompanying addenda detail provided as specified by the County. A client using ACH Receiver Services will see one daily credit post, with detailed payment reporting provided separately.

In addition to accepting payments from multiple sources, J.P. Morgan is able to perform additional editing routines to assure the County of accurate and timely processing of accounts receivable data.

As a concentrator of electronic payments, we have a dedicated staff to address the consumer-to-corporate payment flow.

ACH eLockbox Edit Options

- Algorithm/Modulus Validation
- Pre-edits with providers
- Database/Delta Management - the County remits bill file with deltas on a regular basis to edit for incoming accept/change/reject
- Account Masks
- Notification of change relational database

How it works

Step 1: the County mails the consumer a bill or invoice through the U.S. Postal Service.

Step 2: Consumer goes online to make a payment via PC Banking or Online Bill Payment Service. This step replaces the usual process of mailing a check and remittance coupon back to the County for payment.

Step 3: Bill payment service provider (originator) processes payment by debiting the consumer's bank account and routing the electronic payment to the County via their preferred electronic payment network (MasterCard RPPS, Visa ePay or ACH).

Step 4: J.P. Morgan receives payment data and funding from the various payment networks and consolidates the information into the ACH Receiver Services system. Remittance data is formatted into J.P. Morgan's standard A/R format or a client-defined proprietary format and routed directly to the County or included in the consolidated receivables file transmission. Upon receipt, the County posts the payment to their billing system. J.P. Morgan credits the funds to the County's J.P. Morgan account on the same day the remittance data is delivered.

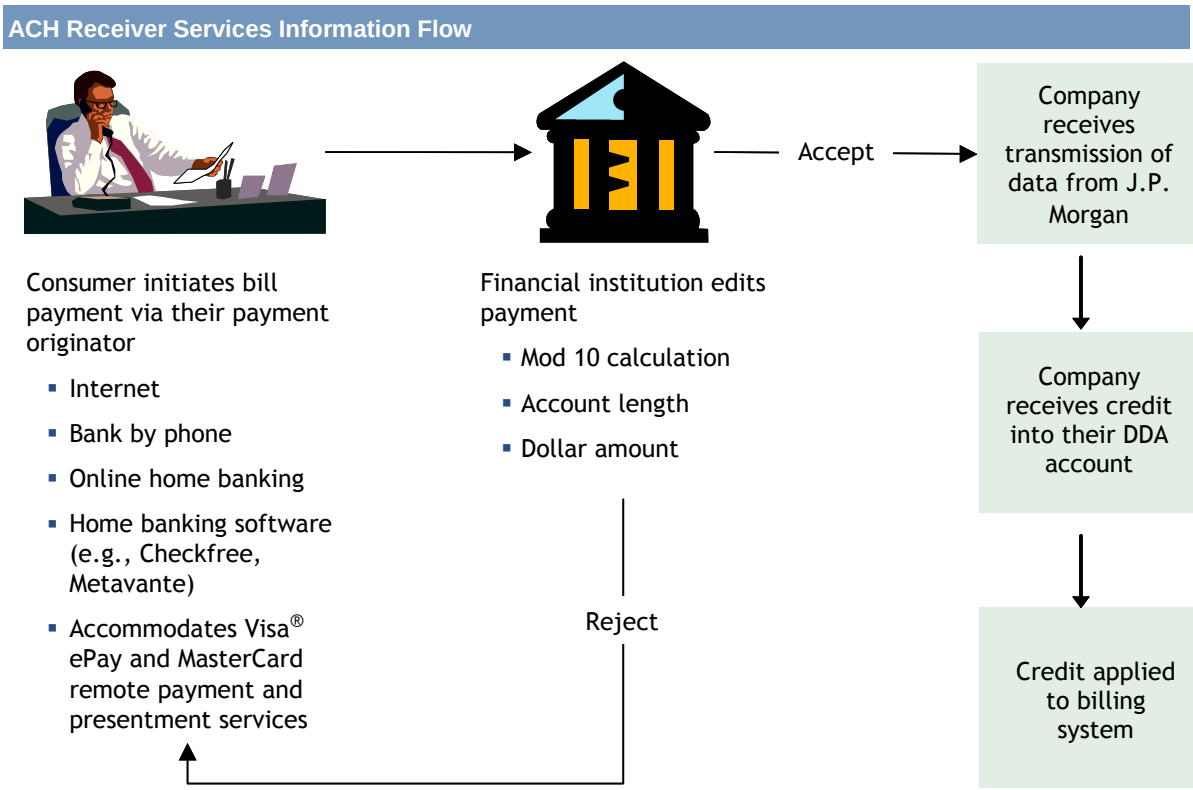


Figure 10

Cut-off times

Opening of bank business

For payments occurring at opening of bank business, J.P. Morgan consolidates payment activity through 3:00 a.m. ET each business day, and renders settlement and data to the Biller (J.P. Morgan's client) by opening of bank business.

Intraday payment file

J.P. Morgan can also remit intraday payments on its clients' behalf, whereby payments made by the individual or corporation that are received by J.P. Morgan by 3:00 p.m. ET would be remitted to the client by 5:00 p.m. ET.

Return Items

J.P. Morgan can work effectively with the County to:

a) Correct ABA and account number matrixes using its artificial intelligence capability. This would potentially correct old account information as well as payable-through accounts with thrifts and credit unions.

b) The County could store payment information for this activity utilizing J.P. Morgan's Customer Electronic Payment System (CEPS) which would enable the County to stop/suspend/delete any specific customer that it deems to.

c) J.P. Morgan can work with the County to utilize a risk-scoring interface with organizations such as Certegy, whereby the risk exposure is identified, monitored and assessed, and provided back to the County to determine if the risk should be taken to process the transaction.

d) Utilize J.P. Morgan's ACH file warehouse, a secure, browser-based interface that enables the County to correct/delete/suspend a transaction, based upon the action necessary.

Return Items options:

- Returns via secure e-mail, fax or transmission
- Daily input file for returns
- Daily input file for returns

Reporting

J.P. Morgan posts one payment to the appropriate the County's DDA at J.P. Morgan at opening of bank business. This total will correlate to the total of the detailed payment file remitted to the County.

4.9 The bank shall contract with Bloomberg LP to provide "Bloomberg Professional Service" with the terminal to be located in the Treasurer's Office. Costs for such service shall be charged to "monthly account analysis" as a soft dollar charge.

The Bank will contract with Bloomberg LP to provide "Bloomberg Professional Service" with a terminal located in the Treasurer's Office. Costs for such service shall be charged through the monthly account analysis.

4.10 The Treasurer's office continues to receive more and more electronic payments from various entities. Please provide a detailed explanation of the information available and support available to better identify the nature of these deposits. Please indicate if there are any additional charges for this service.

We regularly hear from our clients, both in the public and private sectors, that proper receipt of electronic payments and the accompanying payment-related data is a challenge due to the wide array of payment submission methods currently available to both consumers and businesses. J.P. Morgan maintains a comprehensive set of payment collection solutions that allow our clients to facilitate receipt of electronic payments and integrate the associated data for prompt application of the funds to the appropriate receivable account. We work with our clients to help them develop a comprehensive vision for receivables processing throughout their treasury organization and the impacted business units.

J.P. Morgan can help Maricopa County process payments received through multiple channels, in a variety of data formats, using a wide variety of payment types like electronic checking account debit, credit card, and debit card. Our approach to this complex business challenge would help the County develop a single source for comprehensive receivables management. This approach is considered a best practice in the industry to streamline the receivables process.

The J.P. Morgan solutions employed to streamline payment collections include a variety of options, from Direct Transmissions to Human Readable EDI translation reports obtained through our Information Reporting web channel. Additional examples include:

PayConnexion - Pay Connexion is a robust, flexible and configurable electronic payment solution offering the ability to efficiently collect payments through multiple channels, with flexible payment types and convenient payment options. The implementation of PayConnexion for Maricopa County provides an electronic method to present bills and invoices to constituents and businesses and allow for a wide variety of electronic payment methods including checking account debit, credit card, and debit card transactions. This solution also offers one-time payments without having received an electronic invoice or bill via the PayConnexion solution. Citizens and businesses are able to submit payments via a website that has the look and feel of Maricopa County, use an interactive voice response (IVR) system, or speak to a customer service representative depending on their choice of which method to use. This allows for the collection of payment related data and daily file transmission to the appropriate Maricopa County internal system so that the funds and payment data are processed electronically. This streamlines manual processes and increases efficiency for the County's treasury operation. Multiple organization structures can be established for the County depending on the needs determined during implementation.

eLockbox/ACH Receiver Services – As previously described, J.P. Morgan's ACH Receiver Services, known as eLockbox, can improve the County's ability to receive and post payments from home bill payment providers and other business remitters. Constituents are increasingly using home banking services to pay their government obligations. Since these payments arrive with no payment coupon, they often create an exception item that must be manually processed, resulting in higher costs and potential delays before funds can be deposited and the citizen account updated. Our eLockbox solution can improve Maricopa's ability to receive and post payments from home bill payment providers. In this solution, we act as an agent on your behalf, arranging for financial institutions that provide bill payment services to send us all electronic payments destined for the municipality. We process the payments, deposit them to your account, and send data to you in a format that can automatically update your accounts receivable system.

To further demonstrate J.P. Morgan's desire to provide banking services to Maricopa County as defined in this proposal, we will provide the services of our Treasury Advisory Solutions team. We will provide a public sector payments industry expert member of this team to meet face to face with the appropriate County representatives to document the current payment processes and identify the best approach for the Treasurer's Office to streamline the payment collection function. Included in this review will be an outline of how to implement the comprehensive receivables solution described above and quantification of the improvements that are projected to occur as a result.

As outlined earlier in this proposal, J.P. Morgan is offering this valuable consulting service to Maricopa County on a complimentary basis, a service exclusively geared towards our highly complex top tier clients.

Depending on the ultimate application(s) chosen, J. P. Morgan would provide an aggressive quote to the County of related customized fees.

5.0 MINIMIZING "FLOAT"

The Treasurer desires to minimize the time deposited items are held by the bank before posting to the appropriate Treasurer's account. This is especially significant with deposits of large out-of-state checks. Accordingly, the Treasurer requires that the bank describe the steps and procedures it will take to minimize this time, otherwise known as the "float."

At the forefront of the industry's transition from paper to image-based check processing, J.P. Morgan reaches over 21,000 endpoints via electronic image exchange. This capability provides expedited availability across a national footprint. More than 90% of checks we process on behalf of our clients are cleared via electronic image exchange. The County may also receive same-day earnings on the value of deposited checks drawn on J.P. Morgan accounts across the United States.

Additionally, describe the length of any "float" period.

Availability for each item is determined by the availability schedule. The availability schedule uses the drawee bank routing/transit number, the time the deposit is processed, fractional float assignment, and in some instances the dollar amount of the item to determine the availability of the item.

We are offering accelerated funds availability, as we have one of the largest check-clearing networks in the country, clearing more than 90% of all deposited checks as images, reaching more than 21,500 endpoints.

At a minimum, the following guidelines will apply:

5.1 For deposits of items drawn on the bank, wire transfers, ACH deposits, cash, and coin deposits, funds shall be available on the same day.

J.P. Morgan provides same day availability of funds for deposits, received by the appropriate cut-off time, of items drawn on J.P. Morgan, wire transfers, ACH deposits and cash and coin deposits.

5.2 For all other deposits, funds will be available based upon the most expedient Federal Reserve availability schedule. The Proposer must demonstrate why a certain schedule is more suitable to the Treasurer's operations than another schedule. The Proposer must define the terminology it uses and

identify the specific factors that would cause a deposit to be classified as a deposit having same-day availability or one-day availability of funds, etc.

Our availability schedule is based on the most expedient Federal Reserve schedule.

6.0 CURRENCY REQUIREMENTS

The bank will be required to provide currency in amounts ranging from $100,000 to $500,000 between approximately six (6) to ten (10) times monthly. The denominations will be specified at the time of the request. The bank will be given twenty-four (24) hours notice whenever possible. The Treasurer will work closely with the security department at the bank to outline precise procedures.

J.P. Morgan understands that the County will order currency in amounts ranging from $100,000 to $500,000 between approximately six (6) to ten (10) times monthly. The denominations will be specified at the time of the request. The Treasurer will give the Bank twenty-four (24) hours notice whenever possible. The Treasurer will work closely with the security department at the Bank to outline precise procedures.

We guarantee that orders placed prior to 1 p.m. local time will be available for armored carrier pickup by the end of the business day in the vaults (typically 4:00 to 4:30 p.m. local time) or ready for pickup the following morning at the specified branch.

Automated Coin And Currency Ordering Services

J.P. Morgan offers automated coin and currency ordering services (change order services). You may request change orders as the need for coin and currency arises or establish a standing order via the telephone using our voice response unit (VRU) or through the Internet. These options are available through all of our vaults and branch network.

As-needed change orders can be setup 24 hours a day, seven days a week and up to 6 months in advance of the requested delivery date. We guarantee that orders placed prior to 1 p.m. local time will be available for armored carrier pickup by the end of the business day in the vaults or ready for pickup the following morning at the specified branch.

A standing order is an established, repetitive order that is prepared for a predetermined amount and delivered on predetermined delivery days (e.g., every Monday and Thursday). The amounts may vary by delivery day, and orders can be delivered daily Sunday through Saturday subject to armored courier service restrictions. Depending on the County's needs, you can use one or a combination of both of these types of orders.

Change orders will only be released to an approved armored carrier if they are picked up at one of our vaults. Change-order delivery is based on armored carrier commitments and is typically scheduled for the following day or within two or three days from when the change order was picked up at our vault.

Security begins with J.P. Morgan issuing the County two unique, confidential system access numbers for each of your locations. Access numbers should be kept in a secure place and should be revealed only to authorized staff. When needed, you can change existing access numbers by contacting your client services professional. We also establish daily order limits both at the relationship and location level based on your credit risk rating. Finally, we designed our blind-order-filling procedures to provide timeliness and accuracy in a highly controlled environment.

The total amount of your change order processed through our automated system is debited from your account at J.P. Morgan on the day the order is provided to your armored carrier or the day before the scheduled branch pickup. All fees related to the change order are billed through our account analysis system.

7.0 COLLATERAL REQUIREMENTS

The bank shall provide approximately $135 Million in collateral on a daily basis to cover deposits. Twice per year, for the weeks before and after November 1 and the weeks before and after May 1, the aggregate total of bank collateral required at each date for the County will be as much as $300 million.

This collateral may be required with same day notification. (The Treasurer will attempt to give the bank its best estimate the day prior). Collateral must be pledged or confirmed prior to the daily delivery of deposits. Additional securities required to guarantee deposits shall be deposited immediately when the percent of market to deposits is less than 101%. (Refer to A.R.S. 35-323). Collateral for deposits must be held by the Federal Reserve Bank in the name of the Treasurer and meet all current FIRREA requirements. This includes a signed authorization from the bank's Board of Directors stating the approval and knowledge of collateral requirements, and transmittals for the County.

The County reserves the right to review all pledged collateral, and approve the substitution of any item.

J.P. Morgan has reviewed the County's collateral requirements as defined in the ITN and commits to meeting those requirements through the use of pledging securities as collateral in the value of 101% of the County deposits, less the amount covered under FDIC insurance. This approach provides ample and cost-effective security for the County's funds.

The National Collateral Management Group ("NCMG") of J.P. Morgan monitors the account balances of our public fund customers on a daily basis. The NCMG will also monitor the market value of the securities that are provided as collateral on a daily basis. If the balances exceed the collateral that is in place and/or if there is a change in the market value of the securities used as collateral, NCMG will provide additional collateral to protect the County's deposits.

NCMG performs the following functions:

- Daily monitoring of client deposit account balances
- Answering client questions concerning collateral assigned to their accounts
- Contacting clients regarding collateral release and pledge requests
- Providing periodic reporting of collateral pledged to clients
- Reviewing and approving Collateral Security Agreements
- Establishing collateral safekeeping accounts for new clients
- Responding to collateral audit requests

JPMorgan Chase Bank, N.A. ("Bank") currently employs the Federal Reserve Bank ("FRB") as the primary custodian for joint-custody security accounts ("collateral account"). The Administrative Reserve Bank ("ARB") that holds the securities for the Bank is the FRB of New York. (The FRB district where a bank is chartered determines the ARB.) The FRB of Boston is the Federal Reserve System's national collateral account administrator. The Bank pays all cost associated with the collateral accounts held at the FRB.

In order for the Public Entity to establish a collateral account at the FRB, the Public Entity must complete a FRB "Pledgee Agreement (PA) Form" and "Fed-mail Form", samples of which are included in Appendix 6. The Public Entity must agree to the custodial agreement terms set forth in the Federal Reserve Bank's Operating Circular 7, Appendix C, as amended from time to time, included in Appendix 6. Lastly, a sample safekeeping agreement also can be found in Appendix 6.

The FRB will not review or complete any tri-party custodial agreements that Public Entities or banks present for collateral accounts.

Pledged securities will be held in a collateral account in the name of the Public Entity, i.e., the County. The Public Entity will be assigned a unique, alphanumeric account number by the FRB for the collateral account upon the receipt and review of the completed PA and Fed-mail forms.

The FRB provides two types of reporting; Account Activity Report (AAR) and Monthly Holdings Report (MHR). The AAR reports account activity that is conducted within the collateral account. The MHR reports all securities held in the Public Entity's collateral account at month end. Both reports are sent within 24 hours either by email of facsimile. The FRB reports list the original par value of the securities pledged and does not report market value of securities pledged. The FRB does not provide on-line access to collateral account.

NCMG requires a copy of the completed “Pledgee Agreement Form” and “Fed Mail Form” from the Public Entity such that the NCMG can establish the collateral account. If a Public Entity has (or had) a collateral account at the FRB, the Public Entity can provide the Bank the FRB 4-digit alpha-numeric account number such that the Bank can “link” to the Public Entity’s collateral account. In addition, the Public Entity will need to provide a list of authorized signer(s) and verification requirements listed on the PA. Last, if the Public Entity has a PA greater than two (2) years old, it is recommended that the Public Entity submit a new PA.

NCMG will send out a monthly statement showing the amount of collateral held in the County’s name at the Federal Reserve Bank of New York. This statement will be e-mailed out on the 3rd business day of the month. The statement will detail the security description, coupon rate, maturity date, original par, current par, and market value of the security that is being utilized as collateral on the last business day of the month.

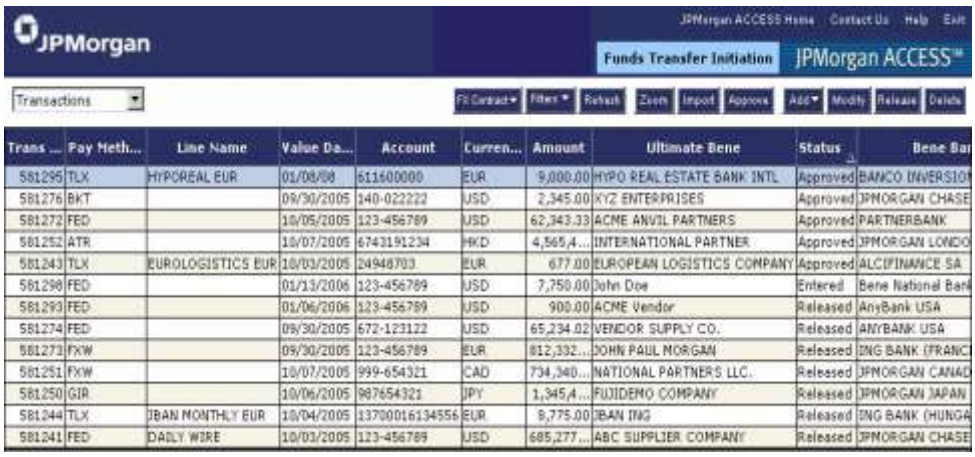
J.P. Morgan will have the right from time to time, with the consent of the County, to substitute or replace any of the Collateral with other Collateral, or to withdraw any Securities Collateral or reduce the amount of collateral, if the total Collateral continues to be at least the amount required. If the County fails to provide J.P. Morgan its written consent to any requested release of Collateral within five (5) business days after J.P. Morgan’s request, J.P. Morgan will have the right to charge the County an excess collateral fee of 0.25% per annum, calculated daily, on all Collateral in excess of the greater of (1) the collateral value to which J.P. Morgan requested a reduction; or (2) the balance of funds in all of the County’s accounts on each day, less the amount of FDIC insurance on those accounts. The excess collateral fee will continue to accrue until the County provides the Custodian the required consent, and will be due and payable with other account fees on a monthly basis.

8.0 WIRE TRANSACTIONS

8.1 The bank shall provide online and optional voice (telephone), access for all outgoing wire transfers.

The Funds Transfer Initiation and Reporting Module of J.P. Morgan ACCESS offers the flexibility of payment initiation via the Internet, along with a multilayer security system to protect the privacy and authenticity of users, data and transactions. We would be pleased to conduct a demonstration of our patented, award winning web based J.P. Morgan ACCESS system at the County’s convenience.

J.P. Morgan ACCESS makes wire transfers simple.



Trans ...	Pay Meth...	Line Name	Value Da...	Account	Curren...	Amount	Ultimate Bene	Status	Bene Ba
581295	TLX	HYPOREAL EUR	01/08/08	611600000	EUR	9,000.00	HYPO REAL ESTATE BANK INTL	Approved	BANCO INVERSIO
581276	BKT		09/30/2005	140-022222	USD	2,345.00	XYZ ENTERPRISES	Approved	JPMORGAN CHASE
581272	FED		10/05/2005	123-456789	USD	62,343.33	ACME ANVIL PARTNERS	Approved	PARTNERBANK
581252	ATR		10/07/2005	6743191234	HKD	4,565,4...	INTERNATIONAL PARTNER	Approved	JPMORGAN LONDO
581243	TLX	EUROLOGISTICS EUR	10/03/2005	24948703	EUR	677.00	EUROPEAN LOGISTICS COMPANY	Approved	ALCIFINANCE SA
581298	FED		01/13/2006	123-456789	USD	7,750.00	John Doe	Entered	Bene National Ban
581293	FED		01/06/2006	123-456789	USD	900.00	ACME Vendor	Released	AnyBank USA
581274	FED		09/30/2005	672-123122	USD	65,234.02	VENDOR SUPPLY CO.	Released	ANYBANK USA
581273	FXW		09/30/2005	123-456789	EUR	812,332,...	JOHN PAUL MORGAN	Released	ING BANK (FRANC
581251	FXW		10/07/2005	999-654321	CAD	734,340...	NATIONAL PARTNERS LLC.	Released	JPMORGAN CANAD
581250	GIR		10/06/2005	987654321	JPY	1,345,4...	FUJIDEMO COMPANY	Released	JPMORGAN JAPAN
581244	TLX	IBAN MONTHLY EUR	10/04/2005	13700016134556	EUR	9,775.00	IBAN ING	Released	ING BANK (HUNGA
581241	FED	DAILY WIRE	10/03/2005	123-456789	USD	685,277,...	ABC SUPPLIER COMPANY	Released	JPMORGAN CHASE

Figure 11

Optional Telephone Wire Transfers

As an alternative, the County can utilize our Telephonic Wire Transfer with PIN as a primary and/or back up method of Wire initiation.

Wire Transfers via PaySource Direct Transmission

As an option, the County may also consider sending the Bank a single direct transmission of mixed payment types, which can include all types of payments (Wire, Check, ACH) and encompass EDI detail if desired. Additional information regarding our File Management Services/PaySource payments application is included in this ITN response and the Appendix section.

8.2 The bank shall provide repetitive wire transfer capability for all online and voice transfers.

Wire transfers can be entered as either freeform or repetitive lines. For freeform transactions, all beneficiary and bank routing information must be entered each time. Repetitive lines contain the complete banking information and beneficiary name and only the payment amount and value date need to be entered. There are two types of repetitive lines, bank verified and customer verified. Bank verified lines are established on the Bank's back office system. Typically these can be established in 24 hours or less. The control benefit of bank transfers is that no changes can be made to the bank routing information. Customer verified transactions are different in that past transaction routing information is saved, but it can be altered. A customer verified line is just a saved 'freeform' transaction.

Telephonic wire transfers allow repetitive or free format transactions.

8.3 The bank shall provide detailed online reporting of outgoing and incoming wire transfers, including, but not limited to: the originator, the name and ABA number of the sending or receiving bank, the amount, the beneficiary name and account number and any additional instructions.

All wire transfer transaction information is available via the information reporting module of J.P. Morgan ACCESS. The following information is provided on incoming and outgoing wire transfers on either a current- or previous-day basis:

Dollar amount	Beneficiary information (if available)
Unique bank reference number	Date and time of receipt of wire instruction
Client reference number	Fed reference number
Received from party (incoming)	Straight-through or repair indicator
By order party (outgoing)	FED/CHIPS reference number
Paid to party	FED/CHIPS sequence number

8.4 Internal bank and Federal reference number must be provided upon completion of outgoing wires.

J.P. Morgan ACCESS will provide transaction reference numbers (TRNs) when your payment instruction is released.

Federal reference numbers are available via J.P. Morgan ACCESS intraday reporting and eServe, our Internet-enabled user friendly client service tool.

8.5 Incoming wires must be posted and available to view on the wire transfer online system immediately upon receipt by the bank.

Funds transfer information is posted and available on a real-time basis. Our eServe tool can be used by the County to send alert notifications of incoming wires the second they arrive at the Bank. The alerts can be set under a variety of parameters, as desired.

8.6 Controls and dollar limits must be mutually agreed upon between the bank and the Treasurer.

The Treasurer will maintain control over the number of authorized users, user functions along with level of authority, the number of authorizations required for approval, and dollar limitations.

8.7 The bank shall identify, by name, telephone number and e-mail address, the person responsible for researching any wire transfers.

Tonique Smith, the designated Client Service Professional for Maricopa County, will be the point of contact for researching wire transfers. She is available during normal business hours at 602-221-

2960 or via email tonique.f.smith@chase.com. As an option, our user friendly tool, eServe, may also be used for wire research if desired.

8.8 A contingency plan must be established between the Treasurer and the bank to address any connectivity issue that may arise.

As a contingency plan for the Treasurer, we recommend our Telephonic Wire Transfer with a PIN product. It can be used as a primary and/or back up method of wire initiation. It offers many benefits, including:

- Ability to transact higher valued wires
- Per transaction limit-clients may initiate wires base on balance availability
- Currency clients may initiate in Foreign Currencies to overseas institutions
- Extended hours vs. On-line or Branch initiation, allows for repetitive or free format transactions
- Security-Segregation of duties (initiation/confirmation)

Client set-up is done by the client completing a "Security Procedure Authorization for Telephone Transfers with PINs Agreement". For security, users will be assigned a User ID and PIN for initiation and/or confirmation, along with a PIN Activation code. Users call our IVR to confirm activation of their PIN, then reset to a self-selected confidential PIN, and then can begin to initiate and/or confirm Wires.

For wire initiation, users will be prompted to enter and verify their User ID and PIN using their touch-tone telephone keypad. Once the system has validated the security codes, the user will be prompted to enter and verify the debit account number. For repetitive wires, users may complete a transaction by using self-service options or by speaking to an operator, and free format wires will be done by speaking to an operator.

When Callback/Confirmation phone calls take place, a J.P. Morgan operator will contact the user and transfer them to the telephonic system. The user will then be prompted to input the debit account number and numeric PIN using the touch-tone telephone keypad. Once the account number and PIN have been entered, the telephonic system will transfer the user back to the original J.P. Morgan operator to complete the confirmation of the wire transfer request.

9.0 SHORT TERM FINANCING REQUIREMENTS

9.1 $35 Million Municipal Line of Credit required.

J.P. Morgan is willing to evaluate establishing a $35 million Line of Credit for Maricopa County subject to A.R.S. #11-601.01 and J.P. Morgan's customary underwriting standards and process.

9.2 Currently, the municipal line of credit is used as collateral for an $8 million letter of credit with the Industrial Commission of Arizona. To date, no claims or other borrowing has occurred on the letter or line of credit. It is not anticipated that Maricopa County will utilize any of the line of credit, during the period of the contract. However, the County would like to have the availability, should the need arise. If this requires a commitment fee, please include the amount in your proposal.

J.P. Morgan acknowledges that the Maricopa County does not anticipate utilizing the Line of Credit during the period of the contract, and would not assess a commitment fee to establish and maintain the Line of Credit.

10.0 DIRECT DEPOSIT PAYROLL PROGRAM

10.1 The bank shall accept direct deposit for the County's payroll system.

As an industry leader, J.P. Morgan is experienced in managing payroll ACH direct deposit transaction files and pleased to work closely with the County on accepting and originating all types of ACH transactions. Simply send us your electronic payment data and we will process this information per your scheduled delivery date – crediting your recipients' accounts and debiting the payout amount from your account held with us.

Direct Deposit at a glance

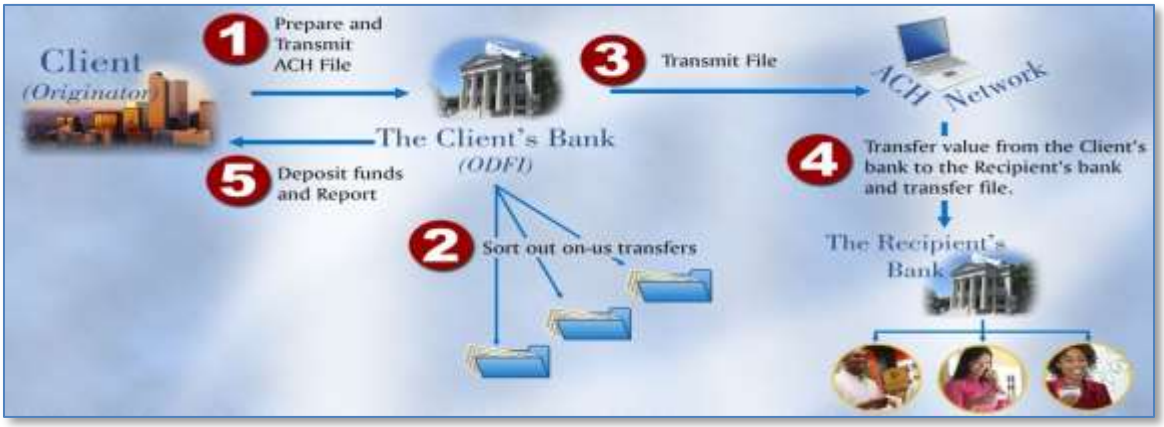


Figure 12

The file will be processed with the total amount paid electronically to the employees' designated account and charged to the County's designated account at J.P. Morgan on the same business day, normally within two (2) or three (3) business days after submission, depending on the County's requirements and in compliance with NACHA rules and regulations. We can accept PPD payroll files for next day credits. However, for the County's employees to receive funds as available balances for ATM withdrawals on payday, the County must deliver the file to J.P. Morgan by 7:00 p.m. local time two (2) business days prior to settlement date. Therefore Thursday payroll files must be received on Tuesday by 7:00 p.m. local time. The file can then be processed in the earliest ACH processing cycle so that the receiving depository financial institutions can post the credits to the employees' accounts by open of business on payday. We will work closely with you to review all ACH cut off time recommendations and options, as required.

10.2 For those County employees who do not maintain a direct deposit account, the bank shall issue and accept a payroll debit card.

For those Maricopa County employees who would like the convenience of cost savings of direct deposit and electronic access to their funds, but do use direct deposit, J.P. Morgan offers the Chase Payroll Card Program. The card is funded through the County's existing ACH direct deposit process. The County will benefit from reduced risks and costs. Your employees will benefit from avoiding check cashing fees, immediate access to their funds, and reduced fear of carrying large sums of cash.

How it Works

Funds will be electronically deposited into Chase Payroll Card accounts. Cardholder accounts will be established and maintained by J.P. Morgan, using standard National Automated Clearing House Association (NACHA) Preauthorized Payment and Deposit (PPD) file formats replicating the same process as direct deposit. The services are supported by a consumer-owned asset account – an actual bank account owned by the cardholder, offering the full protection of Federal Reserve Regulation E and FDIC insurance for their funds. J.P. Morgan offers two methods to accomplish cardholder enrollment; batch file enrollment or online, real-time enrollment via our Internet-based Agent Service application. These two methods may be used interchangeably.

Chase Payroll cards will be issued in the name of the employee. Funding of card accounts will only be permitted via ACH. Cardholders will have 24 hour access to deposited balances at ATM locations and Point-of-Sale (POS) locations throughout the world. Using the personalized Chase Payroll Card is easy. Employees can easily access their pay at Automatic Teller Machines (ATMs), Internet shopping and retail locations, including department stores and restaurants, around the corner or around the world.

Cardholders will be supported 24 hours per day, 7 days per week by professionally trained Customer Service Representatives (CSRs) including support from our Voice Recognition Unit (VRU) for automated assistance for balance inquiries and transaction details. Access to customer service support including our Internet-based cardholder Website is provided in both English and Spanish.

Cardholders will be fully protected by Regulation E, FDIC and Visa's Zero Liability protection providing coverage to cardholders for unauthorized transactions. As a result, our solution ensures that every cardholder is protected individually by Regulation E and FDIC up to $250,000.

Additional information on the Chase Payroll Card is included in Appendix 7.

11.0 ARMORED CAR SERVICE

The Treasurer requires armored car service to the Treasurer's Office in the County Administration Building during the contract period. All fees for such service shall be approved and agreed to by the Treasurer prior to being implemented. The bank will contract for the armored car services and pass the charge to Maricopa County as a soft dollar charge.

For Maricopa County, and on its behalf, J.P. Morgan agrees to contract for armored car services to the Treasurer's Office in the County Administration Building during the contract period and pass the charges to Maricopa County through Account Analysis. We do not endorse any specific third-party couriers.

J.P. Morgan will be acting as the agent for the County in entering into the armored car services contract. Under the contract, liability will not pass to J.P. Morgan until the items are received at the J.P. Morgan vault under our normal processing standards.

The pricing for armored car services is indicative and subject to change based on negotiations with the County's selected vendor. J.P. Morgan understands that the fees for such service will be approved and agreed to by the Treasurer prior to being implemented. This may impact the timing of the implementation of such services. In the County's pro forma schedule, we have included a comparative indicator of armored car fees quoted by Loomis for your information. We would be pleased to obtain additional quotes if desired.

11.1 Other County agencies or departments may also request armored car service at various locations to be determined. Maricopa County reserves the right to obtain these services in the open market in the event that these services are more feasibly obtained through a separate vendor contract.

J.P. Morgan understands that other County agencies or departments may also request armored car service at various locations to be determined. We also understand that Maricopa County reserves the right to obtain these services in the open market in the event that these services are more feasibly obtained through a separate vendor contract.

J.P. Morgan agrees to contract for armored car services for and on the behalf of other County agencies or departments at various locations to be determined during the contract period and pass the charges to Maricopa County through account analysis. We do not endorse any specific third-party couriers.

J.P. Morgan will be acting as the agent for the County and its other agencies and departments I n entering into the armored car services contracts. Under the contracts, liability will not pass to J.P. Morgan until the items are received at the J.P. Morgan vault under our normal processing standards.

The pricing for armored car services is indicative and subject to change based on negotiations with the selected vendor. J.P. Morgan understands that the fees for such service will be approved and agreed to by the Treasurer prior to being implemented. This may impact the timing of the implementation of such services.

12.0 TECHNOLOGICAL REQUIREMENTS

12.1 The bank's technology must be compatible with the Treasurer's electronic data processing equipment and software. The bank must have the ability to exchange information directly with the Treasurer's information technology systems. Information to be exchanged includes, but is not limited to, warrants, deposits, account balances and other detailed information for investments and recordkeeping.

J.P. Morgan supports industry standard data formats such as BAI2, SWIFT and ANSI X12 EDI formats. From a communications perspective, all common methods (HTTPS, SFTP, AS2, VPN and VAN) communications are supported.

During implementation, the County's implementation project manager will involve a connectivity resource to discuss connectivity options, to set up and test the connectivity links and send test files. These individuals will work together with County staff to manage and coordinate key activities during the setup process.

For additional information, see Appendix 8, File Management Services – Client Connectivity Overview.

12.2 At the rate technology is growing and changing, Maricopa County has to be able to respond in kind. The County is looking to revolutionize its communications systems with the public. The County must keep pace with private industry. It appears that in the near future the automated teller industry will be making radical changes in the area of bill payment via corresponding bank relationships or the Arizona Clearing House. The County needs to be able to piggyback on to any services such as this, which will better enhance our ability to serve the citizens of Maricopa County. If at any time during the course of the contract, the bank incorporates new technology that will enhance the capability of Maricopa County to serve the taxpayer, Maricopa County reserves the right to negotiate pricing of the service for the remainder of the contract period. If at any time during the life of the contract, the successful Proposer is unable to provide the County with advancements in technology that are available, Maricopa County reserves the right to obtain this technology elsewhere.

J.P. Morgan's capital strength allows us to invest in technology to meet our clients' changing needs. J.P. Morgan Treasury Services will invest more than $1 billion in enhancing its cash management capabilities, expanding its global footprint and reinvesting in technology solutions. We continually look to technology to enhance the solutions we provide, as well as reduce processing costs and increase operating efficiency, thus improving our offerings to our customers. J.P. Morgan will proactively work with Maricopa County to leverage new technology and automation in the automated bill pay industry as it becomes available.

ADVANTAGE J.P.Morgan

Business Week ranked J.P. Morgan among the world's 50 most innovative companies for the second year in a row.

They cited the bank's technology investments and innovative processes

(April 25, 2010)

J.P. Morgan acknowledges that, if at any time during the course of the contract, the Bank incorporates new technology that will enhance the capability of Maricopa County to serve the taxpayer, Maricopa County reserves the right to negotiate pricing of the service for the remainder of the contract period. Further, we understand that, if at any time during the life of the contract, J.P. Morgan is unable to provide the County with advancements in technology that are generally available, Maricopa County reserves the right to obtain that technology elsewhere.

12.3 In no event shall the bank diminish or unilaterally discontinue technological services it undertakes to provide, either at the inception of the contract for banking services, or at any time throughout the contract, without providing for replacement services that are equal to, or greater than, in the sole opinion of the Treasurer, those being provided prior to such change.

J.P. Morgan is committed to providing its customers with leading treasury management products and services. From inception throughout the term of the contract, J.P. Morgan will not materially diminish or unilaterally discontinue any technological services without providing for replacement services that provide substantially the same functionality. In the event of any such changes, J.P. Morgan will work with the Treasurer to establish a mutually agreeable transition plan.

12.4 IMAGING AT THE TREASURER'S OFFICE

The Treasurer desires to capture images of payment items, along with supporting documentation, i.e. payment stubs, envelopes and correspondence, as received in the Treasurer's office. As part of this image capture process, the Treasurer would like to obtain other data in order to produce a point of purchase entry (POP). If your bank will provide the equipment necessary to capture these images, please describe the equipment in detail along with any extra charge that may be imposed for the use of the equipment. If your bank does not provide such equipment, please describe if it can be leased or purchased through soft dollar earnings credits, and if so, identify the vendor and types of equipment. Additionally, provide an estimate of the amount of the soft dollar earnings credits necessary for such acquisition

J.P. Morgan is pleased to offer several options for imaging at the Treasurer's Office: Virtual Remit, Image Deposit Direct and POP services. These are described below.

Virtual Remit

J.P. Morgan's Virtual Remit solution utilizes a Web-enabled imaging technology to create a new lockbox remote capture capability that will enable the Treasurer to capture and transmit remittance data and images directly from your desktop with a single scanning device that accepts U.S.-denominated checks, coupons, envelopes and full-size documents.

Built on J.P. Morgan's market-leading Receivables EdgeSM online receivables management service, Virtual Remit's fully integrated remote capture capabilities will enable the Treasurer to streamline your collections process via the Internet. All items scanned with Virtual Remit are combined with existing lockbox items and workflow, providing Receivables Edge clients with quick, convenient access to remittance information. As a result, the Treasurer is able to gain accelerated funds availability and improved cash positioning. Your accounts receivables staff can reduce days sales outstanding (DSO) and get a head start on exception processing.

How it Works

With J.P. Morgan's Virtual Remit service, the Treasurer's remittances are scanned directly into Receivables Edge, allowing the Treasurer to review your items before transmitting to the Bank for deposit.

Trained lockbox personnel review and process payments according to client-specific instructions, and checks are deposited to the Treasurer's account on a same-day basis if transmitted before the lockbox same-day cutoff time. Funds availability is assigned according to the Treasurer's contracted deposit times. Checks are expedited to ensure the maximum amount of same-day deposit. This approach minimizes processing float, provides clear digital copies of checks and facilitates research through the system-generated deposit information, which is printed with each image.

For the Treasurer, this service reduces mail float and eliminates trips to the bank to make deposits. Checks are expedited through the clearing system, which reduces the float and allows for greater availability of the funds.

Information float is also reduced because J.P. Morgan forwards remittance detail and deposit information according to Treasurer's directions. Deposit information may be provided to the Treasurer via information reporting on a next-day or intraday basis. The application of exception items to open accounts receivables is facilitated by the online availability of images and data shortly after scheduled deposits.

A detailed advice of credit is provided that lists each check deposited in a given batch. Completed batches are periodically reported to J.P. Morgan's information reporting system.

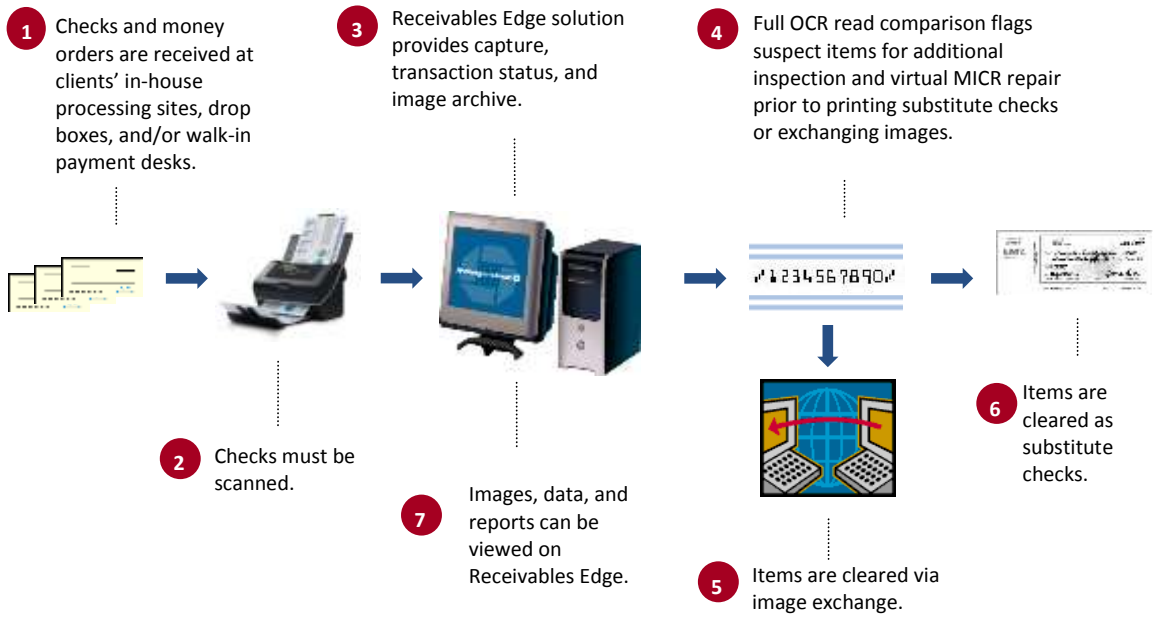
The Treasurer may choose from a variety of reporting channels to receive deposit information. Deposit information is available using a PC, Web site or data transmission.

Both check (remitter bank account number, routing transit number and serial number) and keyed data (when applicable) are captured and transmitted to facilitate the cash application process.

Remittance detail can be captured for both check and electronic payments. The information can be sent to the Treasurer via data transmission or Web site using a variety of standard or custom formats.

J.P. Morgan offers multiple options for the delivery of images and data to clients to facilitate application of exception items to open receivables, customer service, credit research and document archival. The options include the Receivables Edge Internet browser or Direct Image Transmission.

Virtual Remit Workflow



Note:
The checks must be U.S. denominated. Canadian and Foreign payments cannot be deposited.

Figure 13

POP Processing

J.P. Morgan currently accepts and processes POP origination files. In conjunction with our front-end alliance partners, J.P. Morgan can offer retail industry clients a comprehensive POP solution that takes checks from the point of sale, converts them to ACH transactions and processes them through the ACH network.

For non-retail clients, J.P. Morgan also offers our Image Direct Deposit with ACH product, which can be used to scan checks, create receipts, generate the ACH file and transmit that file to J.P. Morgan for settlement.

Image Deposit Direct

J.P. Morgan's remote deposit solution, Image Deposit Direct with ACH, enables the digital capture and processing of checks in your collection site locations or main office.

The standard solution includes J.P. Morgan's robust MICR reader and imager, used to capture check images and MICR data, and the PC client application to process and transmit each batch of payments for ACH, image exchange, and image replacement document (IRD) presentment. The solution determines the ACH-eligibility of each item and transmits the required ACH and X9.37 files to the Bank for processing. Additionally, the solution includes an on-line accessible image archive to help ACH Originators meet the image retention requirement for ARC and BOC items and to assist with customer service processes. The client application also has local printing capabilities for receipts and reports, as well as complete administration and setup capabilities with secure user

access with full audit tracking. Image Deposit Direct with ACH supports the ARC and BOC standard entry class codes.

Equipment

As the types of equipment and the related costs and implementation vary based on the solution chosen by the Treasurer, J.P. Morgan will provide descriptions of the various equipments once we understand your requirements.

Earnings Credit Offset

J.P. Morgan offers two primary types of Epson scanners, priced at (A) $986 and (B) $1,086 respectively. Based upon the earnings credit rate of 65 basis points as offered in this proposal, the balance required for scanner (A) would be $1,845,589.74, and the balance required for scanner option (B) would be $2,032,769.23.

Please also refer to Exceptions in the *Other Information* tab wherein J.P. Morgan is offering to assist the County in moving towards automation by covering the cost of 30 scanners for remote deposit capture (approximately $33,000.)

12.5 LOCKBOX SERVICES

12.5.1 A significant percentage of the Treasurer's property tax collections are remitted through lockbox processing. The Treasurer's payment documents have been developed with a scanable/readable OCR information scan line that complies with industry standards for retail lock box processing. See EXHIBIT 6 for example of remittance document, and EXHIBIT 7 for explanation of scan line. A COBOL record layout is also provided in EXHIBIT 8 for purposes of electronic transmission.

Upon review of Exhibit 6, Remittance Document; Exhibit 7, Explanation of Scanline; and Exhibit 8, COBOL record layout, J.P. Morgan will process Maricopa County's property tax payments at our Phoenix Sky Harbor Operations Center lockbox site.

12.5.2 Include all fees for the lockbox service with the RFP. A brief description of the physical location of the lock box service and the type of equipment the bank utilizes to process documents is required. The successful Proposer shall have their lockbox facility located within Maricopa County, and shall use those facilities to fulfill the terms of this contract.

We own and operate our own retail and wholesale lockbox processing facilities, contained within our state-of-the-art Phoenix Sky Harbor Operations Center where regional check processing and cash vault operations are also maintained.

J.P. Morgan's standard for mail handling in our regional lockbox sites is a combination of high-speed and manual sorting. We currently use the Pitney Bowes Olympus II high-speed mail sorter in our regional sites. This equipment uses a bar code reader, courtesy amount recognition (CAR) and OCR technologies to read and sort mail at the rate of 24,000 mail pieces per hour. Our sites use either OPEX 150s, 7.5s or OPEX 50s for mail extraction.

Optional lockbox pricing scenarios have been provided in the *Pricing* tab.

We would also be pleased to tour the County through our premier lockbox operations facility at your convenience.

12.5.3 The Treasurer currently receives images of all items processed through the existing lock box account. These images are provided in a format that allows the Treasurer to relate each payment transaction with the appropriate image of the check and supporting documents. These images are black/white in TIFF format with Group IV Fax Compression. The images must be provided to the Treasurer in a format readable by the Treasurer, allowing the images to be read and stored in the Treasurer's own imaging system.

Check and remittance advice images are available through a daily FTP transmission. The image transmission file consists of an index containing the MICR-line and OCR-line information, as well as the images themselves in TIFF file format with Group IV compression. Image transmission files are archived for a period of 10 business days.

As an alternative to Maricopa County storing the images, J.P. Morgan can provide images via our award winning Internet browser solution, Receivables Edge[SM].We warehouse images through the use of our long-term (10-year) online archive. Lockbox images are available through the Receivables Edge web site, or they may be accessed under our single sign on feature of the J.P. Morgan ACCESS Information Reporting web tool. We would welcome the opportunity to demo our Receivables Edge lockbox imaging product to the County and/or our J.P. Morgan ACCESS web tool at your convenience.

12.5.4 It is acknowledged that processing errors can occur. Given that proper production edits are in place and understood by all parties; provide a definition of excess processing errors, both in retail and wholesale processing. If processing errors are in excess of the threshold established by the bank, and the bank is in error, what form of compensation will the bank give to Maricopa County, until correction of the errors have been achieved. The Treasurer also requires the lockbox to assign a responsible officer and a backup officer to this processing function.

The operating departments of J.P. Morgan have established standards that are tracked and reported monthly. While not client-specific, these standards encompass the timely and accurate delivery of service. We also have adopted the Six Sigma methodology and discipline around our process improvement initiatives and performance.

At a minimum, we complete a thorough review of the process to look for ways to improve accuracy. We know that the data we capture is an extension of the County. Our goal is to help the County minimize any errors that would result in the need for corrections by your staff and/or result in inquiries.

J.P. Morgan will compensate the County for any deposits that are not deposited within the agreed upon processing timeframes. Deposits would be back-valued to the appropriate date and the value would be posted to the County's account.

J.P. Morgan Treasury Services does not, as a matter of general business practice, agree to specific incentive or penalties linked to exceeding, meeting or failing to meet agreed upon performance standards and service levels. Should you feel that our performance is not in line with your expectations or that you are not receiving the anticipated value, the County's Treasury Services Manager and Relationship Manager will work with you to determine what action may be appropriate.

Melina Bueno will be the County's designated Lockbox Client advocate. Melina has worked in the bank's lockbox unit for eight years. Her role includes supporting the County in planning, implementation, set-up, account updates and customer inquiry and resolution. Melina's backup coverage will be identified during implementation.

12.5.5 The successful Proposer shall provide the Treasurer with a schedule of planned lockbox audits. The Bank must provide a copy of any and all audit(s) conducted during the period of the servicing contract regardless of whether lockbox services are conducted by the Proposer's lockbox facility or through a third party provider.

Our information technology, applications, and e-business infrastructure are subject to regulatory oversight. Self assessment reviews and internal audits are conducted periodically. System audits vary and may be conducted on a business area basis where key IT associated in supporting the business is included. Alternatively, an audit may be focused on a specific element within the IT infrastructure; for example by application or data center. J.P. Morgan has specialized teams within the Audit group allowing for coverage of different aspects of the IT environment. Audits and audit results are confidential and proprietary to J.P. Morgan and not for public disclosure.

12.5.6 The successful Proposer shall provide the Treasurer with a detailed analysis on a monthly basis for work conducted through the lockbox operation regardless of whether lockbox services are conducted by the Proposer's lockbox facility or through a third party provider.

J.P. Morgan wholly owns and operates its own lockbox operations. The County will receive a monthly Account Analysis statement that itemizes lockbox processing service information in detail.

12.5.7 In an effort to maximize revenue, the Treasurer requests separate price estimates for both (a) mail sorting based on postmark date and (b) imaging of envelopes processed through the successful Proposer's lockbox operations. The Treasurer is also open to any suggestions the Proposer may have regarding maximizing revenue.

With the limited information provided concerning the frequency, volume, and processing rules for postmark review and envelope imaging, we have provided pricing without volume in the pro forma. Please refer to the Lockbox Assumptions in the *Pricing* tab for additional details.

As mentioned in our Executive Summary and under Exceptions – Other Exceptions in the *Other Information* tab, we included lockbox fee schedules in our pricing that offer two options: 1) Image and 2) Non-image. We estimate the County will achieve an annual cost savings in lockbox fees immediately at the outset of approximately $40,000 by migrating to an image-based environment.

We have also offered incentives for migrating to an image based environment for Remote Capture outside of Lockbox (as depicted under Exceptions – Other Exceptions in the *Other Information* tab), such as reduced check clearing costs and covering the cost of the imaging equipment (up to 30 Epson scanners) for the County.

To assist the Treasurer in identifying other areas of cost savings, the services of our Treasury Advisory Solutions Group (as described in the Executive Summary) have been offered, at no charge to the County.

12.5.8 In addition, Animal Care and Control also utilize lockbox services. Other County agencies and or departments may also request lockbox services.

We can accommodate Animal Care and Control and other County agencies or departments with lockbox services should they be requested.

12.6 START-UP AND SUPPORT SERVICES

12.6.1 The Treasurer desires to take advantage of the latest technology and best practices in providing services to its customers. Moreover, depending upon the successful Proposer, system changes and / or upgrades may be necessary. In light of the foregoing, please indicate what audit, review, technological and / or other assistance you can make available, if any, and the cost of same.

We work diligently to understand your business needs and how our operation impacts your internal processes and ultimately the constituents of Maricopa County. We have a history of openly communicating and working to understand the needs of our clients. The active engagement of J.P. Morgan senior management in the Public Sector programs will make certain that we consistently bring the full force of our corporate resources to achieve project success and Maricopa County's satisfaction. Upon award, we will work with you to determine the necessary steps to achieve a successful implementation. We are committed to:

- Clearly understanding your needs and requests
- Simplifying communication between our organizations
- Providing clearly defined implementation plans and startup goals
- Coordinating the installation and setup of our products
- Assuming responsibility for your satisfaction throughout the implementation process

J.P. Morgan Follows A Structured Process for Project Delivery

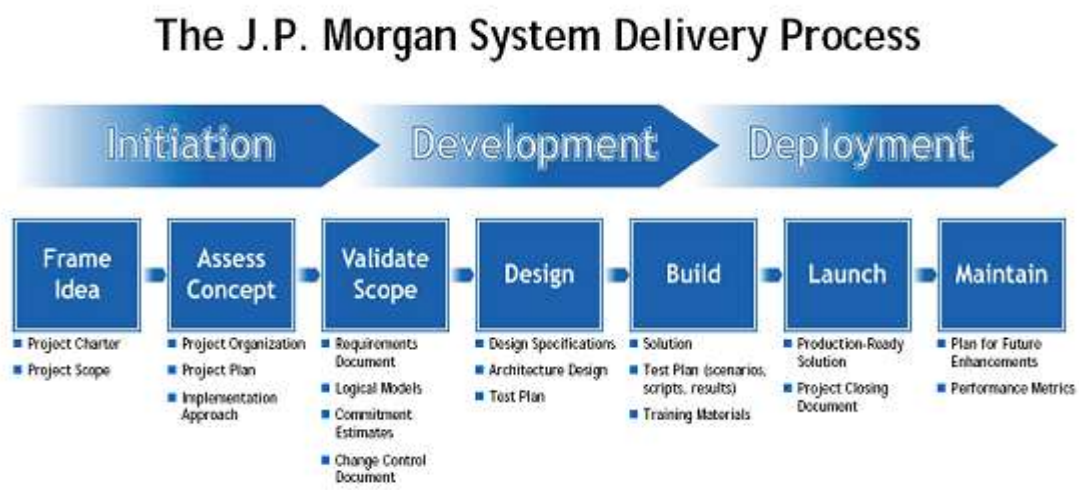


Figure 14

We will work together to determine how we can assist the County in these initiatives. Upon determination of the County's needs, we will work together to determine the cost/benefit of these initiatives.

Additionally, as previously mentioned in our proposal, engaging our Treasury Advisory Solutions at the outset would be an excellent opportunity for the County to partner closely with us in identifying and maximizing potential targets for new efficiencies and process improvement.

Please also list any education/training assistance you can provide with respect to banking related issues.

The County's Customer Service Professional, Tonique Smith, will assist the County by securing training appropriate to the specific banking related issue.

With regard to product and service implementations, support includes training, technical assistance, user manuals and on-site visits to facilitate user familiarity and minimize the potential for issues. For example, the following J.P. Morgan ACCESS training and support tools are made available to our clients:

- **Quick Start Reference Guides** - Available on the J.P. Morgan ACCESS dashboard and provide step-by-step instruction on how to use the J.P. Morgan ACCESS products and modules.
- **Webinar Training** - Weekly instructor-led sessions are available on the various J.P. Morgan ACCESS products and modules.
- **Self-Paced Training** - Online training available via the Customer Support tab from the J.P. Morgan ACCESS Home Page or via a Training CD, which is included in the Welcome Kit sent when security administrators and users are set up on J.P. Morgan ACCESS.
- **Phone Training** - Customized one-on-one training conducted over the phone to meet your unique needs for all J.P. Morgan ACCESS products and modules.

In addition, ongoing support is provided by the Client Service and Technical Support Team. Training, usage and technical assistance are available from the Client Service and Technical Support Team via telephone.

The support provided by the Bank does not end once we have implemented your account process. We believe continued support is critical to our overall account relationship. For example, after account implementation, your client service officer will become your ongoing contact to help ensure that your expectations are consistently met. Your Treasury Services relationship team will keep you apprised of web trainings, conferences, forums and other educational opportunities that will keep the County proactively informed and involved in industry changes and potential impacts.

J.P. Morgan will monitor changes, notify clients and provide technological support in advance of any required changes resulting from industry initiatives. Additionally, updates to ACH rules are posted on the J.P. Morgan Web site, and we periodically communicate these changes to our customers through customized mailings.

12.7 SAFEKEEPING SERVICES

12.7.1 The Treasurer is requesting safekeeping and custody services for certain investments. These safekeeping and custody services may or may not be a part of the award in the sole discretion of the Treasurer. As such, a Proposer may opt not to include these safekeeping and custody services in its proposal. The scope of the safekeeping and custody services to be performed by the Proposer or custodian bank ("Custodian Bank") are as follows.

J.P. Morgan acknowledges that these safekeeping and custody services may or may not be a part of the award in the sole discretion of the Treasurer.

12.7.2 The Custodian Bank will be required to provide facilities for settlement of securities transactions through the Federal Reserve Bank. In the case of physical securities, the Custodian Bank shall make arrangements with a New York City Bank for the acceptance of such documents. The Custodian Bank is required to receive and deliver securities for the Maricopa County Treasurer as well as accept and make payments to designated parties in good funds. The Custodian Bank will provide a written receipt for all securities purchased which will include a complete description of the security and the cost of the security. All securities must be held in the name of Maricopa County Treasurer.

J.P. Morgan has the ability to hold physical securities in New York City; J.P. Morgan has the ability to perform the above services for the County.

12.7.3 All transactions must be settled on payment vs. delivery
The Custodian Bank will accept and pay for all securities presented to the bank that have been purchased by the Treasurer only after verifying each transaction with the Treasurer.

J.P. Morgan offers contractual settlement, and will settle transactions as requested. J.P. Morgan provides daily transaction reports for your convenience to verify transactions.

12.7.4 The Custodian Bank will not pay or debit any of the Treasurer's accounts for such transactions until verification by the Treasurer is complete and the broker presents the security to the bank.

J.P. Morgan offers contractual settlement for transactions instructed by the Treasurer. As noted above, J.P. Morgan offers daily reporting of all transaction and positions.

12.7.5 The Custodian Bank shall provide a daily net settlement report of all completed purchases, maturities, called or sold securities and settle the net dollar amount via wire transfer, direct account debit or otherwise as agreed upon.

Under the present arrangement, monthly statements are provided to the Treasurer in an electronic format.

12.7.6 The Custodian Bank shall provide a contact person who will be available during normal business hours who will oversee the Treasurer's safekeeping account and all transactions on a daily basis.

An assigned Client Service Officer and escalation contacts have been provided to the Treasurer.

12.7.7 The Custodian Bank shall provide a report of all securities held on the last day of each month, which includes Issuer, CUSIP, PAR and original purchase price. This report may be provided electronically.

We are pleased to provide electronic monthly statements to the Treasurer.

12.7.8 The Custodian Bank shall provide month-end market pricing of current securities, identified by CUSIP number, in a format that is electronically retrievable for use in the Treasurer's database.

Monthly statements will be provided to the Treasurer in an electronic format.

12.7.9 The Custodian Bank shall provide a report of all corporate actions (calls) on callable securities held for the Treasurer upon receipt of such notification.

J.P. Morgan is pleased to comply with this request.

12.7.10 In the event the Custodian Bank has control of the Treasurer's funds due to failed trades, called securities or other discrepancies with the daily net settlement amount, the Custodian Bank shall pay interest on those funds based on the rate mutually agreed upon for each day the funds are held.

J.P. Morgan will provide use of funds for fail trades in appropriate circumstances**.**

12.7.11 Please specify all fees that will be charged for all or any part of, the above transactions set forth above.

Please refer to the fee schedule as provided in the *Pricing* tab of this proposal.

12.8 CLERK OF THE COURT SERVICES

The Clerk of the Court currently has six (6); direct deposit accounts (DDA's) and checking.

12.8.1 BENCHMARKS OF VOLUMES:

12.8.1.1 $130 Million Annual Cash Flow/Amount of Annual Deposits

12.8.1.2 $30 Million Pooled Investment

12.8.1.3 $17 Million Average Daily Escrow Fund Balance (DDA Policy Reserve)

12.8.1.4 $2 Million Average Daily Collected Balances (Court-ordered restitution)

12.8.1.5 480,000 Estimated Number of Annual Deposit Items

12.8.1.6 110,000 Estimated Number of Annual Checks Processed (disbursed)

12.8.2 BANK ACCOUNT MAINTENANCE

12.8.2.1 The Clerk requires an automated reconciliation program for one (1) high volume (i.e., and Criminal Financial Obligations) and two (2) low volume (i.e., Fees and Trust) accounts. The Clerk will provide daily activity, transmitted electronically, for these 3 accounts formatted to the requirements of the bank.

J.P. Morgan offers a robust variety of automated ARP services including full and partial reconciliation packages. All ARP services are optional and are designed to enhance reconciliation efficiencies.

Full Reconciliation

Full Reconciliation is the most comprehensive service, providing details of paid, stopped, canceled and outstanding items. Information and reports are available online via J.P. Morgan ACCESS Payables Web Service, as well as via data transmission, CD-ROM and paper.

Partial Reconciliation

Partial Reconciliation provides clients with details of their paid, stopped and canceled items. Information and reports are available online, as well as via direct transmission, CD-ROM and paper.

Issue File Delivery

Daily issue files ("activity") can be simply and flexibly supplied to J.P. Morgan via file transmission, uploaded online to Payables Web Service (PWS), or manually keyed into PWS.

If the Clerk opts to send issue files via direct transmission, we recommend reviewing the transmission specifications provided in Appendix 9.

12.8.2.2 The Clerk will provide the bank with an electronic listing with any additions, deletions or corrections to the Banks online banking services.

Additions, deletions, or corrections to issue data can be supplied to J.P. Morgan via file transmission, uploaded to PWS, or manually keyed into PWS.

12.8.2.3 The Clerk will also provide the bank with daily electronic listings of the disbursements of its three (3) accounts to be used in conjunction with the

J.P. Morgan understands that the Clerk will also provide the Bank with a daily issue file (the disbursements) from its three accounts to be used in conjunction with our Positive Pay Service.

12.8.2.4 Bank's Positive Pay program or a program similar that verifies the Clerk's issuance of a disbursement at the time of the pay out.

Payables Web Services (PWS) Positive Pay Exception Processing module will allow the Clerk to send positive pay issues files via the Internet. J.P. Morgan's Internet delivery channel provides a foundation for secure, automated and traceable communications between J.P. Morgan and the Clerk using standard browser software.

Additionally, PWS will enable the Clerk to use the Internet to review digital images of all exception items and instruct J.P. Morgan to pay or return each item from a single screen. Payee name exceptions are conveniently delivered along with all other types of exceptions so the Clerk can easily employ the most up-to-date fraud protection services. E-mail notification offers a convenient way to know when exceptions are available for review.

With Payables Web Services (PWS) Positive Pay, each day the Clerk issues checks it also provides the Bank with an issue file containing check amounts and serial numbers. Issue data can be simply and flexibly supplied to the Bank via file transmission, uploaded to PWS, or manually keyed into PWS. We then systematically compare the daily check presentation information against the Clerk's check issue file and generate an exception report on a next day basis identifying any mismatched or no-issue information on file items. The deadline for the Clerk to transmit check issuance files to the Bank is 10:00 p.m. local time.

J.P. Morgan reviews and scrubs the exceptions to verify that there are no mis-encoded items. The report is emailed via PWS at the beginning of the following business day, providing the report to the authorized the Clerk user(s) upon log in for pay/return decisioning. The exception items report provides both a front and back image of each item.

The Clerk's authorized users simply click on the check number of each item to view front and back check images, and can select the pay or return button for each item or select the pay all or return all button, and then electronically submit the decisions to the Bank. The Clerk receives an online confirmation indicating the submission was successful, which can be saved electronically or printed for future reference. No special software is needed for this functionality.

The Clerk can view images of positive pay exception checks on line before authorizing payment

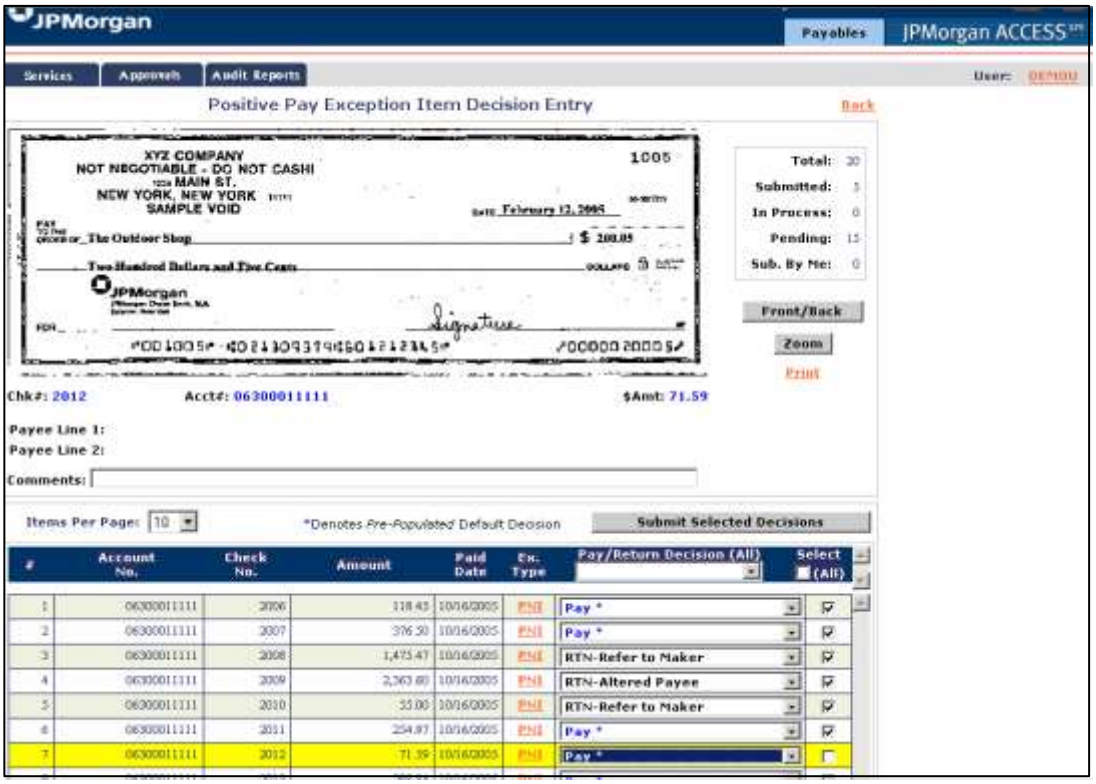


Figure 15

In addition to our positive pay and teller line protections, J.P. Morgan offers the following services to protect the Clerk's accounts against fraudulent and unauthorized transactions:

- **Payee Name Verification** - J.P. Morgan was one of the first banks to offer this technology to detect payee fraud through payee verification. This enhancement to positive pay digitally interrogates up to 100 characters of payee names. Payee Verification clients are first matched in positive pay. After it passes that process, it continues to payee validation processing. Payee Verification looks at the items with digital interrogation, where it matches the payee name on the issue file to the check presented. Those items that do not match are sent to our operators to manually review and accept or reject/send to the client for final decision. These exceptions are incorporated with Payables Web Services and include check images for your review and decision.
- **Teller line Positive Pay** – This service provides protection before encashment at the teller line in all Chase branches nationwide. *J.P. Morgan now offers payee name protection at the teller line in all of our branches nationwide*.
- **Post No Checks** – This account restriction will block paper/check transactions drawn on that specific account from posting to your depository or electronic-only payment account(s).
- **ACH Debit Block** – This service protects against unauthorized ACH debit transactions from posting to your accounts; provides a means of returning

unauthorized ACH debits in a timely manner; helps reduce efforts in reconciling and investigating debit transactions.

- **ACH Transaction Review** – An enhancement to J.P. Morgan's ACH debit block service and can be used in conjunction with this service. This new ACH fraud protection service allows the Clerk to use an online interface to set filter criteria, view items that do not meet filter criteria, and make pay or return decisions on these reported ACH exceptions

For those clients with active check cashing agreements, J.P. Morgan verifies cashed checks against the issue file at the point of encashment. Bank tellers also determine the paying status of an item (e.g., stop payments/holds) prior to encashment. Our Teller Line Positive Pay service also includes payee verification.

We also employ other fraud prevention measures, such as thumbprint programs and fraud detection applications ASI16 and ASI17.

12.8.2.5 The bank shall provide an ELECTRONIC file monthly for each of the 2 low volume accounts and a daily electronic file for the (rfr) high volume account of all cleared (paid) checks, indicating check number, amount and date paid that can be uploaded in the Clerk of the Court automated system. The clerk's office should also be able to view daily the banks on line system each of its accounts as to what checks have cleared.

J.P. Morgan will provide the County with monthly recon data files within five business days after statement cutoff period. Files are delivered by 8:00 a.m. local. Additionally, Payables Web Service will allow the County to inquire and view check data transaction on a daily basis.

12.8.2.6 Monthly bank statements for accounts must be provided ELECTRONICALLY with documentation supporting all entries on the statements within five (5) banking days after calendar month end. The clerk should have daily access to the bank's online system to view the balances of all accounts and any other activity that may occur on the accounts. The clerk should have access to the bank's online system to transfer funds between the clerk's 6 accounts.

Monthly Bank Statements

The Clerk will receive monthly statements for each account from J.P. Morgan. These reports provide a summary of credit, debit and paid check activity for the statement period, and balances at the start and end of the period. The statement then provides a detailed chronological listing of all credit and debit transactions. For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction, and detailed transaction description. The report also provides closing ledger balances.

J.P. Morgan's monthly account statements are available via secure Internet delivery using J.P. Morgan ACCESS thereby providing the Clerk with comprehensive reporting in the most timely and efficient manner. Our Internet statements are identical to the paper statements mailed to clients and are available within 2 to 3 business days after the statement cutoff date.

J.P. Morgan's monthly statements include all transactions posted to the account including all checks paid by check number with paid amount. Internet statements also include images of checks paid during the statement cycle. Correction entries made by J.P. Morgan will be included on the statement as well.

On-line Access to Accounts

J.P. Morgan ACCESS provides balance, transaction and other treasury management information for DDAs at J.P. Morgan. We would be pleased to provide the County a demo of our service. We also have self led demos

available for your convenience via the web, as well as one on one training, as desired.

Balance and transaction information is gathered early each business day for beginning-of-day reporting and throughout the business day on select accounts for current-day reporting. Online historical information is available for up to one year; 10 days is standard. Reports can be viewed online, printed or exported in comma-separated value (CSV) and BAI2 formats. Account balances can be viewed online with drill-down to each transaction. There is an online search that helps to locate payments or other transactions. Results from both can be exported.

Balance Report

Balance reports contain daily balance information, including closing ledger, collected, same-day available balances and total amounts for debits and credits posted to the account. (J.P. Morgan and other financial institution accounts worldwide)

Balance and Transaction Summary Report

Balance and transaction summary reports contain daily balance information, including closing ledger, collected, same-day available balances and total amounts for debits and credits posted to the account, followed by a listing of debit and credit activity for the day. A brief description is provided for each transaction. (J.P. Morgan and other financial institution accounts worldwide)

Balance and Transaction Detail Report

Balance and transaction detail report contain daily balance information, including closing ledger, collected and same-day available balances plus total amounts for debits and credits. In addition, month-to-date, previous-month and year-to-date averages are provided. Detailed listings of credit and debit activity for the day are provided. Detailed descriptions for each J.P. Morgan transaction are displayed and may also be included for accounts at other financial institutions if provided by that institution. (J.P. Morgan and other financial institution accounts worldwide)

Checks-Paid Detail Report

Checks-paid detail reports contain posted check detail activity for current-day and historical periods (J.P. Morgan accounts domiciled in New York, Syracuse, Delaware and Texas/San Angelo). Reports may be sorted by ascending check number or descending dollar amount. (U.S.-based accounts only)

Lockbox Summary Report

Lockbox summary report contains total lockbox deposit and collected amounts, float availability and number of items for each a.m. and p.m. deposit for current day and historical periods. (U.S.-based accounts only)

Lockbox Detail Report

Client-specified remittance detail is provided for lockbox deposits and can include remitter name, deposit location, check number, invoice number, deposit float and other remittance details.

The ACH Initiation module also offers a Batch Report, which contains information about which ACH transactions have been initiated. This report may also be exported in a csv or tab-delimited format.

Account Transfers

J.P. Morgan ACCESS also offers Account Transfer, which allows authorized users to move funds quickly and easily between accounts, build and reuse transfer templates, and access current-day and historical transactions.

- Quick Entry feature allows users to create, save and reuse templates.
- Transfers can be entered 24 hours a day, seven days a week. Transactions that are made after 11:00 p.m. ET will be applied the following business day.
- Provides access to historical information

12.8.2.7 The bank must provide for the necessary printing of deposit slips for the Clerk's all accounts. Deposit slips shall be coded with unique location identifiers, which then shall appear on bank statements.

Deposit tickets and other supplies can be ordered directly from J.P. Morgan. Deposit tickets, endorsement stamps and depository bag fees are handled as a direct debit to your account, while other depository supplies may be charged through account analysis.

Using ULIDs (Unique Location ID's) deposits and other activities are reported to the Clerk by location. For cash and check deposits, the ULID value may be pre-encoded on deposit tickets. (Also see our response to 4.6 for more information on ULIDs.)

12.8.2.8 The bank shall have a strong customer service orientation making personnel available to answer questions pertaining to transactions, which require explanation, and to affect account opening/closing and transfers as required.

J.P. Morgan recognizes the importance of providing premier client service. We take a consultative and team approach in building relationships with our clients. J.P. Morgan's relationship with Maricopa County will be serviced through a relationship team based in Phoenix. The team is made up of professionals who have a variety of expertise. Your assigned relationship team is responsible for all aspects of your relationship with J.P. Morgan.

Tonique Smith is the Clerk's designated client service profession (CSP). She will be the Clerk's primary contact at J.P. Morgan and will be responsible for answering any of your day-to-day questions about your banking and cash management services. As CSP, Tonique is responsible for handling the Clerk of the Court's inquires and issues and will serve as the Clerk's primary advocate at J.P. Morgan.

Tonique is responsible for developing an in-depth understanding of your daily operating processes and proactively addressing issues on a timely basis. She will interact with our operations areas on your behalf to solve any of your inquiries or requests. While serving as the central point of contact for service-related requests, Tonique will have immediate access to your other J.P. Morgan relationship team members as well as operational management contacts in the event an issue or request requires escalation. For each service provided, the Tonique has a detailed matrix of contacts and escalation procedures to expedite resolution. These procedures also include internal service standards to ensure that other J.P. Morgan groups engaged to resolve your issue provide timely responses to you.

There will always be a designated backup available to assist the Clerk of the Court on days when Tonique is not available.

12.8.2.9 The bank shall establish a blanket authorized signature file which will cover all accounts opened at the contracted bank in the name of the Clerk of the Superior Court.

J.P. Morgan is pleased to accommodate this request.

12.8.2.10 The bank shall provide, as selected by the Clerk of the Superior Court, blank check stock, 8½" X 11" MICR/OCR/security paper with multiple security features, check at perforated top portion, single sheet. This contribution is not to be charged back in hard dollars.

Ordering check stock can be coordinated with your client service professional. Check stock can be printed through our vendor to help improve accuracy and guarantee competitive pricing for the Clerk.

12.8.2.11 The servicing ban\k shall provide, as selected by the Clerk of the Superior Court, pre-printed, pre-numbered check stock, 8½" X 11" MICR/OCR/security paper with multiple security features, check at perforated top portion, single sheet for the two (2) low volume (i.e., Fees and Trust) accounts. This contribution is not to be charged back in hard dollars

Ordering check stock can be coordinated with your client service professional. Check stock can be printed through our vendor to help improve accuracy and guarantee competitive pricing for the County.

Deposit tickets, endorsement stamps and depository bag fees, along with other depository supplies, may be charged through account analysis.

12.8.2.12 The bank shall provide Micro Link services.

The J.P. Morgan ACCESS on-line cash management applications integrate information delivery, investment and transaction services, and inquiry tools in a seamless online environment.

J.P. Morgan ACCESS is accessed via the Internet (ISP or high-speed connection). A sophisticated multilayer security system protects the privacy and authenticity of users, data and transactions. ID and password security are employed for reporting and inquiry functions, while encryption and authentication protect value-bearing transactions. Clients maintain local control over user access to functions and accounts using J.P. Morgan ACCESS maintenance features.

- Easy to use—J.P. Morgan ACCESS single sign-on provides seamless access to authorized accounts and functionality, as well as to J.P. Morgan businesses through its Internet portal. The portal's intuitive design and consistent navigation make implementation and use simple and straightforward. Installation is self-guided, loading minimal software to the client desktop, and functionality upgrades are automatically delivered when users sign on to the service.
- Secure and efficient—J.P. Morgan ACCESS is accessed through the Internet (ISP or high-speed connection). A sophisticated multilayer security system protects the privacy and authenticity of users, data and transactions. ID and password security are employed for reporting and inquiry functions, while encryption and authentication protect value-bearing transactions. Clients maintain local control over user access to functions and accounts using J.P. Morgan ACCESS maintenance features.
- Advanced technology and standards—Based on an advanced technology platform and standard interface protocols, J.P. Morgan ACCESS is a single point of access to world-class financial services.
- Broad suite of services—J.P. Morgan ACCESS is a portal with an expanding menu of services across J.P. Morgan Treasury & Securities Services businesses, including Treasury Services, Investor Services and Institutional Trust Services.

- Decision-support interfaces are supported with filtering and export technologies, allowing clients to effectively manage their data.
- Flexibility—Clients select services that support their current business environment while allowing the flexibility to add services as their needs grow.
- Unparalleled service—The J.P. Morgan client services and technical support team is staffed with J.P. Morgan ACCESS specialists to answer questions and diagnose problems 24 hours a day, Monday through Friday.

J.P. Morgan ACCESS features the following services:	
Reporting Services	▪ Cash (including balances, transactions, multibank, checks paid, lockbox, controlled disbursement funding) ▪ Disbursement ▪ Funds transfer ▪ Investment ▪ Cash Concentration ▪ Audit ▪ Search and sort facilities that allow clients to pinpoint transactions and manage data effectively ▪ Export features to facilitate data integration with client accounting and decision-support platforms—data from cash reporting is available for export
Initiation Services	▪ ACH ▪ Wire (J.P. Morgan and multibank) ▪ Investment
Inquiry Services	▪ Check disbursement services (inquiries, stops, revoke stops, photocopies, issues, cancels)

Regular upgrades will be introduced in each of three scheduled releases throughout the year. We would encourage and welcome feedback and suggestions from the County for the Design Team to consider on an ongoing basis.

J.P. Morgan ACCESS is designed with a multilayer security system that protects the privacy and authenticity of users, data and transactions. Access control, user authentication and data protection are employed to maximize security.

- Access control—Client security administrators access the User Setup Forms administration service module to establish and approve end users of the various J.P. Morgan ACCESS cash management services.
- User authentication—To login to J.P. Morgan ACCESS, the user's ID and password are validated. Only those products to which the user has been entitled are presented on the home page. Likewise, the user is limited to the accounts to be accessed.
- Data protection—Industry-standard 128-bit Secure Socket Layer (SSL) encryption helps provide for confidential access and delivery of data and transaction facilities.

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J.P. Morgan was awarded the Best Corporate/ Institutional Information Security Initiatives in both North America and globally for our patent pending solution incorporating RSA SecurID.
– Global Finance 2009

- J.P. Morgan ACCESS is deployed with two levels of security:

  J.P. Morgan single sign-on (ID and password) for access to the J.P. Morgan ACCESS platform and product functions that do not involve the initiation of value-bearing transactions

Digital signature—Authentication for access to functions involving value-bearing transactions or security activities (e.g., wires, ACH) requires SecurID, in addition to user ID and password.

J.P. Morgan ACCESS patented services are provided entirely by J.P. Morgan.

12.8.2.13 The Clerk's Office will not regularly accept foreign checks. However, the bank shall process all foreign checks with fees paid from soft dollars.

The Bank will process any foreign checks deposited by the Clerk's Office with fees paid from soft dollars.

12.8.2.14 The bank shall provide a "primary" interest bearing account for the Clerk of the Superior Court Escrow account. This account will be used for individual court deposits that are ordered by the court to be held in an interest bearing account. The Clerk of the Superior Court will have the ability to add "groups" to this primary account and "sub-accounts" within the each group as necessary. Each deposit will have a unique identification number (generally the cause number) which shall appear in all bank statements.

J.P. Morgan can accommodate this requirement.

12.8.3 DEPOSIT SERVICES

12.8.3.1 All deposits must be credited to the Clerk's ledger balance immediately upon receipt.

Deposits received before the daily cut-off will be credited to the Clerk's ledger balance immediately upon receipt.

The following are the cutoff times for same-day ledger credit for deposits:

Branch Deposits

- Branch deposits — Cutoff times for deposits received at branches differ by location. Local branch management will inform your local representative of all cutoff times during the initial set up of your depository business.
- Branch night drop deposits — 7:30 a.m. local time (select branches offer a second opening in the early afternoon. Local branch management will inform your local representative of all cutoff times during the initial set up of your depository business.)

Vault Deposits

- The standard local cutoff times for the Phoenix vault is shown below:

Deposit Cutoff Time			
Cash-Only Deposit Deadline for Same Day Credit	Mixed (Cash and Check) Deposit Deadline for Same Day Credit	Check-Only Deposit Deadline	Same Day (SD) or Next Day (ND) Credit for Check-Only Deposits
6:00 PM	6:00 PM	6:00 PM	SD

12.8.3.2 The Clerk will take appropriate steps to facilitate the quickest possible collection of deposits by the bank, such as multiple daily deposits when necessary, separation of large items into "special" deposit slips, and immediate notification to the bank of items deserving special handling.

J.P. Morgan understands that the Clerk will take appropriate steps to facilitate the quickest possible collection of deposits by the Bank, such as multiple daily deposits when necessary, separation of large items into "special" deposit slips, and immediate notification to the Bank of items deserving special handling.

12.8.4 CURRENCY AND COIN SERVICES

12.8.4.1 Services shall be provided for currency purchases, coin purchases, coin bags and wrappers, and locking bank bags. The bank must also accept unrolled coin for deposit. The Clerk anticipates making telephone calls from any of its eight (8) locations to the bank, requesting specific operating needs for that location by armored car delivery the following day.

J.P. Morgan offers automated currency and coin purchases (change order services), as well as options to purchase deposit bags. The Bank accepts unrolled coin for deposit, as described below.

Coin Deposits

We accept loose and rolled coin for deposit at vault, banking center and night drop locations. Regular deposits can contain up to $10 in coin. We prefer that larger coin deposits (greater than $10) go to our corporate vaults using the plastic bags specifically made to accommodate large coin deposits. The bags should weigh less than 50 pounds.

There are price incentives for preparing standard coin bags (sorted by denomination into Fed-standard dollar amounts), although we will accept mixed and partial bags as well.

Deposit Bags

Our required deposit bag is a tamper-evident, two-pouch “cash and check” plastic security bag, with one pouch being resealable and the other tamper-evident. One side of the bag must be clear to verify the contents, and the bag number must be bar-coded on the outside of the bag. We also require that you use disposable plastic coin bags for coin deposits greater than $10.

J.P. Morgan provides its clients with access to our own deposit bag vendor at preferred client prices. We have implemented a full-service program for ordering, billing and drop-shipping deposit bags to client locations. Bags may be ordered online at www.chasebags.com or by calling the vendor directly at 866-458-BAGS (866-458-2247) from 8 a.m. to 7 p.m. ET. Additionally, your treasury management officer or client services officer can assist you if you have any questions.

The Clerk can efficiently order deposit supplies online

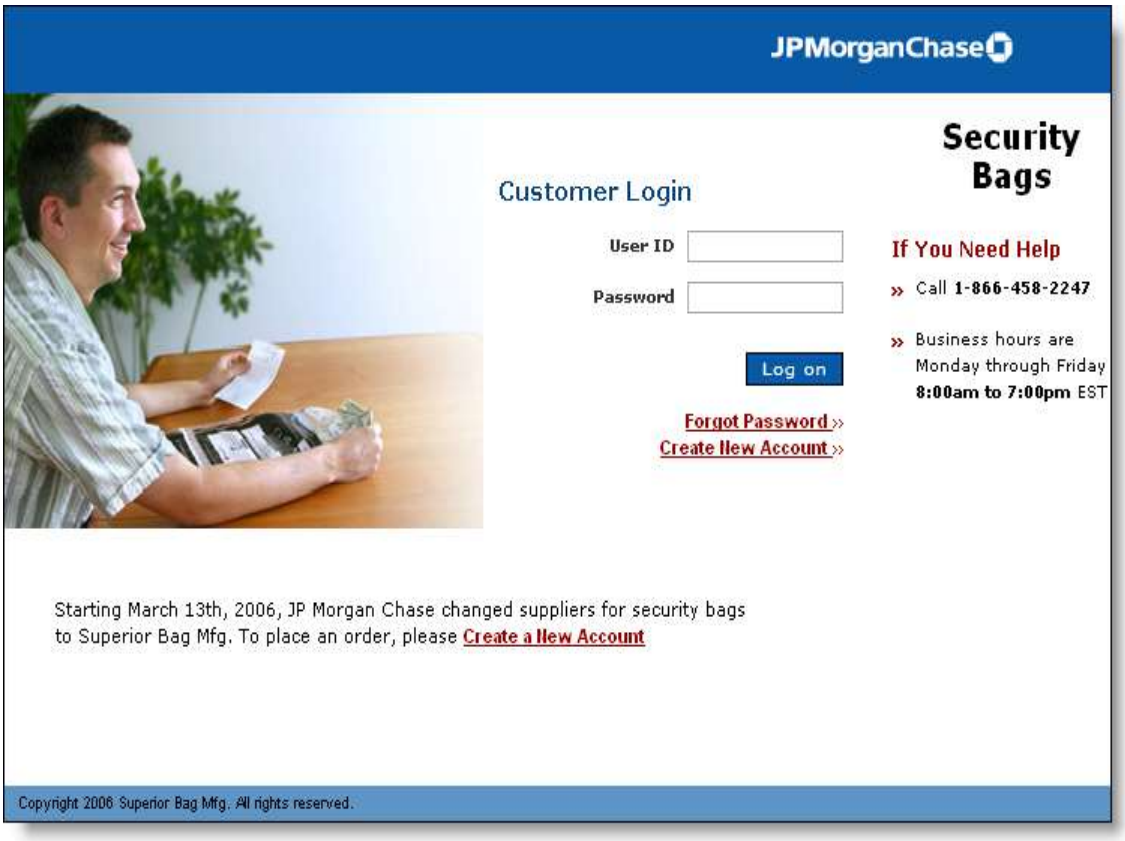

Figure 16

We do not require clients to use the Bank's bags. If clients choose to provide their own bags, our deposit bag specifications and standards of security, strength and durability must be met.

Change Order Services

Yes, J.P. Morgan offers automated coin and currency ordering services (change order services). You may request change orders as the need for coin and currency arises or establish a standing order via the telephone using our voice response unit (VRU) or through the Internet. These options are available through all of our vaults and branch network.

As-needed change orders can be setup 24 hours a day, seven days a week and up to 6 months in advance of the requested delivery date. We guarantee that orders placed prior to 1 p.m. local time will be available for armored carrier pickup by the end of the business day in the vault or ready for pickup the following morning at the specified branch.

A standing order is an established, repetitive order that is prepared for a predetermined amount and delivered on predetermined delivery days (e.g., every Monday and Thursday). The amounts may vary by delivery day, and orders can be delivered daily Sunday through Saturday subject to armored courier service restrictions. Depending on your needs, you can use one or a combination of both of these types of orders.

Change orders will only be released to an approved armored carrier if they are picked up at the vault. Change-order delivery is based on armored carrier

commitments and is typically scheduled for the following day or within two or three days from when the change order was picked up at our vault.

Security begins with J.P. Morgan issuing the County two unique, confidential system access numbers for each of your locations. Access numbers should be kept in a secure place and should be revealed only to authorized staff within your organization. When needed, you can change existing access numbers by contacting your client services officer. We also establish daily order limits both at the relationship and location level based on your credit risk rating. Finally, we designed our blind-order-filling procedures to provide timeliness and accuracy in a highly controlled environment.

The total amount of your change order processed through our automated system is debited from your account at J.P. Morgan on the day the order is provided to your armored carrier or the day before the scheduled branch pickup. All fees related to the change order are billed through our account analysis system.

J.P. Morgan offers automated currency and coin purchases (change order services), as well as options to purchase deposit bags. The Bank accepts unrolled coin for deposit, as described above.

12.8.5 ACCEPT/RETURN

12.8.5.1 The bank shall give credit for stopped, voided, and canceled issues; accept, return and give credit for forged issues whenever returned with a certification of forgery.

J.P. Morgan will give credit for stopped, voided, and canceled issues; accept, return and give credit for forged issues whenever returned with a certification of forgery.

12.8.6 ELECTRONIC SERVICES

12.8.6.1 The bank shall provide electronic services that would include transference of funds between Clerk of Court accounts and between financial institutions.

The Clerk will use J.P. Morgan ACCESS to transfer funds between Clerk of Court accounts by utilizing the Account Transfer module.

J.P. Morgan ACCESS ACH and Wire Transfer modules will give the Clerk the ability to transfer funds between your accounts with other financial institutions.

12.8.6.2 The bank shall provide the Clerk's Office the online ability to review account activity, stop payments, view deposit and disbursement detail.

As discussed above in the response to 12.8.2.12, the Clerk will use J.P. Morgan ACCESS to review account activity, stop payments, view deposit and disbursement detail on-line.

12.8.6.3 The bank shall provide the Clerk of Court the ability to obtain bank account statements for ninety (90) days.

As discussed above in the response to 12.8.2.6, the Clerk will have the ability to retrieve bank account statements online for up to 7 years through J.P. Morgan ACCESS.

12.8.7 PROCESSING PROCEDURES

Some services that the Clerk of the Court may require from the bank are:

12.8.7.1 Reading invoices with payments and the pay information loaded to an electronic listing that can be transmitted on line.

J.P. Morgan can provide the Clerk with reading invoices with payments and the pay information loaded to an electronic listing that can be transmitted on line.

12.8.7.2 Sure-pay check services.

As discussed above in the response to 12.8.2.4, the Clerk will have the ability to utilize our Positive Pay Service via Payables Web Services (PWS) module.

Our positive pay service is designed to provide additional fraud control for our clients. With this service, you electronically transmit each day all of the items issued against your controlled disbursement account(s). The Bank processes the daily checks-presented information against your input file and generates an exception report on a next-day basis identifying all items that are paid with mismatched or no issue information on file.

We have enhanced positive pay service to confirm the payee name on the face of the check. This can be done by simply modifying your current check issue file to include the payee name.

When you log on, PWS provides a list of items on which we need your pay or return instructions. You can click on the check number of each item to view images of the front and back of the check. You can select either the pay or return button for each item (or select the pay all or return all button) and submit the decision to J.P. Morgan. You will receive an online confirmation indicating that your submission was successful. The confirmation can be saved electronically to your computer or printed for future reference. No special software is needed.

12.8.7.3 Providing the printing and mailing of restitution checks.

J.P. Morgan has been in the print and dispatch business for more than 20 years. Throughout this time, we have served the needs of clients across a large number of industries. We offer print-to-mail services for checks and advices with file submission through direct transmission or internet upload via PWS. J.P. Morgan offers a solution for generating transactions that allows you to streamline operations and reduce expense by transferring many of the tasks involved in payments initiation and reconciliation from your office to us.

We also offer solutions for clients to submit consolidated payments files whereby clients can send a single file to J.P. Morgan with instructions for wire transfers, checks, ACH and foreign exchange transactions (as described earlier in our PaySource section and in Appendix 10). We offer flexible format options that include EDI and proprietary file formats to enable efficient interfaces between your systems and our treasury systems.

J.P. Morgan's check printing platform features include:

- Simplified check templates for accounts payable, payroll, royalty, dividend and Explanation of Benefits documents. We offer our simplified templates that provide a quicker and lower-cost implementation.
- A postal net barcode provides processing efficiencies with the U.S. Postal Service, which translates into postal discounts for your mail expense.
- Check paper stock that provides image-survivable security features, such as coin reactive mark, simulated watermark, and micro-printing.
- Our check print product integrates with our suite of fraud prevention services whereby we can automatically generate and apply check issuance data including payee name to our systems, eliminating the need for clients to separately submit check issuance data on these transactions to the Bank.

12.8.8 The following is a summary.

12.8.8.1 Billing court orders: For individuals paying by time payment (e.g., criminal financial obligations, fee deferrals, etc.), the Clerk's Office may invoice the debtor each month. The billed debtor may pay:

12.8.8.2 By mail, through a lock box or to a general address of the Office of the Court

J.P. Morgan will provide retail and/or wholesale lockbox services at the request of the Clerk of Courts.

12.8.8.3 By electronic funds transfer from his/her accounts

As discussed in Section 4.8, J.P. Morgan's ACH Receiver Services (Electronic Lockbox) is a payment collection product that electronically collects consumer, corporate and government-initiated bill payments generated by PC Banking and other online bill payment services. ACH Receiver Services consolidates all payments into one single accounts receivable file. Daily remittance files can be routed directly to the Clerk so you will quickly and easily identify the paying party. Funds would be settled daily to the Clerk's operating bank account at J.P. Morgan. In addition to accepting payments from multiple sources, J.P. Morgan is able to perform additional editing routines to assure the Clerk of accurate and timely processing of accounts receivable data.

12.8.8.4 To any receipting office of the Clerk of the Court

J.P. Morgan can accept payments received by the Clerk's office into the lockbox or as a standard banking center or vault deposit. The Clerk's Office can arrange to have the payments couriered to the lockbox facility on a daily basis. Also, as discussed in *12.4 Imaging at the Treasure's Office* above, J.P. Morgan offers several options to capture payments at the clerk's office including Virtual remit, IDD and POP,

12.8.8.5 Via use of telephone initiated transfer

J.P. Morgan will process payments received by the Clerk via telephone initiated transfer.

12.8.8.6 Receipting funds from lock box: The Clerk's Office expects to have the bank scan the coupons through their lock box service. The coupons can be scanned due to a new OCR-A scan line proposed to be printed on the bill. The electronic information (data transmittal over a phone line) of scanned bills will be given to the Clerk's Office to update payment information.

J.P. Morgan will provide retail and/or wholesale lockbox services at the request of the Clerk of Courts.

12.8.8.7 Disbursing of monies to the payee: The methods of making disbursements to a payee would be through a check mailed to a payee or electronic funds transfer to the payee's account.

J.P. Morgan acknowledges that there are two methods for disbursing monies to a payee. The Clerk can:

- Write and issue a check drawn from the proper J.P. Morgan account; or
- Use J.P. Morgan ACCESS to initiate an electronic funds transfer to the desired payee's account.

12.8.9 USAGE REPORT:

The bank shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

Accessing account information is paramount for tracking activity and maintaining control. The County will have the ability to access bank statements, account information and account analysis statements online through the J.P. Morgan ACCESS portal. J.P. Morgan provides secure access to all account activity.

See Appendix 5 for the Account Analysis Statement Guide.

12.8.10 TAX:

No tax shall be levied against labor. It is the responsibility of the bank to determine any and all taxes and include the same in proposal price.

J.P. Morgan acknowledges and will comply.

12.8.11 DELIVERY:

It shall be the bank's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the bank fails to make delivery and any price differential will be charged against the bank.

J.P. Morgan acknowledges its responsibility for the delivery of the services as set forth in our response. In the event the J.P. Morgan fails to deliver those services as set forth in our response, J.P. Morgan will work with the Treasurer to establish a mutually agreeable resolution in such cases.

12.8.12 EVALUATION OF CRITERIA – SELECTION FACTORS:

A Proposal Analysis Committee shall be appointed, chaired by the Office of Procurement Services, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed order of importance.

12.8.12.1 Core banking services

12.8.12.2 Additional banking services

12.8.12.3 Cost of services.

12.8.12.4 Signing Bonus (Payable to Maricopa County Office of Procurement Services)

J.P. Morgan acknowledges Maricopa County's evaluation criteria, selection factors and Proposal Analysis Committee process.

We welcome the opportunity to make presentations to the Evaluation Committee, as well as any other means by which we can answer questions or otherwise clarify our offer to Maricopa County.

THE ARIZONA REPUBLIC

Date: Tuesday, August 03, 2010
Location: PHOENIX, AZ
Circulation (DMA): 389,701 (13)
Type (Frequency): Newspaper (D)
Page: B4
Keyword: JPMorgan Chase

Chase bank gives $1 mil to 2 Phoenix communities

Plan aims to combat economic inequality

By Emily Gersema
THE ARIZONA REPUBLIC

JPMorgan Chase is spending $1 million on two Phoenix neighborhoods to address poverty, unemployment and low graduation rates.

Mary Martuscelli, president of JPMorgan Chase in Arizona, said residents and organizations in the two neighborhoods, Central City South, in the area southwest of downtown, and Golden Gate, near 39th Avenue and McDowell Road, were asked to pitch solutions for improving the quality of life in their neighborhoods.

Residents brainstormed and drafted a detailed plan with input from local organizations and businesses so their communities could earn the bank's support, which will be distributed through 20 or more grants this year.

"The neighborhood has to own it," Martuscelli said of the community-improvement effort. "If it's just a business or foundation coming in with a plan, it's not going to be a long-term, sustainable plan."

Martuscelli said similar large-scale, neighborhood-focused improvement efforts have been supported by JPMorgan Chase in other major cities such as Denver and Houston.

Many neighbors in Central City South, a community that stretches southeast of Buckeye Road and Central Avenue to the Durango curve of U.S. 60/Interstate 17, worked with leaders of the non-profit group Phoenix Revitalization Corporation for their community's "Qualify of Life Plan." It includes projects such as planting community gardens and providing job training and computer classes and tutoring.

The Golden Gate Community Center has coordinated meetings at which residents and business partners came up with steps to boost their quality of life.

Ideas included building relationships with the police and neighbors, expanding parks and green space and strengthening parents' relationship schools in the Isaac Elementary School District.

Lydia Lee, vice president of philanthropy for JP Morgan Chase in Arizona, said the bank is working with the communities to network with government, business and non-profit groups that can help the communities achieve their goals.

Some partners are the Arizona Community Foundation, Local Initiatives Support Corporation, St. Luke's Health Initiatives, The Lodestar Foundation, Valley of the Sun United Way and city leaders.

Reach the reporter at emily.gersema@arizonarepublic.com.

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J.P.Morgan

Appendix 2 – Advisory Solutions

STRATEGIC CONSULTING AND ADVISORY SERVICESFOR GOVERNMENT CLIENTS

The Chase Treasury Services Advisory Solutions team offers strategic consulting and advisory services to its most valued government clients. Through leveraging the firm's treasury management experience, knowledge of government best practices and access to industry resources, a highly trained team of experts acts as your strategic advisors in the areas of:

- Treasury structuring, visibility and control
- Working capital optimization
- Organizational and operating efficiency and cost reduction
- Spend and supplier segmentation
- Risk management

WHAT SETS CHASE APART

- Access to Expertise —Accomplished local leadership, exceptional bankers and service professionals
- Steadfast Relationships —Successful partnerships built on understanding your business and thoughtful advice
- Delivering Results —Comprehensive financial services, global scale and local delivery
- Financial Integrity —A financial institution with a strong capital position and fiscal responsibility

TREASURY MANAGEMENT EXPERIENCE

Our advisors have expertise in the following areas:

- Working capital management
- Best practices payables/receivables
- Peer/industry benchmarking
- Liquidity and investment
- Global cash management
- Cash flow forecasting and workflow management
- Centralization structures
- Mergers and acquisitions
- Bank operations/process

ADVISORY PROCESS

Our advisors will work with you to understand your strategic needs using a five-step process:

- Discover –Identify stakeholders. Understand your situation and identify needs.
- Gather –Execute review through flexible data gathering framework.
- Analyze –Review your information based on areas of expertise. Validate and quantify opportunities and return on investment (ROI).

J.P.Morgan

- Recommend –Design and recommend a realizable solution. Design 'to-be' environment.
- Implement –Develop and implement solutions in partnership with other Chase resources.

BEST PRACTICE: BENCHMARKING

Government clients can optimize their treasuries by benchmarking their working capital performance, and comparing the results to their defined peer group.

By understanding their Days Receivables Outstanding (DRO) and Days Payables Outstanding (DPO), agencies can demonstrate areas of efficiency and identify opportunities for improvement.

By utilizing publicly available information, your Chase advisor will complete a working capital performance analysis and provide a roadmap to optimization.

J.P.Morgan

James Lock, CTP
Vice President, J.P. Morgan Treasury & Securities Services
401 9th Street N.W., Floor 06
Washington, DC, 20004-2163, United States
Work Phone: 757-440-2725
Fax: 603-719-3238
Email: james.f.lock@jpmchase.com

James Lock is a Vice President with J.P. Morgan Treasury & Securities Services. As a senior advisor on the Treasury Services Advisory Solutions team, James works with his partners in sales and product to develop treasury solutions designed specifically to meet the strategic needs of public sector clients. His areas of specialty and expertise include transparency and control, cost reduction, risk mitigation, and constituent satisfaction, all key challenges that face public sector organizations.

James has over 19 years of treasury and consumer banking experience, with 10 years in relationship management and business development. He has held a number of positions within the firm including in the public sector relationship management, business development and solutions development areas. Prior to joining J.P. Morgan in 2000, James began his career at Bank of America, quickly advancing to develop technology-based treasury solutions for the U.S. federal government, including several closed-loop, card-based payment systems. In addition, he oversaw major enhancements to the U.S. federal government's merchant processing platform and managed the government's successful transition from an outsourced vendor to an in-house platform.

An industry expert, James has presented on such topics as migrating to digital images, the electronification of transit fare payments from an issuer's perspective, contactless and mobile payments and business continuity in a catastrophe. Recent speaking engagements include at the Payment Card Center Workshop, Smart Card Alliance Payments Summit and the Government Finance Officers Association Annual Conference. He also contributed to a paper on radio frequency identification (RFID) for government decision makers.

A graduate of Regent University, James holds a BS in Organizational Leadership and Management and is also a Certified Treasury Professional. He is an active member of the Association for Financial Professionals (past president of the Hampton Roads Virginia chapter), and the Smart Card Alliance Contactless and Mobile Payments Council (current secretary) as well as a former member of the National Electronic Commerce Coordinating Council RFID Work Group and The Association for Work Process Improvement (past president of Mid-Atlantic chapter).

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Treasury Services Technology

Image Transmission Format

Version 1.1

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Table of Contents

1. **Introduction**
2. **Structure of folder and files**
3. **Content in folder and files**
4. **Winzip**

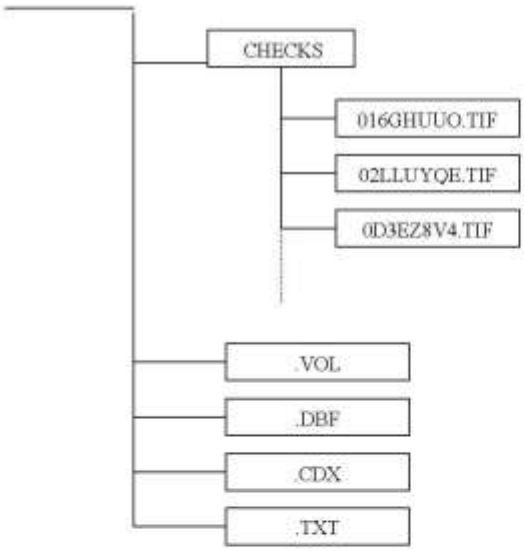
1. **Introduction:**

The following is the standard image file transmission format we can provide to customers transmission on a daily, weekly or monthly basis.

2. **Structure of Folder and Files**
3.

The structure in which the check information is written to the image transmission file is explained below.

- The transmission has one folder and four files in its base directory.
  - CHECKS (folder)
  - .VOL, .DBF, .CDX, .TXT (files)



3. **Content in Folder and Files**

The CHECKS folder has the check images in a tiff format. Each tiff file has 2 pages, which the front and back (black and white) check images in it. The compression used for the tiff images is CCITT G4 compression.

Content in Files

In addition to the above-mentioned folders there are four additional files (.VOL, .DBF, .CDX, and TXT)

- The .DBF file has the details of the check images. It is a FoxPro table file and contains the information of each check located in the CHECKS folder. The contents of this table are as given below.

Column No.	Name	Type	Description
1	RTN	Varchar	Routing number
2	ACCOUNT	Number	Account number
3	CHECK_NUM	Number	Check number
4	AMOUNT	Number	Amount of the check
5	FILENAME	Varchar	Name of the tiff file which has check information front/back.
6	FILENAME2	Varchar	This is an obsolete field. (Previously it had the backside of the image. Now both the front and the back are in the same tiff file)
7	FPAGE_NUM	Number	Front page number of the check (Usually 0 for front view of the image)
8	BPAGE_NUM	Number	Back page number of the check (Usually 1 for the back view of the image)
9	SIZE	Number	Size of the relevant tiff file.
10	FILETYPE	Varchar	"CHK" for checks
11	FILEFORMAT	Varchar	Format of the file (TIFF in this case)
12	VOLUME	Varchar	Volume name of the checks
13	CYCLE	Varchar	Cycle information of the checks

14	PRESENT_DATE	Date (mm/dd/yyyy)	Paid date of the check
15	ROLL	Number	This field is only relevant to the microfilms. Roll is the roll number of the microfilm.
16	LOCATION	Number	This field is only relevant to the microfilms. Location is the index of an image within the ROLL.

- The .VOL is the volume file, which contains the summary of the checks volume. The contents of this table are as given below:

VOL_ID	The Volume ID is the unique identifier of each CD-ROM.
CYCLE	The Cycle ID represents the period which is defined by the client and could include multiple volumes (or multiple compact disks).
PROD_DATE	This is the production run date.
TOT_CHECKS	This is the number that specifies the total number of checks in the CEHCKS folder.
TOT_OTHER	Total other specifies the count for other file types
TOT_TEXT	This is the count for the total number of report on the CD-ROM
DESCRIPTION	Description is the text that has the information about the CD. It can have any text.

- The .CDX file is the index file to the check items in the .DBF file. This is a FoxPro index file.

- The .TXT file also has the detail of the check images. It is a text file and contains the information of each check located in the CHECKS folder

Column No	Name	Description
1	PAID DATE	Paid Date of Check
2	ACCOUNT NUMBER	Account Number
3	CHECK NUMBER	Check Number
4	CHECK AMOUNT	Check Amount
5	ABA	Routing Number
6	TIFF FILE	Tiff Image File Name
7	TIFF SIZE	Tiff Image File Size in bytes
8	CYCLE CD ID	Unique CD Rom Cycle Identifier
9	TYPE	Image Type: CHK, STMT
10	UNUSED	-

4. <u>Winzip</u>

All the files and folder are zipped together with Winzip prior to transmission to customer.

Date	Premium Managed ECR	Target Fed Funds	91-Day Treasury Bill
Aug 2008	1.30%	2.00000%	1.77484%
Sep 2008	1.15%	2.00000%	1.48750%
Oct 2008	1.00%	1.56452%	0.85129%
Nov 2008	0.60%	1.00000%	0.41150%
Dec 2008	0.45%	0.61290%	0.04758%
Jan 2009	0.45%	0.25000%	0.11806%
Feb 2009	0.45%	0.25000%	0.28732%
Mar 2009	0.45%	0.25000%	0.25613%
Apr 2009	0.45%	0.25000%	0.18467%
May 2009	0.45%	0.25000%	0.17742%
Jun 2009	0.45%	0.25000%	0.17317%
Jul 2009	0.45%	0.25000%	0.18903%
Aug 2009	0.45%	0.25000%	0.17952%
Sep 2009	0.45%	0.25000%	0.13317%
Oct 2009	0.45%	0.25000%	0.08403%
Nov 2009	0.45%	0.25000%	0.06183%
Dec 2009	0.45%	0.25000%	0.05581%
Jan 2010	0.45%	0.25000%	0.06903%
Feb 2010	0.45%	0.25000%	0.09643%
Mar 2010	0.45%	0.25000%	0.14403%
Apr 2010	0.40%	0.25000%	0.15467%
May 2010	0.40%	0.25000%	0.15919%
Jun 2010	0.40%	0.25000%	0.12067%
Jul 2010	0.40%	0.25000%	0.15677%
Average	**0.5362%**	**0.4983%**	**0.3078%**

CHASE

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TREASURY SERVICES

Account Analysis Statement Guide

Portrait Format Statement

JPMorgan

Account Analysis Statement Guide

This guide is intended to provide information to help you understand each section of your Account Analysis statement(s). All balance terms, column headings and summary line items are defined in detail with clear cross references.

Information About Statements

Each month, you will receive a detailed Account Analysis statement for your account. If you have multiple accounts, you will receive a summary Account Analysis statement for your entire billing relationship in addition to a detailed Account Analysis statement for each individual account.

Detailed Account Analysis Statement

The detailed Account Analysis statement contains three sections:

- **Balance Analysis**
  A concise monthly and average year-to-date summary of your average balances, service charges, and earnings allowance. This summary provides a step-by-step review of how your investable balance and earnings allowance were calculated.
- **Service Analysis**
  A review of all services used during the month and the resulting service charge and balance equivalent. Services are grouped by product family.
- **Adjustment Pages**
  To provide summary and detailed information related to your historical adjustments and financial impacts to your bill.

Summary Account Analysis Statement

The summary Account Analysis Statement contains four sections. In addition to the Balance Analysis, Service Analysis and Adjustment Analysis sections, the summary Account Analysis statement also contains a Relationship Account Summary, which is a list of all accounts included in your relationship summary.

Account Analysis Definitions and Formulas

Balance Analysis

Summarizes your average monthly and year-to-date balances, service charges and earnings allowance. It provides a step-by-step review of how your investable balance and earnings allowance were calculated. In the following descriptions, the term "month" refers to the number of calendar days the account is open within the month.

1. **Account Number/Group Account Number:** The demand deposit account (DDA) number for this statement. For groups, the account number designated to represent a group of accounts in a relationship.
2. **Page Numbers:** Each page of the analysis is numbered consecutively and also reflects the total number of pages in the entire statement.
3. **Statement Period:** The beginning and ending date of the statement.
4. **Contact:** Your JPMorgan Chase relationship manager or the department managing your relationship.
5. **Account Number:** The number of the individual or group DDA covered by this Balance Analysis section.
6. **Average Ledger Balance:** The net sum of the daily positive and negative ledger balances for the month, divided by the number of days in the month. The balance of the last preceding business day is used for weekends and holidays.
7. **Less Average Float:** The difference between the average ledger balance and average collected balance for the month. JPMorgan Chase assigns float on deposited items based on our published availability schedules.
8. **Average Collected Balance:** The net sum of the daily positive and negative collected balances for the month, divided by the number of days in the month.
9. **Average Negative Collected Balance:** The sum of the daily negative collected balances for the month, divided by the number of days in the month. This balance is used in determining the negative collected balance fee, which also appears in the Service Analysis section of your statement.
10. **Average Positive Collected Balance:** The sum of the daily positive collected balances for the month, divided by the number of days in the month.
11. **Less Reserve Requirement:** The portion of the DDA balances that must be set aside by the bank to meet reserve requirements. This amount is not available to offset service charges.
12. **Average Investable Balance:** The sum of the average positive collected balances, less reserve requirements (less loan compensating balances, if applicable). This is the balance on which the earnings credit rate (ECR) is applied.
13. **Balances Not Eligible for Earnings Allowance:** The portion of the investable balances that does not receive earnings credit.
14. **Balances Eligible for Earnings Allowance:** The portion of the investable balances that receives earnings credit.
15. **Less Balance Required:** Balance required to offset the current month's balance-based service charges.
16. **Excess (Deficit) Investable Balance:** The excess or deficit in balances remaining after the balances required to offset the current month's balance-based service charges have been deducted.
17. **Reserve Adjustment Collected:** The reserve adjustment is used for determining the collected balance position after offset of service charges. For excess investable balances, the reserve adjustment represents surplus reserves based on excess collected balances. For deficit investable balances, the reserve adjustment represents additional reserves based on deficit collected balances.
18. **Net Collected Balance Position:** The net collected balance position is the sum of the investable balance and the reserve adjustment. For excess balances, these positive collected funds are available to your company to meet other corporate obligations. For deficit balances, this is the additional positive collected balance required to offset all service charges.
19. **Earnings Credit Allowance:** The calculated value of balances maintained during the month, which can be used to offset balance-based service charges. The ECR is displayed on each corresponding detailed DDA statement.
20. **Total Charge for Services:** The sum of the charges for services rendered. This amount is detailed in the Service Analysis section. Will be either:
21. A. **Net Charge for Services:** Amount due for services after deducting the total charge for services from the earnings credit allowance where the result is negative.

    B. **Net Service Credit:** Amount of excess credit remaining after the total charge for services has been deducted from the earnings credit allowance where the result is positive.
22. **Service Charge Amount:** Net charge (total service charge after offset of earnings allowance), which will be debited from DDA you have specified (or invoiced, if applicable).

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JPMorgan Chase Bank, N.A.

1 Group Account: 111 12345678901

2 Page 1 of 27

3 NOV 1 through NOV 30, 2006

ABC COMPANY
123 MAIN ST
CITY ST ZIP

4 Contact: John Smith

Account Analysis Statement

5 Group Account: 111 12345678901 GROUP ACCOUNT

Balance Analysis

		This Period	Average Year to Date
6	Average Ledger Balance	739,811.19	739,811.19
7	Less Average Float	-231,849.63	-231,849.63
8	Average Collected Balance	507,961.56	507,961.56
9	Avg Negative Collected Balance	-16,381.16	-16,381.16
10	Avg Positive Collected Balance	524,342.72	524,342.72
11	Less Reserve Requirement	-52,434.24	-52,434.24
12	Average Investable Balance	471,908.48	471,908.48
13	Bal Not Eligible - Erng Allow	200,000.00	200,000.00
14	Bal Eligible - Earnings Allow	271,908.48	271,908.48
15	Less Balance Required	-2,614,424.63	-2,614,424.63
16	Excess/(Deficit) Investable Balance	-2,142,516.15	-2,142,516.15
17	Reserve Adjustment-Collected	-238,057.35	-238,057.35
18	Net Collected Balance Position	-2,380,573.50	-2,380,573.50
	Service Charge Calculation		
19	Earnings Credit Allowance	715.72	715.72
20	Total Charge for Services	-4,107.87	-4,107.87
21	Net Charge for Services	-3,392.15	-3,392.15
22	**Service Charge Amount**	**3,392.15**	

Service Charges Will Be Debited From Account 111 12345678901

Service Analysis

Provides a review of all services used during the month, product volumes, and the resulting service charge and balance equivalent. Services are grouped by product family.

1. **Account Number/Group Account Number:** The DDA number for this statement. For groups, the account number designated to represent a group of accounts in a relationship.
2. **Page Numbers:** Each page of the analysis is numbered consecutively and also reflects the total number of pages in the statement.
3. **Statement Period:** The beginning and ending date of the statement.
4. **Account Number:** The number of the individual or group DDA covered by this Service Analysis section.
5. **Service:** This column lists all services used during the month. Services are grouped by product family.
6. **Number of Units:** This column displays total volume for each service used.
7. **Unit Price ($):** The price per unit of service is displayed. If accounts within a relationship analysis have different pricing for the same service, the services will be listed at each price for that service.
8. **Charge for Service ($):** This column displays the total charge for each service.
9. **Balance Required ($):** The balance required to offset the current month's balance-based service charges. This amount is calculated by dividing the total charge for services by the ECR, then multiplying by the number of days in the year, and dividing by the number of days in the month.
10. **Total Charge for Services ($):** This amount represents the sum of all charges for services rendered during the month.
11. **Summary of Accounts:** The list of all accounts included in your relationship.

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JPMorgan Chase Bank, N.A.

Group Account: 111 12345678901

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ABC COMPANY

JPMorganChase

JPMorgan Chase Bank, N.A.

1 Group Account: 111 12345678901

2 Page 3 of 27

4 ABC COMPANY
Group Account: 111 12345678901 GROUP ACCOUNT

3 NOV 1 through NOV 30, 2006

Service Analysis

5 Service	6 Number of Units	7 Unit Price	8 Charge for Service	9 Balance Required
Automated Clearing House				
ACH Credit Received	31	0.2000	6.20	3,945.93
ACH Debit Received	12	0.2000	2.40	1,527.46
ACH Addenda Records	9	0.0300	0.27	171.83
TTPS Federal Tax Payments	20	5.0000	100.00	63,644.29
TTPS Fed Monthly Report	1	15.0000	15.00	9,546.64
Reconciliation Services				
CD ROM Media	1	50.0000	50.00	31,822.14
CD ROM Maintenance	1	50.0000	50.00	31,822.14
Check Image File Item	1562	0.0400	62.48	39,764.95
Information Services				
CM Stop Payment Initiation	1	12.0000	12.00	7,637.31
CMFW Detail Reporting 1ST Acct	1	125.0000	125.00	79,555.38
CMFW Detail Rpt Addl Acct	5	55.0000	275.00	175,021.81
10 **Total Charge for Services**			**4,107.87**	**2,614,424.63**

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JPMorgan Chase Bank, N.A.

Group Account: 111 12345678901

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ABC COMPANY
Group Account: 111 12345678901 GROUP ACCOUNT

NOV 1 through NOV 30, 2006

11 Summary of Accounts Included In Analysis

111	12345678901	111	56789011234	111	90112345678
111	23456789011	111	67890112345	111	01123456789
111	34567890112	111	78901123456	111	11234567890
111	45678901123	111	89011234567		

Adjustment Pages

Summarizes your financial impacts related to adjustments processed during this period, as well as re-states your balance analysis post the adjustments processing.

1. **Deposit/Group Account Number:** The demand deposit account (DDA) for this statement. For groups, this is the account designated to represent a group of accounts in a relationship.
2. **Page Numbers:** Each page of the analysis is numbered consecutively and also reflects the total number of pages in the entire statement.
3. **Statement Period:** The beginning and ending date of the statement.
4. **Financial Recap:** This section will list any historical periods that were impacted by adjustments and Net Adjustment Amount.
5. **Billing Account:** The DDA account number that is assessed with the net service charge amount.
6. **Cycle Date:** The month and year of the adjusted historical period.
7. **Settlement Date:** The date the service charges were due.
8. **Previous Net Charge for Service:** The service charge amount last assessed for the reported period.
9. **Adjusted Net Charge for Services:** The service charge amount after the adjustment is applied.
10. **Net Charge/Credit for Service Adjustment Amount:** The difference between the previous and adjusted Net Charge for Services.
11. **Historical Adjustment Summary:** Refer to page 2 for descriptions of each field. This section will show your previous balance information as well as your adjusted balance information, which is after all adjustments were processed for this cycle.

JPMorganChase

1 Group Account: 111 12345678901

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3 NOV 01 through NOV 30, 2006

ABC COMPANY

Adjustment Pages

4 Financial Recap

5 Billing Account: 111 1234567890

6 Cycle Date	7 Settlement Date	8 Previous Net Charge for Services	9 Adjusted Net Charge for Services	10 Net Charge / Credit for Services Adjustment Amount
AUG 2006	08-31-2006	3,446.12	3,449.69	-3.57
SEPT 2006	09-30-2006	0.00	0.00	0.00
TOTAL				-3.57

11 Historical Adjustment Summary

Group Account: 111 DDA 12345678901
AUG 01 through AUG 31, 2006

Description	Rate Previously Reported	Balance Information Previously Reported	Rate Adjusted Reported	Balance Information Adjusted Reported
Average Ledger Balance		334,912.38		334,912.38
Less Average Float		-31,377.48		-32,377.48
Average Collected Balance		303,534.90		302,534.90
Less Reserve Requirement		-30,353.48		-30,253.48
Average Investable Balance		273,181.40		272,281.40
Less Balance Required		-1,098,543.27		-1,093,112.60
Excess (Deficit) Invest Bal		-825,361.87		-820,831.20
Reserve Adjustment Collected		-91,705.87		-91,203.46
Net Collected Balance Position		-917,058.74		-912,034.66
Service Charge Calculation				
Earnings Credit Allowance		1,120.39		1,116.82
Total Charge for Services		-4,566.51		-4,566.51
Net Charge for Services		3,446.12		3,449.69

ADJUSTED ACCOUNTS INCLUDED

111 DDA 12345678901

11 Historical Adjustment Summary

Group Account: 111 DDA 12345678901
SEPT 01 through SEPT 30, 2006

Description	Rate Previously Reported	Balance Information Previously Reported	Rate Adjusted Reported	Balance Information Adjusted Reported
Average Ledger Balance		366,989.18		366,989.18
Less Average Float		-48,708.03		-49,208.03
Average Collected Balance		318,281.15		317,781.15
Less Reserve Requirement		-31,828.10		-31,778.10
Average Investable Balance		286,453.03		286,003.05
Less Balance Required		-131,564.26		-125,183.62
Excess (Deficit) Invest Bal		154,888.77		160,819.43
Reserve Adjustment Collected		17,209.86		17,866.82
Net Collected Balance Position		172,098.63		178,688.25
Service Charge Calculation				
Earnings Credit Allowance		962.94		959.49
Total Charge for Services		-443.30		-452.30
Net Credit for Services		519.64		507.19

ADJUSTED ACCOUNTS INCLUDED

Adjustment Pages *(continued)*

Details your balance and volume/pricing adjustments. Information includes change to original transaction and impact to charge for service.

1. **Deposit/Group Account Number:** The demand deposit account (DDA) for this statement. For groups, this is the account designated to represent a group of accounts in a relationship.
2. **Page Numbers:** Each page of the analysis is numbered consecutively and also reflects the total number of pages in the entire statement.
3. **Statement Period:** The beginning and ending date of the statement.
4. **Adjusted Cycle Date:** The month and year of the adjusted historical period.
5. **Account Number:** The DDA to which a balance adjustment has been applied.
6. **Date Posted:** The date we processed the balance adjustment.
7. **Start Date:** The first date during the month reported that the balance adjustment is effective.
8. **End Date:** The last date during the month reported that the balance adjustment is effective.
9. **Collected Balance Adjustment Amount:** The dollar amount of the balance adjustment.
10. **Impact to Average Balance:** The balance adjustment amount multiplied times the number of effective days than divided by the total number of days in the period.
11. **Impact to Earnings Allowance:** The amount that is added or subtracted from the Earnings Allowance as a result of this balance adjustment. This amount does not reflect reserve requirements.
12. **Impact to Net Charge/Credit for Services:** The amount that is added or subtracted from the Net Charge/Credit for Services as a result of this balance adjustment. This amount does not reflect reserve requirements.
13. **Product Family/Origin Code and Service:** The product family or Lockbox number, if applicable and the service description.
14. **Unit Price:** The price per unit of service is displayed.
15. **Number of Units:** The total volume for each service.
16. **Charge for Services:** The total charge for each service.

JPMorganChase

JPMorgan Chase Bank, N.A.

1 Group Account: 111 12345678901

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ABC COMPANY

3 NOV 01 through NOV 30, 2006

Adjustment Pages

Balance Adjustment Detail

4 AUG 01 through AUG 31, 2006

6 Date Posted	7 Start Date	8 End Date	9 Collected Balance Adjustment Amount	10 Impact to Average Balance	11 Impact to Earnings Allowance	12 Impact to Net Charge/Credit for Services
5 111 DDA 12345678901						
11-10-2006	08-01-2006	08-31-2006	-1,000.00	-1,000.00	-3.57	-3.57
Total AUG 2006						**-3.57**

SEP 01 through SEP 30, 2006

Date Posted	Start Date	End Date	Collected Balance Adjustment Amount	Impact to Average Balance	Impact to Earnings Allowance	Impact to Net Charge/Credit for Services
111 DDA 12345678901						
11-10-2006	09-01-2006	09-30-2006	-1,000.00	-1,000.00	-3.45	-3.45
Total SEPT 2006						**-3.45**

Volume/Pricing Adjustment Detail

4 SEP 01 through SEP 30, 2006

13 Product Family/Origin Code and Service	14 Unit Price	15 Number of Units	16 Charge for Services	
5 111 DDA 12345678901				
Account Services				
Checks Paid	.5000	10	5.00	Original
	.4000	10	4.00	Adjusted
			-1.00	
	Impact to Net Charge/Credit for Services is -1.00			
Account Maintenance	40.0000	1	10.00	Original
	40.0000	2	20.00	Adjusted
			10.00	
	Impact to Net Charge/Credit for Services is 10.00			
TOTAL	**SEP 2006**		**9.00**	

Account Analysis Definitions and Formulas

This listing of terms and definitions is provided so that you can easily review how the Account Analysis figures were calculated.

Average Collected Balance: The net sum of the daily ending positive and negative collected balances for the month, divided by the number of days in the month. The average collected balance is the average ledger balance, less average float.

Average Float: The difference between the average ledger balance and the average collected balance for the month. JPMorgan Chase assigns float on deposited items based on our published availability schedules.

Average Investable Balance: The average positive collected balance, less reserve requirement (less loan compensating balances, if applicable). This is the balance on which the ECR is applied.

Average Ledger Balance: The net sum of the daily positive and negative ledger balances for the month, divided by the number of days in the month.

Average Negative Collected Balance: The daily negative collected balances for the month, divided by the number of days in the month. This balance is used in determining the negative collected balance fee.

Average Positive Collected Balance: The daily positive collected balances for the month divided by the number of days in the month.

Average Year to Date: The balance analysis line calculations averaged for the calendar year. When an account is opened during the year, this column represents the average since the account was opened.

Balance-Based Service Charges: Service charges that can be offset by the earnings credit allowance.

Balance Required: Balance required to offset the current month's balance-based service charges. This amount is calculated by dividing the total charge for services by the ECR, then multiplying by the number of days in the year and dividing by the number of days in the month.

Balances Brought Forward: For accounts on a settlement cycle other than monthly, this represents the excess balances carried over from prior months to be accumulated within the current month.

Balances Taken Forward: For accounts on a settlement cycle other than monthly, this represents the excess balances accumulated within the analysis cycle, which will be carried over to the next month.

Charges Brought Forward: For accounts on a settlement cycle other than monthly, this represents the amount of service charges carried over from prior months to be accumulated within the analysis cycle.

Charges Taken Forward: For accounts on a settlement cycle other than monthly, this represents the amount of service charges accumulated within the analysis cycle, which will be carried over to the next month.

Collected Balance: Ledger balance less float.

Credit Requirement: If required, the collected balance that must be maintained for credit services. The balance has been adjusted by the DDA reserve amount.

Earnings Credit Allowance: Calculated value of balances maintained during the month, which can be used to offset balance-based service charges. This amount is calculated by multiplying the average investable balance, times the ECR, times the number of days in the month, divided by the number of days in the year.

Earnings Credit Rate: The rate used to value your average investable balance.

Excess (Deficit) Earnings Allowance: Difference between the earnings credit allowance and the balance-based service charges.

Excess (Deficit) Investable Balance: The excess or deficit in balances remaining after the balances required to offset the current month's balance-based service charges have been deducted.

FDIC Assessment: A pass-through fee based on each $1,000 of the monthly average ledger balance, times the current premium rate.

Fee-Based Service Charges: Service charges that cannot be offset by the earnings credit allowance.

Impact to Average Balance: The balance adjustment amount multiplied times the number of effective days then divided by the total number of days in the period.

Impact Earnings Allowance: The amount that is added or subtracted from the Earnings Allowance as a result of balance adjustments.

(continued)

Impact to Net Charge/Credit for Services: The amount that is added or subtracted from the Net Charge/Credit for Services as a result of any adjustments.

Invoice: The first page of the analysis statement designates when service fees are to be paid by invoice versus direct debit. The analysis invoice is the first page of the analysis statement.

Ledger Balance: End of day balance after all accounting entries (debits and credits) have posted to your account.

Net Charge for Services: Amount due for services after deducting the total charge for services from the earnings credit allowance where the result is negative.

Net Collected Balance Position: The net collected balance position is the sum of the investable balance plus the reserve adjustment. For excess balances, these positive collected funds are available to your company to meet other corporate obligations. For deficit balances, this is the additional positive collected balance required to offset all service charges.

Net Service Credit: Amount of excess credit remaining after deducting the total charge for services from the earnings credit allowance where the result is positive.

Reserve Adjustment Collected: The reserve adjustment is used for determining the collected balance position after offset of service charges. For excess investable balances, the reserve adjustment represents surplus reserves based on excess collected balances. For deficit investable balances, the reserve adjustment represents additional reserves based on deficit collected balances.

Reserve Requirement: The portion of the DDA balances that must be set aside by the bank to meet reserve requirements. This amount is not available to offset service charges, and is calculated by multiplying the average positive collected balance by the current reserve requirement rate.

Service Charge Amount: Service charge that will be debited from (or invoiced to, if applicable) the DDA you have specified.

Settlement Date: When the analysis billing period is greater than one month, this represents the day for which the analysis billing cycle will be complete. For example, a quarterly billing cycle may have a settlement date of March 31 on the January analysis statement.

Total Charge for Services: Sum of the charges for services rendered.

Total Net Services: The net charge for services, plus or minus balances/charges brought forward.

Unit Price: Price per unit of service.

If you have any questions about your new statement, please call your banker, treasury management officer or client services contact.

JPMorgan Treasury Services
jpmorgan.com/ts

The services and charges contained in the account analysis statements in this guide are provided for illustrative purposes and may differ from a client's actual services and charges.

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JPMorgan Chase Bank, N.A. Member FDIC

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Instructions for Completing a Pledgee Agreement & Authorization List

Please retain a blank copy of the Pledgee Agreement for future use and a copy of the completed form for your records.

Please **type or print in ink** the following information in the appropriate sections of the form

- **Please list the name of your entity,** as it appears on your statements, on the blank line in the first sentence. (e.g. We, the "Town of Plainville")

- **Pledgee number** is the four-character identifier that begins with an alpha character, is assigned by the Federal Reserve Bank, and can be found on your statement as the Institution ID. If this is a request to open a new account, please write "NEW".

- **To allow substitution of collateral**, check the box **YES** to permit financial institutions that pledge collateral to you to replace or substitute collateral at the same or greater current value (par for par) without your having to approve each transaction:
  - Replacement collateral must be deposited the same day that the request to release the collateral is made. At no time are you at risk of being under-collateralized. No collateral will be released without a qualifying substitution or your approval.
  - FRB staff will calculate the current book value of the replacement collateral and ensure that it is of equal or greater value to the collateral it is replacing.
  - A Pledgee Activity statement will be sent to you as notification that a substitution has been completed.

  - Select **NO** to approve each and every individual transaction.

- **Call-back procedure** refers to the number of Authorized Individuals who must approve a release of collateral. By checking the box for three-party call-back, you are indicating that one individual from your organization can initiate a collateral transaction and that same person can also verify the transaction. By checking the box for four-party call-back, you are indicating that two individuals from your organization are required for every approval: one individual can initiate the transaction but a second must verify it. (In both cases, the other two parties are Federal Reserve individuals.)

- **Name, title, signature, fax and telephone numbers** of each individual authorized to release securities pledged to this public entity and held in a joint custody account at the Federal Reserve Bank. This list will be used to verify the authenticity of instructions to release pledged securities. Please provide at least three names and as many additional people as you need to accommodate vacations, illness, turnover, etc. Please list them in the order you prefer they be contacted.

Instructions for Completing a Pledgee Agreement

(page 2 of 2)

- **Signature, name, and title of the officer who is authorized** to designate the listed individuals. We recommend that the officer not be included on this list as one of the persons authorized to release securities. By signing this form, the officer authorizes the individuals listed to release pledged securities. This signature must be notarized.

- **Notary Information with seal** must be obtained to validate the authenticity of the signature of the approving officer.

- **Please Return the completed Pledgee Agreement to:**

  National Collateral Management Group
  Email – NCMG@jpmorgan.com
  Or Fax 1-614-248-5099

If you have questions or require assistance, please call a 888-333-8340.

You can view Operating Circular 7 at the following web address:
www.frbservices.org/OperatingCirculars/pdf/Oc7.pdf

Rev 05/16/2003

FEDERAL RESERVE BANK
OPERATING CIRCULAR 7

APPENDIX C: CUSTODY AGREEMENT FOR BOOK-ENTRY SECURITIES

This Appendix sets forth the terms under which this Bank holds Book-Entry Securities in custody for the benefit of a state or local government or unit thereof to which the securities have been pledged. Unless otherwise agreed in writing between this Bank and a Pledgee, this Appendix applies only to Book-Entry Securities pledged for the purposes specified in Paragraphs 4.3.2(a) (ii) of this Operating Circular ("Circular"). This Appendix constitutes an agreement, as described in the Applicable Regulations, regarding the security interest of a non-Participant in Book-Entry Securities held by a Participant on the books of this Bank. Each Reserve Bank has issued an Appendix C to Circular No. 7 identical to this one.

1.0 DEFINITIONS

In addition to the terms defined in the Circular, the terms defined in this Paragraph have the following meanings when used in this Appendix.

(a) **Applicable Regulations** means the regulations of issuers of Book-Entry Securities listed in Appendix A to this Circular.

(b) **Collateral Transaction** means the pledge of Book-Entry Securities by a Pledgor to a Pledgee; the release of Pledged Securities to a Pledgor; or the substitution of the same par value amount of new Pledged Securities for existing Pledged Securities that are released to the Pledgor.

(c) **Pledged Security** means a Book-Entry Security that is held in a Restricted Securities Account.

(d) **Pledgee** means the state or local government or unit thereof, to which Book- Entry Securities have been pledged.

(e) **Pledgor** means the Participant that has pledged the Book-Entry Securities.

2.0 GOVERNING LAW

2.1 The Bank provides custodial services in accordance with Paragraph 4.3.2(a) (ii) of the Circular and this Appendix. The Bank's rights and obligations in providing custodial services pursuant to this Appendix are governed solely by the Circular, this Appendix, and the Applicable Regulations.

2.2 Pledgor and Pledgee warrant that a pledge of Book-Entry Securities marked on the books of the Bank under the provisions of this Appendix is in accordance with applicable law. If any provision of any bond, security or pledge agreement between Pledgor and Pledgee, or any subsequent waiver, modification or amendment of such agreement, imposes any duties on this Bank that are inconsistent with the provisions of this Appendix, the provisions of this Appendix govern. Provisions of state law that are inconsistent with, or in addition to, the provisions of this Appendix are not binding on this Bank unless otherwise agreed in writing.

2.3 Under the Applicable Regulations, the security interest of a Pledgee is perfected by this Bank's marking the security interest on its books, and the security interest has priority over any other interest in the Pledged Securities, other than a security interest of the United States.

3.0 ESTABLISHMENT OF RESTRICTED SECURITIES ACCOUNT

3.1 This Bank will establish a Restricted Securities Account for the benefit of a Pledgee once the Pledgee has agreed to the terms of this Appendix and has provided such other

information as may be required by the Bank. Existing Pledgees may be required to execute a new agreement with the Bank but, in the absence of such new agreement, are deemed to have agreed to the provisions of this Appendix by continuing to hold Pledged Securities with the Bank. Forms for this purpose are available from the Bank.
3.2 By initiating a Collateral Transaction, a Pledgor agrees to all the provisions of this Appendix, as amended from time to time.

4.0 COLLATERAL TRANSACTIONS

4.1 A Collateral Transaction is initiated by the Pledgor and, except for the pledge of new Pledged Securities, requires the prior approval of the Pledgee or its authorized representative. Collateral Transaction requests and Pledgee authorizations are subject to verification procedures the Bank specifies from time to time.
4.2 If a Pledged Security is unacceptable as collateral to a Pledgee, the Pledged Security will not be released to the Pledgor without the authorization of the Pledgee. The Bank assumes no responsibility to determine if a Pledged Security is acceptable to the Pledgee.
4.3 A Pledgee may provide the Bank with written standing instructions to permit substitutions of like par value amounts of Pledged Securities without the consent of the Pledgee. A substitution transaction involving a lesser par value amount of Pledged Securities requires Pledgee authorization for the release of Pledged Securities. In the case of a substitution involving a pay-down Book-Entry Security, par value refers to the outstanding book value of the securities at the time of a substitution transaction.
4.4 The Bank issues a confirmation to the Pledgee and the Pledgor for each Collateral Transaction. The confirmation is conclusive evidence of the Collateral Transaction reflected therein.

5.0 INTEREST PAYMENTS AND OTHER PROCEEDS

5.1 Pursuant to Paragraph 9.2 of the Circular, the Bank credits payments of interest on the Pledged Securities to the Pledgor until the Bank receives (i) a written certification from the Pledgee or its authorized representative that the Pledgor is in default under any underlying pledge or security agreement between the Pledgor and the Pledgee, and (ii) written instructions directing the Bank to hold the interest payments. The Bank holds the interest payments in a non-interest-bearing account until collected in accordance with Paragraph 6 of this Appendix.
5.2 The Bank holds proceeds of Pledged Securities (other than interest payments) in a non interest-bearing account, pursuant to Paragraph 4.3.3 of the Circular, until: (a) Pledged Securities are deposited in substitution for the proceeds or the proceeds are released in accordance with Paragraph 4 of this Appendix; or (b) the proceeds are collected in accordance with Paragraph 6 of this Appendix.

6.0 COLLECTION OF PLEDGED SECURITIES AND PROCEEDS

6.1 If the Pledgee or its authorized representative certifies in writing to the Bank that the Pledgor is in default under any underlying pledge or security agreement between the Pledgor and the Pledgee, and certifies that the Pledgee has satisfied any notice or other requirement to which the Pledgee is subject, the Pledgee may instruct the Bank in writing to transfer specific amounts and issues of Pledged Securities and, if applicable, specific amounts of interest payments or other proceeds of Pledged Securities not previously credited to the Pledgor or otherwise released, to designated accounts on the books of this Bank or another Reserve Bank.

6.2 Promptly after receiving such certifications and instructions, the Bank will make the transfer instructed by the Pledgee.
6.3 The Bank is not required to obtain the consent of the Pledgor for any such transfer and assumes no responsibility for determining the validity of a Pledgee's declaration of the Pledgor's default or of the underlying pledge or security agreement between the Pledgor and the Pledgee.

7.0 PROHIBITED ACTS
7.1 Notwithstanding any other provision of this Appendix or the Circular to the contrary, the Bank is not required to perform any act directed or required by the Pledgee if the Bank is prohibited from performing the act by law or by court order.

8.0 LIMITATIONS ON BANK'S LIABILITY AND DUTIES
8.1 The Bank is liable only for the actual direct loss sustained by a Pledgee or Pledgor proximately caused by the Reserve Bank's failure to exercise ordinary care or act in good faith in performing its duties under this Appendix. In no event shall the Reserve Bank be liable for consequential, indirect, incidental or special damages (including lost profits), however derived, and regardless of whether the Reserve Bank has been informed of the possibility thereof. Both the Pledgee and the Pledgor release and forever discharge the Bank from all other claims, demands, and liability of the Pledgee or the Pledgor, or both, in connection with the Bank's performance of its duties under this Appendix and indemnify the Bank for any claims of other parties, including costs of litigation and reasonable attorneys' fees, with respect to Pledged Securities held by the Bank.
8.2 In particular, but not exclusively, the Bank has no duty to:
(a) act as escrow agent or in any other capacity not expressly provided for in this Appendix;
(b) determine the validity of the pledge of securities by the Pledgor to the Pledgee, including whether any required bond, pledge, or security agreement has been executed;
(c) monitor the value of a Pledged Security, or the declining book value of a pay-down Pledged Security subsequent to its pledge, or ensure that the type, amount, or value of a Pledged Security is that which is required under state or local law;
(d) verify ownership, validity, or legality of the Pledged Securities;
(e) pay assessments as provided under state or local law;
(f) give notice of maturity, call, exchange offer, or the like, affecting the Pledged Securities;
(g) carry insurance against loss of the Pledged Securities; or
(h) inquire into the existence or continuance of the powers or authority of a public official who is the Pledgee or is acting for the Pledgee or the successors in office to or any person represented to the Bank as authorized to act on behalf of the Pledgee. However, the Bank may require a certificate from the proper authority showing that the public official, or any person represented to the Bank as authorized to act on behalf of the Pledgee, is and continues to be so authorized.

9.0 DISPUTES
In the event of notice of a conflicting claim with respect to Pledged Securities, the Bank may hold the Pledged Securities, including interest and proceeds, pending settlement of the dispute either by agreement of the parties or by order of a court of competent jurisdiction.

10.0 TERMINATION OF AGREEMENT OR PLEDGE SECURITIES ACCOUNT

10.1 The Bank or the Pledgee may terminate this Agreement and close any Restricted Securities Account established under this Appendix by giving not less than 30 calendar days advance written notice of termination to the other party and to the Pledgor.

10.2 The Bank may release Pledged Securities held by the Bank to the Pledgor at the end of the 30-day period. However, if, within the 30 day period, the Bank (a) receives written instructions from the Pledgor to otherwise dispose of the Pledged Securities and (b) the Pledgee's separate written approval thereof, the Bank will dispose of the Pledged Securities in accordance with these instructions.

10.3 If, by reason of a merger or otherwise, a Pledgor's Book-Entry Securities account is transferred to another Reserve Bank, the Pledged Securities held by this Bank will be transferred to the other Reserve Bank, with 30 calendar days prior notice to affected Pledgees. If Pledged Securities are transferred to this Bank pursuant to this provision, this Bank will hold the Pledged Securities pursuant to the terms of this Appendix and the existing Pledgee Agreement with the transferor Reserve Bank but may require a new Pledgee agreement.

11.0 FEES

The Pledgor shall pay any fees for services provided under this Appendix, as announced by the Bank from time to time.

12.0 AMENDMENT

The Reserve Banks reserve the right to amend this Appendix at any time without prior notice.

Operating Circular No. 7 Effective August 19, 2005

CONTINUING DEPOSIT SECURITY AGREEMENT

THIS AGREEMENT is entered into as of this _____day of _____, 200 ___, by and between the _____ ("Customer"), and **JPMorgan Chase Bank, N.A.** ("the Bank").

RECITALS

A. From time to time Customer, for investment and business purposes, makes deposits of money with the Bank; and

B. Although such deposits are generally eligible for FDIC insurance coverage, such coverage is limited for the funds of each public unit, as that term is defined by applicable law.

C. In consideration of the deposits made by Customer with the Bank, Customer and the Bank desire to enter this Agreement granting Customer a security interest in certain Collateral hereinafter defined to afford Customer greater protection.

NOW, THEREFORE, in consideration of the Customer's depositing its funds with the Bank and as security for the repayment of those deposits, the parties agree as follows:

1. OBLIGATIONS. The obligations subject to this Agreement, hereinafter referred to as "Obligations", are the accounts held in the following name: _____.

2. GRANT OF SECURITY INTEREST - COLLATERAL. To secure the Obligations described above, the Bank hereby grants to the Customer security interest in and assigns and pledges assets, hereinafter referred to as ("Collateral"). The Bank represents that its Board of Directors has passed a resolution authorizing and approving the execution and delivery of contracts with the United States, individual states, and any political subdivisions thereof ("Public Units") providing for the deposit of public funds with the Bank and the pledge of collateral by the Bank to the Public Unit and further authorizing and approving the execution and delivery of all related contracts between the Public Units and the Bank, including without limitation, assignments, pledge agreements and security agreements; that such resolution is reflected in the Minutes of the Bank's Board of Directors; and that a copy of this Continuing Deposit Security Agreement shall be maintained as an official record of the Bank.

3. LOCATION OF COLLATERAL. The Bank agrees to deliver and place the Collateral with the Federal Reserve Bank, hereinafter referred to as "Trustee", as a book entry item in the name of the Customer as the secured party. Evidence of such transaction will be forwarded to the Customer promptly after

the transaction occurs, in no event later than one (1) week from the execution of this Agreement.

4. BANK REPRESENTATIONS, WARRANTIES AND PROMISES. The Bank further represents, warrants and agrees:

   a) The Bank has full power and authority to enter into this Agreement.

   b) The Bank is the owner of the Collateral, or if the Bank is not the owner, the owner has agreed to execute a Hypothecation Agreement granting a security interest in the Collateral in consideration of the Customer's deposits.

   c) The Bank agrees that the total aggregate market value of the Collateral pledged to the Customer, pursuant to this Agreement, shall be continually maintained at the amount equal to or greater than 102 percent of the Obligations of the Bank to the Customer which exceed the sum of the Federal Deposit Insurance Corporation's Insurance limitation. Customer shall notify Bank of significant changes in the amount of Customer's deposits, at which time Bank will pledge additional or release excess securities. (Bank will voluntarily monitor the market value of pledged securities on a daily basis.)

   d) If the Bank shall desire to sell or otherwise dispose of any one or more of the securities constituting part of the Collateral deposited with the Trustee, it may substitute for any one or more such securities other securities of the same current par and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it is desired; provided, however, that the aggregate market value of all Collateral pledged hereunder shall be at least equal to the amount of Collateral required hereunder.

   e) The Bank shall be entitled to income on securities held by the Trustee, and the Trustee may dispose of such income as directed by the Bank without approval of the Customer, provided a breach of contract does not exist.

   f) This Agreement will continuously, from the time of its execution, remain part of the official records of the Bank.

5. EVENTS OF BANK DEFAULT. The Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions which continue to exist for a period of ten (10) days after Customer has served the Bank with a notice generally describing said defaults:

   a) Failure to comply with any of the requirements of Subparagraph 4 above or any other provisions of this Agreement;

   b) Non-payment of any of the Obligations when due or non-performance of any promises made by the Bank in this Agreement;

   c) Insolvency of the Bank;

   d) The appointment of a receiver for any part of the Bank.

6. RIGHT OF CUSTOMER UPON BANK'S DEFAULT. In the event of a default by the Bank, in addition to all the rights and remedies provided in Article 9 of the Uniform Commercial code and any other applicable law, the Customer may (but is under no obligation to the Bank to do so) sell, assign and deliver the whole, or any part of the Collateral or any substitutes thereof or additions thereto, in a commercially reasonable manner and with right to purchase the Collateral at any public sale. Out of the proceeds of any such sale Customer may deduct its actual damages and reasonable costs and expenses of sale incurred as a result of Bank's default, accounting to Bank for the remainder, if any, of such proceeds or collateral remaining unsold.

7. CUSTOMER REPRESENTATIONS, WARRANTIES, AND PROMISES. Customer further represents, warrants and agrees:

   a) Customer has full power and authority to enter into this Agreement.

   b) Customer will comply with the terms of any other agreements it may have with the Bank which govern the Obligations.

   In the event that Customer fails to comply with any of its promises herein, or any of its representations is untrue or any of its warranties is breached, or if any of the Obligations are subjected to service of process, including but not exclusively, a writ of execution, then Bank may immediately terminate this Agreement.

8. LAW GOVERNING. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the District of Columbia applicable to agreements made and to be wholly performed in such state.

9. TERMINATION OF THE AGREEMENT. Customer or the Bank may terminate this Agreement by giving written notice of termination to the other party which notice is effective when received by the other party. The rights and liabilities of the parties under this Agreement survive any termination of the Agreement until all Obligations have been satisfied in full.

10. NOTICES. All notices and other communications shall be sent to the

CUSTOMER:

Name: _____

Address: _____

_____

City/State: _____

BANK:

Name: **JPMorgan Chase Bank, N.A.**

Address: _____

_____

City/State: _____

11. ASSIGNS. This Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Customer and the Bank and their respective successors and assigns. No portion of this Agreement may be assigned without the expressed written consent of the other party, and any assignment must comply with all provisions of Paragraph 4c.

IN WITNESS WHEREOF the parties have signed this Agreement as of this day and year first above written.

CUSTOMER: List of Accounts:

_____

BY: _____

_____
Title

BANK:

JPMorgan Chase Bank, N.A.

BY: _____

_____
Title

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Appendix 7 – Chase Payroll Card

For those Maricopa County employees who would like the convenience of cost savings of direct deposit and electronic access to their funds, but do use direct deposit, J.P. Morgan offers the Chase Payroll Card Program. The card is funded through the County's existing ACH direct deposit process. The County will benefit from reduced risks and costs. Your employees will benefit from avoiding check cashing fees, immediate access to their funds, and reduced fear of carrying large sums of cash.

How it Works

Funds will be electronically deposited into Chase Payroll Card accounts. Cardholder accounts will be established and maintained by J.P. Morgan, using standard National Automated Clearing House Association (NACHA) Preauthorized Payment and Deposit (PPD) file formats replicating the same process as direct deposit. The services are supported by a consumer-owned asset account – an actual bank account owned by the cardholder, offering the full protection of Federal Reserve Regulation E and FDIC insurance for their funds.

Chase Payroll cards will be issued in the name of the employee. Funding of card accounts will only be permitted via ACH. Cardholders will have 24 hour access to deposited balances at ATM locations and Point-of-Sale (POS) locations throughout the world. Cardholders will be supported 24 hours per day, 7 days per week by professionally trained Customer Service Representatives (CSRs) including support from our Voice Recognition Unit (VRU) for automated assistance for balance inquiries and transaction details. Access to customer service support including our Internet-based cardholder Website is provided in both English and Spanish.

Cardholders will be fully protected by Regulation E, FDIC and Visa's Zero Liability protection providing coverage to cardholders for unauthorized transactions. As a result, our solution ensures that every cardholder is protected individually by Regulation E and FDIC up to $250,000.

Implementation Process

J.P. Morgan has demonstrated our ability to successfully manage and deliver a timely completion of program implementation by developing and implementing similar debit card programs. Our Implementation Plan is designed and developed utilizing Microsoft Project. This plan is updated periodically based on complete deliverables throughout the implementation cycle.

Training Materials

Maricopa County staff will be provided with well developed training and support materials. As we have successfully delivered for other Private and Public sector programs, J.P. Morgan will provide an agenda for training sessions, samples, and descriptions of training materials. A sample of our User Refererence training guide is illustrated to the right.

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Supporting Your Staff

Central Support Unit (CSU)

Your staff assigned to administer the program will have access to J.P. Morgan's Central Support Unit (CSU). It provides a method to report problems or issues, and to obtain specific assistance about the J.P. Morgan system. Our CSU operates 24 hours per day, 7 days per week and is also available via a dedicated email address. This dedicated group is staffed with subject matter experts, and allows your personnel to request services, assistance or escalation of debit card specific issues

No Hardware and Software Required

Our Solution for debit card service does not require the installation of any software, hardware or equipment. All hardware and software required for account creation, management and transaction processing is maintained by J.P. Morgan.

Reporting Features

Maricopa County staff will be able to view, print or download reports that allow authorized users to monitor participation and actively manage its debit card program. Reporting provided by J.P. Morgan is available via our secure Internet based Agent Service Center. Our monthly and on-demand reporting provides your team with a powerful tool for program management.

Many reports available through the Agent Service Center are real-time report queries and are available at any time via the Internet. Reports are available in an on-screen viewable format (e.g., HTML or PDF) as well as downloadable in a CSV format for importing into other applications such as Excel or Access.

Additionally, monthly reporting will address four main areas: accounts, transactions, card issuance and customer service. In order to adhere to regulations related to cardholder privacy, we will provide these reports at an aggregate level.

Several reports are available for download using our online Agent Service Center as either a report that can be printed or downloaded as a CSV file so the data can be imported into other software programs such as Excel or Access.

Using the Chase Payroll Card

Using the personalized Chase Payroll Card is easy. Employees can easily access their pay at Automatic Teller Machines (ATMs), Internet shopping and retail locations, including department stores and restaurants, around the corner or around the world.

Retail Purchases and Cash Back

Employees will have the ability to purchase goods and services at more than 30 million retailer locations that accept Visa debit worldwide, and receive cash back at participating debit merchant locations with purchase for PIN debit transactions, giving them convenient, alternatives to access their deposited funds.

Extensive ATM Access

In addition to using Chase debit cards at merchants, cardholders will be able to withdraw cash at virtually any ATM throughout the world as long as it is a Visa/Plus ATM. There are over 900,000 ATMs globally.

Surcharge-free ATM Access

Our solution offers a considerable number of locations where employees can withdraw their funds without paying an ATM surcharge. There are currently more than 50,000 locations nationally where Chase debit

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cardholders can avoid ATM surcharges. Surcharge free access is available at all Chase and Allpoint ATMs. The Allpoint network provides extensive ATM access throughout the country, including both urban and rural areas. Allpoint ATMs are located in many convenience stores, gasoline service stations, restaurants and discount stores that often are open longer than banks and where cardholders are likely to visit on a regular basis.

Cardholder Enrollment

J.P. Morgan offers two methods to accomplish cardholder enrollment; batch file enrollment or online, real-time enrollment via our Internet-based Agent Service application. These two methods may be used interchangeably.

Secure Cardholder Website

J.P. Morgan offers our cardholders the ability to access detailed account information via a secured Website.

The My Account Website enables cardholders to review their detailed account information and to have Internet access directly to customer service representatives. Information available for cardholders with online access includes:

- Account deposit information
- Account balance inquiries
- Account statement reviews
- Account transaction inquiries
- Ability to change PINs
- Ability to print transaction history
- Ability to download account activity
- Ability to interact with CSRs

Cardholders select their own unique User ID and Password once card account activation is completed.

Electronic Loading of Funds

Upon receipt of an electronic ACH transmission file, J.P. Morgan will import the ACH payment transaction file and post funding to individual cardholders accounts. Our process is consistent with the standard process currently used by most entities for direct deposit recipients and allows J.P. Morgan to meet timeliness requirements. As part of our implementation process we will test and verify that the process matches your current direct deposit method.

Our enrollment process will provide an employee specific ABA routing and account number for each new account. All debit card ACH deposit files are loaded electronically in accordance with NACHA Operating Rules.

J.P.Morgan

File Management Services

Client Connectivity Overview

J.P.Morgan

Created June 2008

Version 2.4
Revised Dec 2009

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I. Introduction

Thank you for choosing J.P. Morgan for your Treasury and/or Securities Services needs. This document will assist you in understanding the various data transmission options we offer. Additionally, it will provide summary information regarding the telecommunications methods, security protocols, and implementation support available in order to establish a secure connection for your company.

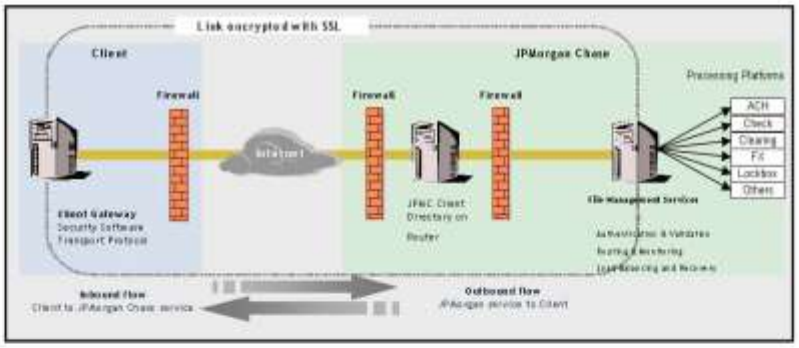
Once security and connectivity protocols have been confirmed, our Transmission Specialist will provide a Connectivity User Guide that will provide detailed instructions to support your implementation.

II. Overview:

J.P. Morgan (JPM) provides clients with a comprehensive data communication service which leverages industry standard message formats, open network protocols, and advanced security techniques that ensure reliable, two-way exchange of data between your system and the Bank's transaction processing platforms.

We recognize how critically important system connectivity and data transmissions is to your business. Our File Management Services platform is highly secure, scalable and incorporates geographically diverse redundancy—virtually resulting in 24x7x365 connectivity to/from any region around the globe.

In general, our File Management Services offers two types of connectivity; Managed Internet Services and Managed Private Network.



From a Security perspective, we use globally recognized standards, such as SSL, SSH, PGP, IP SEC, HMAC and other techniques to encrypt and authenticate your data; keeping our commitment to always preserve the security and privacy of your information.

Managed Internet Services	Managed Private Network
sFTP	IP VPN
FTPs	VANS
AS2	SWIFTNet FileAct
HTTPS	Frame Relay

We are firmly committed to providing you with the highest level of service. We offer dedicated technical experts for setup/testing, a 24x7 HelpDesk available and active monitoring of data transmission, including notification of transmission failures.

III. Getting Started

In general, our Implementation process is very structured and highly interactive. To help set your expectations, we have summarized our process into the following 6 steps, and included some common information you will need to know for each step:

Step 1: Confirm Contacts

It is important for you to designate an IT person within your company who can act as liaison with our J.P. Morgan Transmission Specialist. This person is generally in an IT or Operations discipline, and is very familiar with your company's security policies and procedures. Moreover, this person should be the person who will be responsible for implementing the preferred connectivity option. Additionally, this person should be assigned entitlements to perform these responsibilities by the Security Administrator your company has designated for your other J.P. Morgan Treasury Services.

Step 2: Determine Connectivity

Let us know which data transmission and security protocols you prefer. If you are not sure, or want to discuss options, our Transmission Specialist will be available to answer any questions. We will provide you with our Transmission Services Connectivity User Guide document at the beginning of the project, which will provided your contact with additional details necessary to implement the chosen transmission & security protocols.

Step 3: Installation

All Internet equipment, encryption software or communication lines will need to be installed by your company. For Managed Private Network (e.g., VPN) implementations, JPM will supply equipment or work with your company to connect client side hardware with JPM hardware. In order to facilitate the timeliest setup, we recommend each of these components be installed prior to your J.P. Morgan File Management Service implementation begins.

Step 4: Partner Key Management

Your designated Security Administrator will need to provide the Bank with your public security keys/certificates. Upon successful authentication of each key, our Transmission Specialist will contact you to promote the keys into production.

Step 5: User Acceptance Testing

Testing cycles will depend upon the connectivity option chosen and the number and type of J.P. Morgan services your company has enrolled. Testing is generally under estimated, so please be sure to allow sufficient time for your/our resources to conduct multiple end-to-end test cycles, including positive and negative use cases. We recommend not finalizing your target implementation date until at least one successful end-to-end test has occurred.

Step 6: Production Implementation

Your target production implementation date will be confirmed during testing. Once we have completed tests successfully, our Transmission Specialist will transition your client profile and associated security keys into production. Additionally, we will update our Implementation Log with any notable information which may assist us in servicing your needs in the future.

NOTE: Once Step 2 is completed, our Transmission Specialist will provide tentative target dates, with estimated duration for each dependent activity. However, as a matter of practice, we refrain from committing to specific target dates until entering User Acceptance Testing (Step 5). Standard turnaround times may range from 3-5 weeks following Step 1.

IV. Connectivity Options

Managed Internet Services

J.P. Morgan's File Management Services employs public key infrastructure (PKI) security in accordance with approved American National Standards Institute (ANSI) standards for all Internet connections to/from the Bank.

The PKI digital certificates provide authentication, confidentiality, non-repudiation and data integrity. A combination of public and private keys keeps data secure and private. JPM will accept either a self-signed key or a key supplied by an industry- recognized certificate authority.

You can exchange data with J.P. Morgan using any number of options. To help choose the right option for your company, or to get ready for your implementation, we have included some information for each option below.

FTP / SSL

Description: FTP/SSL (FTPs) requires the exchange of SSL certificates with JPM in concert with the RFC2228 standard. J.P. Morgan supports FTP encryption with a secure socket layer (SSL) session for automatically scheduled and manual initiated file transmissions sent to and from JPM.

Requirements include:

- ✓ TCP/IP network interface
- ✓ FTP software supporting the RFC2228 standard for FTP over an SSL session (SSL Key)
- ✓ The use of PGP, GPG or the use of the existing SSL key for data security
- ✓ Public keys will need to be provided to J.P. Morgan
- ✓ Note: FTP without SSL (aka "Open FTP") is not a secure protocol, exposing transmission authentication credentials, thereby introducing data security and regulatory compliance risks. As a result, JPM requires all clients use a secure transport protocol.

Secure FTP (SSH)

Description: J.P. Morgan supports Secure FTP encryption with SSH certificates for file transmissions sent to and from JPM.

Requirements include:

- ✓ TCP/IP network interface
- ✓ FTP client software supporting the SSH standard
- ✓ The use of PGP or GPG for data security
- ✓ Public keys will need to be provided to J.P. Morgan. RSA keys only

AS2

Description: AS2 connectivity provides secure and assured file transfer over the Internet, and relies on encryption and authentication using digital certificates, plus message distribution notification to ensure the integrity of the data transferred.

Requirements include:

- ✓ Running a Drummond Group® Certified AS2 platform; and must handle SSL server-side validation
- ✓ Access to High Speed connection
- ✓ TCP/IP Network Interface
- ✓ Public keys will need to be provided to J.P. Morgan. Ability to obtain or purchase keys from a Certificate Authority such as VeriSign®, Thawte®, etc. (confirm with JPM Transmission Specialist)
- ✓ Use of standard port 443 when sending to JPM

Other Considerations:

Your company designee and JPM must agree to use the Message Digest, key length and key expiration (generally not to exceed 2 years).

JPM will provide appropriate DNS information for routing.

Your company may require inbound/outbound firewall modifications (e.g., IP addresses, Port Numbers, etc.).

HTTPS

Description: JPM provides a HTTPS Java® based software technology to support automatically scheduled and manual initiated file transmissions sent to and from JPM

Client requirements: If you are using your own HTTPS client it must perform "client-side verification", meaning the software used to connect must be able to verify itself by presenting a certificate.

Java version 1.5.X or above will need to be running on the target / sending environment.

Requirements include:

- ✓ TCP/IP network interface
- ✓ SSL Certificate
- ✓ The use of PGP, GPG or SSL certificate for data security

Other considerations:

You will need to store your private certificate in an unencrypted, no Password required state.

You will need to convert your public certificate to a .der file and send to J.P. Morgan.

Public keys will need to be provided to J.P. Morgan.

Managed Private Networks

J.P. Morgan offers a range of solutions that enable our clients to use 'traditional' communication services, such as IP VPN, Value Added Networks (VAN) and Frame Relay

IP VPN

Description: A routed link between two or more points across a shared network infrastructure

Requirements include:

- ✓ Communication Protocol: TCP/IP – FTP, Sterling Commerce CONNECT:Direct®
- ✓ Connectivity: Public Internet connection. JPM owned VPN, or shared VPN configuration (where each entity owns/manages its end of the VPN)
- ✓ Security: IP SEC, PGP, GPG, Sterling Commerce Secure+®

SWIFTNet

Description: SWIFTNet FileAct allows the secure and reliable transfer of files, in any format, over the SWIFT network to or from JPM.

Requirements include:

- ✓ Communication Protocol: FileAct (SWIFT proprietary standard)
- ✓ Connectivity: SWIFTNet® Gateway installation, TCP/IP
- ✓ Security: Built in 509.v3 certificates

Value Added Network (VANs)

VANs remove the need to customize protocols for data transmission. This is done by utilizing a process called 'mailboxing.' You put a file in a mailbox using your standard communication process, and the receiving party will access the mailbox to retrieve the data using their own standard communications process.

VANs supported: Sterling Commerce®, EZLink® & GXS®

V. Security Overview

J.P. Morgan File Management Services supports the transfer of "**Highly Sensitive**" and "**Sensitive"** data, end-to-end, in a bi-directional manner, as defined by JPM IT Control Policy.

At a high-level, J.P. Morgan needs to ensure that each data transmission can be authenticated (coming from the expected sender) and is encrypted (data remains confidential). For Highly Sensitive data (e.g., Wire Transfer) we will also expect the transaction to be signed to ensure transaction integrity.

In a practical sense, Highly Sensitive Data requires Transport Security, Consequential Evidence, Message Integrity, and Originator Authentication, whereas Sensitive Data requires Transport Security only.

Examples of data types by security level:

Highly Sensitive Data:

Requires - Transport security (SSL, IP SEC), message integrity, originator authentication and consequential evidence of authentication (signing – PGP, 509.v3)

Example – Value bearing transactions such as Wires, ACH, Trades

Sensitive Data:

Requires - Transport Security (SSL, IP SEC)

Example – Customer Information, Reporting Information, User name / Passwords

VI. Partner Key Management - Overview

Recognizing the safety and security of your data is our highest objective, J.P. Morgan created and administers a Partner Key Management process that allows the Bank to accept 'Open Standard' credentials, such as PGP & 509.v3 certificates. It is important that your company Security Administrator is familiar with this process, as Partner Key Management will be used for your initial implementation, as well as to avoid any service interruption associated with the expiration of your production key(s).

Although you will be provided with more details once your implementation begins, here is a summary of some facts you need to know about our Partner Key Management process:

- ✓ Client Security Administrator will need to identify 2– 3 individuals authorized to request J.P. Morgan to add, update or delete keys.
- ✓ Client Security Administrator will need to submit Security Administrator Designation Form (SADF) identifying the individuals in your company (e.g., names, mailing addresses, original signatures, telephone numbers and e-mail addresses) who will be authorized to implement new certificate/keys.
- ✓ J.P. Morgan procedures require that all client certificates must have an expiration within 2 years. Clients wishing to send in keys with longer expiration, or with no expiration, must sign a legal waiver, releasing J.P. Morgan of any liability associated with this procedure variation; this request will also need to be approved by your Relationship Manager and J.P. Morgan Risk committee.
- ✓ No certificate will be accepted unless it adheres to the following cryptographic specification:

Message digest: SHA-1, AES256

Asymmetric algorithm: RSA, DSS (at present not available with SSH)

Asymmetric algorithm key length: 2048-bit or above

VII. Glossary

Decryption

The process of transforming ciphers into readable text

Digital Certificate

A digital certificate is a vehicle for the management and distribution of public keys. It binds a public key to identity information about the owner of the key. A digital certificate contains a public key, identity information, and one or more signatures to provide a chain of verification and prevent tampering. Public key cryptography is based on key pairs. A key pair contains a private and public key. Anything encrypted with one key can be decrypted by the other key.

Digital Signature

A transformation of a message using an asymmetric crypt system such that a person having the initial message and the signer's public key can accurately determine whether:

The transformation was created using the private key that corresponds to the signer's public key and,

The message has been altered since the transformation was made.

Encryption

The process of transforming plain text data into an unintelligible form (ciphertext) such that the original data cannot be recovered or cannot be recovered without using an inverse decryption process

Firewall

A combination of hardware and software that separates a Local Area Network (LAN) into two or more parts for security purposes

Frame Relay

A wide area network technology that breaks data into variable-length frames and allocates bandwidth by demand (typically 128 kilobytes per second)

FTP

File Transmission Protocol is a method of transmission for the delivery of files over the Internet using TCP/IP (Transmission Control Protocol/Internet Protocol) transport layer for the transmission of data.

HTTPS

Also known as Secure HyperText Transfer Protocol, HTTPS is the underlying protocol used by the World Wide Web. HTTP defines how messages are formatted and transmitted, and which actions web servers and browsers should take in response to various commands. Secure HTTP uses the secure sockets layer (SSL) of TCP/IP to encrypt the messages.

Intranet

A private network inside a company that uses the same kinds of software that are used on the Internet, but limited to internal uses.

JCL

Job Control Language is added to a file of data to direct the delivery of the file to a specific application and to initiate or 'trigger' the date/time/conditions by which a file generation process would occur.

Key Pair

A Key Pair represents two keys, a private key and its corresponding public key. The public key can verify digital signature created by using the corresponding private key. Additionally, key pairs can also encrypt and decrypt information for confidentiality; whereby a private key can uniquely reveal information encrypted by using the corresponding public key.

Leased Line

A telephone line that is rented for exclusive and specific purposes which connects directly from the client's location to the bank's connectivity platform.

PGP

Pretty Good Privacy is a security protocol developed for encrypting messages. PGP is one of the most common ways to protect messages on the Internet.

Private Key

The secret key used in an asymmetric or public key cryptography system and mathematically related to the public key. Messages or signatures encoded with the private key may be decoded only with the public key, and the reverse is also true, a public key may be decoded only with the corresponding private key.

SSL

Secure Sockets Layer is a transport-layer technology developed by Netscape® to allow secure transactions among compliant browsers and web servers.

TCP/IP

Transmission Control Protocol/Internet Protocol is the suite of protocols that defines the Internet. TCP/IP is available for every major kind of computer operating system.

JPMorganChase ARP STANDARD INPUT & OUTPUT SPECIFICATIONS

POSITION	SIZE	DATA ELEMENT	FIELD TYPE	FORMAT/JUSTIFICATION	COMMENTS
1	1	Record Type	Alpha	On character field which identifies the item type as specified to the right	V = void or cancel item, P = paid items, R = reconciled items, O = outstanding items, S = stopped items, C = miscellaneous credit item, D = miscellaneous debit item
2	1	Filler	Alpha	Spaces	
3 - 22	20	Account Number	Numeric	Right Justified/Zero Filled	The account number field should contain the the bank supplied number associated with the account.
23	1	Filler	Alpha	Spaces	
24 - 41	18	Serial/Check Number	Numeric	Right Justified/Zero Filled	This field has been maximized to 18 digits for future growth. The current ARP system supports serial numbers up to 10 digits in length. The remaining 8 digits should contain zeros.
42	1	Filler	Alpha	Spaces	
43 - 60	18	Amount	Numeric - 2 Decimal Places	Right Justified/Zero Filled 9(16)V99	The amount field should not contain signed data or decimal points. This field has been maximized to 18 digits for future growth. The current check processing system supports amount up to 10 digits in length. Ther 8 digits should contain zeros.
61	1	Filler	Alpha	Spaces	
62 - 69	8	Issue Date	Numeric	YYYYMMDD	The issue date field is used only on input files or output file that are processed as a full reconcilement.
70	1	Filler	Alpha	Spaces	
71 - 78	8	Paid Date	Numeric	YYYYMMDD	The paid date field is used only with the output files. *Input files should contain spaces in this field.
79	1	Filler	Alpha	Spaces	
80 - 94	15	Additional Data	Alpha-Numeric	Content Specific	The addl data field is an optional field used by both input and output files. It can contain payee information or other important data. *If the field is not used it should contain spaces. Either addl data or payee name information can by added to the output file, but not both.
95-144	50	Payee Name (line 1) Expanded Additional Data	Alpha-Numeric	Content Specific	The expanded additional data field is an optional field used by both input and output files. It can be used for customer that want more than 15 characters of additional data on their output files(not reports). Payee Name data is placed in these positions for interrogation/verification. *If the field is not used is should contain spaces. Either addl data or payee name information can be added to the output file, but not both.
145-194	50	Payee Name (line 2 - optional)	Alpha-Numeric	Content Specific	The 2nd payee name field is an optional field used by input files only. It can be used for customer that want to use a second payee name. The 2nd Payee Name data is placed in these positions for interrogation/verification. *If the field is not used is should contain spaces.
195-200	6	Bank Number	Numeric	Right Justified/Zero Filled	Bank number is based on the state where the account is processed. Optional field. Only required on inbound files to the bank which contain account numbers from different banks.

SAMPLE LAYOUT (RECORD LENGTH 200)

```
                                                                                                   1             1             1             1             1             1             1
         0             2             3             4             5             6             7             8             9             0             1             2             3             4             5             6
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890
P 00000000000123456789 000000001122334455 000000000000500000 20000514 20000525 XYZ CORPORATIONPAYEE NAME                                                    2nd Payee Name
V 00000000000123456789 000000001122334455 000000000000500000 20000514 20000525 XYZ CORPORATIONPAYEE NAME                                                    2nd Payee Name
  ^------------------^ ^----------------^ ^----------------^ ^------^ ^------^ ^-------------^^-------------------------------------------------^ ^-------------
       ACCOUNT               SERIAL             AMOUNT         ISSUE    PAID     ADDL DATA          F       PAYEE NAME                                 2nd Payee Name
```

Special Notes:

* Some of the numeric fields may be larger than your system can support. Splitting the fleds into two parts and filling the unused portion with zeros may be necessary.
* All numeric values should be right justified and zero filled.

Additional fields required for Batch Stops (expands record length to 250 from 200)

POSITION	SIZE	DATA ELEMENT	FIELD TYPE	FORMAT/JUSTIFICATION	COMMENTS
201-202	2	Filler	Alpha	Spaces	
203-205	3	Confirmation	Alpha	Content Specific	Spaces on input, confirmation file will either contain CON - Confirmed or REJ - Rejected.
206	1	Filler	Alpha	Spaces	
207-226	20	Company ID	Alpha Numeric	Left justified with spaces to fill to the right.	Company ID as specified on The One Net onlines. Required for confirmation process.
227	1	Filler	Alpha	Spaces	
228-247	20	User ID	Alpha Numeric	Left justified with spaces to fill to the right.	User ID as specified on The One Net onlines. Required for confirmation process.
248	1	Filler	Alpha	Spaces	
249	1	Reason	Numeric	On character field which identifies the stop reason	1=Other, 2=Lost, 3=Stolen, 4=Forged, 5=Damaged, 6=Altered
250	1	Filler	Alpha	Spaces	

SAMPLE LAYOUT (EXPANDS RECORD LENGTH TO 250 FROM 200)

```
         2         3         4         5         6         7
         0         1         2         3         4         5
1890123456789012345678901234567890123456789012345678901234567890
        CON XYZCORPORATION        JSMITH                   1
        CON XYZCORPORATION        JSMITH                   2
        REJ XYZCORPORATION        JSMITH                   3
        CON XYZCORPORATION        JSMITH                   4
        ^-^ '-------------------' '-------------------' ^
  CONFIRM   COMPANY-ID            USER-ID          REASON
```

Appendix 10
Value Added Services - Overview

J.P.Morgan

Additional services that the County may want to consider that the Bank offers are discussed in Appendix 10 and in various sections of our response to the County's ITN. These services include:

- J.P. Morgan ACCESS - J.P. Morgan's award winning and patented comprehensive suite of web based tools that allow the County immediate visibility into all of its accounts, as well as single sign on convenience for numerous treasury services functions. J.P. Morgan ACCESS is the County's "one stop shop" for flexible and robust cash management over its accounts with J.P. Morgan. Under a single sign on feature, the County can execute Wires, ACHs, place investments, download reports, and a wide array of other robust applications. We would be pleased provide the County a full demonstration of J.P. Morgan ACCESS at its convenience.
- eServe - A popular and convenient self service tool within the J.P. Morgan ACCESS portal which allows the County to perform research, inquiries and a variety of other features, such as email alerts on incoming wires, with defined parameters set by the user. Self administered and maintained, eServe allows the County quick access to routine research type issues without having to place a phone call.
- J.P. Morgan Investment Services
  - J.P. Morgan ACCESS Liquidity Portal - J.P. Morgan offers a variety of convenient short-term investment options within J.P. Morgan's robust and user friendly Liquidity Investment portal. As part of the J.P. Morgan ACCESS suite of services, we would be pleased to provide a demonstration of the portal at the County's convenience.
  - End-of day Repurchase Agreement - We offer a suite of over night investment options with highly competitive rates that will allow the County to diversify its funds according to investment policy and guidelines. It would be our recommendation to conduct an investment session with the County in order for us to present scenarios for short and long term investment strategies for your consideration, which may include a combination of managed products and the convenience of the liquidity portal.
- Image Deposit Direct - As further described within our proposal, Image Deposit Direct allows the County to scan images at remote locations for quicker access to its cash and transmit the images to a master image archive for the County's long term storage. In our proposal, we are offering to assist the County with its automation efforts by purchasing 30 scanners on its behalf. A demonstration of the service and equipment is highly recommended.
- Virtual Remit -Virtual Remit provides web-enabled technology to create remote capture capability that would enable the County to capture and transmit remittance data and images directly from a desktop with a single scanning device that accepts checks, coupons, envelopes and full-size documents. This product integrates with our award winning "Receivables Edge" Imaging lockbox service and would allow the County to consolidate all items for lockbox under a single view.

  As with Image Deposit Direct, Virtual Remit allows the County to move towards further automation and expedited funds availability. We would like to have further conversations surrounding the County's current processes in order to make specific recommendations for the best remote capture solution.
- File Management Services - ReceiptStream - One of the biggest challenges for our clients today is the ability to properly identify and translate incoming payment information in order to properly apply the data to internal systems. J.P. Morgan offers a variety of EDI and ACH solutions to assist our clients in this area. We can offer a variety of options and discuss current best practices to determine the best route for the County. As a lead provider in EDI, our solutions can include basic Human Readable Reports under the J.P. Morgan ACCESS module, or direct transmission feeds into the County's ERP system.

Appendix 10
Value Added Services - Overview

J.P.Morgan

- Pay Connexion - A valuable option for the County to re-visit with us for on-line payment collections to increase automation and expedited funds availability. Our highly secure and seasoned Pay Connexion web collection tool was originally designed for the Federal Government for consumer tax payments. We would be pleased to set up a demonstration of the modular features available and discuss the relevant areas of application within the County.
- File Management Services – PaySource - PaySource offers the County the convenience of sending a single mixed payment file transmission to the Bank for all types of disbursements – checks, ACH, and Wires; payment types can include EDI level data. This allows the County a single conduit into the Bank for all payment types in a secure, host to host environment.
- Payables Web Service - A powerful application within the J.P. Morgan ACCESS portal, Payables Web Service (PWS) is a highly valuable tool that will accommodate and facilitate all of the County's payables related requirements. Robust and flexible, we would strongly suggest a demonstration of our service, which we recommend the County utilize in conjunction with warrant and all payables clearings.
- Check Print Services - J.P. Morgan has been in the Check Print business for over 20 years with several hundred clients outsourcing this non-core and cumbersome task to the Bank. We have fully redundant, highly secure sites in two primary locations in the US. As with all of our operations processes, we welcome and highly recommend a tour of our facilities so we may present our capabilities and demonstrate our end to end process for the County's consideration.
- Doc Manager Solutions - This product would allow the County to leverage the Bank's own highly secure in-house imaging system to convert and store all types of paper documents by outsourcing this solution to J.P. Morgan. A true enterprise content management solution, DocManager solves the problem for a long term strategy for converting and storing paper, as well as managing image workflow through a secure network. For disaster recovery considerations alone, we strongly recommend the County consider an in-depth dialogue with us to determine how we can help the County with this ever increasing challenge in a world where automation and the ultimate truncation of paper is rapidly being adopted.

Due to the highly customized nature of these products, we would be able to provide price service codes and estimated costs after further discussions to fully understand your complete requirements and the relative volume.

J.P.Morgan

Appendix A – J.P. Morgan ACCESS℠

J.P. Morgan ACCESS offers treasury and investment professionals a secure, Internet- based single point of access to a wide range of cash management services. It provides the transaction facilities and decision support tools you need to manage your treasury environment in a global economy. The following modules are available:

- J.P. Morgan ACCESS Funds Transfer Initiation (FTI) – Initiate and track wire transfers across the country and around the world via the Internet.
- J.P. Morgan ACCESS Automated Clearing House (ACH) Initiation – Create, store and send payment and collection information quickly and securely.
- J.P. Morgan ACCESS Liquidity Initiation and Reporting – Increase your return on excess balances with convenient short-term investments, including money market funds.
- J.P. Morgan ACCESS Information Reporting – Access accurate, complete information about your accounts in every part of the world.

Key features and benefits

- Single sign-on for seamless access to authorized accounts and functionality.
- Sophisticated multilayered security protects privacy and authenticity of users, data and transactions.
- Advanced technology provides superior financial services with a global reach.
- System performance is monitored 24 hours a day – every day.
- Easily understood and accessed applications save users time and trouble.
- Modular design allows you to select only those features and functions you need

How It Works

J.P. Morgan ACCESS provides seamless access to your accounts and services. Setup is self- guided and involves minimal loading of software. Upgrades are accomplished automatically just by logging onto the service.

All of these modules offer an enhanced level of protection for both data and transactions that can be customized to fit your needs. Incorporating sophisticated, multilayered security, J.P. Morgan ACCESS provides the level of confidence you want when managing your accounts online.

For those functions that demand an extra level of security, two-factor authentication is provided via RSA SecurID® technology. Furthermore, our patent pending technology allows SecurID to provide a level of security formerly available only through the use of digital certificates.

Our proprietary technology allows users to digitally sign a transaction, authenticating the user originating the transaction.

Did you know

J.P. Morgan ACCESS delivers:

- Global reach – Access balances and initiate transactions in U.S. dollars and other currencies using JPMorgan Chase and other financial institution accounts.
- Decision-support – Choose business products that feature filtering and data export technologies for effective management of data.
- Unparalleled service from the Client Service and Technical Support team that answers questions and diagnoses problems.

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J.P.Morgan

Appendix B – J.P. Morgan eServe℠ for ACH and Global Clearing

Resolve issues online anywhere, anytime

J.P. Morgan eServe is a Web-based inquiry management tool available through the J.P. Morgan ACCESSSM portal. You can service, report and track routine issues involving incoming and outgoing funds transfers and automated clearing house (ACH) U.S. dollar origination transactions – all online 24 hours a day, seven days a week from your desktop, laptop or a wireless device.

J.P. Morgan eServe helps you:

- Search, review and research transaction details
- Confirm transactions
- Open inquiries and track resolution online
- Track all inquiries with built-in audit trails
- Receive rapid funds transfer notifications via e-mail or wireless device
- Generate easy-to-review service-level reports quickly for your accounts and track resolution

Key Features and Benefits:

J.P. Morgan eServe for Global Clearing

- Online submissions for: Non-receipt, Unable to Apply, Amendment, Cancellation, Recall, Debit Authorization or other general inquiries
- Enhanced operational efficiencies for more effective business management
- Near-real-time notifications of executed wire funds transfers in U.S. dollars, euros or other currencies
- Up-to-date monitoring of straight-through processing (STP) rates and repair reasons
- Access to complete payment details on one year of rolling historical data

J.P. Morgan eServe for ACH

- Increased operational efficiencies and enhanced ability to serve your clients
- Efficient, cost-effective execution of reversals and/or reclaims
- Request copies of transactions, addendum information and more
- Access to complete payment details for ACH originated transactions on 180 days of rolling historical data

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J.P.Morgan

Appendix C – J.P. Morgan ACCESS℠ Liquidity Initiation and Reporting

Now you can boost the productivity of excess balances through investments in a variety of money market mutual funds and fixed maturity products with J.P. Morgan ACCESS℠ Liquidity Initiation and Reporting.

Custom-built to fit your specific business needs, this Internet-based J.P. Morgan ACCESS module provides convenient and secure access to investment options that traditionally require round lot investments of $1 million or more. You may invest any amount into these pooled funds, extending the weighted average maturity of your investments while maintaining the highest possible level of flexibility, since they can be converted into cash on any business day.

But accessibility is just one of the advantages provided by J.P. Morgan ACCESS Liquidity Initiation and Reporting. You also gain an opportunity to invest in both proprietary.

J.P. Morgan funds and third-party funds. This wide choice of financial options allows you to manage your investments more effectively and more profitably.

Key Features and Benefits

- Log in anytime, anywhere to invest in a range of money market funds and fixed maturity instruments to meet individual investment goals
- Profit from the expertise of professional portfolio managers
- Use comprehensive reporting options to track investments and account balances
- Access an integrated suite of cost-effective treasury management products

Other benefits include:

- Access to rate information to help guide your investment decisions
- Investment opportunities in professional managed funds
- A simple, convenient way to keep track of your individual investments as well as your entire portfolio

Money market funds are not FDIC-insured, are not deposits or guaranteed by JPMorgan Chase Bank, N.A. or any affiliate, and are subject to investment risk, including the possible loss of the principal amount invested.

NOT FDIC-INSURED • NO BANK GUARANTEE • MAY LOSE VALUE
Call 1-800-766-7722 for a fund prospectus, or visit us online at www.jpmorganfunds.com. Investors should carefully consider the investment objectives and risk as well as charges and expenses of the mutual fund before investing. The prospectus contains this and other information about the mutual fund. Read the prospectus carefully before investing.

An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although money market funds strive to preserve the value of the investment at $1 per share, it is possible to lose money by investing in a money market fund.

J.P. Morgan Funds are distributed by JPMorgan Distribution Services, Inc., which is a subsidiary of JPMorgan Chase & Co. Affiliates of JPMorgan Chase & Co. receive fees for providing various services to the funds. Securities may be provided by J.P. Morgan Institutional Investments, Inc., member NASD/SIPC.

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All services are subject to applicable laws and regulations and service terms.

For more information, please contact your J.P. Morgan Treasury Services representative or visit jpmorgan.com/ts.

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J.P.Morgan

Appendix C – Chase End of Day Repurchase Agreement Sweep Product

Many U.S. banks offer an automated investment sweep vehicle that transfers all or part of the balances held in a bank deposit account into an overnight investment called a Repurchase Agreement. While a Repurchase Agreement can be established using any type of underlying asset, for the purpose of providing a lower risk conservative overnight investment, bank's will utilize a Repurchase Agreement that has U.S. Treasury, Government and/or Agency securities as the underlying asset. These underlying securities are within the same category (category 1) of acceptable securities prescribed in most state statues for the collateralization of bank deposit accounts for public funds.

The bank's Collateral Management department is responsible for pledging U.S. Treasury, Government or Agency securities for both qualified public fund bank deposit accounts and Repurchase Agreements associated with Repo Sweep accounts. By either segregating these securities from the bank's own inventory or through open market activity, the bank will acquire and pledge securities for the amount equal to or slightly in excess (e.g. 102 percent for collateralized public fund deposits) of the client's account balance. The securities will be held in the client's name free of encumbrances with a unique CUSIP number assigned to identify the security and the client as the owner of the security. These securities are held in safekeeping at the St. Louis branch of the Federal Reserve Bank. The client is provided a daily confirmation of the investment or collateral pledge describing the security and listing the CUSIP number (see example of Daily Repo Sweep Confirmation in the Appendix).

Like collateralized public fund bank deposits, funds held in a Repo Sweep account are continuously backed by the Repurchase Agreement security.

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A Repurchase Agreement (Repo) is an agreement to sell and subsequently buy back a security (usually a US Treasury, Government or Agency security) at an agreed time for an agreed price. It is considered one of the safest of all investments and similar in many respects to a secured or collateralized deposit. Our Repo sweeps are "on balance sheet" liability obligations of JPMorgan Chase N.A. and as such, earn the highest short-term deposit rating possible of A1+/P1 (Standard & Poor's and Moody's ratings). Securities are segregated by customer, identified by CUSIP number and held in custody at the Federal Reserve. Daily we assign securities with market values no less than 102 percent of the amount swept. Principal and interest (which is accrued on a 360 day basis) is returned to the operating account the following day leaving funds fully available for disbursement.

Under the Chase End-of-Day Repo Sweep service, a non-interest bearing demand deposit would be established that is tied to the Repo Sweep held in the same name. The purchase and redemption of funds in a Repo Sweep account is done via the demand deposit account (e.g. by electronic transfer such as Swift Payments, Fed Wire payments and Automated Clearing House (ACH) payments or by paper based payment mechanisms such as checks disbursements and cash or check deposits).

Each day, deposits and balances in the demand account are automatically swept into the Repo Sweep account where interest is earned on an actual/360-day basis based upon either a bank managed interest rate or a spread differential from the overnight Target Federal Funds index. Interest is paid back into the account on a daily basis thus enabling interest to be earned the following day based upon the principle balance and the addition of the prior day's interest payment. This results in a daily compounding characteristic which enhances the Annual Percentage Yield (APY) earned on the investment.

Due to situations that might be outside of our control, (e.g. large late day transactions after market close), we can not guarantee that all available funds will be swept on any given business day. The invested funds are not deposits, while invested, and accordingly are not FDIC insured.

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Appendix D – Image Deposit Direct with ACH

Why struggle with the time, cost and risk involved with transporting checks? No matter how you collect customer payments, either through the mail, drop box or at a walk-in location, Image Deposit Direct with ACH enables you to streamline your payment process through check imaging and multichannel clearing.

We provide an end-to-end service that includes PC-based software, compact check scanning hardware, MICR parsing software, implementation services, testing support and training. The solution is easy to use, designed to be implemented within your company's infrastructure and can integrate into your receivables process and accounting systems.

Key Features and Benefits

- Reduce costs and streamline the process by not transporting checks
- Improve funds availability by converting to ACH items that clear on the next business day
- Accelerate return items process for faster resolution
- Minimize risk of physical paper loss during transportation
- Streamline your account research process by reviewing source documents from an online archive

How It Works

Your staff will use PC-based software and a compact check scanning device to image check items and key associated payment data. The software can then transmit batches of items to an image archive. These captured images and data are sent securely to our processing centers with each payment routed through the most efficient clearing channel. Personal checks are cleared as ACH transactions. Other items, such as money orders, cashier's checks and commercial checks can be cleared as substitute checks under new Check 21 regulations.

Payment details can be uploaded or transmitted in order to update your accounts receivable system. Your staff will return the check to your customer or destroy the check according to ACH, Check 21 and bank guidelines. Image Deposit Direct with ACH is a complete solution providing front- and back-end integration with your business processes and integration with your internal receivables systems.

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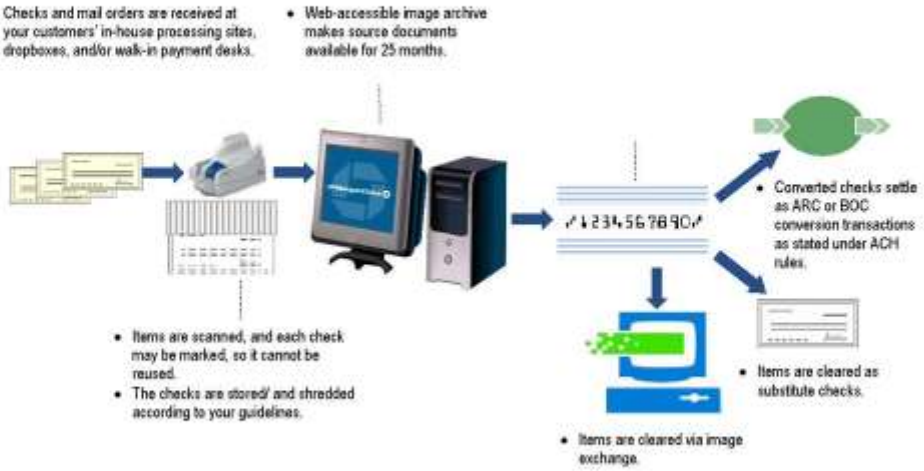
Image Deposit Direct with ACH – Comprehensive Workflow



The Value of Image Deposit Direct with ACH

By converting paper checks into images, you can reduce processing costs and bank fees. You may improve bank deposit functions, reduce check deposit expenses and enhance collection practices using an online image repository of check transactions. Because funds from ACH deposits are generally available the next business day, there is an opportunity to improve your cash management and reduce float time.

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Appendix E – Virtual Remit

J.P. Morgan's Virtual Remit solution utilizes a Web-enabled imaging technology to create a new lockbox remote capture capability that enables clients to capture and transmit remittance data and images directly from their desktop with a single scanning device that accepts U.S.-denominated checks, coupons, envelopes and full-size documents.

Built on J.P. Morgan's market-leading Receivables Edge℠ online receivables management service, Virtual Remit's fully integrated remote capture capabilities enable clients to streamline the collections process via the Internet. All items scanned with Virtual Remit are combined with existing lockbox items and workflow, providing Receivables Edge clients with quick, convenient access to remittance information. As a result, clients are able to gain accelerated funds availability and improved cash positioning. Accounts receivable professionals can reduce days sales outstanding (DSO) and get a head start on exception processing.

Being able to accelerate receivables and simplify cash application means improved operating margins for the County. By eliminating costly and labor-intensive receivables processing and accelerating your revenue stream, more money is available sooner for you to invest or pay down borrowings.

Meeting Your Needs

Today's competitive business environment calls for innovative ways to improve your revenue stream. Chase has the experience to understand the challenges you face in remittance processing:

- Excessive levels of mail and processing float
- Collecting and transporting checks
- Increased costs for courier fees
- Restricted or incomplete flow of information
- Excessive manual posting of receipts
- Constrained resources
- Decentralized accounts receivable processes

Our Virtual Remit solution helps you meet these challenges by:

- Replacing paper-based, manual receivables processes with faster, more cost-effective image capture
- Reduce branch deposits, lockbox over the counter payments and courier deliveries
- Reduce courier fees and time spent preparing deposit packages
- Utilize existing lockbox processing for data capture, data transmission, and deposit
- Accessing remittance information and images online shortly after a deposit is processed
- Relying on uninterrupted processing workflow and disaster recovery with our fully redundant locations and around-the-clock monitoring
- Reducing your days sales outstanding while accelerating your revenue cycles
- Streamlined flow of critical financial information to accounting applications and eliminate manual posting

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Appendix F – File Management Services - ReceiptStream

Today, with the increasing use of electronic payment methods, receivable managers are faced with the challenge of integrating electronic payments into already existing processes. J.P. Morgan now offers you ReceiptStream, a comprehensive receipt processing service that consolidates remittance data from incoming payments into a single transmission or report, providing:

- Improved accounts receivable and remittance processing operations by including all receivables detail in a format meeting client-specific needs
- Receipt of varied types of payment-related information, from electronic and lockbox. The various types of payments received are consolidated, translated and delivered on a current-day basis.

Financial Electronic Data Interchange (EDI) receivables provides service options for customers with varying levels of EDI proficiency. The County can receive a remittance or invoice detail report via the lockbox BAI format or in ANSI ASC X12 standard format. This method will allow you to integrate payment data directly into their receivables system, the optimum solution for automated cash application. The County may also choose to receive their remittance detail from paper or electronic payments through printed reports delivered by mail, e-mail or fax.

J.P. Morgan can retrieve payment detail from virtually any source, including private systems. We can match incoming ACH or check payments to the electronic remittance detail retrieved from the payer or a third-party processor and reassociate the information for select payers and transmit it.

ReceiptStream is designed for clients who receive electronic and lockbox payments and want them presented in a standard electronic format that can be imported into an accounts receivable system for mechanical updating and reconciliation.

ReceiptStream offers an efficient and cost-effective method for clients to gather remittance details related to posted transactions on their DDAs, presented in standard formats and available via standard communications connections.

ReceiptStream establishes a standardized pipeline with J.P. Morgan, delivering data to help optimize clients' internal accounting operations. Both fax connections and sophisticated transmission services are supported. Use of standard interfaces enables clients to make a single investment in technology and connections, and implement effective solutions quickly.

Key Features and Benefits

- Integrates current-day remittance information from multiple payment sources directly into your accounts receivable system
- Consolidates lockbox, ACH and wire remittance details into a single information stream
- Receives data in a format that meets your information reporting requirements
- Streamlines internal processes to reduce costs and more effectively manage your funds
- Reduces risk of errors caused by manual data entry

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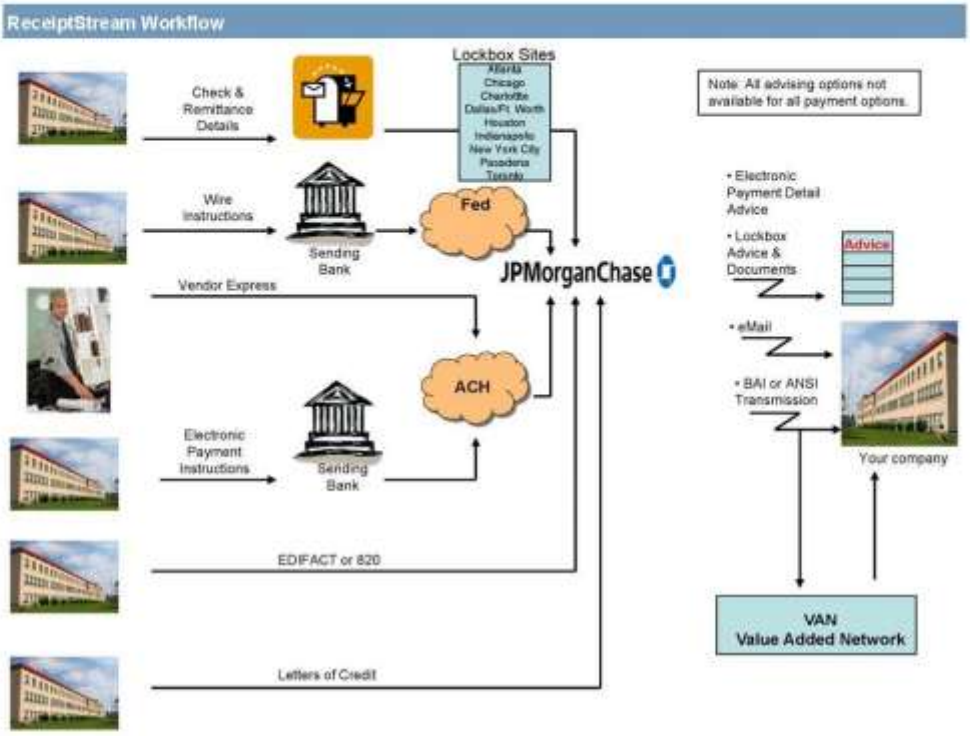

How It Works

1. The County receives payments into their accounts through several services:
   - National Wholesale Lockbox
   - Regional Wholesale Lockbox
   - Retail Lockbox
   - ACH
   - Wire transfers
   - Credit card (restrictions apply - contact product manager)
2. The information is consolidated from the various platforms into one data file and transmitted to the client where it may be integrated into the customer's accounts receivables system.
3. The County can receive the data in a variety of methods:
   - Transmission: direct or via a VAN, in lockbox BAI or ANSI ASC X12 820 or 823 format
   - Electronic Reporting Platforms (J.P. Morgan ACCESS)

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- Electronic Advising: e-mail (preferred)

Delivery Method

ReceiptStream offers a variety of transmission protocols:

- **Direct Transmission**

  Offering ANSI ASC X12 820, 823, 835, BAI, NACHA and customized formats, ReceiptStream Direct Transmission can send payment and remittance detail in separate transmissions, combined or merged with lockbox data. This process would allow the County's accounts receivable system to automatically apply the data. The County may also have the option of receiving this information through a VAN or third-party processor.

Electronic Reporting Platforms

- **J.P. Morgan ACCESS**

  Web-based electronic platform offers electronic detail. Using the reports, the County can select formatted summary reporting for payment-level information, detail reporting for invoice-level information or detail reporting for part-level information. Multiple accounts can be reported on one report. A data download in ANSI ASC X12 820, version 4010 is also available. The data presented is the current-day information available when advising is completed. Any subsequent payments are reported on the next business day, reflecting the proper posting date.

- **Electronic Advising: E-mail**

  Payment and remittance detail can be delivered to customers via e-mail using the Detail Report option or the ANSI ASC X12 820 data download. A 128-bit encryption process provides security. The County can receive an e-mail notification that their EDI report is available. The e-mail notification also includes a link to a secure-pull Web site. The County would click the link and are required to enter a unique pass phrase. Once verified, the County may view their EDI report in a .txt (text) format. The EDI reports are available for 14 calendar days, and can be saved on your PC or be printed. A separate report is required for each account reported. Each report is delivered to one e-mail address. The data presented is the current-day information available when advising is completed. Any subsequent payments are reported on the next business day, reflecting the proper posting date.

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Appendix G – Pay Connexion

Pay Connexion offers a comprehensive payment gateway, including a wide range of features. Our solution is designed to provide convenience to payers when they interact with the County by allowing them to make payments via the Internet, IVR, or via a live agent.

Pay Connexion is a secure, multi-lingual (English-Spanish), highly available, fully-bank hosted, Level 1 PCI-DSS compliant multi-channel electronic payment platform that supports credit and debit card, as well as ACH/e-check payment methods. Because Pay Connexion is feature rich and highly configurable, it can support the County's electronic payment needs now and as they evolve in the future.

Pay Connexion is made available to the County as separate components or as a seamlessly integrated suite of services. Each component of our solution offers distinct value to the County as a standalone product; however, the County may find that the value of the full suite of our available services outweighs the sum of its parts.

Benefits

The County will benefit through:

- Lower costs to maintain
- Improved access to receivables
- Simplified reconciliation process
- Common reporting platform
- Consolidated and centralized location of deposits

System Availability

The proposed e-Payment solution, Pay Connexion, is typically available 7 days per week, 24 hours per day. Any scheduled or dark window maintenance occurs Saturdays or Sundays between the hours of 12:00 a.m. CT and 6:00 a.m. CT.

Payment Channels

Internet

Payers desiring to make payments through the Internet will click on a button on the County's Website to display a secure payment information page. They will be linked to the payment Website where they will be able to begin the payment initiation process. This payment Website will model the County's Web page colors and themes, providing the payer with a common look and feel. The site is compliant with section 508 of the Americans with Disabilities Act.

Pay Connexion allows the County to accept credit and debit cards, as well as e-checks (ACH debits) for payment. Registered payers have the ability to store multiple bank accounts and credit cards, and to choose from any of the registered payment options when a payment is made. Registered payers may also schedule recurring payments by indicating the payment amount, the accounts to be drawn from, the frequency for which payments will be made, when payments will be initiated, and when the recurring payments will conclude.

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Integrated Voice Response (IVR) Payments

For payers that wish to make electronic payments using the telephone, our solution can provide Integrated Voice Response (IVR) and call center interfaces via the telephone. Our call center operates 24 hours per day, 7 days per week and will provide the County's payers with the option to request live operator assistance.

Customer Service

Live Agent / Customer Service

Our customer service strategy is a two-tiered approach to customer service for payers. In our approach, the County provides the first tier of customer service. The County can easily answer general program and transaction inquiries through direct access to payer and transaction information via a secure administrative site.

The J.P. Morgan team will provide second tier support to the County. Second tier support includes assistance answering technical and transactional questions that the County may not be able to answer on its own. Our second tier support will provide an immediate answer or open a reference ticket to research the specific question. J.P. Morgan will place a return call to the County with a resolution or updated status.

Convenience Fee Functionality

J.P. Morgan offers the flexibility of convenience fee functionality within Pay Connexion and can accommodate the use of convenience fees for MasterCard and VISA to the County's payers. The convenience fees will be separated from the payment transactions prior to deposit.

Convenience fees, including all merchant fees incurred from the credit card companies will be charged directly to the payers using the payment application. The convenience fees will be separated from the payment and kept by J.P. Morgan as payment to cover expenses.

Training and Marketing

Training

Training is offered through a Web-based training module. The training is interactive and can be completed individually or in a group setting. The e-Learning application is broken down into small components so that if an administrative user has a specific question about a topic, the user can click through that topic without having to view the entire session.

Adoption and Usage Program

Included within Pay Connexion are the expert promotions of selected electronic payment products, chosen by the County to benefit payers. We understand the difficulties with motivating payers to adopt new payment habits. At J.P. Morgan, we are here to help accelerate the rate at which the County's payers convert from paper to the Pay Connexion solution. The program includes customizable templates for statement inserts and statement messages.

Summary

Our Pay Connexion solution provides the capability to move the County's paper-intensive payment processes, not only into a single channel application, but also into a multi-channel integrated payment acceptance system.

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Appendix H – File Management Services - PaySource

Managing payment initiation often means significant overhead expense for maintenance and processing equipment, check stock and storage, proprietary and third-party software, and other resource costs.

File Management Services – PaySourceSM helps you reduce much of these costs by providing global disbursement services at fixed unit costs that can be projected and budgeted. It also helps you streamline disbursements processes by consolidating transaction- initiation activities from accounts payable, payroll and foreign exchange applications into a single payment file.

Consider PaySource your pipeline for initiating a variety of transactions with J.P. Morgan, including:

- Domestic and global wires
- Domestic ACH and international ACH transactions
- Domestic check payments and international check payments
- Foreign exchange payments

Key Features and Benefits:

- Improve the efficiency, cost effectiveness and accuracy of global payments initiation
- Initiate a full range of payment types via a single payment file using multiple delivery methods
- Enhance security and control in the payment process to deter fraud
- Reduce payment delays, errors and related expenses
- Make specialized payments in multiple currencies using J.P. Morgan's network of global correspondent institutions
- Initiate foreign exchange payments on more than 200 currency pairs at customizable rates

How it works

PaySource acts as a pipeline, carrying transaction files to and from J.P. Morgan. Submit your standard formatted files to us via PaySource. Files will contain transaction details and related or independent remittance advices.

All transmissions received and routed through the PaySource pipeline are authenticated. Files that fail are rejected and you are notified automatically. Validated files are routed to the appropriate J.P. Morgan operating center or to our check print vendor.

Confirmations, acknowledgements and advices are provided as an automated, electronic interface for each file and transaction processed. File acknowledgments are transmitted to you with clear markers indicating whether a problem has occurred in processing. This allows for quick resolution and helps prevent payment delays.

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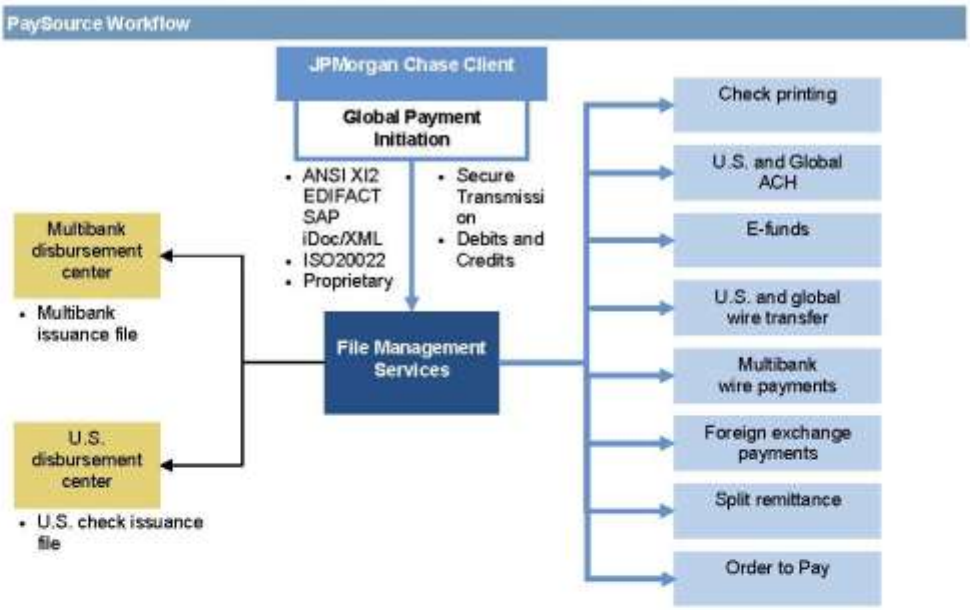

Industry-standard file formats

Submit transactions in a variety of standard file formats:

- EDI ASC ANSI X.12
- UN/EDIFACT
- SAP® IDoc
- XML (ISO 20022, SAP, etc.)
- Proprietary J.P. Morgan formats

Global support

PaySource is a global offering that supports a broad range of payment instruments with extended remittance text, split remittance details and return file acknowledgements.

It supports multiple languages, including Simplified Chinese, Traditional Chinese and Japanese.

Data and transaction security

Reduce the risk of payment fraud through advanced security measures such as message- level authentication, encryption and public key infrastructure (PKI) security.

Other measures include timely account reconciliation as well as an online positive pay interface and stop payment requests.

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Appendix I – Payables Web Services℠

Our Disbursement Services can help you effectively manage the disbursement process to gain control over idle balances and to optimize loan and investment opportunities.

To manage your payables processes efficiently, you must be able to access detailed check status quickly, expedite account reconciliation processing (ARP) and reduce exposure to potential payment fraud.

Payables Web Services is our comprehensive, easy-to-use Internet-based solution for helping you manage disbursement activities, mitigate fraud risk and streamline account reconciliation processes.

With secure 128-bit encryption and other security safeguards, Payables Web Services helps you avoid the risk of unauthorized access to your data and transactions.

Key features and benefits

- Search for paid checks, place stop payments and view check images over the Internet
- Streamline account reconciliation processing by importing and uploading check-issue information to the bank
- Expedite receipt of reconciliation reports and bank statements by retrieving them over the Internet
- Minimize exposure to ACH and paid check fraud by quickly and accurately making positive pay and ACH exception decisions online
- Submit a single file to print, mail and reconcile your accounts payable checks to help improve disaster recovery, security and fraud protection

How it works

Log in to Payables Web Services through JPMorgan ACCESS℠ – our Internet portal to your treasury management and investment needs. You may choose from any combination of modules to customize a payables solution to meet your needs.

- Check Inquiry
- Reconciliation Input
- Reconciliation Output
- Check Print
- Positive Pay
- Reverse Positive Pay
- ACH Transaction Review

Accessing check details and images and issuing stop payments

- Check Inquiry – Whether you need to access a single transaction or a range of transactions, you can view paid check and deposit ticket details and images in seconds. You may search for the status of paid checks by check number, check amount, paid date sequence number, payee name or other client-defined data.

  You may retrieve single check images or request to retrieve a group of images based on a range. Make batch requests by entering your list of transactions and submitting in bulk. Execute stop payments and revokes easily with a stop link based on the results of your check status request.

  Up-to-the minute check status includes same-day, teller-presented checks and checks presented from other institutions.

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Account reconciliation

- Reconciliation Input – This ARP import function makes submitting check-issue files for account reconciliation quick and simple. You can choose to import your check-issue files containing issues, cancels and stop payments in either a fixed width, delimited or a standardized XML format. A convenient data entry service lets you add "one-off" issues simply and conveniently.
- Reconciliation Output – This ARP output function allows you to retrieve ARP reports, bank statements and data files in seconds. You will no longer have to wait for statements or reports to arrive in the mail. You may also download ARP files, including daily paid-item files or reconciliation files.

Printing checks

- Check Print – You may print checks conveniently via the Internet with Check Print. By submitting a single electronic file, you can customize and view check templates and approve check stock and envelopes from your desktop – fulfilling all your check-printing requirements.

Mitigating check and ACH fraud

- Positive Pay – The ability to quickly and accurately make positive pay exception decisions online helps minimize your exposure to check fraud. With Positive Pay, we compare your check-issue information to your paid-check information and alert you via e-mail when exceptions on all of your accounts are ready for processing on Payables Web Services. You maintain complete control over each exception and can quickly view exception images to verify data. For more enhanced fraud protection, consider our Payee Verification service.
- Reverse Positive Pay – If you are unable to take advantage of Positive Pay or prefer to maintain complete control of your check reconciliation process, Reverse Positive Pay is an alternative to help you reduce the risk of check fraud. With Reverse Positive Pay, you have the option of viewing all your presented paid checks, all checks by dollar limit or by entering and transmitting a list of exceptions to us through your internal reconciliation process.
- View images of selected checks online to identify unauthorized or mismatched checks and then send us your returns or adjustments.
- ACH Transaction Review – This automated clearing house (ACH) tool allows you to review and confirm ACH debit and credit transactions online and return unauthorized transactions on a case-by-case basis.

Additional fraud-mitigation solutions

- Payee Verification – Identify potential fraudulent checks and reduce the risk of payee line alterations with this digital comparison and verification technology. It provides enhanced fraud protection and is integrated along with standard MICR exceptions for simple, efficient processing.
- ACH Debit Blocking – Use this alternative to ACH Transaction Review to block unauthorized ACH debits automatically from posting to your accounts.

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Appendix J – Check Print

J.P. Morgan has been in the print and distribution business for more than 20 years. We provide check print services to more than 140 Treasury Services' clients, supporting the diverse multiproduct print, insertion and mail needs of a broad base of industries. These industries include, but are not limited to, utilities, oil and gas, broker/dealers, communications, manufacturing, automotive and our own J.P. Morgan lines of business.

Check Print will enable you to submit files to J.P. Morgan to print and deliver checks, advices and related documents. You can eliminate costly print operations while maintaining control of your payment process, enabling you to focus on core competencies.

Features and Client Benefits

- Reducing internal and external fraud risk by sourcing print operations and leveraging external fraud prevention options such as Positive Pay with Teller Line and Payee Name Verification
- Streamlining and securing operations by automating and reducing manual intervention of check creation while focusing on core business activities
- Enhancing operations and becoming more efficient by transitioning paper-based transactions to electronic
- Realizing expense savings through postal discounts attained by presorting mail
- Achieving expense savings through material discounts and eliminating print equipment maintenance and document warehousing
- Streamlining implementation by selecting standard templates for accounts payable, and payroll

How It Works

Your payment system generates a file with instructions for each payment. Files are transmitted to J.P. Morgan using secure telecommunications in either a flat file or the EDI X12 820, where they are authenticated. Files that fail to pass the authentication process will be rejected, and you will be notified of the failure. J.P. Morgan prevents processing of duplicated files based on the file retention history that is maintained in the receiving systems (i.e., 13 months in File Management Services - PaySource, 30 days in the Check Outsourcing system, etc.). Syntax and edit checks ensure data is presented in the appropriate formats and key information is provided for each payment. Automated confirmations, acknowledgments and reject reports are provided, enabling clients to confirm and manage payment processing.

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Appendix K – DocManager Solutions℠

Did you know handling paper – creating, distributing, retrieving, filing and destroying documents – can account for up to 30% of your overhead?

Achieve greater cost savings, longevity and security of your document lifecycle with DocManager Solutions. Choose from a comprehensive suite of tools for:

- Capturing documents as images
- Routing and managing electronic documents and images
- Archiving electronic documents, images and content for retrieval

A true enterprise content management solution, DocManager offers a long-term strategy for converting paper documents, managing image workflow and accessing images quickly through a secure network. It provides the latest levels of disaster recovery, online functionality and innovation that you expect from the world's best Internet bank.

Key Features and Benefits:

Save time and money by eliminating costly processes and equipment

Improve company wide efficiencies

Provide added security for your data and images with state-of-the-art disaster recovery methods

Choose only the services you need

1. *Document Capture℠*

Would you like to stop:

- Investing in new scanning equipment and software, storage methods or other resources to keep up with advances in technology?
- Worrying about the security of your paper documents and information?

Document Capture transforms your paper documents into easy-to-store digital images you can store in-house or via Document Archive and Retrieve℠.

Our capture locations operate around the clock, scanning millions of items per year. We track documents closely to reduce the possibility of errors and data security breaches through frequent auditing, video monitoring and other methods. You also benefit in other ways.

- Rely on a highly secure, dedicated environment to help safeguard your information throughout the process
- Capture images from a broad range of sources – CD-ROM, tape, paper, etc.
- Determine the parameters used to index documents for complete flexibility, control and easy retrieval

2. *Document Manage℠*

Want to eliminate:

- Spending time and resources managing paper invoices, personnel and client records?
- Dedicating hours or even days searching for and routing paper across your organization?

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Document Manage offers an easy way to manage and share content with individuals or groups in a secure, Internet-based environment. Assignees may view documents and images simultaneously, make processing decisions, update a document's attributes and more.

Images and transaction data are integrated according to company-defined indexing fields such as account number, amount, date, etc.

Your staff may sort results based on each of these criteria and can export images and documents to their PCs. You also:

- Help secure data and images with state-of- the-art disaster recovery methods
- Control user setup and entitlements
- Apply workflow criteria and automation to imaged documents and records

3. Document Archive and Retrieve℠

What if you could avoid:

- Managing ad hoc retrieval requests from customers, staff, auditors, regulators and others?
- Dealing with storage space, security, retention and access challenges and how they impact your budget, productivity and ability to provide customer service?

Document Archive and Retrieve, our Internet- based archive service, allows you and your staff to load, store and access digital documents, forms, reports and data. Easy access to a high-resolution images in a central repository can lead to lower administrative costs and faster response to internal and customer inquiries.

In addition, users can define up to 30 index fields and search for documents by these index fields. They may also print, download or copy documents into a letter, fax, e-mail or various software applications. You also:

- Eliminate the need to maintain technology and specialized technical resources that go along with an in-house archive
- Receive business continuity with dual-site backup
- Control user setup and entitlements

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Consolidated Service Terms

J.P. Morgan Chase provides an array of treasury services to meet your business needs. This booklet contains important information about J.P. Morgan Chase solutions that we provide. If you would like to add a service that is covered in this booklet, please contact your Commercial Banking Representative

TREASURY SERVICES (United States)
Commercial Bank

Welcome to JPMorgan Chase Bank, National Association ("J.P. Morgan", "Chase", or "Bank"). We are pleased that you have decided to maintain a banking relationship with us. This Consolidated Service Terms booklet ("Booklet") contains the terms and conditions for certain cash management services ("Service Terms") J.P. Morgan may provide to you. By executing the Account Terms Acceptance Letter, Certificate Regarding Accounts, Business Signature Card, service implementation form or similar document, or by using or continuing to use any of the services referenced herein after receipt of this Booklet, you agree that the Service Terms included in this Booklet, in addition to the Account Terms and such supplements, amendments, notices and additional service terms provided to you from time to time will govern your existing and future deposit accounts maintained with us, in addition to those services that the Bank provides to you, as applicable.

Part I includes Treasury Services Service Terms applicable to all Commercial Banking customers. Part II includes Service Terms for additional services that the Bank may provide to you. Part III includes Service Terms applicable for Liquidity Solution services which the Bank may provide to you. All Service Terms are subject to the Bank's Account Terms. Any modifications to this Booklet, including but not limited to any changes, amendments, deletions, and/or additions, will not be binding upon the Bank unless such modifications are acknowledged and agreed to it writing by an officer of JPMorgan Chase.

We look forward to serving your business needs and thank you again for choosing Chase.

I. SERVICES FOR COMMERCIAL BANKING CUSTOMERS

A. ACH Origination 3
B. ACH Debit Block and Transaction Review 5
C. USD Funds Transfer 6
D. USD Funds Transfer By Check 6
E. Lockbox 7
F. Coin & Currency 8
G. Positive Pay, Reverse Positive Pay & Payee Verification 9
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The services described herein (each a "Service") are subject to the Bank's Account Terms (as may be amended from time to time), which are hereby incorporated by reference into each Service Terms. By using any of the Services described hereunder, the Customer acknowledges that it has received and agreed to the Account Terms, as supplemented by these Service Terms. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms

Part I: Service Terms – Consolidated Service Terms Booklet

A. ACH Origination

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

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

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

   The Bank will notify the Customer of any transactions or other transmissions that are rejected or returned. If the Customer wants the Bank to reprocess those transactions or transmissions, the Customer must correct them and resubmit them. The Customer agrees to furnish the Bank with copies of any authorizations or notifications, if requested.

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

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

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

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

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The Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of credit Entries and/or debit Entries and Drafts that the Bank will release on the Customer's behalf. The Bank may change or cancel the limits at any time without prior notice to the Customer, although the Bank will try to notify the Customer before the Bank does that.

4. **Warranties; Indemnity.** Except as specified below, the Customer will be deemed to make the same warranties to the Bank as the Bank makes pursuant to the Rules. In the case of an Entry originated to another account with the Bank, warranties will be deemed to be given as of the time the Bank first processes the Entry. The Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data the Bank transmits to the file specifications contained in the Rules. The Customer further represents, warrants and acknowledges that each Entry and Draft it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States.

   The Customer agrees to indemnify the Bank and the Bank's employees, officers, directors and agents and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (1) the Customer's breach of any warranty made under this section and (2) compliance by Bank and the RDFI with any request the Customer makes for a cancellation, stop payment, reversal or recall of any Entry.

5. **Stop Payments; Reversals and Recalls.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Entries or other instructions may not be amended or modified.

6. **Third-Party Service Providers.** The Customer may choose to use a third-party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on the Customer's behalf. If the Bank accepts such Entries or other instructions, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider, and the Customer is responsible for all costs and expenses of the Customer's provider.

7. **Third-Party Sender.** If the Customer is a Third-Party Sender, as such term is hereafter defined, (a) the Customer warrants that the Originator has agreed to be bound by the Rules and has satisfied the obligations of an Originator under the Rules; (b) in any case where the Originator fails to perform its obligations under the Rules as an Originator, the Customer shall indemnify, defend and hold the Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, that result directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules; (c) the Customer agrees to cooperate with the Bank regarding any request for information concerning the identity of any Originator; and (d) the Customer represents, warrants and covenants that neither these Service Terms nor anything related to the ACH Origination Services violates, contravenes or is inconsistent with any of the terms, conditions or provisions of any agreement, understanding or arrangement between the Customer and the Originator. Further, the Bank will rely on the Customer to evaluate the legitimacy of the Originators and their transactions originated by the Customer and for ensuring that instructions do not involve illegal activities. The Customer hereby represents and warrants to Bank that Customer (a) conducts due diligence on each Originator for which the Customer is initiating Entries in accordance with "Know Your Customer" policies and procedures maintained by Customer that provide for the gathering of information relating to the originator's principal business activities and geographic location and verification that the Originator is operating a legitimate business and (b) regularly monitors its Originator's transactions for suspicious activities. Upon request by the Bank, the Customer shall promptly provide to the Bank Customer's written due diligence policies and procedures and results of monitoring activities.

   The Customer must notify the Bank immediately if the Customer suspects or becomes aware of any activity or transaction of an Originator that the Customer believes may be of an illegal or illegitimate nature or that involves the proceeds of illegal activity or that was conducted, in part or whole, for the purpose of disguising the source of funds. The Bank will be entitled at any time upon notice to the Customer to decline to provide the ACH Origination Services, or terminate the provision of ACH Origination Services, for any Originator on whose behalf the Customer is originating Entries if the Bank determines that there are excessive returns or reversals of Entries originated on behalf of such Originator or if the Bank becomes aware of any information indicating suspicious, fraudulent or illegal activity related to such Originator or for any other reason. Customer shall provide the Bank with ongoing access, at Bank's request, to all Originators' files. Further, upon notice from the Bank, the Customer shall provide such auditors and other Bank personnel as the Bank may, from time to time, designate in writing with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of performing audits to verify the Customer's compliance with this section. As used herein, "Third-Party Sender" shall mean a person who is not an Originator, who has authorized an ODFI or another Third-Party Sender to transmit, for the account of the Third-Party Sender or another Third-Party Sender, (i) a credit entry to the account of a Receiver with an RDFI, or if the Receiver is also the RDFI, to such Receiver, in order to effect a payment from the Originator to the Receiver, or (ii) a debit entry to the account of a Receiver, or if the Receiver is also the RDFI, to such Receiver, in order to effect a payment from the Receiver to the Originator.

8. **IAT Entries.** If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

   If a foreign currency conversion is performed by Bank in connection with an IAT Entry, Customer acknowledges that the foreign currency exchange rates fluctuate, and accepts the risk of such fluctuation, including fluctuations in rate between the time Customer submits the Entry Data Instructions and the time the transaction is executed and/or reversed, returned or recalled. Any payment returns and/or reversals will be credited to Customer's account in the currency in which Customer's account is denominated, and Customer is responsible for any rate fluctuations.

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In the event of an erroneous or duplicate IAT Entry originated for payment to a receiving bank outside the United States, the rights of Bank and Customer with respect to reversal or recall of such Entry are subject to the laws, regulations and payment system rules of the receiving bank's jurisdiction.

Customer acknowledges and agrees that IAT Entries may be delayed in processing or posting due to the Bank's or RDFI's review of such Entries for OFAC compliance. Further, Customer understands and acknowledges that unlike PPD Credit Entries, there is no requirement under the Rules that IAT Credit Entries that are made available to an RDFI by its ACH operator by 5:00 pm on the banking day prior to the Settlement Date be made available to the Receiver at the opening of business on the Settlement Date; cleared IAT Credit Entries must be made available no later than the Settlement Date of the entry, but funds are not required to be available at opening of business on the Settlement Date.

B. ACH Debit Block & ACH Transaction Review

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

1. **ACH Debit Block:**

(a) Service. The Customer can select from a variety of authorization or blocking criteria and advise the Bank in a manner and form acceptable to the Bank. The Bank will return any blocked transaction indicating that the ACH debit was not authorized.

(b) Company ID Numbers. If the Customer elects an option that blocks or allows ACH debits from specified companies, the Customer must supply the Bank with the applicable ACH Company ID Number of the Originator as it appears on the Company/Batch Header Record. The Company ID Number will be the sole criterion for blocking Debit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator. The Customer will be solely responsible for obtaining the correct Company ID Number for each such Originator.

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

(c) Debits Not Affected by Blocking. ACH debit blocks do not apply to certain transactions. The following types of ACH-related debits will not be blocked:

- debits to the Customer's account to offset any ACH credit Entries originated by the Customer through Bank;
- reversals of previously received ACH credit Entries;
- returns or reversals by the RDFI of ACH Debit Entries originated by the Customer through the Bank;
- Reclamation Entries;
- debits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments or for fees, charges or other amounts the Customer owes the Bank; and
- debits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. **ACH Transaction Review:**

(a) The Customer shall use filter criteria available through the service to select the types or categories of incoming ACH debit and/or credit transactions to be reviewed or the Customer may elect to review all incoming ACH transactions subject to Section 2(d) below.

(b) Based upon the filter criteria selected by the Customer, ACH transactions meeting that criteria will be made available for the Customer to review not later than a designated time on the banking day following the day on which the transactions are posted to the Customer's account. The details provided by the Bank for each Entry will include account number, dollar amount, company ID, receiver's name, standard entry class code and settlement date.

(c) The Customer shall advise the Bank by means of an agreed upon transmission method not later than the Bank's designated cutoff time on the same day as transaction information is made available for those transactions, if any, that are unauthorized and that the Customer wishes to return. The Bank is entitled to rely on any instructions that it receives and that it reasonably believes to be genuine. The Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to the Customer as to which Bank does not receive a timely return instruction from the Customer will remain posted.

(d) The following types of ACH transactions will not be made available for the Customer's review and decisioning:

- debits or credits to the Customer's account to offset any ACH Entries originated by the Customer through the Bank;
- reversals of previously received ACH Entries;
- returns or reversals by the RDFI of ACH Entries originated by the Customer through the Bank;

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- Reclamation Entries;
- debits or credits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges the Customer owes the Bank; and
- if the Customer is also subscribing to the ACH Debit Block service, any transactions blocked and returned pursuant to that service.

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

C. U.S. Funds Transfer

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

1. **Service.** The Customer may issue payment orders against its accounts with the Bank by means of SWIFT, electronically, by telephone or by such other method as the Customer and the Bank may agree upon. All funds transfer instructions sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" or "TIMED" in such field as the Bank specifies, the Bank will use reasonable efforts to move such payment order to the front of the Bank's processing queue, and such payment shall be handled in accordance with the Bank's procedures for processing such payments

2. **Security Procedures.** All payment orders and communications requesting amendment of payment orders issued in the Customer's name are subject to verification by the Bank in accordance with the security procedures agreed upon between the Customer and the Bank. Such security procedures may be set forth in written agreements between the Customer and the Bank.

3. **Advices.** The Customer may subscribe to Bank services for the delivery of account-related activity and information ("Advices"), to a party designated by the Customer, including but not limited to information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT or to devices capable of receiving text messages, such as alphanumeric pagers and cellular phones, or as otherwise agreed upon by the parties. The Customer is responsible for maintaining the accuracy of the information that is required to deliver such Advices, including but not limited to the address and/or telephone number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

4. **Processing.** The Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances. The Bank and other financial institutions may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the funds transfer. Also, the beneficiary's bank in the funds transfer Instruction may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary.

5. **Same-Day Amendment and Cancellation Service.** The Customer may subscribe to a service to enable same-day amendment and cancellation of payment orders. Once the Bank has expressly approved the customer's use of the service, all cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.

6. **Reference Pattern Search.** The Customer may subscribe to a service to enable the Customer to instruct the Bank to repair information on incoming and outgoing payment orders, and to perform additional services related to beneficiary deduction services. The Customer shall comply with such formatting requirements specified by the Bank in connection with such services. In connection with beneficiary deduction services, the Customer represents and warrants that it has obtained all necessary authorizations to enable the Bank to deduct transaction charges from the funds transfer amount payable to the beneficiary.

D. U.S. Funds Transfer by Check

J.P. Morgan's U.S. Funds Transfer by Check Service allows the Customer to instruct the Bank (as the Customer's agent) to draw U.S. dollar checks ("Disbursement Checks") payable to the order of payees and in amounts designated by the Customer for distribution.

1. **Requests for Disbursement Checks.** All requests for Disbursement Checks must be transmitted to the Bank via authenticated SWIFT transmission, or one of the Bank's proprietary access mechanisms. The Customer shall transmit the requests in such format as the Bank specifies from time to time. The Bank may (but shall have no obligation to) process requests that do not conform to these Service Terms and may impose additional fees for such processing.

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2. **Issuance.** Unless the Customer specifies a future issuance date in the Customer's request, each Disbursement Check will be issued within one banking day of the day on which the Bank receives the issuance request. The Bank will not honor requests to draw Disbursement Checks to any person or entity with whom or with which the Bank is prohibited to do business by law or regulation, or in any case where compliance would, in the Bank's judgment, conflict with applicable law or good banking practice. Disbursement Checks will be signed by the Bank on the Customer's behalf substantially as follows:

   Drawer: [Customer Name]

   By: JPMorgan Chase Bank, N.A. as Agent
   for the Above-Named Drawer

   As of the day a Disbursement Check is issued, the Bank will debit the Customer's designated demand deposit account in the amount of the issuance instruction.

3. **Stop Payments Orders.** The Customer may issue a stop payment order in respect of any Disbursement Check only by a message sent via authenticated SWIFT to a Bank location to be designated by the Bank and in the format designated by the Bank from time to time. Any stop payment order must include the reference number assigned by the Bank to the Customer's request for the issuance of such Disbursement Check. The Customer shall pay a service fee for each stop payment order in the amount then in effect at such time the Customer issues the stop payment request.

E. Lockbox

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

1. **Service.** The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. Customers requiring Caller Service or Business Reply Mail Service for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the United States Postal Service (the "USPS") and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS for such services or any other action taken or not taken by the USPS. The Customer is responsible for ensuring their customers' remittances are properly addressed in order to prevent delays in processing.

2. **Deposit; Endorsement.** The Bank will collect all mail delivered to the designated Post Office Box, and will open the mail, process the checks eligible for this service (the "Items") and credit the funds to the Customer account or process for collection the Items received, except: i) Items that the Customer has instructed the Bank in writing, and the Bank has received not to process; ii) Items that the Bank believes should receive the Customer's special attention; iii) Items for which the Customer is not the payee, unless the Customer has provided proper authorization to process for credit or collection of such Items; and iv) any other matter or merchandise received. The Bank will not process such excepted Items or other matters or merchandise but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any charge-backs; the Bank assumes no liability for any matter or merchandise received through the Post Office that is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank.

3. **Differing Amounts.** If the amount of an Item written in words and figures differ, and the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, the Item will be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim that may arise from that action.

4. **Foreign Items**

   (a) Canadian Item Processing. Unless the Bank has agreed otherwise, the Bank will submit both U.S. Dollar and Canadian Dollar items for processing through correspondent banks in Canada. The Customer must maintain an adequate line of credit to cover the total value of all outstanding Canadian Items in order to avoid Canadian items being processed for Collection. The Bank assumes no liability for delays in processing due to an insufficient credit line. Additional fees may apply for items handled through Collection. Canadian Dollar checks drawn on banks in Canada will be deposited to the Account unless otherwise agreed to by the Bank and the Bank will subsequently make any adjustments to the Account for the currency difference and the currency exchange rate fee. The Bank will credit the Customer Account for Items processed for collection as set forth in the Bank's collection policies as amended from time to time, less all fees and charges. The Customer bears all risk of any fluctuation in currency exchange rates.

   (b) All Other Foreign Items. Unless the Bank has agreed otherwise, the Bank will process for collection any foreign Items received, in accordance with the Bank's usual collection procedures for such Items. The Bank will credit the Customer Account for Items processed for collection as set forth in the Bank's collection policies as amended from time to time, less all fees and charges. The Customer bears all risk of any fluctuation in currency exchange rates.

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5. **Returned Items; Re-presentment.** If any Item is returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items that have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentment.

6. **Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing images of Items ("Item Images"), images of Documents ("Document Images") and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data that are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that CD-ROMs are not encrypted and that once a CD-ROM is received by it, or it has received or accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Item Images, Document Images and lockbox transaction data. The Customer also acknowledges that CD-ROMs delivered to an unintended recipient could be viewed by that recipient.

7. **Image Option.** If the Customer elects and this image option is available at the designated the Bank processing location, the Bank will provide Item Images received together with Document Images, through the media ("Delivery Media") and at the intervals agreed upon between the Bank and the Customer. The Customer may receive additional service material, including user guides, software licenses and other terms in connection with the selection of this option.

8. **Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than 14 days. All original documents will be destroyed 14 days after processing. If the Customer uses the Bank's Regional Retail Lockbox product, associated original documents are retained on site no longer than 7 days. The Bank will store Item Images for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects storage of Document Images, the Bank will store Document Images for a period of thirty (30) days (Short-Term Storage) to ten (10) years (Long-Term Storage) from the date of the applicable transaction, per the Customer's selection. If the Customer elects to image and not store Document Images with the Bank, such images will be delivered to the Customer via daily Direct Image Transmission.

9. **Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.

10. **Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cutoff times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cutoff times established by the Bank are in compliance with the Disclosures and Customer's responsibilities under applicable laws and regulations. The Customer further acknowledges and agrees that the data processed by the Bank belongs to the Customer or the Customer's clients.

F. Coin & Currency

Coin and Currency Services, also referred to as Cash Vault Services, provides coin and currency delivery and deposit services to companies that use large quantities of cash. With a nationwide vault network, Customers can place orders for currency, make deposits 24/7 and track activity by location through electronic reporting options.

1. **Cash Orders.** The Customer may issue written instructions for the Bank to deliver coin and currency to an armored courier service as designated by the Customer (the "Courier") in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that orders for cash can be transmitted to the Bank only during such time as set forth in the Cash Order. The Bank is authorized to debit the Customer's designated account for the amount set forth in the Cash Order (the "Cash"). If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of its branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. The Bank and the Customer may agree to a limit on the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").

2. **Cancellations and Amendments.** A Cash Order may be cancelled by the Customer orally, telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act for the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended orally or telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered or other error, at the sole risk of the Customer.

3. **Notice of Rejection/Execution.** If the Bank rejects a Cash Order request, it will promptly notify the Customer of the reason. The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order, the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.

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4. **Security Procedure.** The Bank must receive a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer that identify the Customer and the location (collectively, "Codes"). The Customer agrees that: (a) use of Codes constitutes a security procedure for verifying the authenticity of a Cash Order as being that of the Customer ("Security Procedure"); and (b) the Customer is bound by any Cash Order, the authenticity of which is verified as being that of the Customer by the Bank using the Security Procedure; and any Cancellation. The Customer and the Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.

5. **Courier Service.** The Customer may deliver and pick up shipments of cash or checks to or from the Bank by using the services of a courier that has been authorized by the Bank, who will act solely as the Customer's agent. The courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer.

6. **Deposit Presentment and Processing.** With regard to deposits delivered to one of the Bank's vault areas, the Customer must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only cash, coin and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.

   (a) Delivery to Vault. If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit.

   (b) Delivery to Branch for Delayed Processing. If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.

   (c) Delivery to Unattended Facility. If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN"). The Customer must return all access devices to the Bank upon request. We will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.

7. **Discrepancies.** All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer or the receipt provided to the Customer or its Courier upon initial presentment, the count will be recounted. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer, and the Bank may correct any credit made to the Customer's account. The Bank will notify the Customer's representative designated in the service implementation questionnaire if the difference is more than the minimum amount specified in the Bank's guidelines. All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin difference is identified, contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be postmarked within 48 hours of receipt of the Cash Order. Any claims postmarked after the 48-hour period will be denied and Customer will have no right to request or receive an adjustment after such time period.

8. **Relationship upon Delivery of Bags.** Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account as provided in these terms, the Bank is not responsible for any authorized contents or the value of any such authorized contents based upon any deposit ticket included with the bag.

9. **Liability at Unattended Facility.** The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.

G. Positive Pay, Reverse Positive Pay and Payee Verification

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

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1. **Issuance Information.** The following information is defined as "Issuance Information" for each Item: i) Account number; ii) Item serial number; iii) dollar amount; iv) issue date [for Positive Pay and Payee Verification only]; and v) the payee name [for Payee Verification only]. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the Banking Day on which the Customer issues Items, by means of a mutually agreed upon transmission method the Issuance Information. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will send the Customer the Issuance Information and the Customer will compare such information with the checks they have issued.

2. **Discrepancies.** For Positive Pay and Payee Verification, if Items are presented to the Bank for which it has not received timely Issuance Information or containing information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, as required above, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment; and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions that it receives and reasonably believes to be genuine.

3. **Payee Verification Additional Terms.** For Payee Verification, Customer acknowledges that Items that have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If the Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for not detecting any discrepancy between the Item and the Issuance Information or for processing such Item. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, the Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to payee name comparison, the Bank will compare the payee name provided in the Issuance Information to the payee lines in the name/address block identified on the Item presented as provided for in the Bank's setup requirements and will be limited to those parameters specifically agreed to by the Customer and Bank.

4. **Voided Items.** The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer wants to stop pay on a check that has been issued, the Customer is required to issue any Stop Payment request pursuant to the Bank's Account Terms, outside of these services.

5. **Item Payment.** The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards; in no event shall the Bank be obligated to inspect any check for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.

6. **Over the Counter Presentment.** The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch locations at the teller line, the Customer authorizes the Bank to pay such Item based upon the Positive Pay information at the teller line. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

H. Controlled Disbursements

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

1. **Controlled Disbursement Account.** Each controlled disbursement account, except as set forth herein, shall be opened and maintained in accordance with the Bank's Account Documentation. The Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute the Customer's negligence contributing to the making of any unauthorized signature and the Customer assumes the risk that Items presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled disbursement Account which would otherwise generally have been returned under such positive pay services.

2. **Payment of Items.** The Bank, on each banking day, will advise the Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. The Bank will honor checks or drafts ("Items") that are properly payable but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and applicable implementation form.

3. **Over-the-Counter Presentment.** The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.

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4. **Funding Account for Controlled Disbursement.** The Customer will maintain with the Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). The Customer authorizes the Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. The Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.

5. **Media.** The Bank will transmit to the Customer by the transmission method or media agreed to by the Customer and the Bank information regarding the Customer's Controlled Disbursement Account.

6. **Routing Transit Number.** The Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. The Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.

7. **Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.

I. Image Cash Letter

The Image Cash Letter Service allows the Customer to make certain deposits electronically by using a capture device to create an electronic image of a paper check and transmit it and related data to the Bank. As part of the Service, the Customer must use software and hardware provided by or acceptable to the Bank.

1. **Transmission and Processing.** The Customer shall provide through its own methods or devices the captured check images and check data, including the magnetic ink character recognition formatting (MICR) information through electronic transmissions (the "Transmissions") in the format and specifications required by the Bank's File Standards and within the cutoff times provided by the Bank. The Customer authorizes the Bank to process the Transmissions as Substitute Checks, Electronic Images or Photos in Lieu, as may be applicable for further clearing through or with any other financial institution, clearinghouse or Federal Reserve Bank. If the Customer has chosen to have items processed as ACH transactions, the Bank will convert eligible items to ARC or POP entries, as defined and provided for in the ACH Origination Service Terms. The Customer agrees that it is solely responsible for the creation and sending of these Transmissions to the Bank. If any Transmission (including any source document for purposes of these Service Terms) does not meet the Bank's or any transferee's standard requirements for processing, the Customer assumes all risk of loss or delay in processing such Transmission and authorizes the Bank to either (a) return the Transmission to the Customer without further processing, (b) process the Transmission as sent from the Customer, (c) process the Items as photocopies in lieu of the originals or (d) repair or attempt to repair the Transmission for further processing.

2. **Image Cash Letter File Deposit Time.** The Transmissions must be sent to the Bank prior to the deposit deadline. Any Transmission will be deemed to have been received when the entire file has been written onto the Bank's system and made available for the Bank to validate. Based upon the size of the Transmission file, there may be a significant delay between the time Customer begins to send the file and the completion of the transfer as stated above. As a result, the Customer will make every effort to send the Transmission file as early as possible. Files that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on the deposit deadline that is met.

3. **Customer Responsibility.** The Customer shall be solely responsible if any Transmission for which the Customer has been given provisional credit is returned or reversed, and neither the Bank nor its subcontractors shall be liable or responsible for same. The Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. The Customer agrees that the Bank shall have no liability for the content of payment-related information. The Customer shall be solely responsible for the original checks, including storage and retrieval. The Customer agrees to provide a legible copy of an image or the original check if requested by the Bank within five (5) business days of such request. If the Customer is unable to provide the original or legible copy, the Customer shall be liable for any associated loss or claim involving the check.

4. **Suspension/Cancellation of Service.** The Bank reserves the right to suspend or terminate the Service, in whole or in part if the Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the service in a manner inconsistent with the rules and regulations relating to the service being provided and such breach. Further, this service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the service upon thirty (30) days' prior written notice to the other party; provided, however, that the terms of Section 10 will apply to any termination prior to the time period set forth in the pricing schedule.

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5. **Warranties.**

   (a) Customer warranty. The Customer warrants and represents to the Bank that: (a) each Transmission contains accurate and legible images of all of the information on the front and back of the original checks at the time each check was truncated; (b) each Transmission also contains a record of all applicable micro-line information required for a substitute check and the accurate amount of the check; (c) each Transmission complies with the technical standards for an electronic item under Regulation J, Federal Reserve Operating Circulars 3 and 5, and for a substitute check under Federal Regulation CC; (d) no person will receive a transfer, presentment or return of, or otherwise be charged for, the check (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based upon a check it has already paid; (e) the Customer will not redeposit through this service any transmission representing a check previously deposited and returned to the Customer; (f) the Customer will employ commercially reasonable security measures and firewalls sufficient to protect the Transmissions and storage to ensure no unauthorized access to or use of the original checks or duplicate presentment; and (g) the Customer will only create transmissions for checks that originated as paper checks.

   (b) If the Customer is a financial institution or is otherwise transmitting items payable to third parties, the Customer also represents and warrants to the Bank that: (1) In connection with each item deposited through the service, the payee of the item has authorized the electronic transmittal of the item for deposit to Customer's account; if the Customer is scanning items from a location outside of the United States, such authorization covers the cross-border transmittal of the item; and (2) the Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know your customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which the Customer believes effectively prevents the use of the Customer's operations, personnel or facilities for money laundering purposes.

   (c) The Bank and its subcontractors make no representations or warranties, whether express, implied or statutory regarding or relating to any of the technology or service and/or access to or use of the service or technology provided to the Customer hereunder. The Bank and its subcontractors specifically disclaim any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement. The Bank and its subcontractors also do not guarantee that the Customer's access to the service provided under these terms will be uninterrupted, error free or secure.

6. **Third-Party Service Provider.** The Customer may choose to use a third-party service provider or service bureau to submit items or perform other functions for and on the Customer's behalf. If the Bank accepts such items or other instructions from the Customer's provider or service bureau, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider including all costs and expenses incurred by the Customer's provider.

7. **Pricing Schedule/Volume/Termination Penalties.** The Bank and the Customer may agree to a pricing schedule incorporated herein by reference, including the length of time the service will be provided, the charges/fees and the volumes, as may be stated in the pricing schedule. If the Customer terminates the Service or the service is otherwise terminated without fault of the Bank prior to the period of time set forth in the pricing schedule, the Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the service for the period of time the service was provided to the Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.

8. **Limitation of Liability.** In no event will the Bank's liability under these terms for any damages of any kind exceed an amount equal to the fees the Customer paid the Bank for the service during the twelve (12) months preceding the date on which the Customer made the corresponding claim. If the Customer makes a claim during the first twelve (12) months of the service, the Bank's liability will be limited to the average monthly fee the Customer paid during that time multiplied by 12. This limitation of liability is in addition to the terms set forth in the Account Terms.

9. **Indemnification.** The Customer agrees to indemnify the Bank for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by the Customer pursuant to these service terms or the Account Documentation; any claim pertaining to any warranty or indemnity that the Bank makes with respect to an item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearinghouse rules applicable to Items. These indemnities are in addition to those in the Account Terms and relevant Service Terms.

10. **Miscellaneous.** The provisions of Sections 3, 5, 7, 8 and 9 shall survive termination of these Service Terms.

J. Check Printing

The Check Printing Service enables the Customer instruct the Bank to issue checks and/or documents on behalf of the Customer.

1. **Payment Orders.** The Bank will execute each payment order issued by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Payment Order"). Payment Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.

2. **Cancellations.** A Payment Order may be cancelled by the Customer if notice of cancellation is received by the Bank in writing from a person it reasonably believes is authorized to cancel the Payment Order for the Customer ("Cancellation"); provided, however, that a Cancellation will not be effective unless and until it is received by the Bank so that the Bank has a reasonable time to act upon such Cancellation and that the related Payment Order has not already been accepted by the Bank or the related check has not already been issued by the Bank. A Payment Order may not be amended or modified. The Bank has no obligation to adjust or stop payment or posting of a Payment Order it has accepted.

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3. **Receipt of Payment Orders and Cancellations.** Customer shall transmit Payment Orders to the Bank to the location and in compliance with the formatting and other requirements provided by the Bank in the operating procedures prepared for the Customer. The Bank may reject any Payment Order that does not comply with this Section.

4. **Identifying Number.** The Customer acknowledges that: (a) if a Payment Order identifies its beneficiary or specifies the owner of the account to be debited, as applicable, by both a name and an identifying or bank account number and the name and number identify different persons, execution, or transmittal of the Payment Order, payment to the beneficiary or debit to the account to be debited may be made solely on the basis of the number; and (b) if a Payment Order identifies any bank both by a name and an identifying number and the number identifies a person different from the bank identified by name, any bank may rely solely on the identifying number.

5. **Issuance of Checks/Documents.** For each Payment Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other Documents to be completed; and (d) mail the check or send the check by courier along with any Document as agreed upon (collectively, "Issue"). The Customer expressly grants the Bank the authority to Issue each check and Document.

6. **Notice of Rejection.** The Bank will promptly notify the Customer if a Payment Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Service or given electronically, orally, by telephone or facsimile transmission.

7. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Payment Order as received from Customer and is entitled to rely on the information contained therein. No agreement or instruction of the Customer restricting acceptance of any Payment Order is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank and the Bank has had a reasonable opportunity to act before any affected Payment Order is executed, made or transmitted by the Bank.

8. **Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that the Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event that the Bank receives conflicting notices or instructions, the Bank can act on either notice or instruction or can refuse to act. Customer shall indemnify the Bank, its officers and employees and hold it and them harmless for and from any and all claims, losses liabilities and expenses arising or resulting from actions taken or not taken by the Bank in conformity with the notice or instruction it receives from Customer.

9. **Limitation of Liability.** The Bank will exercise reasonable care in the performance of the Service. The Bank shall not be liable to Customer, other than as imposed by law or by these Service Terms for failure to act in accordance with reasonable commercial standards in the banking industry. Reasonable care in providing these Check Print Services shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or an honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful. The Bank shall not be liable for consequential, indirect or special damages even if it has been advised of the possibility of them.

K. Telephone Tax Payment

The Telephone Tax Payment Service is a Service whereby the Customer can direct the Bank, via touchtone telephone, pc dial-up or browser-based platform, to make tax payments via ACH from an account with the Bank that the Customer specifies. The Bank may pay taxes from the Customer's account in accordance with any instructions issued in the Customer's name that the Bank verifies pursuant to the security procedures specified in these Service Terms. The ACH Origination Service Terms are incorporated into these Service Terms by reference.

1. **Receipt of Instructions and Cancellations.** The Customer may send instructions and cancellations only during service hours the Bank specifies. The Bank may change the service hours upon prior notice to the Customer. The Bank must receive instructions not later than the cut-off time the Bank establishes. The cut-off time will be on or before one or two banking days, depending upon the type of tax payment, prior to the banking day the appropriate taxing authority is to be paid.

   The Bank must receive any cancellations by the cut-off time the Bank establishes for cancellations on the banking day prior to the scheduled posting of the debit to the Customer's account. The Customer may only cancel a tax payment instruction before the Bank processes it. Cancellation instructions must be received through this tax payment service. If the Customer missed the cut-off time but still wants to cancel a tax payment, the Customer must communicate the request directly to the Bank's Customer Service area. The Bank will request a return of the tax payment from the taxing authority. The taxing authority may assess a penalty for processing the return.

2. **Tax Payment Security Procedure.** Instructions or Cancellations may be initiated only by entering, via touchtone telephone, pc dial-up or browser-based platform, a user ID, password and/or other access code that the Bank assigns to the Customer or that the Customer selects using the parameters the Bank specifies. Cancellations may also be initiated by contacting the Bank's Customer Service area and providing the Customer's valid user ID, password and/or other access code.

3. **Funding.** The Customer authorizes the Bank to debit the Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event the Customer does not have sufficient funds in the Customer's applicable account to cover the amount of a tax payment, the Bank shall have no obligation to make the tax payment for the Customer but if the Bank does, the Customer agrees to reimburse the Bank immediately. Funds the Bank receives and hold pursuant to this service shall be held as a deposit liability to the Customer and not in trust for the Customer or the taxing authority.

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4. **Limitation of Liability.** If because of the Bank's negligence or willful misconduct the Bank fails to make the Customer's tax payment in a timely manner and that directly results in the Customer being penalized or owing interest, the Bank's maximum aggregate liability shall be limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees the Customer paid the Bank during the prior 12 months. The Customer agrees to reasonably cooperate with the Bank in the Bank's attempts to persuade the taxing authority to abate any penalty or interest.

L. Client Access

Client Access provides for electronic access to the Customer's account information, reports and data (collectively, "Data") and for the electronic transmission to the Bank of messages, service requests, and payment and nonpayment instructions (each an "Instruction"). The Bank reserves the right to modify the applications and products (each an "Application") available via the Service, upon notice to the Customer.

1. **Security Procedures:**

   (a) A Bank issued or approved security device (a "Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer, including without limitation the procedures set forth herein. The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same.

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

   (b) The Customer shall designate security administrators who shall have equal authority in accordance with the administrative control procedure for each Application. The Customer agrees to notify the Bank of any change in security administrators in the manner and form designated by the Bank. Any such changes shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

   (c) The security administrators shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service that each user may access; (iii) requesting, creating, controlling, disseminating and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each user of his/her obligations hereunder or under any of the applicable Account Documentation, as defined in Section 5 below. The security administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users. In the absence of a valid designation of a security administrator at any time, the Bank may deliver Security Devices and materials to any person authorized to act on behalf of the Customer with respect to the accounts.

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

3. **Instructions; Data:**

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

   (b) The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to e-mail addresses and fax and telephone numbers.

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

4. **Customer Warranties.** The Customer represents and warrants to the Bank that: (i) prior to submitting any document that designates Authorized Users, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing the geographic location of its Authorized Users and shall provide all updates to such information; and (iii) the Customer shall not access the Service from any jurisdiction that the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized. The Customer hereby represents and warrants to the Bank that these Service Terms constitute its legal and binding obligations enforceable in accordance with its terms.

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Jurisdiction Specific Provisions Exhibit to Client Access Service Terms

The additional jurisdiction specific provisions set forth below are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction shall apply to the use of the Service by such users.

A. **Australia & New Zealand** – See further Paragraph L herein.

The Bank's liability to the Customer for loss or damage of any kind in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Customer and/or its subject matter, is reduced to the extent that Customer caused and/or contributed to the loss or damage.

Fees: To the extent that any supply made by the Bank under these Service Terms is a taxable supply for the purposes of the Australian Goods and Services Tax, or that goods and services tax under the New Zealand Goods and Services Tax Act 1985 is payable in respect of any supply under this License Agreement, ("GST"), the fees payable in respect of that taxable supply ("original amount") will be increased by the amount of GST payable in respect of that taxable supply. Customer must pay the increased amount at the same time and in the same manner as the original amount.

Consumer Warranties:

1. Australia

The following provision applies if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of this Agreement is the law in force in an Australian jurisdiction:

The Warranty and Limitation of Liability provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

"Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights and remedies pursuant to the Trade Practices Act 1974 (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option, in the case of goods to either (a) replacement of the goods; or (b) correction of defects in the goods; and in the case of services to either (a) re-supply of the services; or (b) the cost of re-supply of the services."

2. New Zealand

If the Customer is acquiring software in New Zealand, the Customer confirms it is acquiring the software for the purposes of a business (as that term is defined in the Consumer Guarantees Act 1993), and that the Consumer Guarantees Act does not apply to the software.

Miscellaneous. The following provision shall apply if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of these Service Terms is the law in force in an Australian jurisdiction:

The Limitation of Liability and Warranty provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

"Notwithstanding anything in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, a customer may have the benefit of certain rights and remedies pursuant to the Trade Practices Act (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option to (a) re-supply of the Service; or (b) the cost of re-supply of the Service."

B. **Cambodia** – See further Paragraphs L and M herein.

C. **Peoples Republic of China** – See further Paragraphs L and M herein.

The Customer agrees that: (i) the Bank shall be liable only for direct damages that are the result of its failure to exercise ordinary care or its willful misconduct; and to the maximum extent permitted by law, (ii) the Bank shall not be liable for incidental, indirect, special or consequential damages, regardless of the form of action and even if the Bank has been advised of the possibility of such damages. Nothing in these general terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud.

Notwithstanding any other provision to the contrary, where an overdraft condition may exist, to the extent permitted by law (including the law where the Customer is incorporated), the Bank may debit the Customer Account even though the debit may bring about or increase an overdraft. If any debit to the Customer Account brings about or increases an overdraft, such overdraft shall be immediately due and payable, to the extent permitted by law (including the law where the Customer is incorporated), without further notice or demand.

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The Customer represents that prior to submitting any document that designates the persons authorized to act on the Customer's behalf, including, but not limited to a security administrator designation form, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

Laws, Rules, Regulations and Practices: The Customer agrees to abide by and comply with all laws, rules and regulations (whether or not having the force of law, including without limitation rules from time to time made by the People's Bank of China and all determinations made thereunder) from time to time applying or relating to any or all of the Accounts and/or deposits the Customer may place with or through the Bank. The Bank has the right, without prior notice to the Customer (or upon notice if a prior notice is required by law), to do such acts, deeds and things and adopt such practices as the Bank may in its absolute discretion consider necessary or appropriate to ensure due compliance with or implementation of any or all of such laws, rules and regulations, notwithstanding any contrary provisions of the Account Terms and the Account Application forms. The Customer further agrees to abide by and comply with such practices(s) as the Bank may from time to time in its absolute discretion adopt in connection with such compliance or implementation.

D. **Hong Kong** – See further Paragraph L herein.

Nothing in these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. Any contractual limitation of liability shall be modified so that such provision shall be applicable to the services provided hereunder to the maximum extent permitted by law.

The Customer represents that prior to submitting any document that designates the persons authorized to act on the Customer's behalf, including but not limited to a security administrator designation form, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

E. **India** – See further Paragraphs L and M herein.

F. **Indonesia** – See further Paragraphs L and N herein.

The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.

To the maximum extent permitted by law, the Bank may, at its sole discretion, make recordings and retain such recordings of telephone conversations and data transmissions between the Customer and the Bank.

G. **Malaysia** –

(i) The following terms shall apply in relation to the Service where it is provided in relation to accounts in Malaysia and/or where the Service is provided in Malaysia:

(a) Paragraph L and P shall apply.

(b) Any references in the Service Terms to the term "Bank," shall mean J.P. Morgan Chase Bank Berhad.

(c) The Bank shall give prior notice to the Customer of any change to these terms.

(d) The Customer acknowledges that it may, through its security administrators, create maximum limits (at a user entitlement level) in relation to funds transfers that may be conducted using the Service, to limit the Customer's risks. Notwithstanding anything to the contrary in these terms, the Customer shall not be liable for any loss which is not attributable to or contributed to by the Customer.

(e) The Service Terms shall be governed by and construed in accordance with the laws of Malaysia (without reference to the conflict of laws rules thereof).

(ii) If the Service is to be accessed by a Customer (1) who is domiciled or incorporated in Malaysia, or (2) in Malaysia, that Customer undertakes not to access or utilize or attempt to access or utilize the Service provided by J.P. Morgan Chase Bank Berhad through any JPMorgan website other than http://www.jpmorganaccess.com.my.

H. **Philippines** – See further Paragraph L herein.

Subject to giving reasonable notice in writing the Bank, may amend the Account Documentation. The Customer will be deemed to have agreed to any such amendment, if the Customer fails to object thereto within five (5) days from receipt of such notice.

I. **Singapore** – See further Paragraph L herein.

Nothing in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. For the avoidance of doubt, to the maximum extent permitted by law, the Customer hereby expressly agrees that nothing done or omitted to be done by the Bank pursuant to this agreement shall amount to a breach of the Bank's obligations under the bank secrecy laws of any jurisdiction.

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The provisions in Paragraph L, as applicable to Singapore, shall be without prejudice and in addition to any other right of the Bank to disclose any information on the Customer under any applicable law.

J. **Republic of China (Taiwan)** – See further Paragraphs L and N herein.

The Customer hereby acknowledges that the Account Documentation and other related documents have been delivered to the Customer for review for a period of at least five (5) days before the execution. The Customer executes and delivers the Account Application after fully understanding the content of the above documents and hereby agrees to comply with the terms and conditions contained therein.

K. **Thailand** – See further Paragraphs L and M herein.

Nothing in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for gross negligence of that party or its employees or for fraud.

L. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Australia, Cambodia, Peoples Republic of China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, Pakistan, Philippines, Singapore, Sri Lanka, Republic of China, Thailand and Vietnam.

The Customer hereby consents to the disclosure of any information relating to the Customer to (i) any bank examiner(s), the Bank's head-office and other branch offices, its affiliates and associates, assignees or prospective assignees, (ii) the Bank's auditors, counsel and other professional advisers and (iii) any other Bank's subcontractors or agents, in each case whether in India or elsewhere, as the Bank may, in good faith, consider necessary or desirable, including without limitation:

1. for the collation, synthesis, processing and management of data and the storing of data relating to any Accounts held or transactions undertaken by the Customer;

2. the reporting of transaction details and other customer-related information for global risk management, MIS and regulatory reporting and monitoring;

3. the monitoring of the Bank's global credit exposure to its clients and others;

4. for effecting any instruction by the Customer or any transaction for the benefit of the Customer, or effecting any disclosure that may be required of the Bank by any such party;

5. enhanced operational, technology, finance and other support function efficiencies, or

6. as may be required by law, regulations or legal process, provided that the Bank shall take such measures as it considers reasonable to preserve the confidentiality of such information or documents. The Bank shall at all times maintain in confidence all confidential information and documents relating to the Customer that are in the Bank's possession subject to the Bank's right to disclose such information and documents.

M. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Cambodia, Peoples Republic of China, India and Thailand.

Any dispute arising out of or in connection with the services provided pursuant to these Service Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The International Arbitration Act (Cap 143A) shall apply. The tribunal shall consist of a single arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The arbitral proceedings shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to have judgment.

The arbitrator shall in all instances be required to apply the substantive law of the State of Ohio, United States of America (without reference to the conflict of laws rules thereof) and to enforce and apply the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. Under no circumstances shall the arbitrator be permitted to award: (i) punitive damages; or (ii) damages of any nature in excess of the amount claimed. In addition, all statutes of limitation that would be applicable in any court proceeding involving the same subject matter shall apply in any arbitration proceeding brought hereunder. Nothing in this clause shall be deemed to exclude the right of either party to apply for interim injunctive relief from the State or Federal courts of the State of New York, United States of America, provided that any court proceedings shall be restricted to such purposes only, unless the parties agree otherwise.

Notwithstanding the above, any disputes related solely to a Customer Account opened and maintained in a state or jurisdiction other than New York shall be governed by the laws of that state or jurisdiction (without reference to the conflicts of law rules thereof).

N. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Indonesia and Republic of China (Taiwan).

Notwithstanding anything to the contrary contained in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the Bank shall have the right to proceed against the Customer in any other competent court in any

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other jurisdiction where the Customer's assets are situated from time to time and the Customer agrees to submit to the jurisdiction of any court so chosen by the Bank. The Customer further agrees to waive any objections on the ground of venue or forum non coveniens or any similar ground. The taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not. The Customer irrevocably and unconditionally waives any objection it may now or subsequently have to the choice of venue of any legal action arising out of or relating to these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. The Customer also agrees that a final judgment against it in any such legal action shall be final and conclusive.

O. European Union

The Customer acknowledges that it is not a "consumer" for the purpose of the European Union's Electronic Commerce Directive ("ECD") (i.e., that it is not an individual) and agrees that the Bank shall not be required to make any disclosures or do any other thing that a non-consumer may agree not to require under the U.K. rules and legislation implementing the ECD. For further information on the Bank, please see "Notice regarding EU e-commerce information" in the Terms & Conditions on http://www.jpmorgan.com.

1. The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) that may constitute personal data for the purposes of the Data Protection Act 1998 (the "Act") and other relevant data protection legislation. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services, or via the Customer's use of such electronic banking services, and via other correspondence or communications between the Customer and the Bank.

2. The Bank will use personal data collected by it or on its behalf via the Collection Methods for the following purposes (the "Purposes"), namely for the purpose of providing the services to the Customer in accordance with these Terms and the Product Terms, for the Bank's internal administrative purposes, for contacting the Customer about products and services that the Bank or other members of the Bank's group offer, which the Bank believes may be of interest to the Customer, and as may be otherwise required by law or applicable regulatory or governmental authorities, and such purposes may include transfer of such personal data outside of the European Economic Area to the Bank's subsidiaries or other connected companies or to other organizations as may be required by law or other applicable regulatory or governmental authorities.

3. The Customer shall ensure that any disclosure of personal data made by it or by its employees or agents via the Collection Methods that relate to the Customer's employees or agents is only made following notification by the Customer to data subjects of the Purposes for which their personal data may be processed by or on behalf of the Bank, and is otherwise fair and lawful.

Part II: Additional Service Terms – Consolidated Service Terms Booklet

A. Multicurrency Deposits & Collections

Multicurrency Deposit & Check Collection Services enable the Customer to accept checks drawn in a wide variety of currencies from its own deposit customers, sending them to a single location and receiving ledger credit or final payment to the Customer's USD account at the Bank in a cost-efficient manner, eliminating the need for the Customer to hold correspondent accounts with a multitude of banks in a multitude of locations. The Bank can handle a number of currencies on a deposit basis (see appendix A below) and other currencies will be accepted but will be processed on a Collection basis directly with the paying banks.

1. Checks Processed on a Multicurrency Cash Letter Basis:

(a) Deposits will be posted with ledger credit (uncollected funds) on the processing date with forward value applied according to the availability schedule listed below. The Bank's cutoff time for same-day processing is 2:00 p.m. CT. Processing of checks through this service is subject to the Bank's credit risk review. Checks received through this Service that are ineligible for cash letter processing will be handled on a collection basis. Any return items will be debited to Customer's account using the FX rate applied by the paying bank on the date of return.

(b) The information reporting on items processed through the Multicurrency Cash Letter services other than Canadian deposits will appear as available on D+3 and will continue to roll for one day until collected and is limited to the country of origin as listed in Appendix A.

(c) Canadian deposits will receive availability D+3.

(d) The Bank will process checks under the Multicurrency Cash Letter services by following the Bank's own internal policies as to the method of collection.

2. Checks Processed on a Collection Basis:

(a) A check will be processed on a collection basis if:

- requested by the Customer

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- denominated in a nonstandard currency (not one of the listed currencies handled on a cash letter basis)
- the check is a "third-country cheque" (denominated in a currency other than the national currency of the country where the drawee bank is located) or
- the check is ineligible for cash letter processing for credit risk issues

(b) The Bank will not process a check under $150 USD or equivalent, because the total charges for such processing may exceed the value of the check. Proceeds will be credited to the Customer's account in U.S. currency within two banking days from receipt of good funds from the paying bank. Checks will be sent to the paying banks directly in accordance with the Bank's own internal policies. If payment is not received from the paying bank, the Bank will send the first tracer after three weeks and subsequent tracers may be sent at two-week intervals. Collection cases will typically be closed after two months and the Customer will be advised of the closure in writing. Once funds are credited to the Customer's account, such credit will not be reversed except in situations where a claim is made due to fraud or that the check was not authorized.

3. **Miscellaneous**

The Customer agrees that any losses resulting from rate fluctuations associated with adjustments or exception processing will be absorbed by the Customer. The mailing address for this Service is: JPMorgan Chase, Collection Department, 1111 Fannin St., Houston, TX 77002.

Appendix A:

Cash Letter Currencies		Estimated Times for Collected Funds
AUD	Dollar	D + 10
CAD	Canadian	D + 3
CHF	Franc	D + 10
DKK	Krone	D + 10
EUR	Euro	D + 7
GBP	Pound	D + 7
HKD	Dollar	D + 10
NOK	Krone	D + 10
NZD	Dollar	D + 10
SEK	Krona	D + 10
SGD	Dollar	D + 10

B. International Cash Letter

International Cash Letter is a Service wherein the Bank provides the Customer with U.S. dollar check deposit, processing and clearing services (the "Service"). The Service shall also be subject to the operating procedures contained in the Bank's International Deposits Packaging Procedures.

1. **Eligible Items:** The following items are the only items eligible for transport via the Service ("Eligible Items"):

- Cash Letter: Checks and drafts drawn in U.S. dollars on, or payable through, banks located in the United States (including Puerto Rico, Guam and the U.S. Virgin Islands), endorsed for deposit to the Customer's account at the Bank. Such items shall not be considered deposited to the Customer's account until received and processed by the Bank's United State's location responsible for processing deposits to the Customer's account.

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- Check Collection: Checks and drafts submitted for clean collection and endorsed for deposit to the Customer's account received at the Bank's United State's location for check collection services.

Should the Customer include for carriage any documents or items that are not Eligible Items, the Customer agrees that the Bank has no responsibility or obligation with regard to such non-Eligible Items and agrees to hold the Bank harmless from and against all claims or liabilities relating in any way to such non-Eligible Items.

2. **Pick-Up Times:** If the parties otherwise agree, the Bank may arrange with a designated courier to pick up Eligible Items from the Customer's specified location at specific hours and deliver such Eligible Items to a Bank location for processing, and credit to specified the Customer account(s) on an agreed schedule.

3. **Appointment of Agent:** If the parties otherwise agree, a designated courier may be selected by the Bank acting as the Customer's agent with regard to such courier, the Customer acknowledges and agrees that the Customer has the authority to and does authorize the Bank to select and appoint this courier in such capacity to carry Eligible Items in accordance with these Service Terms. The Bank will notify the Customer promptly of any subsequent replacement of the courier.

4. **Delivery of Checks:** The Customer will either deliver Eligible Items to the Bank at the designated locations using the Customer's own courier or deliver Eligible Items to the Bank via the designated courier at such address as the Bank advises Customer from time to time.

5. **Processing the Customer's Cash Letter:** The Bank will receive and process the Customer's Eligible Items in accordance with the normal U.S. Bank Check Clearing Guidelines. Processing at a foreign branch location may include receipt of the original checks, scanning and electronic transmission of the check information and check images to the Bank's processing location in the United States as well as the retention and destruction of the original checks.

6. **Return Items:** The Bank will notify the Customer promptly of all Return Items for Eligible Items received and processed under this Service. The Bank will advise the Customer's designated office via S.W.I.F.T. or other agreed upon method of all Eligible Items of $2,500 and over. Return Items of less than $2,500 will be advised to the Customer via mail. If the Customer desires, the Bank will advise the Customer of all Return Items regardless of the amount of the Eligible Item. All Return Items will be delivered to the Customer's designated location and may include substitute checks or imaged copies and not the original checks.

7. **Lost Items:** The Customer agrees to maintain copies of both sides of all items sent to the Bank under this Service and agrees to furnish the Bank with such copies upon request. In the absence of such copies, Customer agrees to maintain detailed records of such items and to provide them to the Bank upon request. If Customer is unable for any reason to provide such copies or records, the Bank will be unable to facilitate reconstruction or collection in cases of lost or stolen items and the Customer agrees that the Bank will have no liability or responsibility in such situations with regard to such items.

8. **Insurance:** If the Bank acts as agent for the Customer with regard to retaining the designated courier as stated in paragraph 3 above, the Bank will obtain from the designated courier limited insurance coverage to reimburse costs of reconstructing a lost cash letter (up to US$ 2,500) and consequential interest expenses (up to US$ 100,000) on the Customer's behalf. In the event of loss of a cash letter by the designated courier, the Customer will receive this insurance for so long as such insurance is in place. The Bank does not assure that (1) it will continue to maintain such coverage during the entire term of this Service or for any specified period, (2) it will purchase insurance at any other rate than currently offered or (3) that the designated courier remains the provider of courier services to the Customer hereunder.

9. **Limitation of Liability:** Unless resulting directly from the Bank's failure to exercise ordinary care or lack of good faith, the Bank nor its branches, subsidiaries or affiliates will be liable to the Customer for loss, destruction, damage, misdelivery, theft, unexplained disappearance, confiscation or seizure by governmental or quasi-governmental authorities, or for delay in transmittal of any item, transmitted by, or for any matter in connection with the Service even though consolidation of the Customer's sending may have been accomplished within a Bank controlled location. The Customer acknowledges that the courier may employ subagents in connection with the courier service, and that neither the courier nor its subagents will be liable for confiscation or seizure by governmental or quasi-governmental authorities, or for delay in transmittal of any item delivered to them unless directly resulting from courier's or its subagent's negligence or lack of good faith.

10. **Representations and Warrants:** The Customer represents and warrants to the Bank, its foreign branches, subsidiaries and affiliates that:

    (a) In connection with each item delivered to the courier, that transmittal by courier of such items has been expressly authorized by the owner of the item, and the Customer agrees to indemnify and hold the Bank harmless against any losses, liabilities, claims, damages or expenses of whatsoever kind, including reasonable attorney's fees, resulting from unauthorized transmittal.

    (b) The Customer will not use the courier service for any purpose prohibited by foreign exchange regulations, postal regulations, or any other treaty, statute, regulation or authority and will not send via the courier service any non-Eligible Item or freely negotiable item via this Service.

    (c) The Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering that the Customer believes effectively prevents the use of the Customer's operations, personnel or facilities for money laundering purposes.

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11. **Amendments:** These Service Terms and any processing and packaging instructions may be amended by the Bank at any time upon 15 days' prior notice to the Customer. The Bank will provide prompt notice of any amendment.

12. **Termination/Suspension:** The Customer may terminate the Service at any time upon written notice to the Bank. The Service Terms will continue to apply to all items processed under this Service. If the Bank decides to terminate this Service, the Bank will send the Customer notice thirty (30) days' prior to the discontinuance of the Service. The Bank agrees to notify the courier if the courier was arranged by the Bank of such termination. Notwithstanding the foregoing, the Bank may immediately suspend the Service for so long as required to arrange substitute courier services, if necessary or if the Service under existing terms becomes at any time contrary to applicable law, regulations or order in any jurisdiction where the Bank is required to act. The Bank will give prompt notice of any suspension.

13. **Choice of Law: Jurisdiction:** These Service Terms will be governed and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Both the Customer and the Bank irrevocably consent to the nonexclusive jurisdiction of the courts of the State of New York and United States Federal Courts in connection with any suit, action or proceeding arising out of or relating to the Service Terms.

C. Foreign Exchange Payment

Foreign Exchange (FX) transactions are payments and receipts where the currency of the transaction is different from the currency of the underlying account. The funds transfer may consist of more than one transaction in order to move funds from an originator's account to a beneficiary's account. The FX Payment Service allows the Customer to purchase or sell foreign currency as principal or agent ("Trader Contracts") and to include related settlement instructions by means of an electronic communication system or a Bank access system (each an "Access System"). As used herein, "Value Date" means the date specified in each Trader Contract for the delivery of the currency to be bought or sold.

1. **Trading Currencies.** Trader Contracts will be limited to the sale or purchase of the lawful currency of such countries or any composite currency as the Bank shall determine and advise the Customer from time to time. The Value Date may not be more than one year after the date on which the Customer enters into the Trader Contract. If the Customer chooses to make payment by checks to be issued with respect to the settlement of Trader Contracts, such checks shall be limited to such currencies as the Bank may announce to the Customer from time to time; and such currencies are subject to change or termination without prior notice.

2. **Contracting a Trade:**

   (a) Data Input. The Customer shall enter into each Trader Contract by following the procedures set forth in the Service Material and by otherwise following the instructions provided through the Access System when using the Service. "Service Material" shall mean any administrative rules, clearing house rules, payment system rules, service terms or service guides, software licenses, Internet "click wrap" terms or disclosures, user guides or implementation forms that may contain operating procedures, security procedures, specifications or other requirements applicable to the Services.

   (b) Contract Rate. The Bank, in its sole discretion, will determine all rates quoted by the Bank through the Access System. Such rates are based on various factors, including market information and information concerning the Customer and the proposed Trader Contract. The Bank shall have no obligation to quote a rate based on any particular rate existing in the market or by using any particular formula.

   (c) Offer by the Customer. 1. For interactive services, the Bank and the Customer agree that the information displayed through the Access System relating to the contract rate shall be deemed an invitation by the Bank to the Customer to submit an offer to the Bank to enter into a Trader Contract. If the Customer wishes to make such an offer to the Bank, the Customer will enter the required information prior to the expiration time set for the quoted rate. 2. For straight-through process services, the Customer shall enter into each Trader Contract by following the procedures set for in the Documentation for that Service. The Bank and the Customer agree that when the Customer electronically transmits the instructions specified in the Documentation to the Bank, and in the manner and format specified in the Documentation, the Customer will be deemed to have made an irrevocable offer to the Bank to enter into a Trader Contract at such rate as is applied to that transaction by the Bank.

   (d) Confirmation. The Bank may, but shall not be required to, accept any offer of the Customer solely by transmitting to the Customer through the Access System a confirmation (the "Confirmation"). At the moment the Bank transmits (as evidenced by its records) the Confirmation, the Bank and the Customer will have entered into the Trader Contract. The Confirmation will be sent to the Customer's terminal (which depending on the Service used by Customer could be by return confirmation file), and the Customer may print the Confirmation, provided, however, that the Trader Contract will be valid notwithstanding the failure of the Customer to receive or print a Confirmation. Each Trader Contract will give rise to an obligation for the Customer to buy from the Bank, and for the Bank to sell to the Customer, the currency shown by the Confirmation as being purchased by the Customer, or for the Bank to buy from the Customer, and the Customer to sell to the Bank, the currency shown by the Confirmation as being sold by the Customer, on the terms shown in the Confirmation, for settlement on the Value Date.

   (e) Buy Back of Currency. Trader Contracts, once entered into, are final and irrevocable. The Customer acknowledges and agrees that the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under the Service. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased (whether via the Client Access System, telephone with Bank representatives or otherwise). Although the Bank may elect to facilitate buy back of certain major currencies (in the Bank's sole discretion), the Bank makes no commitment to buy back currencies notwithstanding any prior action or course of dealing.

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3. **Settlement:**

(a) Processing Settlement Instructions. The Customer shall provide settlement instructions for each Trader Contract no later than 5:00 p.m. Eastern Time on the Value Date. If the Customer fails to provide settlement instructions by the Value Date as required herein, the Bank reserves the right to reconvert the currency into the original currency and the Customer will bear the risk of any change of currency rates. The Customer will enter settlement instructions pursuant to the procedures set forth in the Service Material and as provided to the Customer through the Access System. As a condition precedent to using this Service, the Customer is required to complete documentation provided by the Bank applicable for each service used for settlement.

(b) Funding Currency Transactions. Whenever purchasing a currency pursuant to a Trader Contract, the Customer shall make the requisite amount of available funds being used to make such purchase available to the Bank by depositing such funds into an account designated by the Bank no later than close of business for the currency being sold on the Value Date. Whenever selling currency, the Customer shall deposit such currency to an account designated by the Bank no later than close of business for the currency being sold on the Value Date. The Bank is authorized to reverse any payment orders transmitted by the Bank with respect to any Trader Contract if the Customer fails to deliver full and final payment to the Bank by the Value Date. Notwithstanding anything to the contrary in this Agreement, the Bank's obligation to process settlement instructions for purchases of currency in advance of the Bank's receipt of full and final payment from the Customer is subject to the limitation that the aggregate dollar value of Trader Contracts for purchases having the same Value Date shall not be in excess of an amount established by the Bank for the Customer from time to time; such amount shall be subject to revision or cancellation by the Bank at any time without prior notice, although the Bank will endeavor to notify the Customer prior to any revision or cancellation.

(c) Cash Basis Customer. Customers who are established by the Bank as "Cash Basis" Customers may only execute spot transactions for the purchase of the lawful currency of such countries or any composite currency as the Bank shall determine and advise the Customer from time to time. The spot transaction will have a Value Date one or two business days from the "Transaction Date" (the date the Trader Contract is entered into) for most currencies, as established by the Bank. Cash Basis Customers will be debited on the Transaction Date instead of the Value Date. If the Customer's account does not have sufficient funds available to cover the Trader Contract on the Transaction Date, the Bank, on the following business day, will cancel the Trader Contract and any associated payment order. The Bank shall have no liability to the Customer in the event the Bank cancels a Trader Contract due to the Customer not having sufficient funds available to cover the Trader Contract on the Transaction Date.

(d) Payment in Specified Currency. The receipt or recovery by either party of any amount in respect of an obligation of the other in a currency other than that specified for payment hereunder, whether pursuant to a judgment of any court or pursuant to a separate closeout agreement or otherwise, shall discharge such obligation only to the extent that on the business day immediately following such receipt, the recipient shall be able, in accordance with normal banking procedures, to purchase the relevant currency specified for payment in the amount specified with the other currency so received. If the amount of the relevant currency specified for payment hereunder or under a Trader Contract so purchasable shall be less than the amount specified hereunder of such obligation, the obligor shall, as a separate obligation and notwithstanding any judgment of any court, indemnify the recipient against any loss sustained by it. The obligor shall in any event indemnify the recipient against any costs incurred by it in making any such purchase of the relevant currency specified for payment.

(e) Settlement by Draft. For all Trader Contracts that the Customer elects to settle by draft, the Customer acknowledges and agrees that in the event the draft is not presented for payment within one hundred eighty (180) days from the date of issuance, the Bank shall have the right to cancel the draft, and the Customer authorizes the Bank to reconvert the funds into the original currency at the then-current rate and recredit the Customer's Account. If the remitter is no longer a customer of the Bank, the Bank may, in its discretion, transfer balances to an unclaimed monies account, or issue a cashier's check, sending it to the address of the Customer on the books and records of the Bank. In the event that the payee, holder or other third-party claims against the Bank on a cancelled draft, the Customer agrees that it shall be responsible for any losses in connection with such cancellation, including any amount recredited or otherwise paid to the Customer. The Customer acknowledges and agrees that applicable service charges and expenses, including stop payment and periodic maintenance fees, may be charged to the Customer's Account or otherwise deducted from the amount to be paid to the Customer.

4. **General Provisions:**

(a) Representations and Warranties. The following representations and warranties shall be deemed to be made and repeated by the Customer upon entry into any Trader Contract. The Customer represents and warrants that: i) each Trader contract or other Bank currency contract is entered into by the Customer for the purpose of hedging its exposure to currency fluctuation and not for purposes of speculation; and ii) the Customer has sufficient knowledge and experience to be able to evaluate the merits and risks of entering into each Trader Contract or other Bank currency contract, is acting in light of its own judgment or upon professional advice it obtained independently of the Bank or any agent of the Bank as to those merits and risks including, where relevant, its own judgment of the correct tax and accounting treatment of the Trader Contract or other Bank currency contract and it is not relying upon the view or advice by the Bank.

(b) Master Foreign Exchange Agreements. If the Customer and the Bank have entered or hereafter enter into any master agreement relating to foreign exchange contracts, Trader Contracts shall be subject to the cancellation and closeout provisions of any such agreement providing for liquidation of foreign exchange contracts upon the occurrence of specified events (including those provisions relating to closeout netting), but shall not be subject to the other provisions of such agreement such as those relating to the creation of foreign exchange contracts and (unless otherwise agreed) payment netting.

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A. US Cash Concentration Service Terms (Single Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer (the "Customer") with its Cash Concentration Service (the "Service") by which the Bank will automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit accounts maintained at the Bank in the U.S and listed on Schedule A ("Customer Accounts"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.

2. **Balances.** The Customer shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.

3. **Representations.** The Customer represents and warrants: (i) that each Customer Account is not restricted in any way, and is owned and held outright by the Customer, and (ii) its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms

4. **Authorized Changes.** The Customer may, upon reasonable notice to the Bank, and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of this Service Terms to such changes.

5. **Intercompany Reports.** If the Customer selects, as a feature of the Service, the Intercompany Reporting Service feature (the "InterCo Feature"), that selection and affected Customer Accounts shall be specified on Schedule A for the Service. Under the InterCo Feature, the Bank will provide the Customer with reports, for the Customer Accounts, detailing: (i) a tracking of accumulated inter-account balance transfers; and (ii) a calculation of intracompany earnings and borrowing charges. In addition, the Bank, through the InterCo Feature, will provide the Customer with automated posting, to the affected Customer Accounts, of applicable intracompany earnings and borrowing charges.

6. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.

7. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, effective immediately upon the sending of written notice to the Customer.

8. **Notices.** All notices to the Bank, pertaining to the Service, shall be sent to: JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Technologies Corporation – Liquidity Management Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to a Customer shall be sent to the Customer's last known address on the Bank's books and records.

9. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflict of laws provisions thereof.

B. US Cash Concentration Service Terms (Multi Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customers (each a "Customer" or collectively the "Customers") with its Cash Concentration Service (the "Service") by which the Bank will automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit accounts maintained at the Bank, in the U.S., and listed on Schedule A ("Customer Accounts"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.

2. **Balances.** The Customers shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.

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3. **Representations.** Each Customer represents and warrants, with respect to itself: (i) that each of its Customer Accounts is not restricted in any way, and is owned and held outright by the Customer; and (ii) that its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms.

4. **Service Requirements.**

   (a) The Bank will provide the Service to the Customers, only if each Customer is an affiliate of the other Customers (an "Affiliate"). "Affiliate" means an entity controlling, controlled by, or under common control with each Customer.

   (b) Each Customer appoints the Affiliate identified in Schedule A as its agent (the "Agent") for the purpose of (i) representing it with respect to any matter arising under these Service Terms, and (ii) executing and signing any agreements, documents or amendments on its behalf (x) in order to effect the transaction or actions contemplated by or (y) related to any matter arising under the Service Terms.

5. **Authorized Changes.** The Agent with respect to any Customer, may, upon reasonable notice to the Bank and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of these Service Terms to such changes for the affected Customer.

6. **Intercompany Reports.** If the Customer selects, as a feature of the Service, the Intercompany Reporting Service feature (the "InterCo Feature") provided by the Bank, that selection and affected Customer Accounts shall be specified on Schedule A for the Service. Under the InterCo Feature, the Bank will provide the affected Customer with reports, for the Customer Accounts, detailing: (i) a tracking of accumulated inter-account balance transfers; and (ii) a calculation of intercompany or intracompany earnings and borrowing charges. In addition, the Bank, through the InterCo Feature, will provide the Customer with automated posting, to the affected Customer Accounts, of applicable intercompany and intracompany earnings and borrowing charges.

7. **Indemnity.** Each Customer, jointly and severally, shall indemnify and hold the Bank harmless from and against any and all claims, damages, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees and claims caused by overdrafts in Customer Accounts), arising under these Service Terms, except and to the extent directly caused by the negligence or willful misconduct of the Bank.

8. **Set Off.** Each Customer agrees that the Bank shall have the unrestricted right, at any time, without notice, to (i) set off, in whole or in part, any funds in any Customer Account, against any overdraft in any other Customer Account; and (ii) transfer or otherwise apply, in whole or in part, any overdraft in any Customer Account, to any other Customer Account, even if so doing places such other Customer Account into or further into an overdraft.

9. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.

10. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by any one Customer with respect to itself, or by the Agent with respect to any one Customer, by sending written notice to the Bank. These Service Terms may be terminated by the Agent on behalf of all of the Customers by the sending of written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, with respect to any one Customer, or with respect to all Customers, effective immediately upon the sending of written notice to the affected Customer or the Agent.

11. **Notices.** All notices to the Bank, pertaining to the Service, shall be sent to: JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Technologies Corporation – Liquidity Management Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to a Customer shall be sent to the Customer's last known address on the Bank's books and records.

12. **Governing Law.** These Service Terms, shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflict of laws provisions thereof.

C. Cross-Border (U.S./U.K.) Cash Concentration Service Terms (Single Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer (the "Customer") with its Cash Concentration Service (the "Service") by which the Bank will: (i) automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit account maintained at the Bank in the U.S. and the U.S. dollar deposit account in London which are listed on Schedule A ("Customer Accounts"); and (ii) if the Customer selects this feature, the automatic return of such funds to the original deposit account. The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.

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2. **Accounts.** The Customer has or will open the following Customer Accounts, as specified in Schedule A: (i) a U.S. dollar demand deposit account on the Bank's books in the U.S. ("US DDA"); and (ii) a U.S. dollar deposit account on the Bank's books in its London Branch ("London Account").

3. **Balances.** The Customer shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.

4. **Acknowledgments.**

   (a) The Customer acknowledges that deposits held in a branch of the Bank located outside the U.S. are payable exclusively at the branch at which the account is held and are not payable in the U.S. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the U.S. in the event of a liquidation of the Bank than U.S. domestic deposits.

   (b) The Customer further acknowledges that, notwithstanding anything to the contrary herein, if the Bank becomes aware of any legal or regulatory action which, in the Bank's sole opinion, inhibits the operation of the Service then the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.

5. **Representations.** The Customer represents and warrants: (i) that each Customer Account is not restricted in any way and is owned and held outright by the Customer; and (ii) its obligations under these Service Terms are legal, valid and binding, and enforceable on accordance with their terms.

6. **Initial Transfers.** If, in Schedule A, the Customer selects a one way transfer of funds from the US DDA then the provisions of Section 6(a) will apply. If, in Schedule A, the Customer selects a one way transfer of funds from the London Account, then the provisions of Section 6(b) will apply. If, in Schedule A, the Customer selects a two way transfer of funds, then the provisions of Sections 6(a) and 6(b) will apply. In all events, the Customer will select, in Schedule A, a target balance for the US DDA ("Target Balance"). The Bank, at the close of a banking business day in New York, U.S.A. ("Day 1") will determine the available balance in the US DDA and make the transfers as described below.

   (a) If the US DDA has positive balances which exceed the Target Balance ("Positive Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on Schedule A, from the US DDA to the London Account, with a debit to the US DDA on Day 1, and a credit to the London Account on the next business day in London, value dated Day 1 – if Day 1 is a London banking business day, and otherwise on the current banking business day, provided, however, that with respect to U.S. residents, as such term is defined in Section 204.2(s) of Regulation D of the Federal Reserve Board, the Bank will only make the transfer to the London Account if the amount to be transferred, together with the amount on deposit in the London Account, exceeds US $100,000.

   (b) If the US DDA is in an overdraft position or falls short of the Target Balance (collectively, "Short fall Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on Schedule A, from the London Account to the US DDA. The London Account will be debited for the entire amount of the Shortfall Balance, even if so doing places the London Account into or further into an overdraft. Funds transferred from the London Account to the US DDA will be credited provisionally to the US DDA on Day 1, and debited to the London Account on the next banking business day, value dated Day 1. The provisional credit will be final following the Bank's approval of the debit to the London Account.

7. **Authorized Changes.** The Customer may, upon reasonable notice to the Bank, and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of this Service Terms to such changes.

8. **Required FDIC Disclosure.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the FDIC after completion of all transactions related to the Service and will be insured by the FDIC under its applicable insurance rules and limits.

9. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, effective immediately upon the sending of written notice to the Customer.

10. **Notices.** All notices to the Bank shall be sent to: JPMorgan Chase Bank, N.A. c/o J.P. Morgan Treasury Technologies Corporation, Liquidity Management Operations, 10420 Highland Manor Drive – Bldg 2 – 2nd Floor, Tampa, FL 33610 or such other address subsequently specified by the Bank. All notices to the Customer shall be sent to the Customer's last known address on the Bank's books and records.

11. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without reference to the conflict of law provisions thereof.

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D. Cross-Border (U.S./U.K.) Cash Concentration Service Terms (Multi Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customers (each a "Customer" or collectively the "Customers") with its Cash Concentration Service (the "Service") by which the Bank will: (i) automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit account maintained at the Bank in the U.S. and the U.S. dollar deposit account in London which are listed on Schedule A ("Customer Accounts"); and (ii) if the Customer selects this feature, the automatic return of such funds to the original deposit account. The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.

2. **Accounts.** The Customers have or will open the following accounts ("Authorized Accounts"), as specified in Schedule A: (i) a U.S. dollar demand deposit account on the Bank's books in the U.S. ("US DDA"); and (ii) a U.S. dollar deposit account on the Bank's books in its London Branch ("London Account").

3. **Balances.** The Customers shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.

4. **Acknowledgments.**

   (a) The Customer acknowledges that deposits held in a branch of the Bank located outside the U.S. are payable exclusively at the branch at which the account is held and are not payable in the U.S. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the U.S. in the event of a liquidation of the Bank than U.S. domestic deposits.

   (b) The Customer further acknowledges that, notwithstanding anything to the contrary herein, if the Bank becomes aware of any legal or regulatory action which, in the Bank's sole opinion, inhibits the operation of the Service then the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.

5. **Representations.** Each Customer represents and warrants, with respect to itself: (i) that each of its Customer Accounts is not restricted in any way, and is owned and held outright by the Customer, and (ii) that its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms.

6. **Initial Transfers.** If, in Schedule A, the Customers select a one way transfer of funds from the US DDA then the provisions of Section 6(a) will apply. If, in Schedule A, the Customers select a one way transfer of funds from the London Account, then the provisions of Section 6(b) will apply. If, in Schedule A, the Customers select a two way transfer of funds, then the provisions of Sections 6(a) and 6(b) will apply. In all events, the Customers will select, in Schedule A, a target balance for the US DDA ("Target Balance"). The Bank, at the close of a banking business day in New York, U.S.A. ("Day 1") will determine the available balance in the US DDA and make the transfers as described below.

   (a) If the US DDA has positive balances which exceed the Target Balance ("Positive Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on the Implementation Form, from the US DDA to the London Account, with a debit to the US DDA on Day 1, and a credit to the London Account on the next business day in London, value dated Day 1 – if Day 1 is a London banking business day, and otherwise on the current banking business day, provided, however, that if the London Account is maintained by a U.S. resident, as such term is defined in Section 204.2(s) of Regulation D of the Federal Reserve Board, the Bank will only make the transfer to the London Account if the amount to be transferred, together with the amount on deposit in the London Account, exceeds US $100,000.

   (b) If the US DDA is in an overdraft position or falls short of the Target Balance (collectively, "Short fall Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on the Implementation Form, from the London Account to the US DDA. The London Account will be debited for the entire amount of the Shortfall Balance, even if so doing places the London Account into or further into an overdraft. Funds transferred from the London Account to the US DDA will be credited provisionally to the US DDA on Day 1, and debited to the London Account on the next banking business day, value dated Day 1. The provisional credit will be final following the Bank's approval of the debit to the London Account.

7. **Service Requirements.**

   (a) The Bank will provide the Service to the Customers, only if each Customer is an affiliate of the other Customers (an "Affiliate"). "Affiliate" means an entity controlling, controlled by, or under common control with each Customer.

   (b) Each Customer appoints the Affiliate identified in Schedule A as its agent (the "Agent") for the purpose of (i) representing it with respect to any matter arising under these Service Terms, and (ii) executing and signing any agreements, documents or

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amendments on its behalf (x) in order to effect the transaction or actions contemplated by or (y) related to any matter arising under the Service Terms.

8. **Authorized Changes.** The Agent with respect to any Customer, may, upon reasonable notice to the Bank and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of these Service Terms to such changes for the affected Customer.

9. **Indemnity.** Each Customer, jointly and severally, shall indemnify and hold the Bank harmless from and against any and all claims, damages, demands, liabilities, losses, costs and expenses (including attorneys' fees and claims caused by overdrafts in an Authorized Account) arising under these Service Terms, including, without limitation, claims resulting from any breach or alleged breach of any representation or warranty hereunder, except, and to the extent, any such claims, damages, demands, liabilities, losses, costs and expenses are directly caused by the gross negligence or willful misconduct of the Bank.

10. **Set Off.** Each Customer agrees that the Bank shall have the unrestricted right, at any time, without notice, to (i) set off, in whole or in part, any funds in any Customer Account, against any overdraft in any other Customer Account; and (ii) transfer or otherwise apply, in whole or in part, any overdraft in any Customer Account, to any other Customer Account, even if so doing places such other Customer Account into or further into an overdraft.

11. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.

12. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by any one Customer with respect to itself, or by the Agent with respect to any one Customer, by sending written notice to the Bank. These Service Terms may be terminated by the Agent on behalf of all of the Customers by the sending of written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, with respect to any one Customer, or with respect to all Customers, effective immediately upon the sending of written notice to the affected Customer or the Agent.

13. **Notices.** All notices to the Bank shall be sent to: JPMorgan Chase Bank, N.A. c/o J.P. Morgan Treasury Technologies Corporation, Liquidity Management Operations, 10420 Highland Manor Drive – Bldg 2 – 2nd Floor, Tampa, FL 33610. All notices to a Customer or the Agent shall be sent to the Customer's or the Agent's, as applicable, last known address on the Bank's books and records.

14. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without reference to the conflict of law provisions thereof.

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Eligibility for particular products and services is subject to final determination by J.P. Morgan and/or its affiliates.

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DOMESTIC CUSTODY AGREEMENT BETWEEN MARICOPA COUNTY AND JPMORGAN CHASE BANK, N.A.

WORLDWIDE SECURITIES SERVICES

jpmorgan.com

J.P.Morgan

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DOMESTIC CUSTODY AGREEMENT

This agreement (**"Agreement"**), dated _____, 20_____, is between JPMorgan Chase Bank, N.A. (**"J.P. Morgan"**) and Maricopa County (**"Customer"**).

1. INTENTION OF THE PARTIES; DEFINITIONS

1.1 Intention of the Parties

(a) This Agreement sets out the terms on which J.P. Morgan will be providing custodial, settlement and other associated services to Customer. J.P. Morgan will be responsible for the performance of only those duties set forth in this Agreement.

(b) Customer acknowledges that J.P. Morgan is not providing any legal, tax or investment advice in connection with the services under this Agreement.

(c) It is the intention of the parties that the services offered by J.P. Morgan under this Agreement with respect to the custody of Securities and related settlement services will be limited to Securities that are issued in the United States (**"U.S."**) by an issuer that is organized under the laws of the U.S. or any state thereof, or that are both traded in the U.S. and eligible for deposit in a U.S. Securities Depository.

1.2 Definitions; Interpretation

(a) As used herein, the following terms have the meaning hereinafter stated.

"Account" has the meaning set forth in Section 2.1 of this Agreement.

"Affiliate" means an entity controlling, controlled by, or under common control with, J.P. Morgan or Customer, as the case may be.

"Applicable Law" means any applicable statute, treaty, rule, regulation or common law and any applicable decree, injunction, judgment, order, formal interpretation or ruling issued by a court or governmental entity.

"Authorized Person" means any person who has been designated by written notice from Customer in the form as provided by J.P. Morgan (or by written notice in the form as provided by J.P. Morgan from any agent designated by Customer, including, without limitation, an investment manager) to act on behalf of Customer under this Agreement and any person who has been given an access code by a security administrator appointed by Customer which allows the provision of Instructions. Such persons will continue to be Authorized Persons until such time as J.P. Morgan receives and has had reasonable time to act upon Instructions from Customer (or its agent) that any such person is no longer an Authorized Person.

"Cash Account" has the meaning set forth in Section 2.1(a)(ii).

"Confidential Information" means and includes all non-public information concerning Customer or the Accounts which J.P. Morgan receives in the course of providing

services under this Agreement. Nevertheless, the term Confidential Information shall not include information which is or becomes available to the general public by means other than J.P. Morgan's breach of the terms of this Agreement or information which J.P. Morgan obtains on a non-confidential basis from a person who is not known to be subject to any obligation of confidence to any person with respect to that information.

"Corporate Action" means any subscription right, bonus issue, stock repurchase plan, redemption, exchange, tender offer, or similar matter with respect to a Financial Asset in the Securities Account that requires discretionary action by the beneficial owner of the Financial Asset, but does not include rights with respect to class action litigation or proxy voting.

"Entitlement Holder" means the person named on the records of a Securities Intermediary as the person having a Securities Entitlement against the Securities Intermediary.

"Financial Asset" means a Security and refers, as the context requires, either to the asset itself or to the means by which a person's claim to it is evidenced, including a Security, a security certificate or a Securities Entitlement. **"Financial Asset"** does not include cash.

"Instruction" means an instruction that has been verified in accordance with a Security Procedure or, if no Security Procedure is applicable, which J.P. Morgan believes in good faith to have been given by an Authorized Person.

"J.P. Morgan Indemnitees" means J.P. Morgan, its Affiliates, and their respective nominees, directors, officers, employees and agents.

"Liabilities" means any liabilities, losses, claims, costs, damages, penalties, fines, obligations, taxes (other than taxes based solely on J.P. Morgan's income) or expenses of any kind whatsoever (including, without limitation, reasonable attorneys', accountants', consultants' or experts' fees and disbursements).

"Securities" means shares, stocks, debentures, bonds, notes or other like obligations, whether issued in certificated or uncertificated form, and any certificates, receipts, warrants or other instruments representing rights to receive, purchase or subscribe for the same that are commonly traded or dealt in on securities exchanges or financial markets or other obligations of an issuer, or shares, participations and interests in an issuer recognized in the country in which it is issued or dealt in as a medium for investment and any other property as may be acceptable to J.P. Morgan for the Securities Account.

"Securities Account" means each Securities custody account on J.P. Morgan's records to which Financial Assets are or may be credited under this Agreement.

"Securities Depository" means any securities depository, dematerialized book entry system or similar system for the central handling of Securities.

"Securities Entitlement" means the rights and property interests of an Entitlement Holder with respect to a Financial Asset as set forth in Part 5 of Article 8 of the Uniform Commercial Code of the State of Ohio, as the same may be amended from time to time.

"Securities Intermediary" means J.P. Morgan, a Securities Depository and any other financial institution which in the ordinary course of business maintains Securities custody accounts for others and acts in that capacity.

"Security Procedure" means security procedures to be followed by Customer upon the issuance of an Instruction and/or by J.P. Morgan upon the receipt of an Instruction, so as to enable J.P. Morgan to verify that such Instruction is authorized, as set forth in service level documentation in effect from time to time between the parties with respect to the services set forth in this Agreement, or as otherwise agreed in writing by the parties. A Security Procedure may, without limitation, involve the use of algorithms, codes, passwords, encryption or telephone call backs, and may be updated by J.P. Morgan from time to time upon notice to Customer. Customer acknowledges that Security Procedures are designed to verify the authenticity of, and not detect errors in, Instructions. For the avoidance of doubt, the parties agree that a SWIFT message issued in the name of Customer through any third party utility agreed upon by the parties as being a method for providing Instructions and authenticated in accordance with that utility's customary procedures shall be deemed to be an authorized Instruction.

(b) Headings are for reference and convenience only and are not intended to affect interpretation.

(c) References to Articles and Sections are to Articles and Sections of this Agreement and references to sub-sections and paragraphs are to sub-sections of the Sections and paragraphs of the sub-sections in which they appear.

(d) Unless the context requires otherwise, references in this Agreement to "persons" shall include legal as well as natural entities; references importing the singular shall include the plural (and vice versa); use of the generic masculine pronoun shall include the feminine; use of the term "including" shall be deemed to mean "including but not limited to," and references to appendices and numbered sections shall be to such addenda and provisions herein; all such addenda are hereby incorporated in this Agreement by reference.

2. WHAT J.P. MORGAN IS REQUIRED TO DO

2.1 Set Up Accounts

(a) J.P. Morgan will establish and maintain the following accounts (**"Accounts"**):

(i) one or more Securities Accounts in the name of Customer (or in another name requested by Customer that is acceptable to J.P. Morgan) for Financial Assets, which may be held by J.P. Morgan or a Securities Depository for J.P. Morgan on behalf of Customer, including as an Entitlement Holder; and

(ii) one or more accounts in the name of Customer (or in another name requested by Customer that is acceptable to J.P Morgan) (**"Cash Account"**) for any and all cash received by or on behalf of J.P. Morgan for the account of Customer. For purposes of clarity, "Account" shall consist of the Securities Account and the Cash Account.

(b) At the request of Customer, additional Accounts may be opened in the future, and such additional Accounts shall be subject to the terms of this Agreement.

(c) In the event that Customer requests the opening of any additional Account for the purpose of holding collateral pledged by Customer to a securities exchange, clearing corporation, or other central counterparty (a **"Counterparty"**) to secure trading activity by Customer, or the pledge to a Counterparty of cash or individual Securities held in an Account, that Account (or the pledged cash or Securities) shall be subject to the collateral arrangements in effect between J.P. Morgan and the Counterparty in addition to the terms of this Agreement.

(d) J.P. Morgan's obligation to open Accounts pursuant to Section 2.1(a) is conditional upon J.P. Morgan receiving such of the following documents as J.P. Morgan may require:

(i) a certified copy of Customer's constitutional documents as currently in force;

(ii) evidence reasonably satisfactory to J.P. Morgan of the due authorization and execution of this Agreement by Customer (for example by a certified copy of a resolution of Customer's board of directors or equivalent governing body, substantially in the form set out in Schedule 1);

(iii) a letter to open accounts and appoint any investment managers substantially in the form as provided by J.P. Morgan;

(iv) for each investment manager appointed, an investment manager certification, substantially in the form as provided by J.P. Morgan; and

(v) in the case of any Account opened in a name not that of Customer, documentation with respect to that name similar to that set forth in sub-sections (i) - (iv).

2.2 Cash Account

(a) Any amount standing to the credit of the Cash Account is a debt due to Customer from J.P. Morgan as banker. Except as otherwise provided in Instructions acceptable to J.P. Morgan, all cash held in the Cash Account will be deposited during the period it is credited to the Accounts in one or more deposit accounts at J.P. Morgan.

(b) Any amounts credited by J.P. Morgan to the Cash Account on the basis of a notice or an interim credit from a third party, may be reversed if J.P. Morgan does not receive final payment in a timely manner. J.P. Morgan will notify Customer promptly of any such reversal.

(c) Whenever Customer instructs J.P. Morgan to do so, J.P. Morgan will arrange for the automatic investment of cash in the Cash Account in mutual funds (including, without limitation, the J.P. Morgan Money Market Funds and any other mutual fund with respect to which J.P. Morgan or an Affiliate of J.P. Morgan serves as an investment adviser, administrator, shareholder servicing agent, and/or custodian or subcustodian, and regardless of whether or not J.P. Morgan or its Affiliate

receives any fees for services rendered to any such mutual fund in addition to the fees received by J.P. Morgan pursuant to this Agreement, all of which such fees J.P. Morgan is specifically authorized to retain) which J.P. Morgan makes available for such purposes and which Customer selects through Instructions to J.P. Morgan. Furthermore, in this regard, J.P. Morgan is directed automatically to arrange for the redemption of such mutual fund shares as may be necessary to avoid any potential overdraft hereunder that J.P. Morgan perceives, based upon the information available to J.P. Morgan at the time of such redemption or withdrawal. Customer agrees that it will read the prospectus for any mutual fund prior to investing and acknowledges that investments in mutual fund shares are not insured by the Federal Deposit Insurance Corporation (**"FDIC"**) and are not obligations of or guaranteed by J.P. Morgan. Customer further acknowledges that certain services for which J.P. Morgan is paid fees by mutual funds in which Customer invests may overlap with the services J.P. Morgan provides under this Agreement.

2.3 Segregation of Assets; Nominee Name

(a) J.P. Morgan will identify in its books that Financial Assets credited to Customer's Securities Account belong to Customer (except as otherwise may be agreed by J.P. Morgan and Customer).

(b) J.P. Morgan is authorized, in its discretion:

(i) to hold in bearer form, such Financial Assets as are customarily held in bearer form or are delivered to J.P. Morgan in bearer form;

(ii) to hold Financial Assets in or deposit Financial Assets with any Securities Depository or settlement system;

(iii) to hold Financial Assets in omnibus accounts on a fungible basis and to accept delivery of Financial Assets of the same class and denomination as those deposited with J.P. Morgan; and

(iv) to register in the name of Customer, J.P. Morgan, a Securities Depository, or their respective nominees, such Financial Assets as are customarily held in registered form.

2.4 Settlement of Transactions

Subject to Article 3 and Section 4.2 of this Agreement, J.P. Morgan will act in accordance with Instructions with respect to the settlement of transactions. Settlement of transactions will be conducted in accordance with prevailing standards of the market in which the transaction occurs. Without limiting the generality of the foregoing, Customer authorizes J.P. Morgan to deliver Securities or payment in accordance with applicable market practice in advance of receipt or settlement of consideration expected in connection with such delivery or payment, and Customer acknowledges and agrees that such action alone will not of itself constitute negligence, fraud, or willful misconduct of J.P. Morgan, and the risk of loss arising from any such action will be borne by Customer. In the case of the failure of Customer's counterparty (or other appropriate party) to deliver the expected consideration as agreed, J.P. Morgan will contact the counterparty to seek settlement and will notify Customer of such failure. If Customer's counterparty continues to fail to deliver the expected consideration, J.P. Morgan will provide information reasonably requested by Customer that J.P. Morgan has in its possession to

allow Customer to enforce rights that Customer has against Customer's counterparty, but J.P. Morgan will not be obliged to institute legal proceedings, file proof of claim in any insolvency proceeding or take any similar action.

2.5 Contractual Settlement Date Accounting

(a) J.P. Morgan will effect book entries on a contractual settlement date accounting basis as described below with respect to the settlement of transactions in those markets where J.P. Morgan generally offers contractual settlement date accounting.

(i) Sales: On the settlement date for a sale, J.P. Morgan will credit the Cash Account with the proceeds of the sale and, if not already delivered, transfer the relevant Financial Assets to an account at J.P. Morgan pending settlement of the transaction.

(ii) Purchases: On the settlement date for a purchase (or earlier, if market practice requires delivery of the purchase price before the settlement date), J.P. Morgan will debit the Cash Account for the settlement amount and credit a separate account at J.P. Morgan. J.P. Morgan then will post the Securities Account as awaiting receipt of the expected Financial Assets. Customer will not be entitled to the delivery of Financial Assets until J.P. Morgan actually receives them.

J.P. Morgan reserves the right to restrict in good faith the availability of contractual settlement date accounting for credit or operational reasons.

(b) J.P. Morgan may reverse any debit or credit made pursuant to Section 2.5(a) prior to a transaction's actual settlement, upon notice to Customer, in cases where J.P. Morgan reasonably believes that the transaction will not settle in the ordinary course within a reasonable time. Customer will be responsible for any costs or Liabilities resulting from such reversal. Customer acknowledges that the procedures described in Section 2.5 are of an administrative nature, and J.P. Morgan does not undertake to make loans and/or Financial Assets available to Customer.

2.6 Actual Settlement Date Accounting

With respect to any settlement of a transaction that is not posted to the Account on the contractual settlement date as referred to in Section 2.5, J.P. Morgan will post such transaction on the date on which the cash or Financial Assets received as consideration for the transaction is actually received and settled by J.P. Morgan.

2.7 Income Collection

(a) J.P. Morgan will monitor information publicly available in the applicable market about forthcoming income payments on the Financial Assets.

(b) Unless Customer is notified otherwise, J.P. Morgan will credit the Cash Account with income and redemption proceeds on Financial Assets on or after the anticipated payment date, net of any taxes that are withheld by J.P. Morgan or any third party (**"Auto Credit"**). J.P. Morgan may reverse such credits to Customer if

J.P. Morgan believes that the corresponding payment will not be received by J.P. Morgan within a reasonable period or the credit was incorrect.

(c) In markets where J.P. Morgan does not provide an Auto Credit service, income and redemption proceeds on Financial Assets, net of any taxes withheld by J.P. Morgan or any third party, will be credited only after actual receipt and reconciliation by J.P. Morgan.

(d) J.P. Morgan will use reasonable efforts in its discretion to contact appropriate parties to collect unpaid interest, dividends or redemption proceeds, but J.P. Morgan will not be obliged to file any formal notice of default, institute legal proceedings, file proof of claim in any insolvency proceeding or take any similar action.

2.8 Miscellaneous Administrative Duties

(a) Until J.P. Morgan receives Instructions to the contrary, J.P. Morgan will:

(i) present all Financial Assets for which J.P. Morgan has received notice of a call for redemption or that have otherwise matured, and all income and interest coupons and other income items that call for payment upon presentation;

(ii) execute in the name of Customer such certificates as may be required to obtain payment in respect of Financial Assets; and

(iii) exchange interim or temporary documents of title held in the Securities Account for definitive documents of title.

(b) In the event that, as a result of holding Financial Assets in an omnibus account, Customer receives fractional interests in Financial Assets arising out of a Corporate Action or class action, J.P. Morgan will credit Customer with the amount of cash it would have received had the Financial Assets not been held in an omnibus account, and Customer shall relinquish to J.P. Morgan its interest in such fractional interests.

(c) If some, but not all, of an outstanding class of Financial Assets is called for redemption, J.P. Morgan may allot the amount redeemed among the respective beneficial holders of such a class of Financial Assets on a pro rata basis or in a similar manner J.P. Morgan deems fair and equitable.

2.9 Corporate Actions

(a) J.P. Morgan will act in accordance with local market practice to obtain information concerning Corporate Actions that is publicly available in the local market. J.P. Morgan also will review information obtained from sources to which J.P. Morgan subscribes for information concerning such Corporate Actions. J.P. Morgan will promptly provide that information (or summaries that reflect the material points concerning the applicable Corporate Action) to Customer or its Authorized Person.

(b) J.P. Morgan will act in accordance with Customer's Instructions in relation to such Corporate Actions. If Customer fails to provide J.P. Morgan with timely Instructions with respect to any Corporate Action, neither J.P. Morgan nor its nominees will

take any action in relation to that Corporate Action, except as otherwise agreed in writing by J.P. Morgan and Customer or as may be set forth by J.P. Morgan as a default action in the notification it provides under Section 2.9(a) with respect to that Corporate Action.

2.10 Class Action Litigation

(a) Any notices received by J.P. Morgan's corporate actions department about settled securities class action litigation that requires action by affected owners of the underlying Financial Assets will be promptly notified to Customer if J.P. Morgan, using reasonable care in the circumstances, identifies that Customer was a shareholder and held the relevant Financial Assets in custody with J.P. Morgan at the relevant time. The services set forth in this Section 2.10 are available only in certain markets, details of which are available from J.P. Morgan on request.

(b) J.P. Morgan shall make class action filings on behalf of Customer where, according to J.P. Morgan's records, Customer is eligible to participate. J.P. Morgan will make such filings in respect of Customer's Financial Assets holdings, unless Customer has timely directed J.P. Morgan not to file the class action.

(c) After this Agreement is terminated, J.P. Morgan will continue to make filings in the name of Customer in respect to such notices; however, no notification thereof shall be sent to Customer. Any proceeds received shall be sent to Customer at Customer's last recorded address.

(d) By making these filings for Customer, J.P. Morgan is not representing any view in relation to any class action, nor is J.P. Morgan making any representation or warrant as to the likely outcome of any such class action, participation in which is done wholly with Customer's consent and at Customer's risk.

(e) Customer acknowledges that in relation to any securities class action it is important that only one claim is filed on Customer's behalf in respect of a custodial holding or securities transaction. If, in the same securities class action, multiple claims are submitted on Customer's behalf for the same custodial holding, then all such claims might be rejected by the claims administrator. Therefore, where a claim is to be submitted by J.P. Morgan, Customer agrees that no other party will submit a claim on Customer's behalf for the same custodial holding or securities transaction in the same securities class action and J.P. Morgan shall have no duty to check whether any other claims have been filed by any third party on Customer's behalf in the same securities class action. J.P. Morgan will have no responsibility in the event that a claim is rejected on the basis that a duplicate claim has been filed by Customer or another party.

(f) Customer agrees that J.P. Morgan's annual aggregate liability with respect to losses arising out of the class action filings provided under this Agreement (whether for breach of contract, tort, or otherwise, but excluding losses caused by fraud on the part of J.P. Morgan) that may be incurred during any calendar year shall not exceed the lesser of (i) fees paid or payable by Customer under this Agreement during such calendar year or (ii) USD 30,000, and that this shall be Customer's exclusive remedy.

2.11 Proxies

(a) J.P. Morgan will monitor information distributed to holders of Financial Assets about upcoming shareholder meetings, promptly notify Customer or Authorized Person of such information and, subject to Section 2.11(c), act in accordance with Customer's Instructions in relation to such meetings (the **"Proxy Voting Service"**).

(b) The Proxy Voting Service is available only in certain markets, details of which are available from J.P. Morgan on request. Provision of the Proxy Voting Service is conditional upon receipt by J.P. Morgan of any additional documentation that may be required for certain markets.

(c) The Proxy Voting Service does not include physical attendance at shareholder meetings. Requests for physical attendance at shareholder meetings can be made but they will be evaluated and agreed to by J.P. Morgan on a case by case basis.

(d) Customer acknowledges that the provision of the Proxy Voting Service may be precluded or restricted under a variety of circumstances. These circumstances include, but are not limited to:

(i) the Financial Assets being on loan or out for registration;

(ii) the pendency of conversion or another Corporate Action;

(iii) the Financial Assets being held in a margin or collateral account at J.P. Morgan or another bank or broker, or otherwise in a manner which affects voting;

(iv) local market regulations or practices, or restrictions by the issuer; and

(v) J.P. Morgan being required to vote all shares held for a particular issue for all of J.P. Morgan's customers on a net basis (i.e., a net yes or no vote based on voting instructions received from all its customers). Where this is the case, J.P. Morgan will notify Customer.

2.12 Statements of Account

(a) J.P. Morgan will provide Customer with a statement of account for each Account, identifying cash and Financial Assets held in the Account and any transfers to and from the Account. Statements of account may be delivered electronically or on-line over the Internet in accordance with the agreed-upon frequency for statements of account and are deemed delivered when sent electronically or posted on the Internet. Customer will review its statement of account and give J.P. Morgan written notice of (i) any suspected error or omission or (ii) non-receipt of a statement of account within a reasonable time after the statement of account is sent or made available to Customer, as the case may be.

(b) Customer acknowledges that information available to it electronically with respect to transactions posted after the close of the prior business day may not be accurate due to mis-postings, delays in updating Account records, and other causes. J.P. Morgan will not be liable for any loss or damage arising out of any such information accessed electronically that is subsequently updated or corrected

by the close of business on the first business day after the original transaction was posted.

2.13 Access to J.P. Morgan's Records

(a) J.P. Morgan will allow Customer's auditors and independent public accountants such reasonable access to the records of J.P. Morgan relating to the Accounts as is required in connection with their examination of books and records pertaining to Customer's affairs.

(b) J.P. Morgan will, upon reasonable written notice, allow Customer reasonable access during normal working hours to the records of J.P. Morgan relating to the Accounts. J.P. Morgan may impose reasonable restrictions on the number of individuals allowed access, the frequency and length of such access, and the scope of the records made available. Customer shall reimburse J.P. Morgan for the reasonable cost of copying, collating and researching archived information.

2.14 Tax Reclaims

J.P. Morgan will provide tax reclaims as provided in Section 8.2.

2.15 Notification

If Customer has agreed to access information concerning the Accounts through J.P. Morgan's website, J.P. Morgan may make any notifications required under this Agreement by posting it on the website.

3. INSTRUCTIONS

3.1 Acting on Instructions; Method of Instruction and Unclear Instructions

(a) Customer authorizes J.P. Morgan to accept, rely upon and/or act upon any Instructions received by it without inquiry. Customer will indemnify J.P. Morgan Indemnitees against, and hold each of them harmless from, any Liabilities that may be imposed on, incurred by, or asserted against J.P. Morgan Indemnitees as a result of any action or omission taken in accordance with any Instruction.

(b) To the extent possible, instructions to J.P. Morgan shall be sent via electronic instruction or trade information system acceptable to J.P. Morgan or via facsimile transmission. In lieu of facsimile transmission, where reasonably practicable, Customer will use automated and electronic methods of sending Instructions.

(c) J.P. Morgan shall promptly notify an Authorized Person if J.P. Morgan determines that an Instruction does not contain all information reasonably necessary for J.P. Morgan to carry out the Instruction. J.P. Morgan may decline to act upon an Instruction if it does not receive clarification or confirmation satisfactory to it. J.P. Morgan will not be liable for any loss arising from any reasonable delay in carrying out any such Instruction while it seeks information, clarification or confirmation or in declining to act upon any Instruction for which it does not receive clarification satisfactory to it.

(d) In executing or paying a payment order, J.P. Morgan may rely upon the identifying number (e.g., Fedwire routing number or account) of any party as instructed in the payment order. Customer assumes full responsibility for any inconsistency between the name and identifying number of any party in payment orders issued to J.P. Morgan in Customer's name.

3.2 Verification and Security Procedures

(a) J.P. Morgan and Customer shall comply with any applicable Security Procedures with respect to the delivery or authentication of Instructions and shall ensure that any codes, passwords or similar devices are reasonably safeguarded.

(b) Either party may record any of their telephone communications.

3.3 Instructions Contrary to Law/Market Practice

J.P. Morgan need not act upon Instructions which it reasonably believes to be contrary to law, regulation or market practice and J.P. Morgan shall be under no duty to investigate whether any Instructions comply with Applicable Law or market practice. In the event J.P. Morgan does not act upon such Instructions, J.P. Morgan will notify Customer where reasonably practicable.

3.4 Cut-Off Times

J.P. Morgan has established cut-off times for receipt of Instructions, which will be made available to Customer. If J.P. Morgan receives an Instruction after its established cut-off time, J.P. Morgan will attempt to act upon the Instruction on the day requested if J.P. Morgan deems it practicable to do so or otherwise as soon as practicable after that day.

3.5 Electronic Access

Access by Customer to certain applications or products of J.P. Morgan via J.P. Morgan's web site or otherwise shall be governed by this Agreement and the terms and conditions set forth in Schedule 2.

4. FEES, EXPENSES AND OTHER AMOUNTS OWING TO J.P. MORGAN

4.1 Fees and Expenses

Customer will pay J.P. Morgan for its services under this Agreement such fees as may be agreed upon in writing from time to time, together with J.P. Morgan's reasonable out-of-pocket or incidental expenses, including, but not limited to, legal fees and tax or related fees incidental to processing charged directly or indirectly by governmental authorities, issuers, or their agents. Invoices will be payable within thirty (30) days of the date of the invoice. If Customer disputes an invoice, it shall nevertheless pay, on or before the date that payment is due, such portion of the invoice that is not subject to a *bona fide* dispute. J.P. Morgan may deduct amounts invoiced from the Cash Account except to the extent that Customer has objected to the invoice within thirty (30) days of the date of the invoice (or such other period as the parties may agree in writing). Without prejudice to J.P. Morgan's other rights, J.P. Morgan reserves the right to charge interest on overdue amounts from the due date until actual payment at such rate as J.P. Morgan customarily charges for similar overdue amounts.

4.2 Overdrafts

If a debit to the Cash Account results (or will result) in a debit balance, then J.P. Morgan may, in its discretion, (i) advance an amount equal to the overdraft, (ii) refuse to settle in whole or in part the transaction causing such debit balance, or (iii) if any such transaction is posted to the Securities Account, reverse any such posting. If J.P. Morgan elects to make such an advance, the advance will be deemed a loan to Customer, payable on demand, bearing interest at the applicable rate charged by J.P. Morgan from time to time, for such overdrafts, from the date of such advance to the date of payment (including after the date any judgment may be entered against Customer with respect to any overdraft) and otherwise on the terms on which J.P. Morgan makes similar overdrafts available from time to time. No prior action or course of dealing on J.P. Morgan's part with respect to the settlement of transactions on Customer's behalf will be asserted by Customer against J.P. Morgan for J.P. Morgan's refusal to make advances to the Cash Account or to settle any transaction for which Customer does not have sufficient available funds in the Account. Customer shall be deemed to be in default with respect to any such advance upon the occurrence of any event of the type specified in section 365(e)(1) of the U.S. Bankruptcy Code, as amended from time to time.

4.3 J.P. Morgan's Right Over Securities; Set-off

(a) Without prejudice to J.P. Morgan's rights under Applicable Law, J.P. Morgan and its Affiliates shall have, and Customer grants to J.P. Morgan a security interest in and a lien on the Financial Assets held in the Securities Account and as security for any and all Liabilities outstanding from time to time (whether actual or contingent) of Customer to J.P. Morgan or any of its Affiliates, and J.P. Morgan shall be entitled without notice to Customer, to withhold delivery of such Financial Assets, sell or otherwise realize any of such Financial Assets and to apply the proceeds and any other monies credited to the Cash Account in satisfaction of such Liabilities.

(b) Without prejudice to J.P. Morgan's rights under Applicable Law, J.P. Morgan may set off against any Liabilities of Customer to J.P. Morgan or any of its Affiliates any amount in any currency standing to the credit of any of Customer's accounts (whether deposit or otherwise) with any J.P. Morgan branch or office or with any Affiliate of J.P. Morgan. For this purpose, J.P. Morgan shall be entitled to accelerate the maturity of any fixed term deposits.

5. USE OF SECURITIES DEPOSITORIES

(a) J.P. Morgan may deposit Financial Assets with, and hold Financial Assets in any Securities Depository on such terms as such Securities Depository customarily operates and Customer will provide J.P. Morgan with such documentation or acknowledgements that J.P. Morgan may require to hold the Financial Assets in such Securities Depository.

(b) J.P. Morgan is not responsible for the selection or monitoring of any Securities Depository and will not be liable for any act or omission by (or the insolvency of) any Securities Depository. In the event Customer incurs a loss due to the negligence, willful misconduct, or insolvency of a Securities Depository, J.P. Morgan will make reasonable efforts, in its discretion, to seek recovery from the Securities Depository, but J.P. Morgan will not be obligated to institute legal proceedings, file proof of claim in any insolvency proceeding, or take any similar action.

6. ADDITIONAL PROVISIONS

6.1 Representations of Customer and J.P. Morgan

(a) Customer represents, warrants and covenants that (i) it has full authority and power, and has obtained all necessary authorizations and consents, to deposit and control the Financial Assets and cash in the Accounts, to use J.P. Morgan as its custodian in accordance with the terms of this Agreement, to borrow money (both any short term or intraday borrowings in order to settle transactions prior to receipt of covering funds) and grant a lien over Financial Assets as contemplated by Section 4.3; (ii) assuming execution and delivery of this Agreement by J.P. Morgan, this Agreement is Customer's legal, valid and binding obligation, enforceable against Customer in accordance with its terms and it has full power and authority to enter into and has taken all necessary corporate action to authorize the execution of this Agreement; (iii) it has not relied on any oral or written representation made by J.P. Morgan or any person on its behalf, and acknowledges that this Agreement sets out to the fullest extent the duties of J.P. Morgan; (iv) J.P. Morgan may rely upon the certification of such other facts as may be required to administer J.P. Morgan's obligations under this Agreement and Customer shall indemnify J.P. Morgan against all losses, liability, claims or demands arising directly or indirectly from any such certifications; and (v) it is a resident of the U.S. and shall notify J.P. Morgan of any changes in residency.

(b) J.P. Morgan represents and warrants that (i) assuming execution and delivery of this Agreement by Customer, this Agreement is J.P. Morgan's legal, valid and binding obligation, enforceable against J.P. Morgan in accordance with its terms and (ii) it has full power and authority to enter into and has taken all necessary corporate action to authorize the execution of this Agreement.

6.2 Customer to Provide Certain Information to J.P. Morgan

Upon request, Customer will promptly provide to J.P. Morgan such information about itself and its financial status as J.P. Morgan may reasonably request, including Customer's organizational documents and its current audited and unaudited financial statements. Upon J.P. Morgan's request, Customer shall provide to J.P. Morgan such similar information concerning any person other than Customer in whose name any Account is opened.

6.3 Customer is Liable to J.P. Morgan Even if it is Acting for Another Person

If Customer is acting as an agent or for another person as envisaged in Section 2.1(a) in respect of any transaction, cash or Financial Asset, J.P. Morgan nevertheless will treat Customer as its principal for all purposes under this Agreement. In this regard, Customer will be liable to J.P. Morgan as a principal in respect of any transactions relating to the Account. The foregoing will not affect any rights J.P. Morgan might have against Customer's principal or the other person envisaged by Section 2.1(a).

6.4 Special Settlement Services

J.P. Morgan may, but shall not be obliged to, make available to Customer from time to time special settlement services (including continuous linked settlement) for transactions involving Securities, cash, foreign exchange, and other instruments or contracts. Customer shall comply, and shall cause its Authorized Persons to comply, with the

requirements of any external settlement agency through which such settlements may be processed, including, without limitation, its rules and by-laws, where applicable.

7. WHEN J.P. MORGAN IS LIABLE TO CUSTOMER

7.1 Standard of Care; Liability

(a) J.P. Morgan will use reasonable care in performing its obligations under this Agreement. J.P. Morgan will not be in violation of this Agreement with respect to any matter as to which it has satisfied its obligation of reasonable care.

(b) J.P. Morgan will be liable for Customer's direct damages to the extent they result from J.P. Morgan's fraud, negligence or willful misconduct in performing its duties as set out in this Agreement. Nevertheless, under no circumstances will J.P. Morgan be liable for any indirect, incidental, consequential or special damages (including, without limitation, lost profits) of any form incurred by any person or entity, whether or not foreseeable and regardless of the type of action in which such a claim may be brought, with respect to the Accounts, J.P. Morgan's performance under this Agreement, or J.P. Morgan's role as custodian.

(c) Customer will indemnify the J.P. Morgan Indemnitees against, and hold them harmless from, any Liabilities that may be imposed on, incurred by or asserted against any of the J.P. Morgan Indemnitees in connection with or arising out of (i) J.P. Morgan's performance under this Agreement, provided the J.P. Morgan Indemnitees have not acted with negligence or engaged in fraud or willful misconduct in connection with the Liabilities in question or (ii) any J.P. Morgan Indemnitees' status as a holder of record of Customer's Financial Assets.

(d) Without limiting Subsections 7.1(a), (b) or (c), Customer agrees that J.P. Morgan provides no service in relation to, and therefore has no duty or responsibility to:

(i) question Instructions or make any suggestions to Customer or an Authorized Person regarding such Instructions;

(ii) supervise or make recommendations with respect to investments or the retention of Financial Assets;

(iii) advise Customer or an Authorized Person regarding any default in the payment of principal or income of any Security other than as provided in Section 2.7(b) of this Agreement; or

(iv) evaluate or report to Customer or an Authorized Person regarding the financial condition of any broker, agent or other party to which J.P. Morgan is instructed to deliver Financial Assets or cash.

7.2 Force Majeure

J.P. Morgan will maintain and update from time to time business continuation and disaster recovery procedures with respect to its custody business that it determines from time to time meet reasonable commercial standards. J.P. Morgan will have no liability, however, for any damage, loss, expense or liability of any nature that Customer may suffer or incur, caused by an act of God, fire, flood, civil or labor disturbance, war, terrorism, act of any

governmental authority or other act or threat of any authority (de jure or de facto), legal constraint, fraud or forgery (other than on the part of J.P. Morgan or its employees), malfunction of equipment or software (except where such malfunction is primarily and directly attributable to J.P. Morgan's negligence in maintaining the equipment or software), failure of or the effect of rules or operations of any external funds transfer system, inability to obtain or interruption of external communications facilities, or any other cause beyond the reasonable control of J.P. Morgan (including, without limitation, the non-availability of appropriate foreign exchange).

7.3 J.P. Morgan May Consult With Counsel

J.P. Morgan will be entitled to rely on, and may act upon the advice of professional advisers in relation to matters of law, regulation or market practice (which may be the professional advisers of Customer), and will not be liable to Customer under this Agreement for any action taken or omitted pursuant to such advice.

7.4 J.P. Morgan Provides Diverse Financial Services and May Generate Profits as a Result

Customer hereby authorizes J.P. Morgan to act under this Agreement notwithstanding that: (a) J.P. Morgan or any of its divisions, branches or Affiliates may have a material interest in transactions entered into by Customer with respect to the Account or that circumstances are such that J.P. Morgan may have a potential conflict of duty or interest, including the fact that J.P. Morgan or its Affiliates may act as a market maker in the Financial Assets to which Instructions relate, provide brokerage services to other customers, act as financial adviser to the issuer of such Financial Assets, act in the same transaction as agent for more than one customer, have a material interest in the issue of the Financial Assets; or earn profits from any of the activities listed herein and (b) J.P. Morgan or any of its divisions, branches or Affiliates may be in possession of information tending to show that the Instructions received may not be in the best interests of Customer. J.P. Morgan is not under any duty to disclose any such information.

7.5 Assets Held Outside J.P. Morgan's Control

J.P. Morgan will not be obliged to (a) hold Financial Assets or cash with any person not agreed to by J.P. Morgan or (b) register or record Financial Assets in the name of any person not agreed to by J.P. Morgan. Furthermore, J.P. Morgan will not be obliged to register or record on J.P. Morgan's records Financial Assets held outside J.P. Morgan's control. If, however, Customer makes any such request and J.P. Morgan agrees to the request, the consequences of doing so will be at Customer's own risk. J.P. Morgan shall not be liable for any losses incurred as a result and may be precluded from providing some of the services referred to in this Agreement (for example, and without limitation, income collection, proxy voting, class action litigation and Corporate Action notification and processing).

7.6 Ancillary Services

J.P. Morgan may use third party delivery services and providers of information regarding matters such as pricing, proxy voting, corporate actions and class action litigation and use local agents to provide extraordinary services such as attendance at annual meetings of issuers of Securities. Although J.P. Morgan will use reasonable care in the selection and retention of such third party providers and local agents, it will not be responsible for any errors or omissions made by them in providing the relevant information or services.

8. TAXATION

8.1 Tax Obligations

(a) Customer will pay or reimburse J.P. Morgan, and confirms that J.P. Morgan is authorized to deduct from any cash received or credited to the Cash Account any taxes or levies required by any revenue or governmental authority for whatever reason in respect of Customer's Accounts.

(b) Customer will provide to J.P. Morgan such certifications, declarations, documentation, and information as it may require in connection with taxation, and warrants that, when given, this information is true and correct in every respect, not misleading in any way, and contains all material information. Customer undertakes to notify J.P. Morgan immediately if any information requires updating or correcting. J.P. Morgan provides no service of controlling or monitoring, and therefore has no duty in respect of, or liability for any taxes, penalties, interest or additions to tax, payable or paid that result from:

(i) the inaccurate completion of documents by Customer or any third party;

(ii) the provision to J.P. Morgan or a third party of inaccurate or misleading information by Customer or any third party;

(iii) the withholding of material information by Customer or any third party; or

(iv) any delay by any revenue authority or any other cause beyond J.P. Morgan's control.

(c) If J.P. Morgan does not receive appropriate certifications, documentation and information then, as and when appropriate and required, additional tax shall be deducted from all income received in respect of the Financial Assets issued (including, but not limited to, U.S. non-resident alien tax and/or backup withholding tax).

(d) Customer will be responsible in all events for the timely payment of all taxes relating to the Financial Assets in the Securities Account; provided, however, that J.P. Morgan will be responsible for any penalty or additions to tax due solely as a result of J.P. Morgan's negligent acts or omissions with respect to paying or withholding tax or reporting interest, dividend or other income paid or credited to the Cash Account.

8.2 Tax Reclaims With Respect to American Depository Receipts

(a) Subject to the provisions of this Section, J.P. Morgan will apply for a reduction of withholding tax in respect of income payments on Financial Assets comprised of American Depository Receipts credited to the Securities Account that J.P. Morgan believes may be available to Customer. To defray expenses pertaining to nominal tax claims, J.P. Morgan may from time to time set minimum thresholds as to a de minimis value of tax reclaims which it will pursue in respect of income payments under this Section.

(b) The provision of a tax reclamation service by J.P. Morgan is conditional upon J.P. Morgan receiving from Customer (i) a declaration of its identity and place of

residence and (ii) certain other documentation (pro forma copies of which are available from J.P. Morgan), prior to the receipt of Financial Assets comprised of American Depository Receipts in the Account or the payment of income. If Financial Assets comprised of American Depository Receipts credited to the Account are beneficially owned by someone other than Customer, this information will be necessary with respect to the beneficial owner. Customer acknowledges that J.P. Morgan will be unable to perform tax reclamation services unless it receives this information.

(c) J.P. Morgan will perform tax reclamation services only with respect to taxation levied by the revenue authorities of the countries advised to Customer from time to time and J.P. Morgan may, by notification in writing, in its absolute discretion, supplement or amend the countries in which this tax reclamation service is offered. Other than as expressly provided in this Section 8.2, J.P. Morgan will have no responsibility with regard to Customer's tax position or status in any jurisdiction.

9. TERMINATION

9.1 Term and Termination

(a) The Customer may terminate this Agreement on sixty (60) days' written notice to J.P. Morgan and J.P. Morgan may terminate this Agreement on sixty (60) days' written notice to Customer.

(b) Notwithstanding Section 9.1(a):

(i) Either party may terminate this Agreement immediately on written notice to the other party in the event that a material breach of this Agreement by the other party has not been cured within thirty (30) days of that party being given written notice of the material breach;

(ii) Either party may terminate this Agreement immediately on written notice to the other party upon the other party being declared bankrupt, entering into a composition with creditors, obtaining a suspension of payment, being put under court controlled management or being the subject of a similar measure; and

(iii) J.P. Morgan may terminate this Agreement on thirty (30) days' written notice to Customer in the event that J.P. Morgan reasonably determines that Customer has ceased to satisfy J.P. Morgan's customary credit requirements.

9.2 Exit Procedure

Customer will provide J.P. Morgan full details of the persons to whom J.P. Morgan must deliver Financial Assets and cash within a reasonable period before the effective time of termination of this Agreement. If Customer fails to provide such details in a timely manner, J.P. Morgan shall be entitled to continue to be paid fees under this Agreement until such time as it is able to deliver the Financial Assets and cash to a successor custodian, but J.P. Morgan may take such steps as it reasonably determines to be necessary to protect itself following the effective time of termination, including ceasing to

provide transaction settlement services in the event that J.P. Morgan is unwilling to assume any related credit risk. J.P. Morgan will in any event be entitled to deduct any amounts owing to it prior to delivery of the Financial Assets and cash (and, accordingly, J.P. Morgan will be entitled to sell Financial Assets and apply the sale proceeds in satisfaction of amounts owing to it). Customer will reimburse J.P. Morgan promptly for all out-of-pocket expenses it incurs in delivering Financial Assets upon termination. Termination will not affect any of the liabilities either party owes to the other arising under this Agreement prior to such termination.

10. MISCELLANEOUS

10.1 Notices

Notices pursuant to Section 9 of this Agreement shall be sent or served by registered mail, nationally recognized delivery services, such as Federal Express (FedEx) or United Parcel Service (UPS), etc., courier services or hand delivery to the address of the respective parties as set out on the signature page of this Agreement, unless notice of a new address is given to the other party in writing.

10.2 Successors and Assigns

This Agreement will be binding on each of the parties' successors and assigns, but the parties agree that neither party can assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; except J.P. Morgan may assign this Agreement without Customer's consent to (a) any Affiliate or subsidiary of J.P. Morgan or (b) in connection with a merger, reorganization, stock sale or sale of all or substantially all of J.P. Morgan's custody business.

10.3 Entire Agreement

This Agreement, including the Schedules, Exhibit and any riders (and any separate agreement which J.P. Morgan and Customer may enter into with respect to any Cash Account), sets out the entire Agreement between the parties in connection with the subject matter hereof, and this Agreement supersedes any other agreement, statement or representation relating to custody, whether oral or written. Amendments must be in writing and, except where this Agreement provides for amendments by notice from J.P. Morgan, signed by both parties.

10.4 Insurance

Customer acknowledges that J.P. Morgan will not be required to maintain any insurance coverage specifically for the benefit of Customer. J.P. Morgan will, however, provide summary information regarding its own general insurance coverage to Customer upon written request.

10.5 Security Holding Disclosure

With respect to Securities and Exchange Commission Rule 14b-2 under the U.S. Shareholder Communications Act regarding disclosure of beneficial owners to issuers of Securities, J.P. Morgan is instructed not to disclose the name, address or Security positions of Customer in response to shareholder communications requests regarding the Account.

10.6 USA PATRIOT Act Disclosure

Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (**"USA PATRIOT Act"**) requires J.P. Morgan to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, Customer acknowledges that Section 326 of the USA PATRIOT Act and J.P. Morgan's identity verification procedures require J.P. Morgan to obtain information which may be used to confirm Customer's identity including without limitation Customer's name, address and organizational documents (**"identifying information"**). Customer may also be asked to provide information about its financial status such as its current audited and unaudited financial statements. Customer agrees to provide J.P. Morgan with and consents to J.P. Morgan obtaining from third parties any such identifying and financial information required as a condition of opening an account with or using any service provided by J.P. Morgan.

10.7 Governing Law and Jurisdiction

This Agreement will be construed, regulated and administered under the laws of the U.S. or State of Arizona, as applicable, without regard to Arizona's principles regarding conflict of laws, except that the foregoing shall not reduce any statutory right to choose Arizona law or forum. The U.S. District Court for Arizona will have the sole and exclusive jurisdiction over any lawsuit or other judicial proceeding relating to or arising from this Agreement. The parties hereby knowingly, voluntarily and intentionally waive, to the fullest extent permitted by Applicable Law, any right to a trial by jury with respect to any such lawsuit or judicial proceeding arising or relating to this Agreement or the transactions contemplated hereby. To the extent that in any jurisdiction Customer may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, Customer shall not claim, and it hereby irrevocably waives, such immunity.

10.8 Severability; Waiver; and Survival

(a) If one or more provisions of this Agreement are held invalid, illegal or unenforceable in any respect on the basis of any particular circumstances or in any jurisdiction, the validity, legality and enforceability of such provision or provisions under other circumstances or in other jurisdictions and of the remaining provisions will not in any way be affected or impaired.

(b) Except as otherwise provided herein, no failure or delay on the part of either party in exercising any power or right under this Agreement operates as a waiver, nor does any single or partial exercise of any power or right preclude any other or further exercise, or the exercise of any other power or right. No waiver by a party of any provision of this Agreement, or waiver of any breach or default, is effective unless it is in writing and signed by the party against whom the waiver is to be enforced.

(c) The parties' rights, protections, and remedies under this Agreement shall survive its termination.

10.9 Confidentiality

(a) Subject to Section 10.9(b), J.P. Morgan will hold all Confidential Information in confidence and will not disclose any Confidential Information except as may be required by Applicable Law, a regulator with jurisdiction over J.P. Morgan's business, or with the consent of Customer.

(b) Customer authorizes J.P. Morgan to disclose Confidential Information to:

(i) any subcontractor, agent, Securities Depository, securities exchange, broker, third party agent, proxy solicitor, issuer, or any other person that J.P. Morgan believes it is reasonably required in connection with J.P. Morgan's provision of relevant services under this Agreement;

(ii) its professional advisors, auditors or public accountants;

(iii) its Affiliates and branches; and

(iv) any revenue authority or any governmental entity in relation to the processing of any tax reclaim.

(c) Except as otherwise required by Applicable Law or as needed to enforce the terms of this Agreement, the parties shall hold the terms and conditions, including, without limitation, any commercial terms, of this Agreement in confidence.

10.10 Counterparts

This Agreement may be executed in several counterparts each of which will be deemed to be an original and together will constitute one and the same agreement.

10.11 No Third Party Beneficiaries

A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN CONSIDERATION OF THE FOREGOING, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the day and year first above written.

JPMorgan Chase Bank, N.A.		**Maricopa County**	
By:	_____ (Signature)	By:	_____ (Signature)
	_____ (Printed Name)		_____ (Printed Name)
	_____ (Title)		_____ (Title)
	_____ (Date)		_____ (Date)
Address:	1111 Polaris Parkway, Suite 3J OH1-0634 Columbus, OH 43240	Address:	301 W. Jefferson Street Room 100 Phoenix, AZ 85003

Customer's Tax ID: 86-6000472

SCHEDULES AND EXHIBIT

Schedule 1 Secretary's Certificate

MARICOPA COUNTY

Secretary's Certificate

The undersigned does hereby certify that he/she is the duly elected and qualified Secretary of Maricopa County (the "Company").

I further certify that the following is a true copy of resolutions duly adopted by the governing body ("Board") of the Company:

> **WHEREAS,** the Board has reviewed a form of custody agreement (together with the schedules, exhibit and any riders) and ancillary documents provided by JPMorgan Chase Bank, N.A. ("J.P. Morgan"). The form of custody agreement had been reviewed by an officer of the Company, and the indemnities given to J.P. Morgan in the custody agreement were noted. The Board considered the form of the custody agreement.
>
> **NOW, THEREFORE, IT IS RESOLVED** that the Board hereby approves the custody agreement (together with the schedules, exhibit and any riders) and ancillary documents completed in the manner and form presented to the Board.
>
> **FURTHER RESOLVED,** that the Board hereby affirms J.P. Morgan's appointment as custodian for the Company.

I further certify that the individuals whose names, titles and specimen signatures appear below are duly elected, qualified and acting officers of the Company holding the positions set forth opposite their names, that their signatures as set forth below are true and genuine and that they have been duly authorized by the Board, in accordance with our By-Laws, to execute the custody agreement, tax documents and any related documentation with respect to our custody account(s) with J.P. Morgan.

Name	Title	Signature
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have subscribed my name this _____ day of _____, 20_____.

_____
Secretary

(Affix Seal)

OR

☐ Organization has no Seal

Schedule 2 Electronic Access

1. J.P. Morgan shall permit Customer and its Authorized Persons to access electronically the applications and products listed on Exhibit 1 to this Schedule 2 (the **"Products"**). J.P. Morgan reserves the right to modify this Schedule 2 and, subject to the terms and conditions of this Schedule 2, the products and services available through the Products, upon notice to Customer. J.P. Morgan shall use reasonable efforts to give Customer reasonable notice of its termination or suspension of access hereunder to any Product, but may do so immediately upon written notice to Customer if J.P. Morgan determines, in its sole discretion, that providing access to such Product would violate Applicable Law or that the security or integrity of such Product is at risk.

2. In consideration of the fees paid by Customer to J.P. Morgan and subject to any applicable software license addendum in relation to J.P. Morgan owned or sublicensed software provided for a particular application and Applicable Law, J.P. Morgan grants to Customer and, where applicable, its Authorized Persons on the terms of this Schedule 2 a non-exclusive license to use the Products and the information and data made available to Customer through the Products (the **"Data"**) for the sole use of Customer. Customer may download the Data and print out hard copies for its reference, provided that it does not remove any copyright or other notices contained therein or any hyperlink or other reference to any such notice.

3. The rights and obligations of the parties with respect to the provision of certain cash products and services via the Products shall also be governed, to the extent not governed by this Agreement, by J.P. Morgan's terms and conditions relating to such products and services, as the same may be amended from time to time (the **"Product Terms"**). If and to the extent that there is a conflict between the Product Terms and this Schedule 2, the provisions of this Schedule 2 shall prevail.

4. Customer acknowledges that there are certain security, corruption, transaction error and access availability risks associated with using open networks such as the Internet, and Customer hereby expressly assumes such risks. Customer shall make its own independent assessment of the adequacy of the Internet and of the security procedures made available by J.P. Morgan. Customer acknowledges and agrees that the selection and use by it of third party security and communications software and third party service providers is the sole responsibility of Customer, and J.P. Morgan disclaims all risks related thereto, notwithstanding that J.P. Morgan may recommend certain security and/or communication software packages. All such software must be interoperable with J.P. Morgan's software. Each of Customer and J.P. Morgan shall be responsible for the proper functioning, maintenance and security of its own systems, services, software and other equipment.

5. In cases where J.P. Morgan's web site is unexpectedly down or otherwise unavailable, J.P. Morgan shall provide other appropriate means for Customer or its Authorized Persons to instruct J.P. Morgan or obtain reports from J.P. Morgan. Provided that J.P. Morgan reasonably provides such other means, J.P. Morgan shall not be liable for any Liabilities arising out of the inability to instruct or communicate using J.P. Morgan's web site in the absence of J.P. Morgan's gross negligence or willful misconduct.

6. Customer shall use (and cause its Affiliates, Authorized Persons, and other agents to use) appropriate and up to date products that are commercially available to protect their respective systems and associated files and Data from the threat of computer viruses and

other similar destructive software elements (**"Viruses"**) and to minimize the risk of transmission of Viruses between the parties.

7. Customer shall promptly and accurately designate in writing to J.P. Morgan the geographic location of its users from time to time. Customer further represents and warrants to J.P. Morgan that Customer shall not access the service from any jurisdiction which J.P. Morgan informs Customer or where Customer has actual knowledge that the service is not authorized for use due to local regulations or laws. Prior to submitting any document which designates the persons authorized to act on Customer's behalf, Customer shall obtain from each individual referred to in such document all necessary consents to enable J.P. Morgan to process the Data set out therein for the purposes of providing the Products.

8. Customer shall be responsible for the compliance of its Authorized Persons with the terms of this Schedule 2.

Exhibit 1 to Schedule 2 **Products**

Name of Application	Description
One Portfolio View℠	Provides Internet-based access to view account information.

Image Deposit Direct Service Terms | JPMORGAN CHASE BANK, N.A. V 2.1_08_25_09

1. **Service Terms.** These Image Deposit Direct (IDD) Service Terms ("Service Terms") state the terms and conditions that govern Customer's use of the IDD Service (the "Service"). These Service Terms supplement the deposit account terms governing Customer's deposit account(s). These Service Terms and the deposit account terms (collectively, the "Account Documentation") may be amended from time to time. The deposit account terms are hereby ratified and affirmed, and are incorporated herein and shall continue to apply in all respects, as amended hereby. By acknowledging or signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms.

2. **The Service.** The Service allows Customer to make certain electronic deposits of eligible checks and items (which eligible checks and items are limited to personal checks, money orders, business checks and traveler's checks payable in U.S. Dollars and drawn on a U.S. banks or US Postal Service Money Orders), by using a capture device to create an electronic image of a paper check or other paper source document ("Item") by scanning the Item and transmitting it and related data to Bank. As part of the Service Customer must use software and hardware provided by or acceptable to Bank. Customer is solely responsible for information or data that is transmitted, supplied or key-entered by Customer, Customer employees or agents. Before Customer scans any Item, Customer shall endorse all Items with the legend "For Deposit Only" and the Customer's name or account number unless otherwise provided for by the Bank.

   a. Customer agrees that after the Item has been scanned and submitted for deposit, Customer shall not otherwise transfer or negotiate the original Item, substitute check or any other image of the Item. Customer further agrees that Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer must have in place procedures and policies to protect the original Items and secure procedures in place for storage and destruction of the Items.

   b. Customer agrees that the electronic image of the Item or any substitute check, as defined by federal law, will become the legal representation of the Item for all purposes, including return items processing.

   c. If Bank receives the submitted deposit transmission of an Item no later than 7:00 p.m. Eastern Standard Time on a business day ("Cutoff Time") that the Bank is generally open for business, Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that day to be the day of deposit. If Bank receives a submitted deposit transmission of an Item after the Cutoff Time or on a weekend or a state or federal holiday, Bank will consider that the deposit was made on the next Business Day. The Cutoff Time reflects the time displayed on the Bank's internal system clocks and may not necessarily be synchronized with the internal clock displayed on Customer's computer. For this reason, Bank suggests that Customer transmits any submitted deposit to Bank sufficiently in advance of such Cutoff Time to eliminate the possibility of missing the cutoff. Submitted deposit transmissions entered after the Cutoff Time or on non-Business Days will be considered entered on the next Business Day.

   d. Customer agrees to pay the Bank's fees for the Service.

   e. The term of the Service is two (2) years. After the expiration of the initial two year term, the Service shall continue on a month to month basis.

   f. Customer is responsible for making certain that only eligible Items are sent to Bank through this Service. Any item sent through this Service that is not eligible as set forth in 6 a. above will be handled at Customer's sole risk and liability.

3. **Item Processing.** If the electronic files and/or images transmitted to Bank with respect to any Item do not comply with its or its processor's requirements for item type submitted, content, batch size and/or format, the Customer shall be solely responsible for any related loss related to the processing of such Item, including if the Bank, in its sole discretion:

   a. further transmits the Item and data in the form received from Customer;

   b. repairs or attempts to repair the Item or data and then further transmits it;

   c. processes the Item as photocopies in lieu of originals; or

   d. returns the data and Item to Customer unprocessed and charges back Customer's account.

4. **Warranties.** Customer represents and warrants to Bank that:

   a. any image Bank receives accurately and legibly represents all of the information on the front and back of the original Item as of the time the original Item is truncated;

   b. the information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;

   c. the Item conforms to the technical standards for an Electronic Item set forth in Regulation J, or Federal Reserve Bank operating circulars and for a substitute check set forth in Regulation CC;

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d. no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;

e. Customer will not redeposit through this Service any Item previously deposited and returned to Customer unless Bank advises Customer otherwise;

f. Customer will employ commercially reasonable security measures and firewalls sufficient to protect transmissions and storage to ensure no unauthorized access or duplicate presentment;

g. Customer will only transmit Items that originated as paper Items;

h. Customer will comply with all laws and regulations applicable to Customer in its use of the Service and not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and

i. If the Customer is depositing Items made payable to a third party, Customer also represents and warrants to Bank that in connection with each Item deposited through the Service, the owner of the Item has authorized Customer to negotiate the Item and process the Item through electronic transmittal.

5. **Disclaimer.** Bank makes no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. Bank specifically disclaims any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. Bank and its subcontractors also do not guarantee that Customer access to the Service will be uninterrupted, error free or secure. Any corrective action the Bank may take with regard to any software, capture devices or other hardware, related to the Service shall not establish a course of dealing by the Bank, expectation by the Customer, or otherwise obligate the Bank to take any future action.

6. **Limitation of Liability.** In no event will Bank's liability under these Service Terms for any damages of any kind exceed an amount equal to the fees the Customer paid Bank for the Service during the twelve (12) months preceding the date on which Customer made the corresponding claim. If Customer makes a claim during the first twelve (12) months of service, Bank's liability will be limited to the average monthly fee Customer paid during that time multiplied by twelve.

7. **Indemnification.** In addition to the indemnities contained in the Account Documentation, Customer agrees to defend, indemnify and hold Bank, its officers, affiliates, employees and agents harmless from any actions, claims, losses, demands, liabilities, litigation or damages (including reasonable attorneys' fees) arising from or in connection with:

a. Customer breach of any of the warranties made by Customer pursuant to these Service Terms;

b. any claim pertaining to any warranty or indemnity that Bank makes with respect to an Item under Federal Reserve Board Regulations CC and J or other laws, regulations, industry and clearing house rules applicable to Items.

c. Customer use of the Service or the use of the Service by anyone using Customer Security Device or Customer violation of these Service Terms or the rights of any third party (including, but not limited to, privacy rights).

8. **Audit Rights.** Customer agrees that Bank has the right to audit Customer's processes and procedures for managing and maintaining the security and safety of the scanner, the transmission of the images and the original Items as defined below and that Bank has the right to audit Customer's physical locations where the scanners are used and original Items are stored as well as Customer's processes for secure destruction of the original Items. Scanners provided through this Service are to only be used at locations within the United States.

9. **Computer Equipment; Browser Access and Internet Services.** Customer is responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "System") necessary for Customer to access and use the Service. This responsibility includes, without limitation, Customer's utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. Customer is additionally responsible for obtaining Internet services via the Internet service provider of Customer's choice, for any and all fees imposed by such Internet service provider and any associated communications service provider charges. Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and Customer hereby expressly assumes such risks, including, but not limited to those Bank may disclose in its educational materials. Customer acknowledges that Customer is responsible for the data security of the Systems used to access the Service, and for the transmission and receipt of information using such Systems. Customer acknowledges that Customer has requested the Service for Customer's convenience, has made Customer's own independent assessment of the adequacy of the Internet and Systems and that Customer is satisfied with that assessment. Bank is not responsible for any errors or problems that arise from the malfunction or failure of the Internet or Customer's Systems nor is Bank responsible for notifying Customer of any upgrades, fixes, or enhancements to, or for providing technical or other support for Customer's Systems. Although Bank may provide a link to a third party site where Customer may download software, Bank makes no endorsement of any specific software, hardware or Internet Service Provider and Customer's use of any such software, hardware or service may also be subject to the license or other agreements of that provider, in addition to the terms and conditions of these Service Terms. Customer agrees that the presence of any malwear, including, without limitation, any keystroke logger type of malwear, on any of Customer's computers shall be presumed, unless proven otherwise by clear and convincing evidence by Customer, to constitute the failure by Customer to fulfill its duty at all times to maintain the proper functioning, maintenance and security of its own systems, services, software and other equipment, and to be the cause of any damage, loss, expense or liability which may be suffered or incurred by Customer.

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10. **Security Devices.** In order to communicate electronically with Bank whether via the Internet, or otherwise, to access information or effect transactions in connection with the Service, Customer shall utilize identification codes, passwords, authorization, authentication and/or encryption algorithms, tangible or intangible security tokens, cookies, digital signatures and private or public keys (individually a "Security Device" and collectively the "Security Devices") to be issued or approved by Bank from time to time. To prevent unauthorized access to Customer's accounts and to prevent unauthorized use of the Service, Customer agrees to protect and keep confidential the Security Devices used for accessing Customer's accounts via the Service. If Customer believes someone may attempt to use or has used the Service without Customer's permission, or that any other unauthorized use or security breach has occurred, Customer agrees to immediately notify Customer's relationship officer.

11. **Product Rights.**

a. Grant of License. To the extent Bank or its licensors make any software available to Customer via download on its website for use in conjunction with the Service, Bank hereby grants, and Customer hereby accepts, for the term of these Service Terms, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("Products") for use only directly in conjunction with its permitted use of the Service.

b. Title. Except for the license granted to Customer hereunder, all rights and title in and to the Products, including any improvements, modifications, and derivative works, will at all times remain with Bank or its licensors, and Customer shall acquire no rights in the Products.

c. Use of Products.

i) Customer agrees that the Products will be used only by Customer and Customer's Affiliates, provided that each Affiliate agrees to be bound by the terms hereof and further that Customer will be liable for Customer's Affiliates' acts and omissions in connection with the Products. For purposes of this Agreement, "Affiliates" means those entities who control, are controlled by or are under common control with Customer. For purposes of this definition, "control" (including with correlative meaning, controlled by, and under common control with) means the possession, directly or indirectly, of greater than a 50% ownership interest in an entity.

ii) Except as otherwise expressly provided herein, Customer will not copy, modify, or create derivative works of the Products or display, assign, sublicense, distribute, or otherwise transfer any interest in this Agreement or the Products to any third party.

iii) Customer will not, and will not permit others to, reverse engineer, reverse-compile, or reverse-assemble the Products or otherwise attempt to obtain source code for the Products.

iv) Customer shall use the Products solely for Customer's internal business purposes. For purposes of this clause, the expression "internal business purposes" will in no circumstance include time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Products.

v) Customer will notify Bank in writing regarding any unauthorized use or disclosure of the Products immediately after it becomes known to Customer.

vi) Customer acknowledges that the Products constitute trade secrets and represent significant economic and commercial value to Bank and/or its licensors and must be maintained as secret, confidential and proprietary. Customer agrees that copyright legends borne by the Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. Customer will take all reasonable steps to safeguard the Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Products as Customer ordinarily use in protecting Customer's own most valuable confidential and proprietary information. Customer will not remove or alter any copyright or other proprietary legends contained on the Products.

vii) Customer obligations under this Section survive termination of these Service Terms.

d. Installation, Training and Maintenance. Customer will be solely responsible for the installation, training and maintenance of the Products. It is Customer's (and expressly not Bank's) responsibility to establish reasonable backups, accuracy checks and security precautions to guard against possible malfunctions, loss of data and unauthorized access.

e. Patent Infringement. In the event the Products become, or in Bank's opinion are reasonably likely to become, the subject of a claim of infringement, Customer will allow Bank, at its option and expense, to replace the Products with a non-infringing alternative, modify the Products so that they become non-infringing or terminate the license.

f. Risk of Loss. Customer will bear the entire risk of loss, destruction and damage to the Products from any cause whatsoever, and no such loss, destruction or damage shall impair any of Customer obligations hereunder which shall continue in full force and effect.

g. Export Control; Compliance with Laws. Customer will be responsible, at Customer's expense, for complying with all laws and regulations applicable to use of the Products, including, without limitation, laws and regulations pertaining to (i) exports or imports of software and related property; (ii) use or remote use of software and related property; or (iii) registration of this Agreement. Customer will indemnify and hold harmless Bank and its affiliates, employees and agents from and against all actions, claims, losses, demands, liabilities, litigation or damages (including reasonable attorneys' fees) arising from or in connection with any violation by Customer of any such laws or regulations.

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12. **New Features.** Bank may, from time to time, introduce new features to the Service or modify or delete existing features in its sole discretion. Bank shall notify Customer of any of these changes to features if Bank is legally required to do so. By using any new or modified features when they become available, Customer agrees to be bound by the rules concerning these features.

13. **Limitation of Liability; No Warranties.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, BANK SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENENACE THEREOF, ACCESS TO OR USE OF THE ONLINE SERVICE, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS CUSTOMER EXPERIENCES DUE TO CAUSES BEYOND BANK'S DIRECT, EXCLUSIVE AND REASONABLE CONTROL, AND CUSTOMER IN ORDER TO HOLD BANK LIABLE SHALL HAVE THE BURDEN OF PROOF TO ESTABLISH BY CLEAR AND CONVINCING EVIDENCE THAT ANY LOSS, DAMAGE OR INJURY SUFFERED OR INCURRED BY CUSTOMER WAS FROM A CAUSE THAT WAS WITHIN BANK'S DIRECT, EXCLUSIVE AND REASONABLE CONTROL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMERS USE OF THE ONLINE SERVICE IS AT CUSTOMERS SOLE RISK AND THAT THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO CUSTOMER. CUSTOMER ACKNOWLEDGES THAT BANK MAKES NO WARRANTY THAT THE ONLINE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, BANK DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE ONLINE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES. NO LICENSE TO CUSTOMER IS IMPLIED IN THESE DISCLAIMERS.

14. **Fees; Cancellation or Termination of Service.**

    a. If Customer cancels the Service before the expiration of two (2) years, Customer shall pay an early cancellation fee of $500.00.

    b. Bank reserves the right to terminate the Service at any time upon 30 days prior written notice. Not withstanding the foregoing, Bank may terminate the Service immediately (i) if Customer breaches any warranty, (ii) if Customer fails to pay the Service fees or (iii) if Customer becomes financially impaired based upon Bank's sole discretion.

    c. If the Service is cancelled or terminated by either Customer or Bank for any reason, Customer shall uninstall any software or hardware from its computer systems which was provided to Customer as part of the Service or assume the risk of any loss that could have been prevented if this provision had been complied with by Customer.

    d. The provisions of sections 2, 7, 8, 10 and 11 shall survive termination of these Service Terms.

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End of Day
Investment & Loan Sweep Service Terms

1. **Service.** **JPMorgan Chase Bank, N.A.** (the "Bank") will provide the customer (the "Customer") with the selected automatic investment and loan sweep service, (each a "Service") by which the Bank: (i) will arrange for the automatic investment of Customer funds; (ii) will arrange for the return of the invested funds; (iii) will credit the Customer's account with interest on the invested funds; and (iv) will arrange, if the Customer has a credit facility in place, for the automatic borrowings and payments under the credit facility by means of transfers to or from the Customer's account; all as more fully described below. The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. By signing the applicable Account Documentation, by signing these Service Terms, or by using or continuing to use the Service, the Customer agrees to these Service Terms.

2. **Accounts; Investments; Facilities.**

   (a) The Customer hereby authorizes the Bank to establish and/or maintain in the Customer's name, the following accounts:

      (i) the demand deposit account (the "DDA") identified on Schedule A, attached hereto; and
      (ii) the investment sub-account in the Bank's sub-account system (the "Sub-Account") identified on Schedule A.

   (b) The Bank, if the Customer has selected an investment arrangement, will maintain one of the following overnight, interest-bearing, investment vehicles (each an "Investment Vehicle"), for the Customer investment, as selected by the Customer, and specified on Schedule A:

      (i) a U.S. dollar deposit on the books of the Bank's Nassau Branch ("Nassau Investment Vehicle");
      (ii) a U.S. dollar deposit on the books of the Bank's London Branch ("London Investment Vehicle");
      (iii) a U.S. dollar deposit on the books of the Bank's International Banking Facility ("IBF Investment Vehicle");
      (iv) a U.S. dollar investment arrangement to facilitate the purchase and sale of depository funds, also known as "Fed Funds" ("Fed Funds Investment Vehicle");
      (v) a U.S. dollar denominated investment under a repurchase agreement ("Repo Investment Vehicle");
      (vi) a combination Nassau Investment Vehicle and Repo Investment Vehicle ("Nassau/Repo Investment Vehicle);
      (vii) a combination London Investment Vehicle and Repo Investment Vehicle ("London/Repo Investment Vehicle"); and

   (c) The Bank, if the Customer has selected a loan borrowing and payment arrangement, and has a credit facility ("Credit Facility") in place, will maintain one of the following loan borrowing and payment options ("Loan Sweeps") for the Customer, as selected by the Customer, and specified on Schedule A:

      (i) an automated arrangement for borrowings and payments under the Credit Facility ("Loan Borrowing and Payment Option");
      (ii) an automated arrangement for payments under the Credit Facility ("Loan Payment Option");
      (iii) an automated arrangement for a Loan Borrowing and Payment Option and an Investment Vehicle ("Loan and Investment Option"); and
      (iv) an automated arrangement for borrowings and payments under a Fed Fund Credit Facility ("Fed Funds Borrowing Option").

3. **Sweep Operation; Investments.**

   (a) Schedule A establishes parameters for the sweep of funds under the Service ("Sweep Parameters"), by setting forth the following Customer-specific information: (i) a "Target Balance"; (ii) a "Minimum Investment"; (iii) a "Sweep Increment"; and (iv) an "Investment Cap". Sweep Parameters are subject to review and modification by the Bank, upon notice to the Customer.

   (b) The Bank, at the end of each banking business day (a "Business Day"), will automatically debit the DDA and transfer to the Investment Vehicle an amount equal to the Minimum Investment and any Sweep Increments, above the Target Balance, maintained in available balances in the DDA, (the "Investment"). The Bank will not transfer to the Investment Vehicle any amounts in excess of the Investment Cap. The Bank, on the succeeding Business Day, will arrange for the return of the Investment and credit the DDA for that returned amount at the opening of business.

   (c) Invested funds will earn interest in accordance with the earnings rate information provided by the Bank to the Customer from time to time.

4. **Acknowledgments.**

   (a) The Customer acknowledges that, notwithstanding anything to the contrary herein, if the Bank becomes aware of any legal or regulatory action, which, in the Bank's sole opinion, inhibits the operation of the Service, the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.

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(b) The Customer further acknowledges that it has made an independent assessment of the suitability of the Investment for its own purposes and understands that it is advised to consult its own financial, legal and other advisors therefor.

5. **Investment Statement.** The Bank, on a periodic basis, in addition to an account statement related to the DDA, will provide to the Customer a statement ("Investment Statement") detailing the Investment, the sweep transactions, and earnings or charges .

6. **Taxes.** The Bank makes no representations as to the interpretation or characterization of the transactions herein undertaken for tax or any other purpose, in any jurisdiction. The Customer must satisfy itself as to any tax impact of the Service before agreeing to the terms herein. The Customer is responsible for any income, withholding or other taxes imposed by any jurisdiction and will indemnify and otherwise hold the Bank harmless for: (i) any such taxes including any withholding tax imposed by any jurisdiction on overdraft interest charged to any demand deposit account, and any interest, penalties or additions to tax for failure to properly remit such tax; and (ii) the Bank's payment of any taxes, interest, penalties and/or additions to tax otherwise due from, or paid on behalf of, the Customer. The Customer is responsible for effecting the actual payment to appropriate taxing authorities of any withholding tax due on overdraft charges. The Customer will provide the Bank copies, or where required, originals, of such proofs of residence, ownership of assets, taxpayer status, or other documentation, declarations, certifications or information (collectively, "Information") as the Bank may require, and represents and warrants that such Information, as of the date of its provision to the Bank, will be and, except as may be otherwise notified in writing by the Customer to the Bank from time to time, will remain, true and correct in every respect, not misleading or inaccurate in any way, and contains all material information. Any and all overdraft charges will be free and clear of, and without any deduction or withholding for, any applicable withholding tax. The overdraft charge legally due to the Bank shall be equal to the ratio of (i) the overdraft charge as provided to the Customer by the Bank on the Customer's statement, to (ii) 1 reduced by the applicable withholding tax rate:

(Stated Overdraft Charge)/(1 - Tax Rate).

7. **Service Fees.** The Customer shall compensate the Bank for the Service, in accordance with the Bank's fee schedules from time to time in effect.

8. **Notices.** All notices to the Bank shall be sent to: JPMorgan Chase Bank, N. A., c/o JPMorgan Treasury Technologies Corporation, TLIP Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to the Customer shall be sent to the Customer's last known address on the Bank's books and records.

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9. **Offshore Investment Vehicles.** If the Customer has selected the Nassau Investment Vehicle or the London Investment Vehicle as an investment, the provisions of Section 9 shall apply in addition to the provisions of Sections 1 through 8.

(a) The Bank, with respect to the Nassau Investment Vehicle and the London Investment Vehicle (collectively, "Off Shore Investment Vehicles"), will maintain an interest-bearing deposit account at the applicable off-shore branch in the name of the Bank for the benefit of the designated customers ("Master Account"). The Bank, on behalf of the applicable off-shore branch will maintain the records of the Customer's investment in its sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable investment; (ii) contain the Customer's transaction history with respect to the investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA.

(b) The Master Accounts for the Nassau Investment Vehicle and the London Investment Vehicle, are maintained at branches of the Bank.

(c) The Customer understands that the Minimum Investment for investments in the Nassau Investment Vehicle or the London Investment Vehicle is $100,000 for U.S. residents or entities.

(d) Deposits held in a branch of the Bank, located outside the United States are payable exclusively at the branch at which the account is held and are not payable in the United States. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

(e) **Required FDIC Disclosures**: In the event of a failure of the Bank, funds swept to the Nassau Investment Vehicle or the London Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.

10. **IBF Investment Vehicles.** If the Customer has selected the IBF Investment Vehicle as an investment the provisions of Section 10 shall apply in addition to the provisions of Sections 1 through 8.

(a) The Bank, with respect to the IBF Investment Vehicle will maintain an interest-bearing deposit account at its International Banking Facility ("IBF") in the name of the Bank for the benefit of the designated customers ("Master Account"). The Bank, on behalf of its IBF will maintain the records of the Customer's investment in its sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable investment; (ii) contain the Customer's transaction history with respect to the investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA.

(b) The Master Account for the IBF Investment Vehicle is maintained at the IBF of the Bank.

(c) Investments in the IBF Investment Facility are only available to qualified institutions, pursuant to Section 204.8(a) (2)(i) of Federal Reserve Regulation D.

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(d) Deposits held in the IBF (i) are not insured by the FDIC or any other governmental entity; and (ii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

(e) **Required FDIC Disclosures**: In the event of a failure of the Bank, funds swept to the IBF Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.

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11. **Fed Funds Investment Vehicle.** If the Customer has selected the Fed Funds Investment Vehicle as an investment, the provisions of Section 11 shall apply in addition to the provisions of Sections 1 through 8.

(a) The Bank will maintain the records of the Customer's investment in the Bank's sub-account system (the "Sub-Account System"). The Sub-Account System will: (i) identify the Customer's separate, individually identifiable Investment; (ii) contain the Customer's transaction history with respect to the Investment; and (iii) mirror in account name and other relevant information the Customer name and information from the DDA.

(b) Investments in the Fed Funds Investment Vehicle are only available to the qualified depository banks pursuant to Federal Reserve Regulation D.

(c) Fed Funds Investments: (i) are not bank deposits; and (ii) are not insured by the FDIC or any other governmental entity.

(d) **Required FDIC Disclosures**: In the event of a failure of the Bank, funds swept to the Fed Funds Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, and the beneficial owner of such funds would be treated as an unsecured general creditor of the receivership estate of the Bank.

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12. **Repo Investment Vehicle.** If the Customer has selected the repurchase agreement ("Repo") as an investment ("Repo Investment Vehicle"), the provisions of Section 12 shall apply in addition to the provisions of Sections 1 through 8.

(a) Definitions:

(i) "Repo Rate" means the per annum percentage rate for determination of the Interest at Maturity. The Repo Rate will be determined by the Bank and is subject to change from time to time;

(ii) "Income" means with respect to any Securities at any time, any principal thereof then payable and all interest, dividends or other distributions thereof;

(iii) "Market Value" means with respect to any Securities as of any date, the most recently available bid price for the Securities, plus accrued Income to the extent not included therein as of such date (unless contrary to market practice for such Securities);

(iv) "Interest at Maturity" means with respect to any Purchase hereunder as of any date, the aggregate amount obtained by daily application of the Repo Rate for such Purchase to the Principal Amount for such Purchase on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Trade Date for such Purchase and ending on (but excluding) the Maturity Date;

(v) "Purchase" shall have the meaning as specified in Section 12(b).

(vi) "Trade Date" means the date on which Purchased Securities are transferred by the Bank to the Customer;

(vii) "Principal Amount" means on the Trade Date, the price at which Purchased Securities are transferred by the Bank to the Customer;

(viii) "Purchased Securities" means the Securities transferred by the Bank to the Customer in a Purchase hereunder;

(ix) "Maturity Date" means the date on which the Bank is to repurchase the Purchased Securities from the Customer, which is the business day succeeding the Trade Date;

(x) "Net Due at Maturity" means the price at which the Purchased Securities are to be transferred from the Customer to the Bank upon termination of a Purchase, which will be determined in each case as the sum of the Principal Amount and the Interest at Maturity as of the date of such determination;

(xi) "Securities" means securities issued by the United States Treasury or any agency of the United States Government (which may be available in book entry form only).

(b) Applicability. On each business day, the parties may enter into transactions in which the Bank agrees to transfer to the Customer Securities against the sweep of funds from the DDA specified in Schedule A, with a simultaneous agreement by the Customer to transfer to the Bank such Securities on the succeeding Business Day, against the transfer to the Customer of funds by the Bank. The Bank agrees to provide the Customer with Securities with a Market Value sufficient to cover the Principal Amount with respect

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to any Purchase. Each such transaction shall be referred to herein as a "Purchase" and shall be governed by these Service Terms unless otherwise agreed in writing.

(c) Initiation/Confirmation/Termination. On each Business Day in which there exists an amount in the DDA above the Target Balance, the Bank, will enter into a Purchase for the Customer in accordance with the Sweep Parameters of Section 3. Upon agreeing to enter into a Purchase hereunder, the Bank shall promptly deliver to Customer a written confirmation of each Purchase (a "Confirmation"). The Confirmation shall describe the Securities (specifying the CUSIP or a mortgage-backed security pool number, if any, the issuer, Maturity Date, coupon rate, par amount, market price and Market Value), identify the Customer and the Bank, and set forth: (i) the Trade Date; (ii) the Principal Amount; (iii) the Maturity Date; (iv) the Repo Rate; (v) Net Due at Maturity; and (vi) any additional terms or conditions of the Purchase not inconsistent with these Service Terms. The Confirmation, together with these Service Terms, shall constitute conclusive evidence of the terms agreed between Customer and The Bank with respect to the Purchase to which the Confirmation relates, unless, with respect to the Confirmation, specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and these Service Terms, these Service Terms shall prevail.

On the Maturity Date, termination of the Purchase will be effected by transfer to the Bank of the Purchased Securities against the transfer of the Net Due at Maturity to the DDA. When the last day of a given month falls on a Friday, Saturday or Sunday, then the Interest at Maturity earned from Purchases entered into on that Friday will be paid on the next Business Day for the Interest at Maturity earned during the day(s) preceding month end and on the following business day for the period succeeding month end. The Repo Rate paid to Customer by the Bank on Purchases is not intended to be the same as the interest rate or stated rate of the Purchased Securities; therefore, the Net Due at Maturity is independent of any fluctuation in the market price of the Purchased Securities. Earnings on Repos shall be credited to the DDA on a daily basis.

(d) Estimates of Investment Balances. In connection with Repos, the Bank hereby discloses that it enters into Purchases prior to the end of each Business Day based on its estimate of the amount of the funds that will be available for investment by Repos customers at the end of the Business Day. Although the Bank will use its best efforts to accurately estimate the Principal Amount for the Purchase that will be entered into on behalf of the Customer on each business day, the Customer acknowledges and agrees that, on any business day, all or a portion of its DDA balance may be uninvested if the Market Value of Securities held by the Bank is less than the DDA balances of all customers whose funds are to be invested in Repos. In such an event, the Customer shall be entitled to an earnings credit established by the Bank from time to time, to be applied against the fees charged by the Bank. Except for the earnings credit described in this section, the Customer agrees that it shall have no claim against the Bank based on, or relating to, Purchases entered into with other customers, whether or not the Bank has made fewer or more investments for any other customer, or whether or not any investment for another customer could have resulted in additional investments made for the Customer under these Service Terms. Notwithstanding anything to the contrary in these Service Terms, no interest shall be paid on an uninvested DDA balance that are held in the specified DDA at the Bank.

(e) Security Interest. Although the parties intend that all Purchases hereunder be sales and purchases and not loans, in the event any such Purchases are deemed to be loans, the Bank shall be deemed to have pledged to the Customer, as security for the performance by the Bank of its obligations under each such Purchase, and shall be deemed to have granted to the Customer a security interest in, all of the Purchased Securities with respect to all Purchases hereunder and all proceeds thereof.

(f) Payment and Transfer. Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Purchased Securities transferred by one party hereto to the other shall be through book entry transfer by the Bank or other identification on the Bank's records that the Purchased Security belongs to either the Customer or the Bank.

(g) Segregation of Purchased Securities. To the extent required by applicable law, all Purchased Securities in the possession of the Bank shall be segregated from other securities in its possession and shall be identified as subject to these Service Terms. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial intermediary or a clearing corporation.

(h) Required Disclosure. THE BANK IS NOT PERMITTED TO SUBSTITUTE OTHER SECURITIES FOR THOSE SUBJECT TO THESE SERVICE TERMS AND THEREFORE MUST KEEP THE CUSTOMER'S SECURITIES SEGREGATED AT ALL TIMES, UNLESS IN THESE SERVICE TERMS, THE CUSTOMER GRANTS THE BANK THE RIGHT TO SUBSTITUTE OTHER SECURITIES. IF THE CUSTOMER GRANTS THE RIGHT TO SUBSTITUTE, THIS MEANS THAT THE CUSTOMER'S SECURITIES WILL LIKELY BE COMMINGLED WITH THE BANK'S OWN SECURITIES DURING THE TRADING DAY. THE CUSTOMER IS ADVISED THAT, DURING ANY TRADING DAY THE CUSTOMER'S SECURITIES ARE COMMINGLED WITH THE BANK'S SECURITIES, THEY MAY BE SUBJECT TO LIENS GRANTED BY THE BANK TO THIRD PARTIES AND MAY BE USED BY THE BANK FOR DELIVERIES ON OTHER SECURITIES TRANSACTIONS. WHENEVER THE SECURITIES ARE COMMINGLED, THE BANK'S ABILITY TO RESEGREGATE SUBSTITUTE SECURITIES FOR THE CUSTOMER WILL BE SUBJECT TO THE BANK'S ABILITY TO SATISFY ANY LIEN OR TO OBTAIN SUBSTITUTE SECURITIES.

(i) Required FDIC Disclosure. In the event of a failure of the Bank, funds swept to the Repo Sweep Investment Vehicle, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC. However, the FDIC would treat the beneficial owner's swept funds in one of two ways: (a) if the failed Bank's assets were transferred to an acquiring institution, the swept funds would be returned back into the beneficial owner's deposit account on the business day following the failure of the Bank; or (b) if the failed Bank will be dissolved, the beneficial owner would receive a check or other payment from the FDIC to reacquire the beneficial owner's allotted interest in the securities in accordance with the FDIC's normal procedures. The Bank will not exercise any right that it may have to substitute securities.

(j) Use of Employee Plan Assets. If assets of any employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by the Customer in a Purchase, the Customer shall also notify the Bank prior to the Purchase. The Customer hereby represents and warrants to the Bank that no Purchase constitutes a prohibited

transaction under ERISA or is otherwise exempt therefrom, and the Bank may proceed in reliance thereon but shall not be required to proceed.

(k) Intent. The parties recognize that each Purchase is a "repurchase agreement" as that term is defined in Section 101(47) of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Purchase or the terms of such Purchase would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741(7) of Title 11 of the United States Code, as amended.

It is understood that either party's right to liquidate securities delivered to it in connection with Purchases hereunder or to exercise any other remedies pursuant to these Service Terms, is a contractual right to liquidate such Purchase as described in Section 555 and 559 of Title 11 of the United States Code, as amended.

(l) Disclosure Relating to Certain Federal Protections. The parties acknowledge that any Purchases under these Service Terms are obligations of the Bank collateralized by Securities. The Customer acknowledges that it has been advised that funds held by the Bank pursuant to a Purchase hereunder: (i) are not bank deposits; and (ii) are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government entity.

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13. **OffShore/Repo Investment Vehicle.**

If the Customer has selected the Nassau/Repo Investment Vehicle or the London/Repo Investment Vehicle (collectively "Offshore/Repo Investment Vehicle") as an investment, the provisions of Section 13 shall apply in addition to the provisions of Sections 1 through 8.

(a) If the Customer has selected an Offshore/Repo Investment Vehicle, the Bank will invest the Customer's DDA balances in accordance with the Sweep Parameters in Section 3. If the amount of the DDA Balances is more than $100,000, then the Bank will invest the balances in the Nassau Investment Vehicle or the London Investment Vehicle, as applicable. If, however, for U.S. residents or entities, the Investment is less than $100,000 then the Bank will invest such lesser amount in the Repo Investment Vehicle instead.

(b) The provisions of Section 1 through 8, as well as the provisions of Section 9 and 12 shall apply to the Customer selecting the Offshore/Repo Investment Vehicle.

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14. **Loan Sweep.** If the Customer has selected any of the following: Loan Borrowing and Payment Option, Loan Payment Option, Loan and Investment Option and Fed Funds Borrowing Option (collectively, the "Loan Sweep"), the provisions of Section 14 as well as the provisions of Sections 1 through 8 shall apply.

(a) Credit Facility. The Customer acknowledges that as a condition precedent to use by the Customer of the Loan Sweep, it shall have in place a current credit facility with the Bank (the "Credit Facility"). Any credit extended to Customer through use of the Loan Sweep will be subject to all of the terms and conditions of the Credit Facility.

(b) Loan Borrowing and Payment Option. After the close of business on each Business Day, if the Customer has selected the Loan Borrowing and Payment Option, the Bank will determine the balance in the DDA after all transactions for that Business Day have been posted to such DDA and:

(i) If the DDA balance is less than the Target Balance, the Bank will draw on the Credit Facility up to the amount of credit available under the Credit Facility on its applicable loan system and transfer the proceeds of such draw to fund the DDA up to the Target Balance. To permit such draws, the Bank hereby waives any notice requirements for such draws under the Credit Facility. If the amount of the available credit under the Credit Facility is insufficient to bring the balance in the DDA to the Target Balance, the Target Balance in the DDA will not be reached to the extent of such insufficiency;

(ii) If the DDA balance is more than the Target Balance, the Bank will pay down the Credit Facility so that the Target Balance remains in the DDA. To permit such pay downs, the Bank hereby waives any notice requirements for such pay downs under the Credit Facility. Payments to pay down the Credit Facility will only be applied to those loans which are revolving loans under the Credit Facility and which will not result in any break-funding costs or prepayment premiums to the Customer;

(iii) If the Credit Facility has expired or for whatever reason is not available for use by the Customer, any balance in the DDA in excess of the Target Balance will be used to pay down the principal amount of the Credit Facility; thereof.

(c) Loan and Investment Option. If the Customer has selected the Loan and Investment Option, that Service will operate the same as the Loan Borrowing and Payment Option, except that to the extent there remains a balance in excess of the Target Balance in the DDA after pay down of the Credit Facility, then the remaining balance in the DDA may be swept by the Bank into the designated Investment Vehicle in accordance with the applicable provisions of these Service Terms.

(d) Loan Payment Option. If the Customer has selected the Loan Payment Option, that Service will operate the same as the payment portion of the Loan Borrowing and Payment Option described above.

(e) Fed Funds Borrowing Option. If the Customer, is eligible for, has selected the Fed Funds Borrowing Option, and has a Credit Facility in place for Fed Funds, then that Loan Sweep will operate in the same manner as other Loan Sweeps described in Section 14(b) and 14(c).

SAMPLE

(f) Required FDIC Disclosures. In the event of a failure of the Bank, funds swept as part of the Loan Payment Option sweep, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, but such swept funds would reduce the loan balance owed by the Customer to the receivership estate of the Bank.

(g) Multiple DDAs. The Customer may link multiple DDAs (held by the same legal entity), up to a maximum determined by the Bank, to sweep to a single Credit Facility, provided, however that all such DDAs are maintained in the same state. In the event of multiple DDAs, the Bank will post individual debits or credits to the respective DDAs, and will post the net advance or payment to the Credit Facility.

Agreed to:	Agreed to:
[CUSTOMER]	**JPMORGAN CHASE BANK, N.A.**
_____ (Customer)	
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title _____	Title: _____
	Date: _____

Important Information About FDIC Coverage Effective Immediately Through December 31, 2009

Funds maintained in your noninterest-bearing transaction accounts are fully guaranteed by the FDIC through December 31, 2009 under the FDIC's Temporary Liquidity Guarantee Program. This FDIC guarantee does not cover any funds transferred out of such accounts into one of our investment sweep options while such funds are invested.

SAMPLE

Schedule A

Date:

Customer Name:	
DOA Name:	
DOA No.:	
Tax Payer ID Number:	
Sub-Account Number	

Investment Vehicles: (Check Desired Investment Vehicle)

Nassau Investment Vehicle	
London Investment Vehicle	
IBF Investment Vehicle	
Fed Funds Investment Vehicle	
Repo Investment Vehicle	
Nassau/Repo Investment Vehicle	
London/Repo Investment Vehicle	

Sweep Parameters: (Insert Applicable Amounts)

Target Balance	
Minimum Investment	
Sweep Increment	
Investment Cap	

Loan Sweep Options: (Check Desired Loan Sweep Option)

Loan Borrowing and Payment Option	
Loan Payment Option	
Loan and Investment Option	
Fed Funds Borrowing Option	

This Schedule A supersedes any previous Schedule A with respect to the above listed account for this Service.

SAMPLE

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JPMorgan Chase Client Access Service Terms

V 2.4_09_19_08

1. **Service**
The Bank will provide a service (the "Service") for electronic access to the Customer's account information, reports and data (collectively, "Data") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "Instruction"). The Bank reserves the right to modify the applications and products (each an "Application") available via the Service, upon notice to the Customer.

2. **Security Procedures**
2.1. A Bank issued or approved security device (a "Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer, including without limitation the procedures set forth herein. The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device, or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same.

The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorised User, as defined in Section 2.3 below, to do the same. The Customer will be responsible for ensuring that the Security Devices are known to and used only by Authorised Users.

2.2. The Customer shall designate security administrators who shall have equal authority in accordance with the administrative control procedure for each Application. The Customer agrees to notify the Bank of any change in security administrators in the manner and form designated by the Bank. Any such changes shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

2.3. The security administrators shall be responsible for (i) designating individuals as users ("Authorised Users"); (ii) identifying the functions of the Service that each user may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each user of his/her obligations hereunder or under any of the applicable Account Documentation, as defined in Section 6 below. The security administrators shall provide to the Bank, upon the Bank's request, a list of Authorised Users. In the absence of a valid designation of a security administrator at any time, the Bank may deliver Security Devices and materials to any person authorized to act on behalf of the Customer with respect to the accounts.

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

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

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

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

5. **Customer Warranties**
The Customer represents and warrants to the Bank that: (i) prior to submitting any document which designates Authorised Users, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing the geographic location of its Authorised Users and shall provide all updates to such information; and (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized. The Customer hereby represents and warrants to the Bank that these Terms constitute its legal and binding obligations enforceable in accordance with its terms.

6. **Miscellaneous**
The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction shall apply to the use of the Service by such users. The Bank's terms governing the business accounts and services, including service terms that govern the Bank's processing of Instructions transmitted via the Service ("Account Documentation"), are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail.

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

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Jurisdiction Specific Provisions Exhibit

A. **Australia & New Zealand** – See further Paragraph L herein.

The Bank's liability to Customer for loss or damage of any kind in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Customer and/or its subject matter, is reduced to the extent that Customer caused and/or contributed to the loss or damage.

Fees:
To the extent that any supply made by the Bank under these Service Terms is a taxable supply for the purposes of the Australian Goods and Services Tax, or that goods and services tax under the New Zealand Goods and Services Tax Act 1985 is payable in respect of any supply under this License Agreement, ("GST"), the fees payable in respect of that taxable supply ("original amount") will be increased by the amount of GST payable in respect of that taxable supply. Customer must pay the increased amount at the same time and in the same manner as the original amount.

Consumer Warranties.
(i) Australia

The following provision applies if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of this Agreement is the law in force in an Australian jurisdiction:

The Warranty and Limitation of Liability provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

"Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights and remedies pursuant to the Trade Practices Act 1974 (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option, in the case of goods to either (a) replacement of the goods; or (b) correction of defects in the goods; and in the case of services to either (a) re-supply of the services; or (b) the cost of re-supply of the services."

(ii) New Zealand

If the Customer is acquiring software in New Zealand, the Customer confirms it is acquiring the software for the purposes of a business (as that term is defined in the Consumer Guarantees Act 1993), and that the Consumer Guarantees Act does not apply to the software.

Miscellaneous. The following provision shall apply if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of these Service Terms is the law in force in an Australian jurisdiction:

The Limitation of Liability and Warranty provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

Notwithstanding anything in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, a customer may have the benefit of certain rights and remedies pursuant to the Trade Practices Act (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the the maximum extent permitted by law, such liability is limited, at the Bank's option to (a) re-supply of the Service; or (b) the cost of re-supply of the Service.

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B. **Cambodia** – See further Paragraphs L and M herein.

C. **Peoples Republic of China** – See further Paragraphs L and M herein.

The Customer agrees that: (i) the Bank shall be liable only for direct damages which are the result of its failure to exercise ordinary care or its willful misconduct; and to the maximum extent permitted by law, (ii) the Bank shall not be liable for incidental, indirect, special, or consequential damages, regardless of the form of action and even if the Bank has been advised of the possibility of such damages. Nothing in these general terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud.

Notwithstanding any other provision to the contrary, where an overdraft condition may exist, to the extent permitted by law (including the law where the Customer is incorporated), the Bank may debit the Customer Account even though the debit may bring about or increase an overdraft. If any debit to the Customer Account brings about or increases an overdraft, such overdraft shall be immediately due and payable, to the extent permitted by law (including the law where the Customer is incorporated), without further notice or demand.

The Customer represents that prior to submitting any document which designates the persons authorized to act on the Customer's behalf, including, but not limited to a security administrator designation form, Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

Laws, Rules, Regulations and Practices: The Customer agrees to abide by and comply with all laws, rules and regulations (whether or not having the force of law including without limitation rules from time to time made by the People's Bank of China and all determinations made thereunder) from time to time applying or relating to any or all of the Accounts and/or deposits the Customer may place with or through the Bank. The Bank has the right, without prior notice to the Customer (or upon notice if a prior notice is required by law), to do such acts, deeds and things and adopt such practices as the Bank may in its absolute discretion consider necessary or appropriate to ensure due compliance with or implementation of any or all of such laws, rules and regulations, notwithstanding any contrary provisions of the Account Terms and the Account Application forms. The Customer further agrees to abide by and comply with such practices(s) as the Bank may from time to time in its absolute discretion adopt in connection with such compliance or implementation.

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D. **Hong Kong** – See further Paragraph L herein.
Nothing in these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. Any contractual limitation of liability shall be modified so that such provision shall be applicable to the services provided hereunder to the maximum extent permitted by law.

The Customer represents that prior to submitting any document which designates the persons authorized to act on the Customer's behalf; including, but not limited to a security administrator designation form, Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

E. **India** – See further Paragraphs L and M herein.

F. **Indonesia** – See further Paragraphs L and N herein.
The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.

To the maximum extent permitted by law, the Bank may, at its sole discretion, make recordings and retain such recordings of telephone conversations and data transmissions between the Customer and the Bank.

G. **Malaysia** – See further Paragraph L herein.
Any references in the Service Terms to the term "Bank," shall mean J.P. Morgan Chase Bank Berhad in relation to Service provided in Malaysia.

H. **Philippines** – See further Paragraph L herein.
Subject to giving reasonable notice in writing the Bank, may amend the Account Documentation. The Customer will be deemed to have agreed to any such amendment, if the Customer fails to object thereto within five (5) days from receipt of such notice.

I. **Singapore** – See further Paragraph L herein.
Nothing in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. For the avoidance of doubt, to the maximum extent permitted by law, the Customer hereby expressly agrees that nothing done or omitted to be done by the Bank pursuant to this agreement shall amount to a breach of the Bank's obligations under the bank secrecy laws of any jurisdiction.

The provisions in Paragraph L, as applicable to Singapore, shall be without prejudice and in addition to any other right of the Bank to disclose any information on the Customer under any applicable law.

J. **Republic of China (Taiwan)** – See further Paragraphs L and N herein.
The Customer hereby acknowledges that the Account Documentation and other related documents have been delivered to the Customer for review for a period of at least five (5) days before the execution. The Customer executes and delivers the Account Application after fully understanding the content of the above documents and hereby agrees to comply with the terms and conditions contained therein.

K. **Thailand** – See further Paragraphs L and M herein.
Nothing in of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for gross negligence of that party or its employees or for fraud.

L. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Australia, Cambodia, Peoples Republic of China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, Pakistan, Philippines, Singapore, Sri Lanka, Republic of China, Thailand and Vietnam.

The Customer hereby consents to the disclosure of any information relating to the Customer to (i) any bank examiner(s), the Bank's head-office and other branch offices, its affiliates and associates, assignees or prospective assignees, (ii) the Bank's auditors, counsel and other professional advisers and (iii) any other Bank's sub-contractors or agents , in each case whether in India or elsewhere, as the Bank may, in good faith, consider necessary or desirable including, without limitation:

a) for the collation, synthesis, processing and management of data and the storing of data relating to any Accounts held or transactions undertaken by the Customer;

b) the reporting of transaction details and other customer related information for global risk management, MIS and regulatory reporting and monitoring;

c) the monitoring of the Bank's global credit exposure to its clients and others;

d) for effecting any instruction by the Customer or any transaction for the benefit of the Customer, or effecting any disclosure which may be required of the Bank by any such party;

e) enhanced operational, technology, finance and other support function efficiencies, or

f) as may be required by law, regulations or legal process, provided that the Bank shall take such measures as it considers reasonable to preserve the confidentiality of such information or documents. The Bank shall at all times maintain in confidence all confidential information and documents relating to the Customer which are in the Bank's possession subject to the Bank's right to disclose such information and documents.

SAMPLE

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M. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Cambodia, Peoples Republic of China, India and Thailand.

Any dispute arising out of or in connection with the services provided pursuant to these Service Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The International Arbitration Act (Cap 143A) shall apply. The tribunal shall consist of a single arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The arbitral proceedings shall be conducted in the English language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to have judgment.

The arbitrator shall in all instances be required to apply the substantive law of the State of Ohio, United States of America (without reference to the conflict of laws rules thereof) and to enforce and apply the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. Under no circumstances shall the arbitrator be permitted to award: (i) punitive damages; or (ii) damages of any nature in excess of the amount claimed. In addition, all statutes of limitation that would be applicable in any court proceeding involving the same subject matter shall apply in any arbitration proceeding brought hereunder. Nothing in this clause shall be deemed to exclude the right of either party to apply for interim injunctive relief from the State or Federal courts of the State of New York, United States of America, provided that any court proceedings shall be restricted to such purposes only, unless the parties agree otherwise.

Notwithstanding the above, any disputes related solely to a Customer Account opened and maintained in a state or jurisdiction other than New York shall be governed by the laws of that state or jurisdiction (without reference to the conflicts of law rules thereof).

N. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Indonesia and Republic of China (Taiwan).

Notwithstanding anything to the contrary contained in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the Bank shall have the right to proceed against the Customer in any other competent court in any other jurisdiction where the Customer's assets are situated from time to time and the Customer agrees to submit to the jurisdiction of any court so chosen by the Bank. The Customer further agrees to waive any objections on the ground of venue or forum non coveniens or any similar ground. The taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not. The Customer irrevocably and unconditionally waives any objection it may now or subsequently have to the choice of venue of any legal action arising out of or relating to these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. The Customer also agrees that a final judgment against it in any such legal action shall be final and conclusive.

O. **European Union.**

The Customer acknowledges that it is not a "consumer" for the purpose of the European Union's Electronic Commerce Directive ("ECD") (i.e. that it is not an individual) and agrees that the Bank shall not be required to make any disclosures or do any other thing which a non-consumer may agree not to require under the UK rules and legislation implementing the ECD. For further information on the Bank, please see "Notice regarding EU e-commerce information" in the Terms & Conditions on http://www.jpmorgan.com.

(i) The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the Data Protection Act 1998 (the "Act") and other relevant data protection legislation. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services, or via the Customer's use of such electronic banking services, and via other correspondence or communications between the Customer and the Bank.

(ii) The Bank will use personal data collected by it or on its behalf via the Collection Methods for the following purposes (the "Purposes"), namely for the purpose of providing the services to the Customer in accordance with these Terms and the Product Terms, for the Bank's internal administrative purposes, for contacting the Customer about products and services which the Bank or other members of the Bank's group offer which the Bank believes may be of interest to the Customer, and as may be otherwise required by law or applicable regulatory or governmental authorities, and such purposes may include transfer of such personal data outside of the European Economic Area to the Bank's subsidiaries or other connected companies or to other organizations as may be required by law or other applicable regulatory or governmental authorities.

(iii) The Customer shall ensure that any disclosure of personal data made by it or by its employees or agents via the Collection Methods which relate to the Customer's employees or agents is only made following notification by the Customer to data subjects of the Purposes for which their personal data may be processed by or on behalf of the Bank, and is otherwise fair and lawful.

SAMPLE

JPMorganChase

V1.0_0405

Pay$tream Indemnity Security Procedure Indemnity Agreement

Dated as of _____ , _____ ("Customer")

This is in regard to the Pay$tream® Service Terms, between **JPMorgan Chase Bank, N.A.** ("Bank") and the Customer ("Service Terms").

The Customer agrees that use of encryption and authentication as required by the Service Terms for transmitting Transfers to Bank constitutes a security procedure offered by Bank to the Customer as a means of verifying the authenticity of Transfers ("Bank Security Procedure"). The Customer has declined to use the Bank Security Procedure.

The Customer has requested Bank to process Transfers transmitted via a dial up connection or value added network (VAN) with only a password and user identification code, which transmission will contain files that have not been authenticated and encrypted using a process interoperable with the Bank security standards (the "Customer Security Procedure") without verifying the authenticity of such Transfers using the Bank Security Procedure or any other security procedure. The Customer agrees to be bound by any Transfer, whether or not authorized, issued in the name of the Customer the authenticity of which Transfer will be verified by Bank using only the Customer Security Procedure.

The Customer agrees to indemnify and hold harmless Bank from and against any and all claims, costs, demands, expenses, liabilities and losses, including reasonable legal fees and expenses, arising from Bank's acting in accordance with the request of the Customer set forth herein and processing Transfers.

All terms used herein but not defined herein shall have the meaning given them in the Service Terms. The Customer ratifies and confirms all the terms and conditions of the Service Terms, except as affected hereby.

THIS INDEMNITY SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE IN WHICH THE APPLICABLE ACCOUNT IS LOCATED, AND APPLICABLE FEDERAL LAWS.

SAMPLE

_____
[Insert the name of the Customer]

By _____
[Signer must be an Authorized Person]

Name _____
[Print the name of the signer]

Title _____
[Insert the title of the signer]

By _____
[Signer must be an Authorized Person]

Name _____
[Print the name of the signer]

Title _____
[Insert the title of the signer]

JPMorgan Chase Bank, N.A.

By _____

Name _____
[Print the name of the signer]

Title _____
[Insert the title of the signer]

JPMorganChase

Treasury & Securities Services Security Administrator Designation Form (SADF) for Large Corporate, Financial Institutions, and Mid-Corp

V 3.1_05_12_09
Revision 5.12.09

Name of Customer:		Address (Street):	
Customer TIN:	Customer ECID: (internal JPMC use only)	Address (City, State, Zip):	
Select Applicable Products:	☐JPMorgan ACCESS ☐ACH File Warehouse ☐Cash Reporting Scheduler	☐eServe ☐Payable Web Service (PWS) ☐Receivables Edge ☐Secure eMail	☐ACH Infodex ☐File Management Services ☐Global Trade Systems ☐Insight/Treasury Workstation ☐Web (ACH) Cash Concentration ☐Web Based Statement Presentation (EBP) ☐Worldwide Security Services

The Customer hereby agrees to be bound by the Service Terms applicable to the above-selected products between the Customer and JPMorgan Chase Bank, N.A. and any of its affiliates and/or subsidiaries, as applicable (the "**Bank**"), the receipt of which is hereby acknowledged. **Instructions:** Please provide the information requested below to designate the Security Administrator(s) for your company. Note: If you elect to use the Single Security Administration Model, you must check off and initial the acknowledgement below.

SECURITY ADMINISTRATORS (USE BLACK INK ONLY)

FOR NEW CUSTOMER IMPLEMENTATIONS OR FOR MODIFICATIONS. IF NO CHECKBOX IS SELECTED, THE NAMED INDIVIDUAL SHALL BE ADDED.

Sec Admin 1 ☐Add ☐Modify ☐Delete	Name:	Phone #:	E-mail:	
	Street Address:		City:	State, Zip:
	Signature:			
☐ Please check box if address is the same as Security Administrator 1				
Sec Admin 2 ☐Add ☐Modify ☐Delete	Name:	Phone #:	E-mail:	
	Street Address:		City:	State, Zip:
	Signature:			

Note: For browser products, if more than one Security Administrator is designated, Security Administrator #1 will be the responsible for receiving SecurID Tokens. It is understood and agreed that each Security Administrator is authorized to receive, exchange and distribute on behalf of the Customer (1) all Security Devices and (2) all other notices, documents and correspondence from the Bank, pursuant to the applicable Service Terms. Upon receipt of notice that setup is complete, the Security Administrators shall be responsible to verify that the requested service has been implemented or modified in accordance with the Customer's request, before allowing use by Customer.

AUTHORIZATION (USE BLACK INK ONLY)

As an authorized officer of the above named company, I hereby certify that I have reviewed the information contained in this document and confirm the accuracy of such information. I have been duly authorized by Customer to execute this Security Administrator Designation Form on behalf of Customer.

Signature(s) of person(s) duly authorized on behalf of the Customer.	Print Name:	Title:	Date:
	Authorized Signature:		
A second signature is required only if Client corporate documentation requires it.	Print Name:	Title:	Date:
	Authorized Signature:		

SAMPLE

SERIAL 10016-ITN

Business Signature Card

V1.7_03_25_10

CHECK ONE:	☐	Signatures for New Account(s)	☐	Additional Signatures for Account(s)	☐	Replace All Signatures on Account(s)	Card __ of __

Client Name/Account Holder: (For Sole Proprietor or Disregarded Entity, indicate the name of the owner.)			
Account Title:			
Address:		**City, State, Zip**	
Account Number(s):		**Telephone Number:**	
		Tax ID Number: (For Sole Proprietor or Disregarded Entity, indicate TIN of owner.)	

INSTRUCTIONS: Use **BLACK** OR **BLUE** ink. Place the **Manual or Facsimile signature** within the box boundaries only. **Do Not** overlap signatures. Indicate if the signature is Manual or a Facsimile in the "PRINT NAME" box. When providing a Facsimile Signature, provide a Manual Signature too. For your security, cross out all unused signature boxes before signing the signature card below.

PRINT NAME	TITLE	SIGNATURE
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	**TITLE**	**SIGNATURE**
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	**TITLE**	**SIGNATURE**
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	**TITLE**	**SIGNATURE**
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	

The undersigned, an authorized representative of the Account Holder, certifies that he/she has reviewed the information contained in this Signature Card, the Certificate Regarding Accounts, and/or any other account authorization document, and finds it accurate on this date. The Account Holder has received and agrees to be bound by the terms and conditions governing the operation of accounts and services provided by JPMorgan Chase Bank, National Association, ("the Bank"), including the Account Terms and Service Terms, as they may be amended or supplemented from time to time.

The undersigned is authorized to certify the names, titles, and signatures of authorized signers on this/these account(s) pursuant to the Certificate Regarding Accounts or, if applicable, another account authorization document (e.g., a corporate resolution, partnership letter & security agreement, or a limited liability company letter & security agreement). The undersigned certifies that the (No.) signatures presented on these pages are the signatures of persons authorized to sign and otherwise act on behalf of the Account Holder with respect to the account and banking transactions or services. The Bank is entitled to rely on the authority of the named person(s) until the Bank receives written revocation of such authority.

Tax ID Number Certification – Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (as defined in the IRS Form W-9 instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. See the IRS Form W-9 instructions for additional information.

☐ **The Account Holder is a nonresident alien or foreign entity, and therefore the certification above does not apply. The Account Holder's foreign status has been certified to the Bank on the appropriate Form W-8.**

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Authorized Signature:	Title:	Date:
Authorized Signature:	Title:	Date:

INTERNAL USE ONLY THE ABOVE INFORMATION AND SIGNATURE(S) WERE VERIFIED BY:

Print Name: Initials: Dept. No./Br. No.:

Completion Date: Entity Type:Select Entity Type

Client Name/Account Holder:			
Account Title:		Tax ID Number:	Card __ of __
Account Number(s):		Telephone Number:	Date: 8/11/2010

ADDITIONAL SIGNATURES

PRINT NAME	TITLE	SIGNATURE
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
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PRINT NAME	TITLE	SIGNATURE
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	
PRINT NAME	TITLE	SIGNATURE
☐Manual ☐Facsimile		
E-MAIL ADDRESS	PHONE NUMBER	

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

V1.2_02_19_10

☐ Check if below signatures are applicable to a Lender or Secured Party of a Multi-Party Blocked Agreement

The undersigned certifies that: I am an authorized official of (Lender/Secured Party), and that the persons named below are presently holding the offices set forth opposite their respective signatures below; and each such signature is his or her genuine signature; and each are authorized to act on behalf of the Lender/Secured Party.

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

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

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

By: _____
Signature

_____
Print Name

_____
Title

By: _____
Signature

_____
Print Name

_____
Title

Maricopa County Employees
YOUR PAYDAY
JUST GOT EVEN
BETTER.
CHASE AT WORK
CHASE

We've designed a powerful program that will help you better manage your payroll, while helping your employees bank conveniently and receive great discounts — all at no cost to you.

Company Benefits:

- Provide your employees a program that delivers complete financial solutions:
  - At your workplace
  - At the branch
  - At no cost to you
- Decrease your payroll costs by increasing direct deposit participation.

Employee Benefits:

- Receive better rates, more rewards and bigger discounts in one convenient banking package as a Chase checking customer.
- Receive financial education on key topics (i.e., identity theft, credit and debt management, mortgages, investments and more) in a group or one-on-one setting with a Chase representative.

CHASE

As a leading global financial services provider, we offer strength and stability to both you and your employees.

JPMorgan Chase

- Total assets: $2.175 trillion
- Total deposits: $1.0 trillion
- Consumer loans:[1] $378 billion
- More than 5,000 Chase and WaMu branches and 14,000 Chase ATMs nationwide

Retail Financial Services

- #3 in deposits[2]
- #2 home equity originations[3]
- #3 mortgage originations and servicing[4]

Card Services

- #1 U.S. credit card issuer (by outstandings)[5]

Commercial Banking

- Top 3 in large middle-market, traditional middle-market and asset based lending. [6]

Treasury

- #1 in U.S. dollar treasury clearing and commercial payments[7]

1. Loans include prime mortgage loans originated with the intent to sell, which were accounted for at fair value.
2. Source: SNL Corporation; market share data as of June, 2008, updated for subsequent acquisitions for all banks through January 2009. Includes deposits in domestic offices (50 states and D.C.), Puerto Rico and U.S. Territories only and non-retail branches are not included
3. Source: Inside Mortgage Finance, 3Q08
4. Source: Inside Mortgage Finance, 4Q08
5. IMF data as of September 30, 2008
6. Loan Pricing Corporation, FY08
7. AsianInvestor, Global Pensions, Inter-national Custody and Fund Administration, The Asset

CHASE

Direct Deposit offers substantial benefits for both you and your employees—from cost savings to increased operational efficiencies.

Company Benefits:

- Fast, convenient and cost-effective way to deposit your employees' paychecks
- Eliminates manual check preparation, which can reduce administration costs
- Increased employee productivity due to employees spending less time away from work to cash or deposit payroll check

Employee Benefits:

- No cost to employees
- No delays associated with direct deposit
- No waiting in lines and no need to come into work on days off to pick up their paycheck

CHASE

Chase checking accounts and packages come with features that make banking convenient and easy.

CHASE CHECKING™	CHASE BETTER BANKING® CHECKING	CHASE PREMIER CHECKING™	CHASE PREMIER PLATINUM CHECKING™
NO SERVICE FEE · With monthly direct deposit or 5 or more debit card purchases each statement period · Otherwise, $5 monthly fee	NO SERVICE FEE · With $5,000 or more in combined average balance in qualifying deposits/loans/credit cards/investments[1] or · A $1,500 minimum daily balance in your checking account · Otherwise, $12 monthly fee PLUS: NO FEES ON · Money Orders · Travelers Checks · Official Checks	NO SERVICE FEE · With $15,000 or more in combined average balance in qualifying deposits/loans/credit cards/investments[1] · Otherwise, $20 monthly fee PLUS: NO FEES ON · 6 non-Chase ATM withdrawals per month[2] · Standard Checks · Money Orders · Travelers Checks · Official Checks	NO SERVICE FEE · With $75,000 or more in combined average balance in qualifying deposits/investments[1] · Otherwise, $25 monthly fee PLUS: NO FEES ON · All non-Chase ATM withdrawals[2] · Standard Checks · Overdraft Protection Transfers · Stop Payments · Money Orders · Travelers Checks · Official Checks
NO SERVICE FEE CHASE SAVINGS™ with a $300 balance HIGHER CD RATES	NO SERVICE FEE[1] CHASE MONEY MARKET SAVINGS™ HIGHER CD RATES	NO SERVICE FEE[1] CHASE PLUS SAVINGS™ HIGHER CD RATES	NO SERVICE FEE[1] CHASE PLUS SAVINGS™ HIGHER CD RATES

ALSO AVAILABLE:
Chase Access Checking™, a checking account designed to help re-establish financial credibility for those individuals who have had previous credit problems and are not eligible for other checking accounts. With Access Checking, there is no minimum balance requirement, and the monthly service fee is only $10 a month. A Chase representative can provide further details and important account limitations.

FDIC Important: The content of this page is informational only. See the Account Rules and Regulations booklet and the Deposit Disclosure for the terms and conditions associated with these products. Deposit products provided by JPMorgan Chase Bank, N.A. Member FDIC.

1. Balances and investments in Chase Money Purchase Pension and Profit Sharing plans do not qualify. 2. Account must be linked to the checking account for no monthly service fee, may also include other account types with no monthly service fees when linked to the checking account. 3. ATM owner may assess a fee.

DEPOSITS PROVIDED BY JPMORGAN CHASE BANK, N.A. ARE:				
NOT A DEPOSIT	NOT FDIC INSURED	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY	NOT GUARANTEED BY THE BANK	MAY LOSE VALUE

*Securities (including mutual funds and variable annuities) and investment advisory services are offered through Chase Investment Services Corp. (CISC) or affiliated brokerage firms. Annuities and insurance products are provided by various insurance companies and offered through Chase Insurance Agency, Inc. (CIA), a licensed insurance agency, doing business as Chase Insurance Agency Services, Inc. in Florida. CISC, a member of FINRA/SIPC, and CIA are affiliates of JPMorgan Chase Bank, N.A. Products not available in all states.

CHASE

Our checking accounts offer these convenient features and services.

FREE!
Direct Deposit
Safe, fast access to your money

FREE!
Online Banking and Bill Pay
Anytime, anywhere at Chase.com

FREE!
Chase Mobile℠[1] and Account Alerts
Stay on top of your balance

FREE!
Nationwide Access
More than 4,000 Chase branches and 14,000 Chase ATMs

MORE REWARDS!
Chase Debit Card
Safer than cash, more convenient than checks, earn rewards

MORE REWARDS!
Chase Credit Cards[2]
Pick the card that is totally you

Overdraft Protection Options[3]
Peace of mind knowing you're covered

These offers and rewards are available for Chase checking customers.

TAKE ADVANTAGE OF THESE EXCLUSIVE OFFERS!

	ALL CHECKING ACCOUNTS have these benefits	Save more CHASE PREMIER CHECKING℠	Save even more CHASE PREMIER PLATINUM CHECKING℠
Chase Debit Card	Free debit card rewards program Enroll at chase.com/extras		
Chase Freedom℠ Credit Card[2]	Get 10% extra points on every dollar spent, plus 10 bonus points on every purchase		
Slate℠ Credit Card[2]	1 month interest back		
Certificates of Deposit	Higher interest rates		
Business Checking		Free BusinessClassic℠ Checking℠	
Mortgages[4]	1% Mortgage Cash Back℠		
Home Equity Loans[5]	.25% off		
Home Equity Lines of Credit[6]	.25% off	.25% off and No annual fee	.50% off and No annual fee
Auto Loans[7]	.25% off	.50% off	.50% off
Investments[8]	Complimentary portfolio review; IRA annual fee waived[9]		

See important information regarding these offers and services on page 10.

CHASE

Nationwide presence of more than 5,000 Chase and WaMu branches and 14,000 Chase ATMs.

CHASE

Delivering the Chase At Work program at your workplace starts with on-site presentations.

- On-site presentations can take three different forms, tailored and scheduled to meet your needs:
  - Regular company-scheduled employee meetings
  - New hire orientations
  - Tabletop presentations in high-traffic areas
- We take care of everything from the initial presentation to working directly with all employees to determine their needs and offer solutions.
- Once your Chase At Work program is in place, our sales force is committed to ensuring complete coverage of employees working all schedules and shifts.
- We provide you with feedback on the success of each on-site presentation.

CHASE

Restrictions and limitations apply. Rates, program terms and conditions are subject to change daily without notice. Offers may require a new or existing Chase personal checking account and that the correct corresponding checking account be maintained at Chase in order to maintain the discount. Some discounts will no longer apply if, at any time, the checking account is closed. Offers may not be able to be combined with any other promotional offer or program, are not transferable and are not available in all states.

1. There is no charge from Chase; however, standard text messaging and other rates from your wireless provider apply.

2. Subject to credit approval. Chase cards are issued by Chase Bank USA, N.A.

3. Overdraft Protection may be subject to credit approval. Fees apply.

4. You will earn 1 base point for each $1 of net purchases. You will earn an additional 1 point for each $1 of eligible airfare net purchases made online through the program booking tool. As a Chase checking customer, you will also earn 1 bonus point for each $10 of Net Purchases (which equates to 10% of base points earned), and an additional 10 bonus points for each individual net purchase. To participate in this program for checking customers, the primary cardmember must be the sole owner or a joint owner of an open Chase checking account. Customers who do not have an open Chase checking account will automatically be converted together with all unredeemed rewards to the Chase Freedom rewards program, which does not earn the bonus points described above. You do not earn points on balance transfers, cash advances, cash-like charges such as travelers checks, foreign currency, and money orders, any checks that are used to access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind, including fees for products that protect or insure the balances of your account. There is no maximum amount of points that can be earned. A service fee of up to $20 per ticket may be charged for the use of our toll-free number to book

or change airline itineraries. Redemptions made online do not have a service fee. See Rewards Program Rules and Regulations, which will be mailed after your account is established.

5. Subject to credit approval. Once you enroll in AutoPay to have this Chase credit card paid from a Chase checking account, and you remain enrolled for 12 months, you will be eligible for this bonus offer. Each year, we will refund the interest you paid on the billing statement that includes the first day of your Enrollment Month. ("Enrollment Month" is the month in which you first enroll in AutoPay.) After qualifying, please allow 4–6 weeks from your Enrollment Month each year for your refund to post to your Chase checking account. To be eligible for this bonus offer, your credit card account must be open and not in default at the time of fulfillment, and you must have an open Chase checking account.

6. The patent pending 1% Mortgage Cash BackSM program available in AZ, CA, CO, CT, GA, IL, KY, NJ, NY, NV, OH, OK, OR, TX, UT, WA, WV, WI. Also available in FL, ID, IN, LA, MI however certain geographic restrictions apply in these areas. Offer available on new Chase first mortgage purchase and refinance applications submitted on or after 8/1/09. A cash back award based on 1% of one month's scheduled monthly principal and interest (P&I) payment of the new mortgage will be calculated and totaled over a 12-month period. The 1% cash back calculation applies to scheduled principal and interest payments only and does not apply to additional principal payments made by borrower or to payments for escrowed items such as taxes and insurance. At discretion of borrower at enrollment, the sum will be awarded via direct deposit into a Chase checking account or applied to the outstanding principal balance on or about each anniversary date of the loan origination. A new or existing Chase or WaMu personal checking account is required along with enrollment in Chase's automatic mortgage payment service where the mortgage payment will be automatically deducted from the Chase or WaMu checking account. Visit us at **www.chase.com/MortgageCashBack** for full program details. Subject to credit and property approval. Rates, program terms and conditions subject to change without notice. Not all products available in all states or for all loan amounts. Other restrictions and limitations apply. The program may be discontinued at any time without notice. The 1% Mortgage Cash Back may result in taxable income to you, the borrower. We encourage you to consult with your personal tax advisor.

7. Subject to credit and property approval by JPMorgan Chase Bank, N.A. A rate discount of 0.25% is offered when you enroll and for as long as you continue to have your monthly loan payment automatically deducted from a Chase deposit account. If any automatic payment is not made due to insufficient funds in your account, or for any other reason, the applicable discount no longer applies.

8. The Home Equity Line of Credit rate discount offer is subject to credit and property approval by JPMorgan Chase Bank, N.A. and is available for new home equity lines secured by AZ, CA, CO, CT, FL, GA, ID, IL, IN, KY, LA, MI, NJ, NV, NY, OH, OK, OR, TX, UT, WA, WI or WV collateral. Advertised rates include a 0.25% rate discount that is available for customers who open a new, or have an existing, Chase personal checking account. An additional 0.25% rate discount is available for customers who open a new, or have an existing, Chase Premier Platinum Checking personal account. Refer to the branch rate board for current rates and additional disclaimers. The no annual fee offer requires a new or existing Chase Premier or Premier Platinum Checking personal account. A borrower who does not qualify for the no annual fee offer is responsible for a $50 annual fee after the first year, except for TX Homestead properties.

9. Subject to credit approval by JPMorgan Chase Bank, N.A. Additional terms and conditions apply. A rate discount of 0.25% off the standard product rates is offered on new auto loans when you enroll and for as long as you continue to have your monthly loan payment automatically deducted from a Chase deposit account. An additional rate discount of 0.25% is available for customers who open a new, or have an existing, Chase Premier Checking or Chase Premier Platinum Checking account.

10. Continuing service fee waiver available as long as the Chase Premier Checking or Chase Premier Platinum Checking account remains open and linked.

11. The annual fee waiver applies separately to each Chase Traditional IRA, Traditional Rollover IRA, Roth IRA, Roth Conversion IRA, SEP or SARSEP ("IRA") plan you own as long as one of the following applies to such plan as of April 30 (or last business day in April): you maintain a Chase checking account in the same market as your IRA; a contribution of $1,000 or more is made to the IRA during the last 12 months ending April 30 (or last business day in April); you are a Traditional IRA, Traditional Rollover IRA, SEP or SARSEP participant age 70 1/2 or older and are subject to taking Required Minimum Distributions from your plan; or the balance in the IRA is $10,000 or more (including deposits and investments).

* Securities and investment advisory services are offered through **Chase Investment Services Corp. (CISC)**. CISC, a member of FINRA and SIPC, is an affiliate of JPMorgan Chase Bank, N.A.

INVESTMENT PRODUCTS:
NOT FDIC INSURED - NO BANK GUARANTEE - MAY LOSE VALUE

Deposit products provided by JPMorgan Chase Bank, N.A. Member FDIC
© 2009 JPMorgan Chase & Co.

CHASE

Thank you for the opportunity to discuss
our banking solutions.

Angel R. Garcia
angel.r.garcia@chase.com

CHASE

EXHIBIT B1
ADDITIONAL RESPONSES:

EXHIBIT B1 – CONSOLIDATED RESPONSE TO ITN QUESTIONS:

SEPTEMBER 13, 2010

SEPTEMBER 24, 2010

OCTOBER 15, 2010

OCTOBER 29, 2010

JPMORGAN CHASE BANK

(September 13, 2010 Presentation)

SECTION 2.3.12

COUNTY?: JP Morgan to demonstrate/discuss Payables Web Services (PWS).

A module under J.P. Morgan ACCESS (our web based portal), Payables Web Services (PWS) is a comprehensive, easy-to-use online solution for managing disbursement activities to assist the County in minimizing risk and streamlining its account reconciliation processes. Features include Check Services (inquiry, stops, and image retrieval under a seven year archive), Account Reconciliation Input and Output, fraud prevention through Positive Pay exception decisioning, ACH transaction review, as well as Check Print services. At the Treasurer's discretion, Check Print services would allow County entities to transmit a file via the web (PWS) to the Bank for check printing and mailing from our secure centralized site. By doing so, this would automatically create an issue file which would enable the entity to subscribe to Full Positive Pay.

Please see the Appendix for PWS screen samples. Additionally, we will be pleased to provide a complete demonstration of ACCESS and the PWS system during the County's site visit to J.P. Morgan Chase on September 28. An online webinar for participants from remote locations can also be provided if desired.

SECTION 2.3.1

COUNTY ?: ***How can the bank correct positive pay files that are sent with erroneous information so all warrants are exception? How can the bank insure that the most accurate information is on file?***

The County will receive an electronic acknowledgement once the file is processed. For balance authentication purposes, the file will indicate what was received in dollars and number of items.

Our automated transmission facility will review all incoming files for correct formatting and map to the last ten files received to identify duplicate files already processed by the Bank.

If the County is aware that a file with erroneous data has been sent, the Bank should be notified as quickly as possible in order for us to work with our Reconciliation team to resolve the problem. Depending on the timing, we may be able to delete the file and accept a corrected transmission. In a case where certain items on the file are in error, the County would be able to utilize Payables Web Services to make the proper payment decision on those items.

The Bank would not be able to determine if the County's data is accurate unless the County is utilizing the Bank for Check Print services, in which case an issue file is automatically created and verified against the check print file which was transmitted to the Bank.

Please refer also to the Positive Pay Overview information discussed in the latter part of this document in Response to Maricopa County's Questions for the September 28, 2010 session.

SECTION 2.3.1

COUNTY ?: ***Please explain the difference between a warrant and a check and how the County would be liable for fraudulent warrants?***

From a clearing and processing standpoint, both warrants and checks (which contain MICR line data) are treated the same way in a high speed clearing environment and warrants are viewed as checks.

Under the Uniform Commercial Code, liability for fraud is determined on a case by case basis and emphasizes that financial institutions and account holders have an equal obligation to take reasonable steps for fraud prevention. Our solution for Maricopa County encompasses a variety of services that enables the County to protect its accounts so that you will be viewed as having exercised ordinary care under UCC. Effective fraud prevention would include utilizing either Positive Pay or Reverse Positive Pay.

The County would also be liable for fraudulent warrants in a situation whereby the County requests the Bank to cash checks over-the-counter and a Positive Pay and Payee Name file is not issued.

Should the County desire the Bank to cash items absent an issue file, we would ask for an Indemnity Agreement to be executed, recognizing that without the issue file we have no way to verify the validity of any check / warrant presented.

SECTION 2.3.4.6

COUNTY ?: ***What is the cost for the long term image storage? What is the cost for user access? What is the cost to have images on line access, as compared to the cost to submit the image file to the Treasurer?***

Both image storage and transmission services are priced based on an image capture fee of .005 per item.

Stored images can be viewed on J. P. Morgan's seven year archive with no per user fee.

Transmitted images carry an additional fee of $20. per transmission (with no incremental per item fee). Therefore, in comparing the costs of viewing images on line versus sending an image file to the Treasurer, the difference is $20. per business day.

With the daily image transmission, the County will have access to these images in the PWS archive and would have unlimited access to these items at no additional charge.

SECTION 2.3.8

COUNTY?: The bank will accept the Treasurer's registered warrant system as the final word on school district/county borrowing and payment?

The preferred option for processing unfunded warrants presented to the Bank would be a daily advance on a Revolving Warrant Line of Credit (as provided for in A.R.S #11-601.01) established at the political subdivision level. J.P. Morgan is willing to evaluate and establish individual Revolving Warrant Lines of Credit, subject to A.R.S #11-601.01, to meet the operating needs for each of Maricopa County's political subdivisions. In the event increases in any individual Revolving Warrant Line of Credit may be necessary to facilitate the entity's operational needs, such increase will be processed immediately upon request.

SECTION 2.3.8

COUNTY ?: The bank would not keep tract of the individual credit lines and limits?

Each line of credit established under A.R.S #11-601.01 will have separate and distinct limits established for each political subdivision where a line of credit is requested. Each political subdivision for which a line of credit is requested must meet a reasonable standard of creditworthiness as determined by the Bank. The Bank will keep track of these individual lines/limits.

SECTION 2.3.10

COUNTY ?: Is there no defined calculation for the ECR for verification by the County?

The aggressive ECR program offered the County is not indexed to a publicly available rate. Under this rate program, the rate is reset by the Bank from time to time and at the Bank's discretion based upon current prevailing market conditions. This takes into consideration changes in external market indices as well as the local competitive environment.

If preferred, we do have the capability to offer an ECR tied to an index. Those indexes include Fed Funds, LIBOR or T-Bill.

As the rate history chart in our proposal illustrated (page xi of the Executive Summary), the managed rates reduce volatility risk that would otherwise be realized if your ECR was tied to LIBOR, Fed Funds or T-Bill. In low interest rate environments, bank managed rates tend to be stable and higher than other market rates whereas in higher interest rate environments, bank managed rates tend to also be stable but lower than other market rates. Given that we are in what is expected to be an extended period of lower rates, the Bank managed rate will likely provide an optimal return for the County, over other externally indexed ECR's. Further, our offer includes a floor of 65 basis points over the life of the contract – a level that we are aware from our Freedom of Information Act request to be comparable to what is offered by the current provider.

We will continue to review rates to provide you with the most aggressive rate available.

Should the County wish to have an ECR that is tied to an index, we look forward to negotiating that calculation with you.

SECTION 2.3.11

COUNTY ?: ***The bank accepts the warrant compensation account as an option separate from the negative collected balance fee calculation?***

Yes, the preferred method of covering the negative collected balances associated with a warrant account is to hold a corresponding average monthly positive collected balance.

SECTION 2.3.13.3: ***The Treasurer shall have the ability to transfer funds between all of its accounts electronically.***

ITN RESPONSE: ***As a convenience to move funds between your accounts with J.P. Morgan, the Treasurer will have the ability to use J.P. Morgan ACCESS account transfer module. In real time, the account transfer module will allow you to move U.S. dollars quickly and easily between domestic U.S. same-state accounts.***

ITN RESPONSE: ***If the Clerk opts to send issue files via direct transmission, we recommend reviewing the transmission specifications provided in Appendix 9.***

COUNTY ?: ***Unable to locate appendix 9; please assist, as this is of vital importance.***

Appendix 9 (ARP Standard Input and Output Specifications) is included for your review.

COUNTY ?: ***Currently reporting capability is limited; the Clerk's office is interested in understanding details of reporting options.***

ITN RESPONSE: ***Using ULIDs (Unique Location ID's) deposits and other activities are reported to the Clerk by location. For cash and check deposits, the ULID value may be pre-encoded on deposit tickets. (Also see our response to 4.6 for more information on ULIDs.)***

COUNTY ?: ***The Clerk's office prefers to sort this information directly, and does not want to be confined to reporting by ULID; is this an option?***

Yes. Transactional data may be downloaded from our ACCESS web portal in comma separated value (CSV) format and sorted and indexed as needed. BAI Version 2 and SWIFT MT940 data formats are also available for no additional cost.

J.P. Morgan offers a wide variety of reporting options across all product sets and would be happy to consult with the Clerk further to accommodate its specific reporting requirements.

SECTION 3.0

COUNTY ?: ***Chase states that for ACH transactions, a second authorized County employee must release ACH transactions on JPM Access. This may not be feasible given the urgency of the transaction and/or availability of a second employee to approve the transaction. Please state if a single user can initiate and release an ACH transaction.***

Because this poses internal control risks, and organizations are experiencing increased incidents of loss at an alarming rate, we strongly discourage this practice and presently are not supporting single users with this level of authority.

SECTION 4.6

COUNTY ?: ***On deposit slips, does the bank have two optional fields, one for the sequence number and the other for the ULID, or is there only one field to be used as a sequence number or a ULID?***

We provide one field on a MICR document called the auxiliary on-us field that appears to the left of the routing-transit number field, which is used to pass location number and transaction sequence information. Most organizations will prefix the sequence number with the specific location ID.

SECTION 4.7

COUNTY ?: ***Please describe in detail the branch payment procedures. Please also indicate if a coupon is required for payment.***

With government entities facing continued financial pressure, many larger municipal and county public sector clients are seeking additional payment collection channels that will provide their constituents with additional payment options without requiring additional agency resources and investment.

Our targeted solution is to truncate the tax payment at the teller line. The high level workflow would be as follows:

- Payment will be presented at the teller window
- Teller will scan the coupon and check
- Retail Platform will create end-of-day data and image files
- Files will be sent to Lockbox "Receivables Edge" imaging service for delivery of data/images
- Data and image files will be sent to Maricopa County daily

We would work collaboratively with you to standardize the coupon and the workflow.

On an interim basis, we would transport tax payments collected in the branches to our lockbox site for processing. Data and images from branch payments would be daily by lockbox. Data and images for these transactions would be included in the daily file transmissions. Based upon our recommended process, we currently envision a coupon being required for payment.

SECTION 4.8

COUNTY?: ***Please discuss in detail the Electronic Lockbox?***

Electronic Lockbox ("ACH Receiver Services") refers to J.P. Morgan's aggregation service for incoming electronic payments made via online payment/banking portals and/or originated via a corporate payment originator. Today about 32% of the US households have subscribed to electronic bill payment services and this number is expected to increase substantially over the next few years.

J.P. Morgan applies validation criteria to capture the data after working with the payment providers, aggregates the data, enabling Maricopa County to make corrections online via a secure portal if needed, and enables J.P. Morgan to provide a payment file of these items, and settle in a lump-sum amount each day to Maricopa County's account(s).

The advantages of using our Electronic Lockbox are:

- Provides consolidated, straight-through processing of consumer, business or federal government payments
- Accelerates funds availability by reducing mail, processing and check clearing float

- Improves the receipt of accurate remittance and customer account number data by using upfront 'edits' to improve data validation capabilities and expedite exception handling
- Integrates remittances for multiple business units and affiliates
- Deposits transactions into separate bank accounts
- Accepts different ACH and bill-pay transaction types
- Reduces the number of deposited items

How it works:

1. The County mails the consumer a bill or invoice through the U.S. Postal Service and/or delivers an electronic statement online.
2. Consumers initiate a bill payment through their payment originator via internet, or home banking.
3. The Bank receives payment data and funding from the various payment networks and consolidates the information into the ACH Receiver Services system.
   Some of the various payment networks are listed below:
   - Visa ePay
   - MasterCard Remote Payment, Presentment Services (RPPS)
   - Bill payment service providers such as Chase.com, Checkfree, Metavante, IPP and ORCC (Princeton eCom)
4. Remittance data is formatted into the Bank's standard A/R format (NACHA PPD, NACHA CIE or 132 bit human readable) or your pre-defined proprietary format.
5. Upon receipt of the bill pay file, the biller posts the payments to their billing system through a direct transmission.
6. The Bank credits the funds to the County's account on the same day the remittance data is delivered.

Transaction Classification:

These ACH transactions fall under the Customer Initiated Entries (CIE) Standard Entry Code (SEC)

Expected Number of Checks converted to CIE transactions
Since Chase works closely with several bill-pay originators and aggregators, we assume that 80% to 90% of checks will be converted to CIE electronic payments.

Implementation Process

Implementations take approximately 4-6 weeks, depending upon transmission requirements and testing. Our implementation group will reach out to the top network payers and request that any check entered into their system be electronically routed to the J.P. Morgan Chase ABA Number. The Bank will provide the payers specific instructions on how to process that payment. We will implement up to seven payers and partner closely with you to reach out to other bill-pay groups to further electronify these transactions if needed. As stated above, since the Bank works closely with several bill-pay originators and aggregators, we assume that 80% to 90% of checks will be converted to CIE electronic payments.

Returns

If you are unable to post an item, it may be returned. Most organizations return items within a 24-48 hour period. 180 days of online history is also supported for these payments and the addenda.

SECTION 4.10

COUNTY ?: ***Please explain in more detail the types of information that is available for ACH payments that are received from an outside entity that may not be identified by the Treasurer. How***

would we be notified of the payment? That would include the file format of the document we would receive and the description of the individual fields.

J.P. Morgan ACCESS, the online balance reporting tool that the County would utilize, provides the ACH payment detail the County would expect in order to identify ACH payments received.

As discussed in Section 4.8, ACH Receiver Services can accommodate consumer, government, and business payments received through the ACH network. As noted above, you will receive a consolidated remittance file in either a NACHA, BAI2, CIE, CTX, PPD, EDI 820, CCD, CCD+, and other proprietary formats. Incoming ACH items are marked by the originator for deposit in the J.P. Morgan account, with accompanying addenda detail provided as specified by the County.

Additionally, corporate ACH payments that are not originated via PC Banking or online bill pay channels would be reported via our ReceiptStream service. ReceiptStream is a comprehensive receivables processing service that consolidates remittance data from incoming payments into a single transmission, providing:

- Improved accounts receivable and remittance processing operations by including all receivables detail in a format meeting your specific needs
- Receipt of varied types of payment-related information, from electronic and lockbox. The various types of payments received are consolidated, translated and delivered on a current-day basis.

Delivery Method

ReceiptStream offers a variety of transmission protocols:

Direct Transmission -
Offering ANSI ASC X12 820, 823, 835, BAI2, NACHA and customized formats, ReceiptStream Direct Transmission can send payment and remittance detail in separate transmissions, combined or merged with lockbox data. This process allows your accounts receivable system to automatically apply the data. You also have the option of receiving this information through a VAN (Value Added Network) or third-party processor.

Electronic Lockbox (ACH Receiver Services) transactions may be sent to Receipstream and combined into a single remittance file.

Electronic Reporting Platforms -

J.P. Morgan ACCESS

Our web based tool provides a variety of reporting detail, including human readable reports that can be downloaded directly from ACCESS, if desired.

Using the reports, you can select formatted summary reporting for payment-level information and detail reporting for invoice-level information. Multiple accounts can be reported on one report. A data download in ANSI ASC X12 820, version 4010 is also available. The data presented is the current-day information available when advising is completed. Any subsequent payments are reported on the next business day, reflecting the proper posting date.

Electronic Advising: E-mail
Payment and remittance detail can be delivered via e-mail using the Detail Report option or the ANSI ASC X12 820 data download. A 128-bit encryption process provides security. You will receive an e-mail notification that your EDI report is available. The e-mail notification also includes a link to a secure-pull Web site where you are required to enter a unique pass phrase. Once verified, you can view your EDI report in a .txt (text) format. The EDI reports are available for 14 calendar days, can be saved on your PC, or printed. A separate report is required for each account reported. Each report is delivered to one e-mail address. The data presented is the

current-day information available when advising is completed. Any subsequent payments are reported on the next business day, reflecting the proper posting date.

SECTION 5.2

COUNTY ?: ***Please detail Chase's availability schedule.***

As a top tier client, we are offering the County our Accelerated Schedule. With J.P. Morgan having the largest deposit market share in Arizona (presently 23.5%), the County will receive immediate credit for that portion of its deposits that are drawn on us. Most clearings will be collected on a next day basis. Combined with our state-of-art expedited lockbox processing services, the County can expect to gain maximum availability of its funds through the utilization of J.P. Morgan's sophisticated clearings network.

SECTION 10.2

COUNTY ?: ***What are the specific costs to the county and the employees for the Chase Payroll card?***

J.P. Morgan presently provides Payroll Card services for Maricopa County at no cost to the County. We apologize for the oversight in omitting the pricing from Appendix 7. The pricing schedule is attached herein. Please note that the Bank fully abides by governing law which dictates any fees that may be assessed. Employees are not charged for the first ATM transaction per pay period, or for the first over the counter withdrawal at a Visa branded bank. Certain fees apply after the first draw, as indicated on the attached fee schedule. Please note that with the largest ATM network in the nation, the County's employees have convenient access to their cash without incurring ATM surcharges whenever a J.P. Morgan ATM or affiliate ATM is utilized.

SECTION 12.4

COUNTY ?: ***JP Morgan to demonstrate/discuss Virtual Remit Workflow.***

As discussed in Section 12.4, J.P. Morgan's Virtual Remit solution utilizes Web-enabled imaging technology to create a new lockbox remote capture capability that will enable the Treasurer to capture and transmit remittance data and images directly from your desktop into our image based lockbox environment with a single scanning device that accepts U.S.-denominated checks, coupons, envelopes and full-size documents.

We have included a workflow diagram in the presentation deck for your benefit and look forward to a live demonstration of the service during the site tour presentation.

SECTION 12.8.2.14: ***The bank shall provide a "primary" interest bearing account for the Clerk of the Superior Court Escrow account. This account will be used for individual court deposits that are ordered by the court to be held in an interest bearing account. The Clerk of the Superior Court will have the ability to add "groups" to this primary account and "sub-accounts" within the each group as necessary. Each deposit will have a unique identification number (generally the cause number) which shall appear in all bank statements.***

ITN RESPONSE: ***J.P. Morgan can accommodate this requirement.***

COUNTY ?: ***The escrow accounts for the Clerk's office manage $40M in assets; it is vitally important to understand the details of how these accounts will be set up and operate. For instance, how many withdrawals are allowed in a period; will transactions be "trackable" within the bank's online tool; what interest rates apply to the balances?***

J.P. Morgan Chase offers a variety of investment alternatives for escrow balances including Money Market Demand Accounts (aka MMDA or High Yield Savings), overnight sweep accounts, and money market mutual funds. All of these types of investments can provide transaction reporting through the Bank's online web portal J.P. Morgan ACCESS. Only the MMDA (aka High Yield Savings) has a monthly withdrawal limit of six.

The Bank also offers full escrow management, tracking and reporting services beyond the various investment alternatives and standard information reporting services. Our Escrow Investment overview is attached, which provides additional information and sample pricing for these services.

COIN DEPOSITS (Section 12.8.4.1)

ITN RESPONSE: ***We accept loose and rolled coin for deposit at vault, banking center and night drop locations. Regular deposits can contain up to $10 in coin. We prefer that larger coin deposits (greater than $10) go to our corporate vaults using the plastic bags specifically made to accommodate large coin deposits. The bags should weigh less than 50 pounds.***

COUNTY ?: ***The Clerk's office is unable to sort loose coin; will the bank accept loose coin in bags that weigh less than 50 lbs, or only rolled coin in these quantities. The pricing was difficult to compare against competitors; can you be more specific about the pricing for rolled vs. loose in larger quantities, and the price points?***

Yes, the Bank is pleased to accept loose coin in disposable plastic coin bags as a standard practice. Each mixed bag of coin will be charged at $3.00. Rolled coin deposits are charged at $0.20 per roll. Standard "fed ready" weighable bags of coin are $1.per bag.

SECTION 12.8.8.5 ***Via use of telephone initiated transfer***

ITN RESPONSE: ***J.P. Morgan will process payments received by the Clerk via telephone initiated transfer.***

COUNTY ?: ***This is a very vague statement; we would like more specific information about the cutoff times, required authorizations, dollar limits, and the process for initiating telephone transfers, etc.***

Through a recent ITN issue, the County indicated its plans to receive telephone payments via an IVR vendor. J.P. Morgan Chase is able to accommodate telephone initiated transfer deposits for credit to the Clerk's account(s) via its vendor partner. Same day ledger credit cut-off time for the County's account(s) would be 4 p.m. Actual timing of the credited deposits would be dependent upon the vendor's internal processing cut-off times and overall operation.

If desired, J.P. Morgan can also accommodate the County's requirements for bill collection to fully offer our long standing "Pay Connexion" service, which was originally designed for the Federal Government for consumer tax payments. Pay Connexion accommodates all types of payments, including telephone (IVR), Customer Service Representative, ACH, Credit Card, and web.

The Following are Responses to Positive Pay Questions (delivered to Maricopa County September 24, 2010)

Maricopa County's Request:

"We would also like you to provide a written confirmation of your firm's concept and process for "positive pay" as you see it applied to Maricopa County and any of the other governmental entity's being serviced by the Treasurer. Also, we would like to know what are some of the best practices in this area in use in other Arizona counties. Also, please provide best practices from other large U.S. Counties, even though these other entities may not be subject to the same statute requirements as Arizona counties."

JPMorgan Chase – Positive Pay Concept Overview:

Recognizing that both the Arizona UCC and Arizona Revised Statutes pertaining to warrants have certain applicability to the warrants created and issued by the County and its related governmental entities, the rights and obligations between Maricopa County and the Bank with regard to the processing and clearing of warrants will be based upon the contractual terms we negotiate with each other.

The Bank has standard service terms for Treasury Service clients for its specific product offerings. Shown below for the County's review is our "Positive Pay, Reverse Positive Pay, and Payee Verification Service Terms" document outlining these contractual terms.

In view of the fact that check fraud remains prevalent, the Bank and its clients should proactively protect accounts by utilizing available fraud prevention tools. The primary tools that have proven highly effective in the upfront prevention of fraud are Positive Pay with Payee Verification, and Reverse Positive Pay services, as described in our proposal. Using these services will help eliminate losses due to fraudulent warrants.

Positive Pay services give the Bank the opportunity to match the warrants being presented for payment with the County's warrant issuance file and to send items not on record to the County as an exception for pay or return decisions (see detailed Positive Pay Process below). In addition to the Positive Pay services we offer, we are willing to assist Maricopa County in additional ways. For example, in situations where the County authorized a warrant to be paid and then later determines that the warrant should not have been paid, and the warrant had been deposited at the Bank, the Bank can offer the following assistance:

Should the County make a claim to the Bank after the County authorized the warrant to be paid, the Bank can agree to debit accounts that are held with us in order to assist the County in collecting on its loss, and the following criteria would apply:

(a) The County would provide an affidavit to the Bank that a warrant was not authorized,
(b) The affidavit would need to be provided within 90 days of payment,
(c) The warrant had been deposited at the Bank, and
(d) There are sufficient funds in the Bank's deposit customer's account at the time of charge-back to cover the amount of the warrant.

As a fraud protection best practice, we recommend that the County utilize Positive Pay with Payee Verification for all of its accounts, as described further below. The Bank is also offering solutions that will assist County entities in automatically providing issue files via our Check Print Service web technology. Our primary goal is to partner closely with Maricopa County to utilize the best means that we can mutually agree upon for fraud prevention.

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Positive Pay Services - Process

J.P. Morgan proactively develops and enhances prevention tools to reduce the risk of loss due to fraudulent activity. We work closely with you to provide up-to-date security features in a controlled environment, using sophisticated technology to provide a multi-thread approach to fraud detection.

With Positive Pay, the County sends warrant/check issuance information to the Bank and the Bank compares items being presented for payment against this information. With Reverse Positive Pay, the Bank sends the County information on items being presented for payment and the County does its own comparison. In conjunction with standard Positive Pay, Payee Verification is an enhanced feature whereby the County would provide payee name information for the Bank to compare against the payee names on items being presented.

If the County can provide warrant issue files to the Bank, as stated above, we recommend using our Positive Pay with Payee Name service. If the County prefers to use Reverse Positive Pay, we would still recommend an issue file be sent to the Teller Platform, which will allow for issue validation at the teller line. Absent an issue file, should the County require the Bank to cash checks/warrants at the teller line, the County would need to agree to assume the risk of loss if a cashed warrant was later determined to be invalid.

- ***Issue File Delivery***

Daily warrant/check issue files ("activity") can be simply and flexibly supplied to J.P. Morgan either via file transmission, online upload to Payables Web Service (PWS), or manual key entry into PWS.

If the County prefers to send check issue files to the Bank via direct transmission, please see the attached File format specifications (included in our booklet on September 13) for your reference.

Additions, deletions, or corrections to issue data can be supplied to J.P. Morgan via file transmission, uploaded to PWS, or manually keyed into PWS.

- ***Positive Pay Services and Exception Decision Process***

PWS will enable the County to use the Internet to review digital images of all exception items and instruct J.P. Morgan to pay or return each item from a single screen. Payee name exceptions are conveniently delivered along with all other types of exceptions so the County can easily employ the most up-to-date fraud protection services. E-mail alert offers a convenient method for notification that exceptions are available for review.

With Payables Web Services (PWS) Positive Pay, each day the County issues warrants/checks, it also provides the Bank with an issue file containing the warrant/check amounts, payee name (optional enhanced protection) and serial numbers. We then systematically compare the daily warrant/check presentation information against the County's warrant/check issue file and generate an exception report on a next-day basis, identifying any mismatched or no-issue information on file items. **The deadline to transmit check issuance files to the Bank is 10:00 p.m. local time.**

The Bank reviews and scrubs the exceptions to verify that there are no mis-encoded items. An email notification will be delivered to authorized users **the following business day by 11 a.m. local time,** providing an URL into the PWS system for pay/return decisions. The exception items report provides both a front and back image of each item.

The authorized users simply click on the check/warrant number of each item to view front and back check images, and can select the pay or return button for each item or select the "pay all" or "return all" button. **Users would then electronically submit the decisions to the Bank by 4 p.m. local time.** The County receives an online confirmation indicating the submission was successful, which can be saved electronically or printed for future reference. No special software is needed for this functionality.

<u>See chart below recapping Positive Pay deadlines:</u>

Date	Time Deadline	Description
Day 1	Varies by deposit channel	Warrants presented to and paid by Bank
Day 1	10:00 pm local time	County sends warrant issue files to Bank
Day 2	11:00 am local time	Bank sends email notification of exception items to County
Day 2	4:00 pm local time	County's Pay or Return exception decisions to Bank

- ***Teller line Positive Pay*** – This service provides protection before encashment at the teller line. Our teller line system is updated within one hour after the Bank receives the issue file information in the format required. J.P. Morgan offers teller line payee name protection in all of our branches, nationwide.

With an active check cashing agreement in place, J.P. Morgan verifies cashed warrants/checks against the issue file at the point of encashment. Tellers also determine the paying status of an item (e.g., stop payments/holds) prior to encashment. We also employ a variety of other fraud prevention measures, such as thumbprint programs and fraud detection applications.

For reference, please see chart below recapping Reverse Positive Pay deadlines:

Date	Time Deadline	Description
Day 1	Varies by deposit channel	Warrants presented to and paid by Bank
Day 2	5:00 am local time	Pre-defined exception information and warrant images are available on PWS from the Bank for pay/return decisions
Day 2	6:00 am local time	Two daily paid files (Encoded and Non-encoded) with warrant MICR (index) data sent by Bank.
Day 2	Noon local time	County provides ad hoc exception items back via input or transmission to the Bank
Day 2	4:00 pm local time	County Pay/Return Decisions and adjustments (corrections) due to the Bank

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Service Terms:

Positive Pay, Reverse Positive Pay, and Payee Verification Service Terms I **JPMORGAN CHASE BANK, N.A.**

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer with one or more of the check fraud protection services listed below (each a "Service") for checks or warrants ("Items") presented to the Bank for payment against the Customer's demand deposit account associated with the Service (the "Account") in accordance with the provisions set forth in these Service Terms. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms. Positive Pay, Reverse Positive Pay, and Payee Verification services help prevent check fraud on deposit accounts by identifying discrepancies between Items presented to the Bank for payment and those Items issued by Customer.

1. Services.

With Positive Pay, the Customer sends Item issuance information to the Bank and the Bank compares such information to Items being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on Items being presented for payment and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information and the Bank compares such information against the payee names on Items being presented. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

2. Issuance Information.

The following information is defined as "Issuance Information" for each Item: i) Account number; ii) Item serial number; iii) dollar amount; iv) issue date, [not as part of Reverse Positive Pay]; and (v) for Payee Verification only, the payee name. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the Banking Day on which the Customer issues Items by means of a mutually agreed upon transmission method. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will

send the Customer the Issuance Information and the Customer will compare such information with the Items they have issued.

3. Discrepancies.

For Positive Pay and Payee Verification, if an Item is presented to the Bank for which it has not received timely Issuance Information or containing information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented to the Bank for payment. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment; and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions which it receives and which it reasonably believes to be genuine.

4. Payee Verification Additional Terms.

For Payee Verification, Customer acknowledges that Items which have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for failing to detect any discrepancy between the Item and the Issuance Information or for processing and payment of such Item. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to payee name comparison, the Bank will compare the payee name provided in the Issuance Information to the payee lines in the name/address block identified on the Item presented as provided for in the Bank's set-up requirements and will otherwise be limited to those parameters specifically agreed to by the Customer and Bank.

5. Voided Items.

The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer decides to stop pay an Item that it has already issued, the Customer is required to place a Stop Payment request pursuant to the Bank's Account Terms, outside of these services.

6. Item Payment.

The Bank is not obligated to inspect any Item for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.

7. Over the Counter Presentment.

The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch

locations at the teller line and the account is under the Positive Pay or Payee Verification Service, the Customer authorizes the Bank to pay such Item based upon the Positive Pay information at the teller line. If the Customer does not provide Positive Pay or Payee Verification information for the Teller Platform, the Bank will agree to cash items based upon a mutual agreement of the Customer and Bank. The Bank may charge a non-Chase customer who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

****

Best Practices:

Our Treasury Services Solutions Advisory team works on a regular basis with a wide variety of public sector clients to share important information around the most efficient and effective methods to conduct their treasury management activities. These conversations focus on technology and automation solutions available to solve business challenges as well as organizational behaviors that drive the most effective outcomes for our public sector clients. We recognize and understand that government agencies have a host of additional rules and regulations that sometimes prevent certain practices from being quickly adopted and we work to help our clients find suitable methods to reach their objectives.

One of the most frequent conversations we have with our clients is in the area of payables best practices. Organizations like Maricopa County are wrestling with budget constraints and increasing demand for services that make the need to be both efficient and effective a number one priority. Some of our clients have employed the following solutions to deliver success for their agency and the constituents they serve.

Brief List of Public Sector Best Practices

Challenge	Solution	Organization Type
Mitigate fraud risk with check payments for vendor invoices	Subscribed to Positive Pay Service with Payee Name Verification for all vendor payments and payroll	Municipality
Reduce cost for disbursing benefit payments	Implement Automated Clearing House payments to reduce cost by 90% over paper payments	Federal, State, and Municipal organizations
Automate and streamline the payment and reconciliation process for subsidy payments	Deploy Single Use Accounts that provided a 30% increase in productivity	Federal, State, and Municipal organizations
Respond to changes at the Federal Reserve requiring moving to electronic payments	Converted from paper warrants to Automated Clearing House for payments while mitigating fraud risk	State organization
Eliminate paper based invoice processing	Implemented Single Use Accounts that provided a unified procure-to-pay solution across the organization and realized savings of over $700,000	State University
Lack of consistent use of positive pay tools	Treasurer issued mandate that Positive Pay must be utilized to mitigate fraud risk	Municipality

Other information our Government clients have shared with us:

Organizations should be set up to receive email notifications every day that there are exceptions.

Email notifications should be sent to a group so that there is back up in case the primary contact is out.

Be diligent - check every day for exceptions.

J.P. Morgan Chase - Response to Maricopa County Questions – ITN for Banking Services October 15, 2010

From: James Foley - MMX [mailto:james.foley@mail.maricopa.gov]
Sent: Tuesday, October 05, 2010 12:48 PM
To: Joni K Topper; Pat W Foster; Mary J Lundell
Cc: Jose Molina - MMX
Subject: Phone Call - ITN for Banking Services

As a follow-up to our conference call these are the basic items that Maricopa County is looking to receive by COB, Friday, October 15, 2011. Thanks.

Best and final offer:

- Cost of services.

  Chase Bank is making the additional concessions below as requested by the County to the existing pricing proposal.

- Final # of scanners, with warranty/replacement details.

  The Bank will provide 30 Epson scanners to the County over the five year contract, and will replace malfunctioning scanner(s) that fall outside of the warranty period, which means the County would be covered by the Bank for 30 properly functioning scanners during the contract period.

- Incorporate all responses to questions into one updated ITN word document to be used for a contract exhibit.

  Please refer to the attachment entitled "Master Response to ITN Questions 10 15 2010".

- Are you willing to delay implementation of price changes from 18 months to 36 months?

  Yes, Chase agrees to delay the price increase of check deposits from 18 months to 36 months.

Transition Plan:

- A transition plan for change of services to cover from 1/3/2011 – 7/1/2011. How do we get up and running.

  Please refer to our Implementation Plan schematics included as an attachment. The carefully managed plan and details will become more finite once the preliminary due diligence process between our teams takes place. This process includes the

complimentary engagement of our Treasury Advisory Solutions team to provide detailed consultation services and blueprint mapping as discussed during our site meeting on September 28.

- What resources are required from Maricopa County, as known at this time?

  For each of the stakeholder departments, we ask that the County include the following in the Transition Working Team:

  1) ***Technical and operational resources led by a senior department member with decision making authority.***

  2) ***Actively participating Steering Committee members for ongoing leadership/direction.***

     Note that members of the above may serve dual roles across both the ongoing Working Team and Steering Committee.

     The preliminary due diligence process which will be conducted between our teams will enable detailed resource requirements to be specifically defined.

- Key players from Bank identified – County reserves the right to replace personnel as desired – possible background checks.

  Please refer to the project plan attached for key players. The Bank acknowledges the County's right as stated above.

- Any spaces requirements in County facilities.

  We do not anticipate any dedicated space requirements in the County's facilities. Routine meetings between the County and the Bank may take place in conference rooms at either site as needed.

- Description of how the Bank will have adequate resources to deal with all county depts., i.e., Treasurer, OET, Finance, Clerk of the Court, Schools, etc.

  Through the in-depth due diligence process we will conduct in partnership with Maricopa County, we will determine resource allocation requirements for each aspect of the transition based upon the agreed upon project plan. Chase will be assigning two Project Managers who will work in tandem under a primary lead, as outlined in the Project Charter.

  At the outset, throughout the implementation process and beyond, the County's Chase Relationship team along with other Bank members of the Working Team and Steering Committee will ensure the appropriate and adequate allocation of resources to fully cover each segment of the project. This coverage will be assessed throughout the project during our routine benchmarking sessions to assure thorough communication with all County departments and meet the project milestones and completion requirements associated with each department.

  As this is key to satisfactory completion of all aspects of the project, we commit to an appropriate allocation of the resources' time. That allocation will correlate with the project plan as outlined in the attached implementation schematics.

- Completed a more detailed review of County contract template for issues or concerns. County does not make any changes unless required to meet statutory issues.

Please refer to the Bank's edits in the County's ("Draft Contract") "Contract Pursuant to ITN" in our email attachment entitled "MC JPMC Contract Draft". We wish to negotiate openly and in good faith regarding these amendments.

High Level Strategic Plan for Advancement of Contract Efficiencies:

- A plan for what happens to advance the contract after July 1, 2010

  The ongoing plan for continued best practices conversations and strategy sessions will take place via the formal Steering Committee, which will include the consulting services of our Treasury Advisory Solutions team and take place on a quarterly basis throughout the entire contract period, with flexibility to increase the frequency of these meetings as mutually agreed upon.

- Commitment to new technology advancements

  While others are scaling back, our Chairman has committed to invest over $1 billion directly towards core Treasury Services over the next few years. As the owner of our own systems and products, this enables ultimate control and faster delivery of technology advancements. Through our partnership with the County as a valued top tier client and with an eye towards the future, we would encourage the County's participation and input to our various product Design Teams as the Bank continually upgrades services and products.

  Pertaining to lockbox alone, Chase is investing more than $30 million in our operating platform, our enhanced Internet image presentment tool, and our receivables data repository systems. The investment consists of technology upgrades in the form of new hardware and equipment, software to run the lockbox process, and middleware to support the receivables data repository.

  Named by Global Finance as "Best Overall Bank for Cash Management in North America" for the 4th year in a row, Chase holds more patents on its award winning products than any other competitor, a testimonial to the Firm's solid commitment and proven performance as a leader in technology.

- Work with County Departments and Schools to advance individual needs.

  As committed in our proposal and discussed in our Chase site presentation to the County on September 28, our Treasury Advisory Solutions team, in tandem with the County's Chase banking team, will work in close partnership with the County's departments and schools to fully understand their respective challenges and requirements, and develop specific recommendations for the County's consideration. The planning for these initiatives would be conducted jointly with the County at the outset as part of our overall project mapping process. After July 1, 2011, discussions with the County's departments and schools would continue as best serves their needs.

- Commitment for the establishment of quarterly meetings of steering committee.

  Chase fully supports and is committed to quarterly Steering Committee meetings with Maricopa County, as further described in our Implementation Plan documents. Our vision is for this committee to remain active throughout the Contract and beyond as a key component of the evolving partnership Chase and Maricopa County maintain.

- Both our internal and external auditors will require either a copy of or reasonable access to review your SAS 70 Audit and those of any third party service providers that you employ to work on our account. Do you have any issue with this requirement?

Yes, for the products that do have SAS 70 reports, we can share copies of those reports with clients using such products and services.

At this time, J.P. Morgan Chase has not engaged a public accounting firm to perform SAS 70 examinations of all of our cash management product operations. However, we do have an internal risk framework designed to provide a sound and well-controlled operating environment. This includes rigorous risk management and information technology risk management programs which are designed to meet or exceed the requirements of our regulators. The programs include assessment and testing of operating and technology controls, complimented by polices, procedures and key risk metrics, as well as a comprehensive, risk-based internal audit program.

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OCTOBER 29, 2010 RECAP DOCUMENT

Maricopa County and Chase - October 20, 2010 Meeting at County Site

Recap of Additional Questions to be Answered/Clarified

1. Positive Pay
Clarify that the Positive Pay (return all or pay all) can be different by account.

Response:
Yes, Positive Pay options may vary by account.
The County has the option to disallow the encashment of checks/warrants for those accounts for which the Bank has not been sent a Positive Pay Issue file.

Chase to provide examples where the County would become liable for fraudulent items if the County has fully complied with the Bank's positive pay requirements:

Response:
Example: Under Positive Pay services, the County provides check issuance information to Chase. If an item is presented for payment and it matches, then Chase pays it. If it turns out later that the County claims the item was fraudulent, the County would hold the loss unless the exception Chase provided earlier applies (i.e., the warrant was deposited with Chase, the County made a claim within 90 days, and there were still sufficient funds in the customer's account).
If the check did not match and Chase paid it anyway in error, then Chase would be liable for not following the service terms.

The above is an example only and there could be other instances wherein the County may be liable, depending on the particular situation that occurred.

2. Account type options
Chase will define sub account options and pricing difference. This pertains to the ability of isolating accounts in order to better identify the source of incoming electronic payment details**.**

Response:
Sub accounts are identified as "zero balance accounts". Zero balance accounts are a DDA (Demand Deposit Account) with automatic sweeping capability, to and from a master account. Zero balance accounts may also be established with a base balance, if desired. Amounts over that base would be swept each day to the master account, with the base always remaining.

The pricing for a regular DDA and a ZBA are as follows:
DDA: Account Maintenance: $ 4.80 per account per month
ZBA: $ 6.75 per ZBA per month (no per transfer fee)
ZBA Master: $ 9.45 per ZBA master per month

For example, an account that is also a ZBA would incur both the Account Maintenance fee and the ZBA fee (per account). A ZBA Master incurs only the ZBA Master fee and the Account Maintenance fee (per account).

Clients frequently utilize ZBA's in order to isolate specific account activity while having the ability for the funds to automatically transfer without intervention. Details on the ZBA activity would be available via ACCESS Information Reporting and the bank statement.

3. SAS 70
Clarify that SAS 70 will be provided on each product where one exists/is applicable and that County's Audit will be provided this material.

Response:
Yes, where applicable, an SAS 70 report will be provided.
At this time, J.P. Morgan Treasury and Security Services (TSS) has not engaged a public accounting firm to perform an SAS 70 examination on all of our cash management product operations and, therefore, cannot offer you a comprehensive Service Auditors Report (aka SAS 70 Report) for every product. However, you should be aware that we have an effective internal risk framework designed to provide a sound and well-controlled operating environment. This includes rigorous Operational Risk Management and Information Technology Risk Management programs, which are designed to meet or exceed the requirements of the Office of the Comptroller of the Currency (OCC) and the Federal Financial Institution Examination Council (FFIEC), two organizations that regulate our financial institution. We can make available our standard SAS 70 letter response which is routinely utilized for Audit purposes.

4. Section 3.3.1 of legal contract (Account Analysis)
The County is considering allocating costs for banking services used to the respective County departments. Confirm that the Bank's Account Analysis system can provide the level of detail needed to accomplish this. ***Yes, please see Appendix 5 of ITN response for a sample of the invoice.***

Confirm that the Bank's Account Analysis system can accommodate the separate billing of any County departments with a detailed description of the services utilized on an individual level. ***Yes.***

The County will send Chase their request for what needs to be provided in the Account Analysis (invoice) statement***. (Note: Appendix 5 of the ITN response provides a detailed description and sample of the standard Account Analysis invoice.)***

Response:
The Account Analysis system provides billing at the individual account level, or at a group level. "Informational" groups are also available, which would allow the County to settle internally with

various departments, as needed. Under this scenario, a master group could still encompass the total billing invoice, but the individual statements would be created to show the charges for that particular grouping of accounts. The County can also use a combination of billings (informational or actual). Additionally, copies of the statements can be provided at the group level or individual level to multiple addresses.

5. Transition Credit
Confirm that County may utilize the first year transition credit at the outset of the first contract period.

Response:
Yes, please refer to our Contract amendments.

6. Dual Control of ACH and Wires
Confirm if this is an absolute requirement as well as any workarounds. Confirm whether or not internal book transfers are also impacted by this requirement.

Response:
Yes, this is a requirement. Bank and County have agreed to set up dual control for Wires and ACH via the various security options that are available to the County. Book Transfers would apply only if performed as "free-form" wires through the Wire Transfer module.

7. Letter notifications to County
Confirm that the Bank will comply with the County's requirement that all form letters and other written communication be sent only to the Treasurers Office.

Response:
Yes, this can be accommodated and updated as needed via communication from the County to the relationship banker, Pat Foster.

8. Daily Paid File
Confirm that Bank will send a daily paid file.

Response:
Yes, the Bank will send a daily paid file.

9. 8038 File
Regarding warrant lines and any registered warrants, confirm whether the Bank can send an IRS 8038 file from the Credit system. (One-off meeting may be required with Bank's Credit team.)

Response:
As part of the Bank's warrant line documentation process prior to the July 1, 2011 Banking Services Contract live date, for each entity requiring a warrant line of credit an IRS 8038-G form will be pre-filled with available preliminary information and provided to the County in the Bank's warrant line documentation packet. At the point when a particular warrant line is first drawn, the County will complete the remainder of the 8038-G form for that borrowing entity and mail it to the IRS. The Bank will repeat this process at the outset of each calendar year for the duration of the Contract, or at an alternate frequency as may be required by the IRS.

10. Over-the-Counter Branch Deposits
Provide the County a detailed workflow description for the handling of taxpayer payments made in Chase branches.
Confirm whether there is a timeline that the County needs to be aware of to ensure they are able to move to the automated process (versus the lockbox method we will start with).

Is the automated process anticipated to require a standardized tax billing document format? If so, confirm that the Bank will continue to accept County tax payments in the branches if the County is unable to accommodate the standardized billing format.

Response:

SUMMARY
Chase is making an investment in our teller system to be able to image and capture data from transactions directly from the teller application. The targeted date for implementing the upgrade to the teller system is the end of August, 2011. We would like to suggest that branch collections begin once the upgrade to the Teller Express system is completed.

Chase is implementing an upgrade to the teller system to be able to capture scan-line data from coupons, payment amount information, and images of tax transactions. Within the teller system, a transaction will be imaged and processed. At the end of each day, a file with all transactions processed via the teller system will be integrated within Receivables Edge providing the County the ability to review all transactions.

The enhancement to Teller Express is a national upgrade. Chase accepts tax payments in selected markets across the country today. The development of the teller system to accept coupons and checks will be implemented in other markets across the country, in addition to Maricopa County. As we develop the system requirements over the next several months, we will work closely with Maricopa County to ensure any requirements that impact Maricopa County will be shared. Chase would like to work with the County to understand daily volume trends during the transition period so we can work together to develop a successful transition plan.

BENEFITS
Currently, the workflow for accepting tax payments within branches requires transactions to be batched and then forwarded to the lockbox area to be processed. Items sent to lockbox from the branches are then integrated into the lockbox workflow and processed according to the County's requirements. By truncating the transactions at the branch, the County will:

- ***Accelerate the cash depositing***
- ***Increase the processing accuracy***
- ***Eliminate the delay in processing***

PROCESS
The high level process is as follows:

- ***Taxpayer will present check and coupon to the teller.***
- ***The coupon and check will be scanned at the teller line.***
- ***The OCR line on the coupon will be read capturing the posting information.***
- ***The check will be scanned.***
- ***The Teller will capture the amount from the check.***
- ***Taxpayer will be provided receipt for tax payment.***
- ***Transactions will be consolidated to create end of day transmission and image files.***

Our goal is to provide additional channels for our public sector clients to collect payments while creating an efficient teller line process. We will work directly with the County to determine if changes to the current coupon will be necessary. We will work very closely with you to understand your deadlines for printing and mailing of tax bills and ensure we provide any changes well within your timeframes.

11. Documents
The County will provide a list of Exhibits, descriptions, and the order in which they prefer they be attached to the contract.

We will further discuss the specific documents that need to be referenced and how best those should be described, recognizing that some documents may need to be signed later if a new service is added or identified which was not previously part of the plan.

Response:
Please refer to our Contract amendments.

12. Indemnity
Chase's Legal team will come back with an updated amount.

Response:
Please refer to our Contract amendments.

13. Existing Accounts/ACCESS Users
The County already has certain active accounts in place with the Bank. Confirm that the County can continue to utilize these accounts and the associated ACCESS users without having to replace the existing accounts, and/or set up new ACCESS users, or processes.

Response:
Yes, the County may utilize the existing set-up and accounts or elect to change them. The implementation mapping would be a good time to refresh the existing structure, if desired.

14. Due Diligence Process

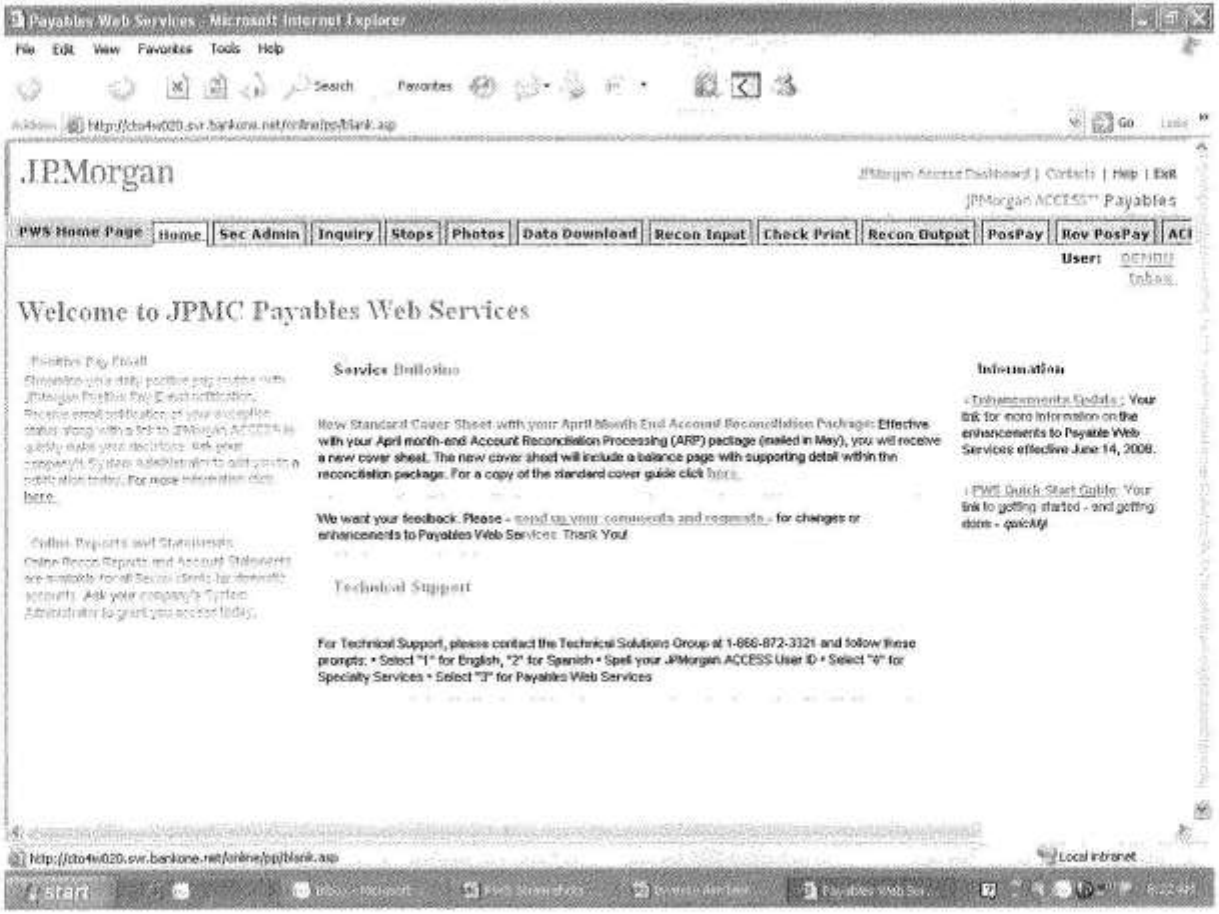
Response:
Chase will provide due diligence questionnaires to the County to allow time for review prior to start of the information gathering process.

****

PAYABLES WEB SERVICES

September 2010

Payable Web Services – Home page



SERIAL 10016-ITN

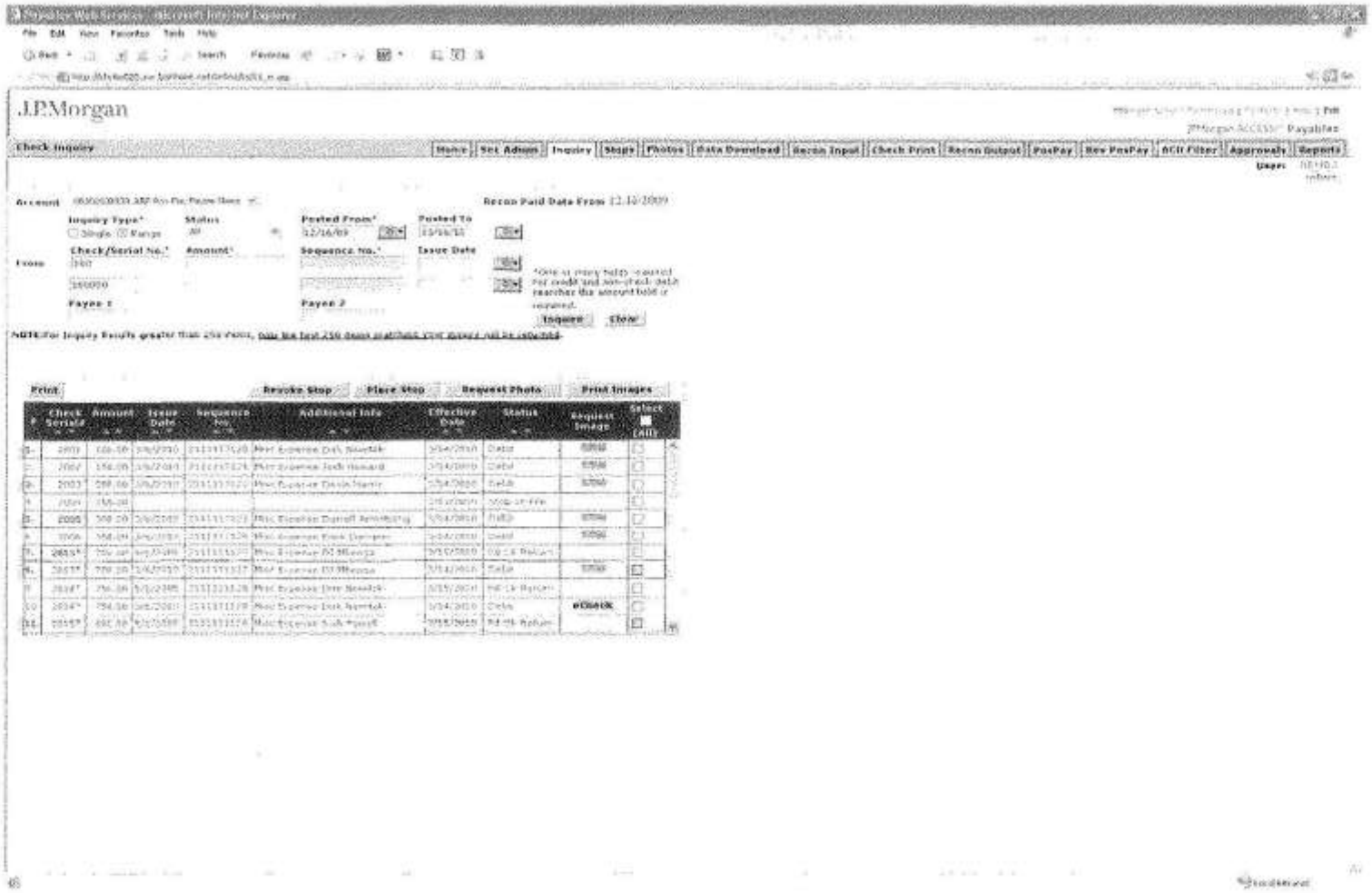
Payables Web Services - features

Payables Web Services is a comprehensive web-based check disbursement and fraud services application that provide the following services:

- Check Inquiry - Perform inquiries to determine check status, view check images, place or revoke a stop payments and request photocopies from a single screen
- Data Download
  - Download check disbursement transaction detail information in a Comma Separated Value (CSV) or QuickBooks format file (QBO).
- File Input and Report Output
  - Manually key or upload files of issue, stop and cancel information
  - Download or view electronic account recon reports, bank statements and data output files
  - Notification by e-mail when reports, statements and files are available
- Positive Pay / Reverse Positive Pay and ACH Filter
- Check Print Outsourcing
  - Standard and Custom file import and transmission
  - Built-in Accounts Payable and Generic (Quick check) check templates
- Dual authorization and extensive audit reports
- On-line security administration

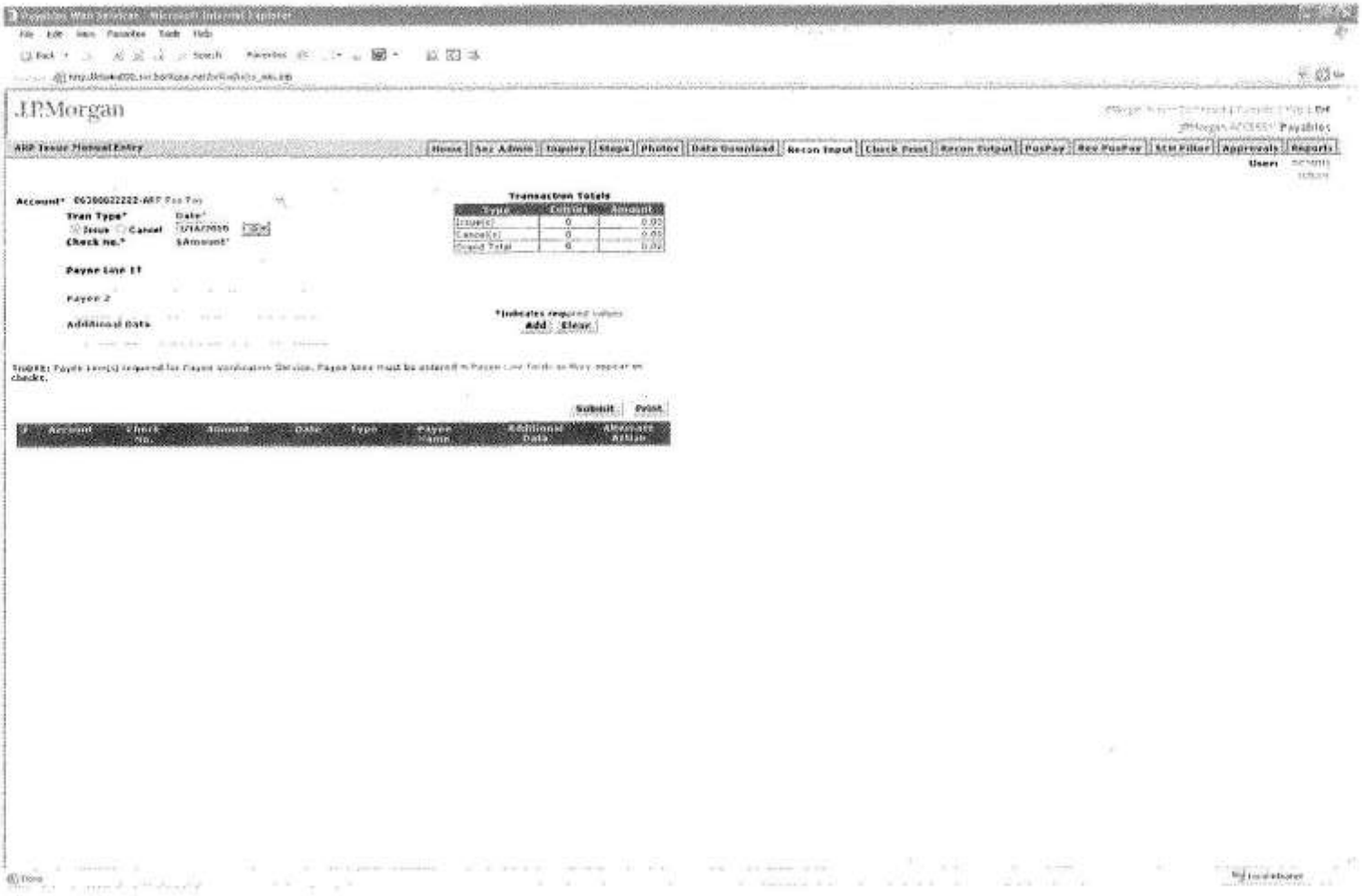
SERIAL 10016-ITN

Payables Web Services – check services inquiry



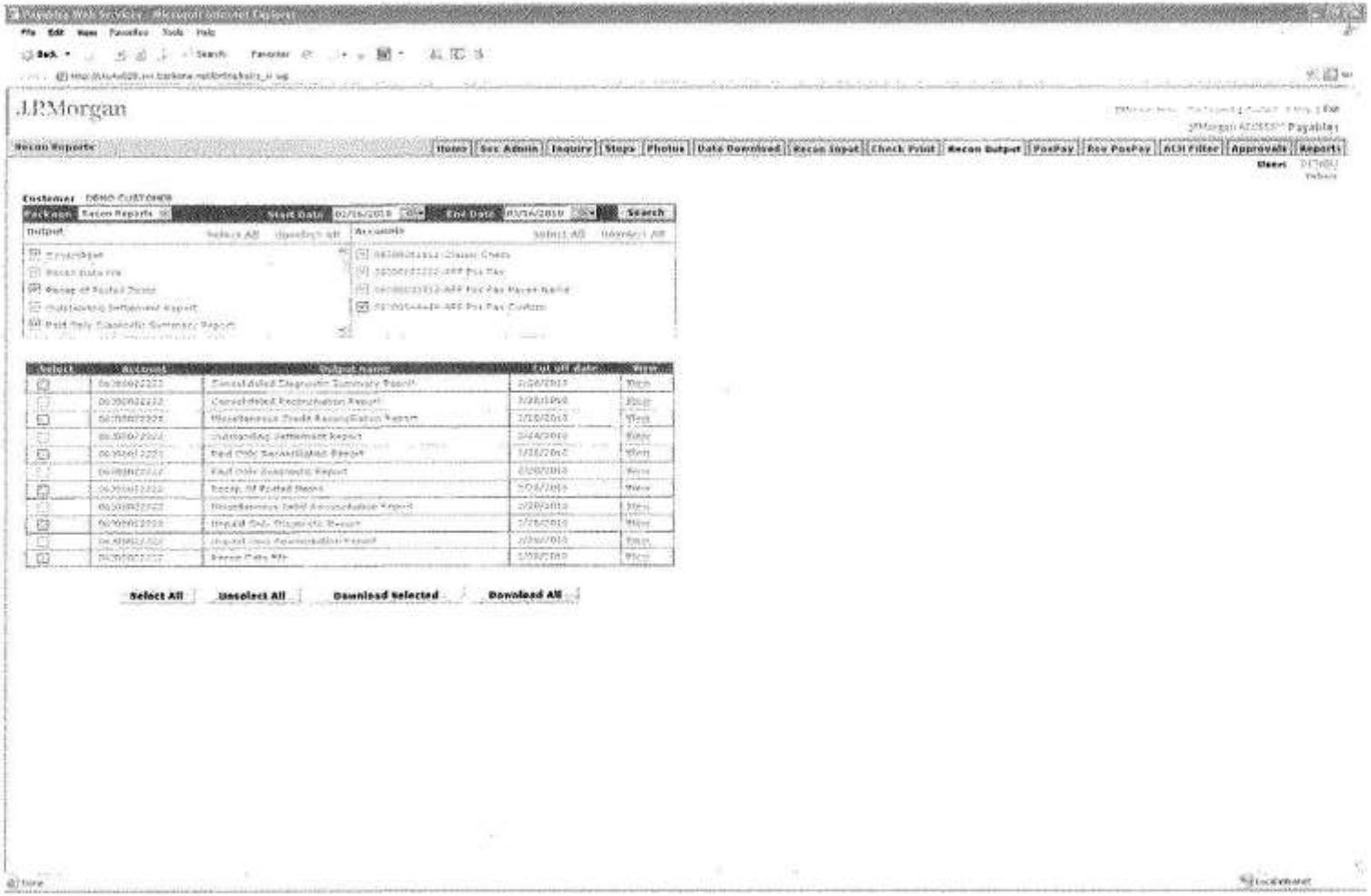
SERIAL 10016-ITN

Payables Web Services – recon input



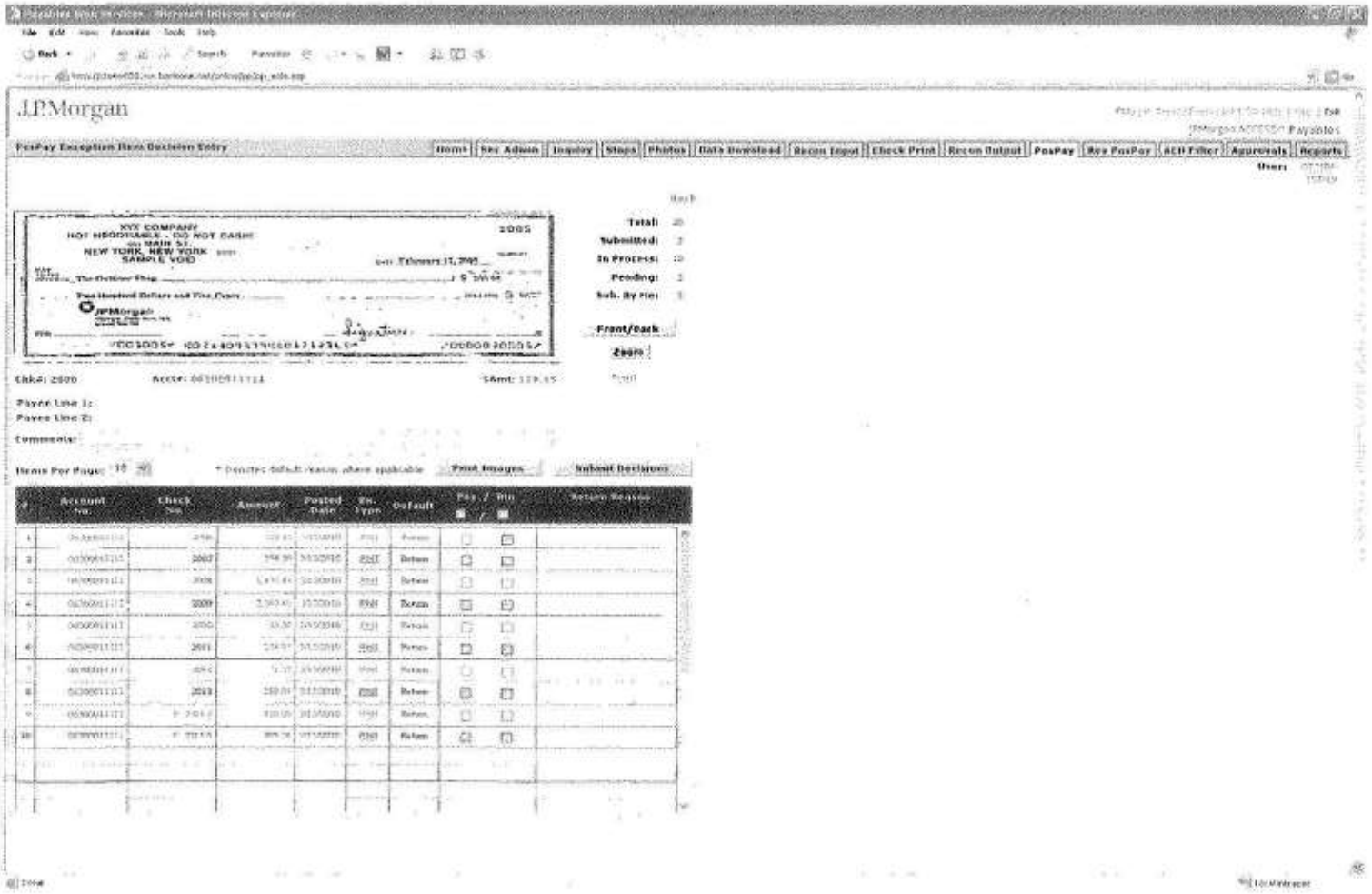
SERIAL 10016-ITN

Payables Web Services – recon output



SERIAL 10016-ITN

Payables Web Services – positive pay



SERIAL 10016-ITN

Payable Web Services – reverse positive pay

Payables Web Services - Microsoft Internet Explorer provided by BANK ONE CORPORATION

File Edit View Favorites Tools Help

Back Search Favorites

Address http://dco4w020.svr.bankone.net/online/rpp/rp_side.asp

XYZ COMPANY
NOT NEGOTIABLE - DO NOT CASHI
1234 MAIN ST.
NEW YORK, NEW YORK 11111
SAMPLE VOID

1005

DATE February 12, 2005

PAY TO THE ORDER OF The Outdoor Shop $ 200.05

Two Hundred Dollars and Five Cents DOLLARS

JPMorgan

FOR signature

⑈001005⑈ ⑆021100379⑆06021234 5⑈ ⑈00000200 5⑈

Total: 20
Submitted: 3
In Process: 10
Pending: 7
Sub. By Me: 3

Front/Back
Zoom
Print

Chk#: 2004 Acct#: 06300022222 $Amt: 699.30

1005 200.05

Dup Search
Adjust

Comments:

Custom Data: This is a sample customer data

Items Per Page: 10 * Denotes *Pre-Populated* Default Decision Submit Decisions Print Images

#	Account No.	Check No.	Amount	Paid Date	Ex. Type	Default	Pay / Rtn	Return Reason
1	06300022222	2004 1005	699.30 200.05	10/25/2009	WA AD	Pay	☑ ☐	
2	06300022222	2005	62.33	10/25/2009	WA AD	Pay	☐ ☑	RTN-Refer to Maker
3	06300022222	2006	1,110.45	10/25/2009	WA AD	Pay	☐ ☑	RTN-Check Charged In Error
4	06300022222	2007	378.50	10/25/2009	WA AD	Pay	☐ ☑	RTN-Duplicate Item

start

SERIAL 10016-ITN

J.P. Morgan Escrow Investment

J.P. Morgan Money Market Deposit Account *(MMDA)*

J.P. Morgan's Money Market Deposit Account is a competitive yield, interest bearing savings account. This investment enables clients to earn competitive returns on deposits held in escrow while providing a more liquid alternative to money market funds or other investment alternatives. This investment provides instant access to liquidity, with no limits on the number of deposits that can be made into the account. Balances in this account earn a competitive rate of interest, which is accrued daily and posted to the account on the last business day of each month. A J.P. Morgan Money Market Deposit Account provides greater flexibility than fixed income products without incurring any breakage costs. In addition, there are no monthly administration, maintenance or service fees associated with opening or maintaining a J.P. Morgan Money Market Deposit Account.

Key Features and Benefits

Integrated solutions

MMDAs are just one of the many end-to-end liquidity and investment capabilities offered by J.P. Morgan. They are integrated into our full suite of treasury management products, providing clients with streamlined working capital management. Our clients benefit from immediate cash availability, straight-through withdrawals processing, and the security of FDIC protection.

No geographic boundaries

MMDAs are available to both U.S. domestic and internationally based account holders who maintain a U.S. Dollar account with J.P. Morgan Chase Bank, N.A., in the United States.

Secure and convenient access

Clients have the ability to view their MMDA account at their convenience through J.P. Morgan ACCESS, which provides an Internet-based, single point of access to a wide range of financial transaction and account information. J.P. Morgan ACCESS also allows clients to receive our market data, news research and analysis.

Quick Facts

Rates

Competitive rate of return, providing more liquidity than fixed income products. Interest accrued daily. Credited on last business day of the month.

Deposits

Unlimited number of deposits.

Withdrawals

As per U.S. Federal Reserve Regulation D, pre-authorized or automated withdrawals are limited to six per calendar month.

Interest Earnings

Interest Rate

10 bps / annum

- Interest will be allocated to the municipality/sub-account level at the beginning of each month.
- Interest will be reported to the IRS at the master account level. The primary account at the municipality level will carry the Tax id associated with the master account.
- Interest reporting will detail the interest earned monthly, quarterly, yearly and to date for each sub-account.

SERIAL 10016-ITN

J.P. Morgan Escrow Fee Schedule

Based upon our current understanding of your proposed transaction, our fee proposal is as listed below. Please note that the fees quoted are based on a review of the transaction documents provided and an internal due diligence review.

Account Acceptance Fee ..... *Waived*

Encompassing review, negotiation and execution of governing documentation, opening of the primary escrow account, and completion of all due diligence documentation. ** Payable upon closing.*

Account Administration Fee $2,500

The Administration Fee covers our usual and customary ministerial duties, including record keeping, distributions, document compliance and such other duties for primary escrow account and other responsibilities expressly set forth in the governing documents for each transaction.

*** Payable upon closing and annually in advance thereafter, without pro-ration for partial years.*

Additional Charges

Standard Escrow Legal Fees & Contract Review ..... ***Waived***

Account Transaction Fees ..... ***Waived***

Including, but not limited to, deposits, disbursements, book transfers, etc..

Investment Sweep Fees *(if applicable)* ..... ***Waived***

Extraordinary Expenses ..... ***At Cost***

Any reasonable out-of-pocket expenses including attorney's fees required outside of the scope of typical Escrow requirements will be considered extraordinary services for which related costs, transaction charges, and additional fees will be billed at cost.

Modification of Fees

Circumstances may arise necessitating a change in the foregoing fee schedule. The Bank will maintain the fees at a level that is fair and reasonable in relation to the responsibilities assumed and the duties performed.

SERIAL 10016-ITN

J.P. Morgan Escrow Services Accounting Fees

One-time set-up, testing and implementation fee

1 – 100 sub-accounts	$250
Per sub set-up thereafter	$0.25

Processing and reporting fee

Monthly processing and reporting fee (reporting information provided monthly)

1 - 100 sub-accounts	$250
101 - 300 sub-accounts	$475
301 – 600 sub-accounts	$750
601 – 1000 sub-accounts	$950
1001 – 2200 sub-accounts	$1,250

Weekly processing and reporting fee (reporting information provided weekly)

1 - 100 sub-accounts	$375
101 - 300 sub-accounts	$700
301 – 600 sub-accounts	$950
601 – 1000 sub-accounts	$1,150
1001 – 2200 sub-accounts	$1,400

Daily processing and reporting fee (reporting information provided daily)

1 - 100 sub-accounts	$575
101 - 300 sub-accounts	$900
301 – 600 sub-accounts	$1,450
601 – 1000 sub-accounts	$1,650
1001 – 2200 sub-accounts	$1,950

Overview

Reporting

+1 Day

Sub-account / Group Type

Virtual

Deposits

Each deposit will have a unique identification number which will appear in all bank statements.

SERIAL 10016-ITN

TREASURY SERVICES

Chase Payroll Card *Classic* Fee Schedule

Fee Category	Fee Amount
Client Fees	
Program Maintenance	No fee for payroll card program with more than 100 active accounts. $100 per month fee for payroll card program with less than 100 active accounts.
Cardholder - ATM & Point-of-Sale (POS) Purchase Transaction Fees	
Monthly Account Maintenance	No charge
Over- the-Counter Withdrawal at any bank which accepts Visa	1 free per pay deposit, $5.00 for each additional withdrawal
ATM Withdrawal: Domestic[1]	1 free withdrawal per deposit at Chase and Allpoint ATMs only. $2.00 for each additional ATM withdrawal thereafter and any non-Chase/non-Allpoint ATM withdrawals
POS Transaction Fee: PIN-based	No charge
POS Transaction Fee: Signature-based	No charge
ATM Balance Inquiry	$1.25 per transaction
ATM or POS Decline[2]	$1.25 per transaction
Cardholder - Miscellaneous Fees	
Monthly Statements Online Paper	No charge $1.00
Customer Service Inquiry via Live Representative, Automated Voice Response or via MyAccount.com	No charge
Inactive Account Fee[3]	$5.00 per month
Card Replacement	$15.00 per card. No charge for expired cards
Expedited Card Delivery	$25.00 per card
Check Issuance to Close Account	$12.00 per check
Negative Balance Fee	$15.00 per incident
ATM Withdrawal: International	$3.00 per transaction
ATM Balance Inquiries: International	$3.00 per transaction
Foreign Exchange Fee	3.50% of the value of an overseas transaction

1. There are no surcharges at Chase and Allpoint™ ATMs. Some ATM owners and operators may charge an additional fee per transaction.

2. This fee will be assessed if an ATM or Point-of-Sale transaction is denied due to insufficient funds

3. A monthly fee will be assessed on each account that has been inactive for 90 days. Fee is not assessed during periods of activity. Account activity is defined as credits or debits to the account that are not due to fees assessed.

CHASE

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EXHIBIT B2
SAMPLE PROJECT IMPLEMENTATION PLAN

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		0%	**Maricopa County Sample Implementation Project Plan**	**100 days?**	**Tue 1/4/11**	**Mon 5/23/11**		
2		0%	**Due Diligence Process with JPMorgan Treasury Advisory Solutions and Key Team**	0 days	Tue 1/4/11	Tue 1/4/11		
3		0%	**Initiation Phase**	**11 days?**	**Tue 1/4/11**	**Tue 1/18/11**		
4		0%	Submit Implementation Request	1 day	Tue 1/4/11	Tue 1/4/11		Relationship Mgr
5		0%	Assign Implementation Project Manager	1 day	Wed 1/5/11	Wed 1/5/11	4	Irene Corrales
6		0%		1 day?	Thu 1/6/11	Thu 1/6/11	5	Irene Corrales/Maricopa County/Relationship Mgr
7		0%	Hold Internal Review Meeting	1 day	Fri 1/7/11	Fri 1/7/11	6	
8		0%	Schedule Kick-off Meeting	1 day	Mon 1/10/11	Mon 1/10/11	7	Irene Corrales
9		0%	Hold Implementation Kick-off Meeting with Client	1 day	Tue 1/11/11	Tue 1/11/11	8	Irene Corrales
10		0%	Confirm Scope of the Implementation Request	3 days	Wed 1/12/11	Fri 1/14/11	9	Irene Corrales/Maricopa County/Relationship Mgr
11		0%	Revise/Confirm Project Target Date	1 day	Mon 1/17/11	Mon 1/17/11	10	Irene Corrales
12		0%	Identify Stakeholders and Resources Required in Project	1 day	Tue 1/18/11	Tue 1/18/11	11	Irene Corrales
13		0%	Initiation Phase Completed	0 days	Tue 1/18/11	Tue 1/18/11	12	Irene Corrales
14		0%	**Requirements and Planning Phase**	**7 days**	**Mon 1/10/11**	**Tue 1/18/11**		
15		0%	Draft Project Charter	3 days	Mon 1/10/11	Wed 1/12/11	7	Irene Corrales
16		0%	Review Project Charter with Client	1 day	Thu 1/13/11	Thu 1/13/11	15	Irene Corrales/Maricopa County
17		0%	Sign-off on Scope/Lock Project Charter	3 days	Fri 1/14/11	Tue 1/18/11	16	Maricopa County
18		0%	Draft Detailed Project Plan	3 days	Wed 1/12/11	Fri 1/14/11	9	Irene Corrales
19		0%	Review DRAFT Project Plan with Client	1 day	Mon 1/17/11	Mon 1/17/11	18	Irene Corrales/Maricopa County
20		0%	Requirements and Design Phase Completed	0 days	Mon 1/17/11	Mon 1/17/11	19,18	Irene Corrales/Maricopa County
21		0%	**Documentation & Service Set-up Phase**	**83 days**	**Mon 1/17/11**	**Wed 5/11/11**		
22		0%	**Legal Agreements**	**12 days**	**Mon 1/17/11**	**Tue 2/1/11**		
23		0%	Provide Client with Legal and Product Set-up Documentation	2 days	Mon 1/17/11	Tue 1/18/11	10	Irene Corrales
24		0%	Signs and Returns Legal and Product Set-up Documentation	10 days	Wed 1/19/11	Tue 2/1/11	23	Maricopa County
25		0%	**Account Opening**	**10 days**	**Mon 1/17/11**	**Fri 1/28/11**		
26		0%	Reserve Account Numbers for Client	1 day	Mon 1/17/11	Mon 1/17/11	10	Irene Corrales
27		0%	Provide Client with Account Opening Documentation	1 day	Tue 1/18/11	Tue 1/18/11	26	Irene Corrales
28		0%	Client Returns Account Opening Documentation	5 days	Wed 1/19/11	Tue 1/25/11	27	Maricopa County

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
29		0%	JPMorgan Opens Accounts	3 days	Wed 1/26/11	Fri 1/28/11	28	Irene Corrales
30		**0%**	**ACH Debit Blocking**	**12 days**	**Wed 1/19/11**	**Thu 2/3/11**		
31		0%	Complete, Execute & Return ACH Debit Blocking Set-up Forms	2 days	Wed 1/19/11	Thu 1/20/11	23	Maricopa County
32		0%	Submit Set-up Request to Operations	2 days	Mon 1/31/11	Tue 2/1/11	31,29	Irene Corrales
33		0%	Advise Client of Completed Set-up	2 days	Wed 2/2/11	Thu 2/3/11	32	Irene Corrales
34		0%	ACH Debit Block Setup Complete	0 days	Thu 2/3/11	Thu 2/3/11	33	
35		**0%**	**ACH (US) Direct Transmission**	**21 days**	**Wed 1/19/11**	**Wed 2/16/11**		
36		0%	Confirm ACH Set-up Requirements	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
37		0%	Secure Technical Resources for ACH Connectivity Setup and Testing	5 days	Fri 1/21/11	Thu 1/27/11	36	Maricopa County
38		0%	Submit Set-up Request to Operations	1 day	Mon 1/31/11	Mon 1/31/11	29,36	Irene Corrales
39		0%	Assign Systems Implementation Resource	1 day	Tue 2/1/11	Tue 2/1/11	38	Chase Systems Impl Mgr
40		0%	Finalize Set-up Details with Client	2 days	Wed 2/2/11	Thu 2/3/11	39	Chase Systems Impl Mgr
41		0%	Review ACH File Specifications with Client	2 days	Fri 2/4/11	Mon 2/7/11	40	Chase Systems Impl Mgr
42		0%	Provide ACH Origin and Company ID Numbers to Client	2 days	Tue 2/8/11	Wed 2/9/11	41	Irene Corrales/Chase Systems Impl Mgr
43		0%	Submit Connectivity Request	1 day	Fri 2/4/11	Fri 2/4/11	40	Chase Systems Impl Mgr
44		0%	Connectivity Resource Assigned	5 days	Mon 2/7/11	Fri 2/11/11	43	Chase Connectivity Analyst
45		0%	Establish and Test Connectivity	3 days	Mon 2/14/11	Wed 2/16/11	44	Chase Connectivity Analyst/Maricopa County
46		0%	Complete and Execute Infodex User Setup Form for File Validation and Release	5 days	Fri 2/4/11	Thu 2/10/11	23,40	Maricopa County
47		0%	Submit Infodex User Setup Form	1 day	Fri 2/11/11	Fri 2/11/11	46	Irene Corrales
48		**0%**	**Business Deposit Express**	**10 days**	**Wed 1/19/11**	**Tue 2/1/11**		
49		0%	Interview Client and Complete Business Deposit Express Questionnaire	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales
50		0%	Review and Agree on Proximity Study	5 days	Wed 1/19/11	Tue 1/25/11	23	Relationship Mgr/Maricopa County/Irene Corrales
51		0%	Submit Set-up Request to Operations	1 day	Wed 1/26/11	Wed 1/26/11	50,49	Irene Corrales
52		0%	Client to Order Supplies for Making Deposits (Deposit Bags, Deposit Tickets, etc)	5 days	Fri 1/21/11	Thu 1/27/11	49	Maricopa County
53		0%	Send Out Business Deposit Welcome Kits to Stores	3 days	Thu 1/27/11	Mon 1/31/11	51	Chase
54		0%	Advise Client of Completed Set-up	1 day	Tue 2/1/11	Tue 2/1/11	53	Irene Corrales
55		**0%**	**Cash Vault Services**	**13 days**	**Wed 1/19/11**	**Fri 2/4/11**		
56		0%	Identify Store Locations and Armed Courier Services	2 days	Wed 1/19/11	Thu 1/20/11	23	Maricopa County
57		0%	Review and Agree on Proximity Study	5 days	Wed 1/19/11	Tue 1/25/11	23	Relationship Mgr/Maricopa County/Irene Corrales
58		0%	Interview Client and Complete Cash Services Vault Questionnaire	2 days	Wed 1/26/11	Thu 1/27/11	56,57	Irene Corrales

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
59		0%	Submit Set-up Request to Operations	2 days	Fri 1/28/11	Mon 1/31/11	58	Irene Corrales
60		**0%**	**Cash Disbursements**	**3 days**	**Fri 1/28/11**	**Tue 2/1/11**		
61		0%	Set up Virtual Vault Locations	2 days	Fri 1/28/11	Mon 1/31/11	58	Chase
62		0%	If Client is Ordering Cash, JPM to Provide Client with VRU Instructions	1 day	Tue 2/1/11	Tue 2/1/11	61	Chase
63		**0%**	**Cash Deposits**	**6 days**	**Fri 1/28/11**	**Fri 2/4/11**		
64		0%	Client to Order Supplies for Making Deposits (Deposit Bags, Deposit Tickets, etc)	5 days	Fri 1/28/11	Thu 2/3/11	58	Maricopa County
65		0%	Advise Client of Completed Set-up	1 day	Fri 2/4/11	Fri 2/4/11	64	Irene Corrales
66		**0%**	**Check Returns**	**13 days**	**Wed 1/19/11**	**Fri 2/4/11**		
67		0%	Review and Complete Check Return Questionnaire	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
68		0%	Submit Set-up Request to Operations	2 days	Mon 1/31/11	Tue 2/1/11	67,29	Irene Corrales
69		0%	Advise Client of Completed Set-up	3 days	Wed 2/2/11	Fri 2/4/11	68	Irene Corrales
70		**0%**	**Check Print Outsourcing**	**32 days**	**Wed 1/19/11**	**Thu 3/3/11**		
71		0%	Assign Systems Implementation Resource	1 day	Wed 1/19/11	Wed 1/19/11	23	Chase Systems Impl Mgr
72		0%	Interview Client and Gather Check Print Requirements (Sample Document, Artwork and Signatures)	5 days	Mon 1/31/11	Fri 2/4/11	71,29	Irene Corrales/Chase Systems Impl Mgr/Maricopa County
73		0%	Submit Check Print Set-up Request to Operations	2 days	Mon 2/7/11	Tue 2/8/11	72	Irene Corrales/Chase Systems Impl Mgr
74		0%	Creates Mockup	3 days	Wed 2/9/11	Fri 2/11/11	73	Chase
75		0%	Review and Approve Mockup	2 days	Mon 2/14/11	Tue 2/15/11	74	Maricopa County
76		0%	Programs Code Based on Approved Design/Mockup	12 days	Wed 2/16/11	Thu 3/3/11	75	Chase
77		**0%**	**End of Day Investment Sweep**	**13 days**	**Wed 1/19/11**	**Fri 2/4/11**		
78		0%	Complete, Execute & Return End of Day Sweep Agreement	2 days	Wed 1/19/11	Thu 1/20/11	23	Maricopa County
79		0%	Submit Set-up Request to Operations	2 days	Mon 1/31/11	Tue 2/1/11	78,29	Irene Corrales
80		0%	Advise Client of Completed Set-up	3 days	Wed 2/2/11	Fri 2/4/11	79	Irene Corrales
81		**0%**	**Host-to-Host (H2H)/Connectivity**	**16 days**	**Wed 1/19/11**	**Wed 2/9/11**		
82		0%	Provide Connectivity Guide, Questionnaire and Security Administration Designation Form to Client	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
83		0%	Complete & Return Connectivity Questionnaire and Security Administration Designation Form	5 days	Thu 1/20/11	Wed 1/26/11	82	Maricopa County
84		0%	Provide Connectivity Questionnaire & Security Adminstration Designation Form to Systems Implementation/Technical Project Manager	1 day	Thu 1/27/11	Thu 1/27/11	83	Irene Corrales
85		0%	Submit Connectivity Request	1 day	Fri 1/28/11	Fri 1/28/11	84	Chase Systems Impl Mgr
86		0%	Connectivity Resource Assigned	5 days	Mon 1/31/11	Fri 2/4/11	85	Chase Connectivity Analyst
87		0%	Set up Connectivity Test Region	3 days	Mon 2/7/11	Wed 2/9/11	86	Chase Connectivity Analyst/Maricopa

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
88		0%	**Image Cash Letter (ICL)**	**11 days**	**Wed 1/19/11**	**Wed 2/2/11**		
89		0%	Interview Client and Complete ICL Questionnaire	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales/Chase Impl Mgr/Maricopa County
90		0%	Assign Systems Implementation Resource	1 day	Thu 1/20/11	Thu 1/20/11	89	Chase Systems Impl Mgr
91		0%	Determine if Special Check Return Instructions are Required	1 day	Thu 1/20/11	Thu 1/20/11	89	Irene Corrales/Chase Systems Impl Mgr
92		0%	Submit Set-up Request to Operations	1 day	Fri 1/21/11	Fri 1/21/11	91	Irene Corrales/Chase Systems Impl Mgr
93		0%	Send File Specifications to Client	1 day	Fri 1/21/11	Fri 1/21/11	91	Irene Corrales/Chase Systems Impl Mgr
94		0%	Submit Connectivity Request	1 day	Fri 1/21/11	Fri 1/21/11	90	Chase Systems Impl Mgr
95		0%	Connectivity Resource Assigned	5 days	Mon 1/24/11	Fri 1/28/11	94	Chase Connectivity Analyst
96		0%	Establish and Test Connectivity	3 days	Mon 1/31/11	Wed 2/2/11	95	Chase Connectivity Analyst/Maricopa County
97		0%	**Internet Statements**	**13 days**	**Wed 1/19/11**	**Fri 2/4/11**		
98		0%	Review & Complete Internet Statements Enrollment Form with Client	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
99		0%	Submit Set-up Request to Operations	2 days	Mon 1/31/11	Tue 2/1/11	98,29	Irene Corrales
100		0%	Advise Client of Completed Set-up	3 days	Wed 2/2/11	Fri 2/4/11	99	Irene Corrales
101		0%	**JPMorgan Access**	**18 days**	**Wed 1/19/11**	**Fri 2/11/11**		
102		0%	Confirm Accounts & Services; Review & Complete Set-up Documents	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
103		0%	Complete, Execute & Return Security Administrator Designation Form (SADF)	1 day	Wed 1/19/11	Wed 1/19/11	23	Maricopa County
104		0%	Submit Set-up Request to Operations	1 day	Mon 1/31/11	Mon 1/31/11	103,29	Irene Corrales
105		0%	SecurID Tokens & Activation E-mail Sent to Client Security Administrators	1 day	Tue 2/1/11	Tue 2/1/11	104	Chase
106		0%	Security Administrators Complete Token Activation Process	1 day	Wed 2/2/11	Wed 2/2/11	105	Maricopa County
107		0%	Security Administrators Log onto JPMorgan Access	1 day	Thu 2/3/11	Thu 2/3/11	106	Maricopa County
108		0%	Coordinate & Schedule Security Administrator Training	1 day	Fri 2/4/11	Fri 2/4/11	107	Irene Corrales/Maricopa County
109		0%	Security Administrators Complete User and Entitlement Set-up	1 day	Fri 2/4/11	Fri 2/4/11	107	Maricopa County
110		0%	Coordinate & Schedule User/Product Training	1 day	Mon 2/7/11	Mon 2/7/11	109	Irene Corrales/Maricopa County
111		0%	Client Users Log onto JPMorgan Access	1 day	Tue 2/8/11	Tue 2/8/11	110	Maricopa County
112		0%	**ACH File Upload via ACCESS**	**16 days**	**Fri 1/21/11**	**Fri 2/11/11**		
113		0%	Provide Client with the ACCESS ACH File Upload Specifications	1 day	Fri 1/21/11	Fri 1/21/11	102	Irene Corrales
114		0%	Secure ACCESS Technical Resource	2 days	Mon 1/24/11	Tue 1/25/11	113	Irene Corrales
115		0%	Review ACH File Upload Specifications	3 days	Wed 1/26/11	Fri 1/28/11	114	Maricopa County/Chase Technical Resource
116		0%	Create ACH File for Upload via ACCESS	5 days	Mon 1/31/11	Fri 2/4/11	115	Maricopa County
117		0%	Test ACH File for Upload via ACCESS	3 days	Tue 2/8/11	Thu 2/10/11	116,110	Maricopa County/Chase Technical Resource

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
118		0%	Begin Processing ACH File via ACCESS	1 day	Fri 2/11/11	Fri 2/11/11	117	Maricopa County
119		0%	**JPMAccess Direct Transmission**	**14 days**	**Wed 1/19/11**	**Mon 2/7/11**		
120		0%	Identify Accounts to be Added for BAI Reporting	1 day	Wed 1/19/11	Wed 1/19/11	23	Maricopa County
121		0%	Confirm Set-up Details with Client	1 day	Thu 1/20/11	Thu 1/20/11	120	Irene Corrales
122		0%	Submit Set-up Request to Operations	1 day	Fri 1/21/11	Fri 1/21/11	121	Irene Corrales
123		0%	Assign Systems Implementation Resource	1 day	Mon 1/24/11	Mon 1/24/11	122	Chase Systems Impl Mgr
124		0%	Finalize Set-up Details with Client	1 day	Tue 1/25/11	Tue 1/25/11	123	Chase Systems Impl Mgr/Maricopa County
125		0%	Input Set-up Requirements on JPMorgan Back Office Systems	1 day	Wed 1/26/11	Wed 1/26/11	124	Chase
126		0%	Submit Connectivity Request	1 day	Wed 1/26/11	Wed 1/26/11	124	Chase Systems Impl Mgr
127		0%	Connectivity Resource Assigned	5 days	Thu 1/27/11	Wed 2/2/11	126	Chase Connectivity Analyst
128		0%	Establish and Test Connectivity	3 days	Thu 2/3/11	Mon 2/7/11	127	Chase Connectivity Analyst/Maricopa County
129		0%	**Lockbox (Retail)**	**81 days**	**Wed 1/19/11**	**Wed 5/11/11**		
130		0%	**Setup Caller Box at USPS**	**10 days**	**Wed 1/19/11**	**Tue 2/1/11**		
131		0%	Provide Sample Authorization Letter to Client	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
132		0%	Complete Caller Box Authorization Letter	3 days	Thu 1/20/11	Mon 1/24/11	131	Maricopa County
133		0%	Provide Check payable to USPS	3 days	Thu 1/20/11	Mon 1/24/11	131	Maricopa County
134		0%	Send Copy of Drivers License	3 days	Thu 1/20/11	Mon 1/24/11	131	Maricopa County
135		0%	Authorization Letter on Company Letterhead	3 days	Thu 1/20/11	Mon 1/24/11	131	Maricopa County
136		0%	Forward all Documents to Lockbox Operations	1 day	Tue 1/25/11	Tue 1/25/11	135	Irene Corrales
137		0%	Forward all Documents to USPS and Confirm Lockbox Reserved	5 days	Wed 1/26/11	Tue 2/1/11	136	Chase Lbx Ops
138		0%	Caller Lockbox Setup Complete	0 days	Tue 2/1/11	Tue 2/1/11	137	Irene Corrales
139		0%	**Retail Lockbox Set-up**	**80 days**	**Wed 1/19/11**	**Tue 5/10/11**		
140		0%	Provide Reserved Lockbox Number to Client	1 day	Wed 2/2/11	Wed 2/2/11	138	Irene Corrales
141		0%	Review and Complete Retail Lockbox Questionnaire	5 days	Wed 1/19/11	Tue 1/25/11	23	Irene Corrales/Maricopa County
142		0%	Submit Set-up Request to Operations	2 days	Thu 2/3/11	Fri 2/4/11	141,140	Irene Corrales
143		0%	Setup Client in Test Environment	5 days	Mon 2/7/11	Fri 2/11/11	142	Chase Lbx Ops
144		0%	Set up Lockbox and Processing Instructions in Production	5 days	Wed 5/4/11	Tue 5/10/11	324	Chase Lbx Ops
145		0%	Advise Team of Completed Set-up	0 days	Tue 5/10/11	Tue 5/10/11	144	Irene Corrales
146		0%	**Receivables Edge**	**5 days**	**Tue 5/3/11**	**Mon 5/9/11**		

SAMPLE

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
147	0%	Set up Receivables Edge	2 days	Tue 5/3/11	Wed 5/4/11	142,323	Chase
148	0%	Complete User and Entitlement Set-up in Receivables Edge	1 day	Thu 5/5/11	Thu 5/5/11	147	Maricopa County
149	0%	Users Activate Receivables Edge ID	1 day	Fri 5/6/11	Fri 5/6/11	148	Maricopa County
150	0%	Participate in Receivables Edge Training	1 day	Mon 5/9/11	Mon 5/9/11	149	Maricopa County
151	0%	Advise Client of Completed Set-up	0 days	Mon 5/9/11	Mon 5/9/11	150	Irene Corrales
152	**0%**	**Virtual Remit**	**81 days**	**Wed 1/19/11**	**Wed 5/11/11**		
153	0%	Interview Client and Complete Virtual Remit Section of Lockbox Questionnaire	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
154	0%	Submit Set-up Request to Operations	1 day	Thu 1/20/11	Thu 1/20/11	153	Irene Corrales
155	0%	Provide Set-up Information to Include within User Guide	1 day	Fri 1/21/11	Fri 1/21/11	154	Chase Operations
156	0%	Send Virtual Remit User Guide to Client	2 days	Mon 1/24/11	Tue 1/25/11	155	Irene Corrales
157	0%	Order Scanner Equipment from Superior Press	1 day	Wed 1/26/11	Wed 1/26/11	156	Maricopa County
158	0%	Scanner Equipment Sent to Client	2 days	Thu 1/27/11	Fri 1/28/11	157	Superior Press
159	0%	Complete Scanner & Software Installation	2 days	Mon 1/31/11	Tue 2/1/11	158	Maricopa County
160	0%	Begin Using Virtual Remit Service to Deposit Checks	1 day	Wed 5/11/11	Wed 5/11/11	159,144,147	Maricopa County
161	**0%**	**Data File Transmission**	**45 days**	**Mon 2/7/11**	**Fri 4/8/11**		
162	0%	Assign Systems Implementation Resource	1 day	Mon 2/7/11	Mon 2/7/11	142	Chase Systems Impl Mgr
163	0%	Provide Coupon Specifications to Client	2 days	Tue 2/8/11	Wed 2/9/11	162	Chase Systems Impl Mgr
164	0%	Provide File Format Specifications and Connectivity Options to Client	2 days	Tue 2/8/11	Wed 2/9/11	162	Chase Systems Impl Mgr
165	0%	Review & Finalize Data Transmission Requirements	5 days	Thu 2/10/11	Wed 2/16/11	163,164	Chase Systems Impl Mgr/Maricopa County
166	0%	Provide Sample Coupon Documents to JPMC	10 days	Thu 2/10/11	Wed 2/23/11	163	Maricopa County
167	0%	Submit Programming Request	1 day	Thu 2/24/11	Thu 2/24/11	166	Chase Systems Impl Mgr
168	0%	Complete Programming Based on Defined Lockbox Requirements	31 days	Fri 2/25/11	Fri 4/8/11	167	Technology,Chase Lbx Ops
169	0%	Submit Connectivity Request	1 day	Thu 2/17/11	Thu 2/17/11	165	Chase Systems Impl Mgr
170	0%	Connectivity Resource Assigned	5 days	Fri 2/18/11	Thu 2/24/11	169	Chase Connectivity Analyst
171	0%	Establish and Test Connectivity	5 days	Fri 2/25/11	Thu 3/3/11	170	Chase Connectivity Analyst/Maricopa County,Chase Connectivity
172	**0%**	**Lockbox (Wholesale)**	**43 days**	**Wed 1/19/11**	**Fri 3/18/11**		
173	**0%**	**Lockbox Set-up**	**42 days**	**Wed 1/19/11**	**Thu 3/17/11**		
174	0%	Provide Reserved Lockbox Number to Client	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
175	0%	Review and Complete Wholesale Questionnaire	5 days	Thu 1/20/11	Wed 1/26/11	174	Irene Corrales/Maricopa County
176	0%	Submit Set-up Request to Operations	1 day	Thu 1/27/11	Thu 1/27/11	175	Irene Corrales

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
177		0%	Set up Lockbox and Processing Instructions in Production	5 days	Fri 3/11/11	Thu 3/17/11	176,337	Chase Lbx Ops
178		0%	Advise Team of Completed Set-up	0 days	Thu 3/17/11	Thu 3/17/11	177	
179		0%	**Receivables Edge**	**5 days**	**Fri 3/11/11**	**Thu 3/17/11**		
180		0%	Set up Receivables Edge	2 days	Fri 3/11/11	Mon 3/14/11	176,337	Chase
181		0%	Complete User and Entitlement Set-up in Receivables Edge	1 day	Tue 3/15/11	Tue 3/15/11	180	Maricopa County
182		0%	Users Activate Receivables Edge ID	1 day	Wed 3/16/11	Wed 3/16/11	181	Maricopa County
183		0%	Participate in Receivables Edge Training	1 day	Thu 3/17/11	Thu 3/17/11	182	Maricopa County
184		0%	Advise Client of Completed Set-up	0 days	Thu 3/17/11	Thu 3/17/11	183	Irene Corrales
185		0%	**Virtual Remit**	**43 days**	**Wed 1/19/11**	**Fri 3/18/11**		
186		0%	Interview Client and Complete Virtual Remit Section of Lockbox Questionnaire	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
187		0%	Submit Set-up Request to Operations	1 day	Thu 1/20/11	Thu 1/20/11	186	Irene Corrales
188		0%	Provide Set-up Information to Include within User Guide	1 day	Fri 1/21/11	Fri 1/21/11	187	Chase Operations
189		0%	Send Virtual Remit User Guide to Client	2 days	Mon 1/24/11	Tue 1/25/11	188	Irene Corrales
190		0%	Order Scanner Equipment from Superior Press	1 day	Wed 1/26/11	Wed 1/26/11	189	Maricopa County
191		0%	Scanner Equipment Sent to Client	2 days	Thu 1/27/11	Fri 1/28/11	190	Superior Press
192		0%	Complete Scanner & Software Installation	2 days	Mon 1/31/11	Tue 2/1/11	191	Maricopa County
193		0%	Begin Using Virtual Remit Service to Deposit Checks	1 day	Fri 3/18/11	Fri 3/18/11	192,177,180	Maricopa County
194		0%	**Data File Transmission**	**18 days**	**Thu 1/27/11**	**Mon 2/21/11**		
195		0%	Assign Systems Implementation Resource	1 day	Thu 1/27/11	Thu 1/27/11	175	Chase Systems Impl Mgr,JPM PaySource Project Mgr/JPM PaySource
196		0%	Provide File Format Specifications and Connectivity Options to Client	1 day	Fri 1/28/11	Fri 1/28/11	195	Chase Systems Impl Mgr
197		0%	Review & Finalize Data Transmission Requirements	5 days	Mon 1/31/11	Fri 2/4/11	196	Chase Systems Impl Mgr/Maricopa County
198		0%	Provide Sample Test Documents to JPMC	5 days	Mon 1/31/11	Fri 2/4/11	196	Maricopa County
199		0%	Submit Programming Request	1 day	Mon 2/7/11	Mon 2/7/11	197,198	Chase Systems Impl Mgr
200		0%	Complete Programming Based on Defined Lockbox Requirements	10 days	Tue 2/8/11	Mon 2/21/11	199	Programmer
201		0%	Submit Connectivity Request	1 day	Mon 2/7/11	Mon 2/7/11	197	Chase Systems Impl Mgr
202		0%	Connectivity Resource Assigned	5 days	Tue 2/8/11	Mon 2/14/11	201	Chase Connectivity Analyst
203		0%	Establish and Test Connectivity	5 days	Tue 2/15/11	Mon 2/21/11	202	Chase Connectivity Analyst/Maricopa County
204		0%	**Payables Web Service (PWS)**	**18 days**	**Wed 1/19/11**	**Fri 2/11/11**		
205		0%	Confirm Accounts & Services; Review & Complete Set-up Documents	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
206		0%	Complete, Execute & Return Security Administrator Designation Form (SADF)	1 day	Wed 1/19/11	Wed 1/19/11	23	Maricopa County

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
207		0%	Submit Set-up Request to Operations	1 day	Mon 1/31/11	Mon 1/31/11	206,29	Irene Corrales
208		0%	SecurID Tokens & Activation E-mail Sent to Client Security Administrators	1 day	Tue 2/1/11	Tue 2/1/11	207	Chase
209		0%	Security Administrators Complete Token Activation Process	1 day	Wed 2/2/11	Wed 2/2/11	208	Maricopa County
210		0%	Security Administrators Log onto JPMorgan Access	1 day	Thu 2/3/11	Thu 2/3/11	209	Maricopa County
211		0%	Coordinate & Schedule Security Administrator Training	3 days	Fri 2/4/11	Tue 2/8/11	210	Irene Corrales/Maricopa County
212		0%	Security Administrators Complete User and Entitlement Set-up	1 day	Wed 2/9/11	Wed 2/9/11	211	Maricopa County
213		0%	Coordinate & Schedule User/Product Training	1 day	Thu 2/10/11	Thu 2/10/11	212	Irene Corrales/Maricopa County
214		0%	Client Users Log onto PWS	1 day	Fri 2/11/11	Fri 2/11/11	213	Maricopa County
215		0%	Setup Complete	0 days	Fri 2/11/11	Fri 2/11/11	214	
216		**0%**	**PWS Check Print**	**12 days**	**Wed 1/19/11**	**Thu 2/3/11**		
217		0%	Provide Check Print Implementation Guide to Client	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
218		0%	Confirm Check Print Requirements with Client	3 days	Thu 1/20/11	Mon 1/24/11	217	Irene Corrales/Maricopa County
219		0%	Return Executed Check Print Signature Card	3 days	Tue 1/25/11	Thu 1/27/11	218	Maricopa County
220		0%	Creat Digitized Signature from Check Print Signature Card & Provide to Client	5 days	Fri 1/28/11	Thu 2/3/11	219	Chase
221		0%	Submit Set-up Request to Operations	1 day	Tue 1/25/11	Tue 1/25/11	218	Irene Corrales
222		0%	J.P. Morgan Enables Module and Accounts for Check Print Service	5 days	Wed 1/26/11	Tue 2/1/11	221	Chase
223		0%	Security Administrators Complete User and Entitlement Set-up	1 day	Wed 2/2/11	Wed 2/2/11	222	Maricopa County
224		**0%**	**Payee Verification (PVE)**	**11 days**	**Wed 1/19/11**	**Wed 2/2/11**		
225		0%	Confirm Set-up Details with Client	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
226		0%	Provide Client with PVE Requirements	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales/Maricopa County
227		0%	Advise Client of Check Testing Requirements	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
228		0%	Submit ARP & PWS Set-up Requests to Operations	2 days	Mon 1/31/11	Tue 2/1/11	227,29	Irene Corrales
229		0%	Notify Client when Setup Complete	1 day	Wed 2/2/11	Wed 2/2/11	228	Irene Corrales
230		0%	Setup Complete/Begin Testing	0 days	Wed 2/2/11	Wed 2/2/11	229	
231		**0%**	**PaySource**	**16 days**	**Wed 1/19/11**	**Wed 2/9/11**		
232		0%	Confirm Set-up Details with Client	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
233		0%	Submit EDS PaySource Workorder Request	1 day	Mon 1/31/11	Mon 1/31/11	29,232	Irene Corrales
234		0%	Assign PaySource Project Manager/Release Manager	2 days	Tue 2/1/11	Wed 2/2/11	233	Chase PaySource Project Mgr/Chase PaySource Release Mgr
235		0%	Review Statement of Work with Client	1 day	Thu 2/3/11	Thu 2/3/11	234	Chase PaySource Project Mgr
236		0%	Approve Statement of Work	2 days	Fri 2/4/11	Mon 2/7/11	235	Maricopa County

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
237		0%	Conduct Technical/Mapping Discussion	5 days	Thu 2/3/11	Wed 2/9/11	234	JPM PaySource Project Mgr/JPM PaySource Release Mgr/Client,Superior
238		0%	Create Client JCL Procedures for Test and Production	5 days	Thu 2/3/11	Wed 2/9/11	234	Chase PaySource Release Mgr
239		**0%**	**Positive Pay**	**17 days**	**Wed 1/19/11**	**Thu 2/10/11**		
240		0%	Confirm Set-up Details with Client	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
241		0%	Provide Client MICR Specification Sheet	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
242		0%	Provide Overview of Check Testing Requirements & File Specifications	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
243		0%	Submit ARP & PWS Set-up Requests to Operations	5 days	Thu 1/20/11	Wed 1/26/11	242	Irene Corrales
244		0%	Notify Client when Setup Complete	1 day	Thu 1/27/11	Thu 1/27/11	243	Irene Corrales
245		**0%**	**Data File Transmission**	**11 days**	**Thu 1/27/11**	**Thu 2/10/11**		
246		0%	Assign Systems Implementation Resource	1 day	Thu 1/27/11	Thu 1/27/11	243	Chase Systems Impl Mgr
247		0%	Contact Client to Review File Creation and Testing Process	1 day	Fri 1/28/11	Fri 1/28/11	246	Chase Systems Impl Mgr
248		0%	Provide Client with Check Issue/Paid File Specifications	1 day	Mon 1/31/11	Mon 1/31/11	247	Irene Corrales/Chase Systems Impl Mgr
249		0%	Submit Connectivity Request	1 day	Mon 1/31/11	Mon 1/31/11	247	Chase Systems Impl Mgr
250		0%	Connectivity Resource Assigned	5 days	Tue 2/1/11	Mon 2/7/11	249	Chase Connectivity Analyst
251		0%	Establish and Test Connectivity	3 days	Tue 2/8/11	Thu 2/10/11	250	Chase Connectivity Analyst/Maricopa County
252		0%	Setup Complete/Begin Testing Phase	0 days	Thu 2/10/11	Thu 2/10/11	245,247	
253		**0%**	**ReceiptStream**	**22 days**	**Wed 1/19/11**	**Thu 2/17/11**		
254		0%	Confirm Set-up Details with Client	2 days	Wed 1/19/11	Thu 1/20/11	23	Irene Corrales/Maricopa County
255		0%	Submit ReceiptStream Questionnaire to Operations	2 days	Mon 1/31/11	Tue 2/1/11	254,29	Irene Corrales
256		0%	Advise Client of Completed Set-up	3 days	Wed 2/2/11	Fri 2/4/11	255	Irene Corrales
257		**0%**	**Data File Transmission**	**12 days**	**Wed 2/2/11**	**Thu 2/17/11**		
258		0%	Assign Systems Implementation Resource	1 day	Wed 2/2/11	Wed 2/2/11	24	Chase Systems Impl Mgr
259		0%	Finalize Set-up Details with Client	2 days	Thu 2/3/11	Fri 2/4/11	258	Chase Systems Impl Mgr
260		0%	Complete Set-up/Programming Based on Questionnaire	5 days	Mon 2/7/11	Fri 2/11/11	259	Chase
261		0%	Submit Connectivity Request	1 day	Mon 2/7/11	Mon 2/7/11	259	Chase Systems Impl Mgr
262		0%	Connectivity Resource Assigned	5 days	Tue 2/8/11	Mon 2/14/11	261	Chase Connectivity Analyst
263		0%	Establish and Test Connectivity	3 days	Tue 2/15/11	Thu 2/17/11	262	Chase Connectivity Analyst/Maricopa County
264		**0%**	**Zero Balance Account (ZBA)**	**13 days**	**Wed 1/19/11**	**Fri 2/4/11**		
265		0%	Complete, Execute & Return US Cash Concentration Agreement	2 days	Wed 1/19/11	Thu 1/20/11	23	Maricopa County

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
266		0%	Submit Set-up Request to Operations	2 days	Mon 1/31/11	Tue 2/1/11	265,29	Irene Corrales
267		0%	Advise Client of Completed Set-up	3 days	Wed 2/2/11	Fri 2/4/11	266	Irene Corrales
268		0%	Documentation & Service Set-up Phase Complete	0 days	Wed 5/11/11	Wed 5/11/11	84,81,66,129,48,70	
269		0%	**Testing and Go Live Phase**	**81 days**	**Wed 1/19/11**	**Wed 5/11/11**		
270		0%	**ACH Direct Send File**	**15 days**	**Tue 2/8/11**	**Mon 2/28/11**		
271		0%	Create Test File	4 days	Tue 2/8/11	Fri 2/11/11	41	Maricopa County
272		0%	Send Test File to JPMorgan via Chosen Connectivity Method	1 day	Thu 2/17/11	Thu 2/17/11	45,271	Maricopa County
273		0%	Tests File and Provide Feedback to Client	3 days	Fri 2/18/11	Tue 2/22/11	272	Chase Systems Impl Mgr
274		0%	Send Transaction Journal/Return File to Client via Chosen Connectivity Method	1 day	Wed 2/23/11	Wed 2/23/11	273	Chase Systems Impl Mgr
275		0%	Tests File and Provide Feedback to JPMorgan	3 days	Thu 2/24/11	Mon 2/28/11	274	Maricopa County
276		0%	Sign-off on File Testing	1 day	Fri 2/18/11	Fri 2/18/11	272	JPM Impl Project Mgr/JPM Systems Impl Mgr/Client
277		0%	Execute & Return Security Administration Designation Form	1 day	Mon 2/14/11	Mon 2/14/11	271	Maricopa County
278		0%	Submit Connectivity Production Keys to Security Team	2 days	Tue 2/15/11	Wed 2/16/11	277	Maricopa County
279		0%	Confirm Connectivity Production Keys are in Place	2 days	Thu 2/17/11	Fri 2/18/11	278	Chase Connectivity Analyst
280		0%	Establish Connectivity in Production	5 days	Mon 2/21/11	Fri 2/25/11	279	Chase Connectivity Analyst/Maricopa County
281		0%	Build Infodex Users and Provide Passwords and User Guide	3 days	Mon 2/21/11	Wed 2/23/11	276	Chase Systems Impl Mgr/Chase
282		0%	Activate ACH Service in Production	2 days	Mon 2/21/11	Tue 2/22/11	276	Chase Systems Impl Mgr
283		0%	Transmit First Production ACH File to JPMorgan	1 day	Mon 2/28/11	Mon 2/28/11	282,280	Maricopa County
284		0%	Confirm Receipt of First Production File	0 days	Mon 2/28/11	Mon 2/28/11	283	Chase Systems Impl Mgr
285		0%	Set-up Complete	0 days	Mon 2/28/11	Mon 2/28/11	284	
286		0%	**Host-to-Host (H2H)/Connectivity**	**13 days**	**Thu 2/10/11**	**Mon 2/28/11**		
287		0%	Conduct Connectivity Testing	3 days	Thu 2/10/11	Mon 2/14/11	87	Chase Connectivity Analyst/Maricopa County
288		0%	Sign-off on File Testing	1 day	Tue 2/15/11	Tue 2/15/11	287	Chase Systems Impl Mgr/Maricopa County
289		0%	Submit Connectivity Production Keys to Security Team	2 days	Tue 2/15/11	Wed 2/16/11	83,287	Maricopa County
290		0%	Confirm Connectivity Production Keys are in Place	2 days	Thu 2/17/11	Fri 2/18/11	289	Chase Connectivity Analyst
291		0%	Establish Connectivity in Production	5 days	Mon 2/21/11	Fri 2/25/11	290	Chase Connectivity Analyst/Maricopa County
292		0%	Submit/Receive Production Verification File to/from JPMorgan	1 day	Mon 2/28/11	Mon 2/28/11	291	Maricopa County
293		0%	Confirm Successful Receipt/Send of File	0 days	Mon 2/28/11	Mon 2/28/11	292	Chase Connectivity Analyst/Maricopa County
294		0%	Set-up Complete	0 days	Mon 2/28/11	Mon 2/28/11	293	

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
295		0%	**Image Cash Letter (ICL)**	**13 days**	**Mon 1/31/11**	**Wed 2/16/11**		
296		0%	Send Test File to JPMorgan via Chosen Connectivity Method	1 day	Thu 2/3/11	Thu 2/3/11	96	Maricopa County
297		0%	Tests File and Provide Feedback to Client	1 day	Fri 2/4/11	Fri 2/4/11	296	Chase Systems Impl Mgr
298		0%	Conduct Additional File Testing (if applicable)	1 day	Mon 2/7/11	Mon 2/7/11	297	Chase Systems Impl Mgr/Maricopa County
299		0%	Sign-off on File Testing	1 day	Tue 2/8/11	Tue 2/8/11	298	JPM Impl Project Mgr/JPM Systems Impl Mgr/Client
300		0%	Establish Programs in Production	2 days	Wed 2/9/11	Thu 2/10/11	299	Chase Systems Impl Mgr/Maricopa County
301		0%	Execute & Return Security Administration Designation Form	1 day	Mon 1/31/11	Mon 1/31/11	95	Maricopa County
302		0%	Submit Connectivity Production Keys to Security Team	2 days	Tue 2/1/11	Wed 2/2/11	301	Maricopa County
303		0%	Confirm Connectivity Production Keys are in Place	2 days	Thu 2/3/11	Fri 2/4/11	302	Chase Connectivity Analyst
304		0%	Establish Connectivity in Production	5 days	Wed 2/9/11	Tue 2/15/11	299,303	Chase Systems Impl Mgr/Maricopa County
305		0%	Transmit Production Verification File to JPMorgan	1 day	Wed 2/16/11	Wed 2/16/11	300,304	Maricopa County
306		0%	Confirm Receipt of First Production File	0 days	Wed 2/16/11	Wed 2/16/11	305	Chase
307		0%	Set-up Complete	0 days	Wed 2/16/11	Wed 2/16/11	306	
308		0%	**JPMAccess Direct Transmission**	**21 days**	**Mon 1/24/11**	**Mon 2/21/11**		
309		0%	Send Test File to Client via Chosen Connectivity Method	1 day	Tue 2/8/11	Tue 2/8/11	125,128	Chase Systems Impl Mgr
310		0%	Tests File and Provide Feedback to JPMorgan	3 days	Wed 2/9/11	Fri 2/11/11	309	Maricopa County
311		0%	Sign-off on File Testing	1 day	Mon 2/14/11	Mon 2/14/11	310	JPM Impl Project Mgr/JPM Systems Impl Mgr/Client
312		0%	Establish Programs in Production	2 days	Tue 2/15/11	Wed 2/16/11	311	Chase Systems Impl Mgr/Technology/Maricpoa County
313		0%	Execute & Return Security Administration Designation Form	1 day	Mon 1/24/11	Mon 1/24/11	122	Maricopa County
314		0%	Submit Connectivity Production Keys to Security Team	2 days	Tue 1/25/11	Wed 1/26/11	313	Maricopa County
315		0%	Confirm Connectivity Production Keys are in Place	2 days	Thu 1/27/11	Fri 1/28/11	314	Chase Connectivity Analyst
316		0%	Establish Connectivity in Production	5 days	Tue 2/15/11	Mon 2/21/11	315,311	Chase Connectivity Analyst/Maricopa County
317		0%	Transmit First Production File to Client	0 days	Mon 2/21/11	Mon 2/21/11	316,312	Chase
318		0%	Confirm Receipt of First Production File	0 days	Mon 2/21/11	Mon 2/21/11	317	Maricopa County
319		0%	Set-up Complete	0 days	Mon 2/21/11	Mon 2/21/11	318	
320		0%	**Lockbox Testing (Retail)**	**23 days**	**Mon 4/11/11**	**Wed 5/11/11**		
321		0%	Provide Test File to Client via Chosen Connectivity Method	1 day	Mon 4/11/11	Mon 4/11/11	171,168	Chase Systems Impl Mgr
322		0%	Tests File and Provide Feedback to JPMorgan	5 days	Tue 4/12/11	Mon 4/18/11	321	Maricopa County
323		0%	Conduct Additional File Testing	10 days	Tue 4/19/11	Mon 5/2/11	322	Chase Systems Impl Mgr/Maricopa County
324		0%	Sign-off on File Testing	1 day	Tue 5/3/11	Tue 5/3/11	323	Chase Systems Impl Mgr/Maricopa County

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
325		0%	Establish Programs in Production	5 days	Wed 5/4/11	Tue 5/10/11	324	Chase Systems Impl Mgr/Technology/Maricopa County
326		0%	Execute & Return Security Administration Designation Form	2 days	Tue 4/12/11	Wed 4/13/11	321	Maricopa County
327		0%	Submit Connectivity Production Keys to Security Team	2 days	Thu 4/14/11	Fri 4/15/11	326	Maricopa County
328		0%	Confirm Connectivity Production Keys are in Place	2 days	Mon 4/18/11	Tue 4/19/11	327	Chase Connectivity Analyst
329		0%	Establish Connectivity in Production	5 days	Wed 4/20/11	Tue 4/26/11	328	Chase Connectivity Analyst/Maricopa County
330		0%	Transmit First Production Lockbox File to Client	1 day	Wed 5/11/11	Wed 5/11/11	329,325	Chase Systems Impl Mgr
331		0%	Confirm Receipt of Production Lockbox File	0 days	Wed 5/11/11	Wed 5/11/11	330	Maricopa County
332		0%	Set-up Complete	0 days	Wed 5/11/11	Wed 5/11/11	331	
333		**0%**	**Lockbox Testing (Wholesale)**	**19 days**	**Tue 2/22/11**	**Fri 3/18/11**		
334		0%	Provide Test File to Client via Chosen Connectivity Method	1 day	Tue 2/22/11	Tue 2/22/11	200,203	Chase Systems Impl Mgr
335		0%	Tests File and Provide Feedback to JPMorgan	5 days	Wed 2/23/11	Tue 3/1/11	334	Maricopa County
336		0%	Conduct Additional File Testing	6 days	Wed 3/2/11	Wed 3/9/11	335	Chase Systems Impl Mgr/Maricopa County
337		0%	Sign-off on File Testing	1 day	Thu 3/10/11	Thu 3/10/11	336	Chase Systems Impl Mgr/Maricopa County
338		0%	Establish Programs in Production	5 days	Fri 3/11/11	Thu 3/17/11	337	Chase Systems Impl Mgr/Maricopa County
339		0%	Execute & Return Security Administration Designation Form	1 day	Wed 3/2/11	Wed 3/2/11	335	Maricopa County
340		0%	Submit Connectivity Production Keys to Security Team	2 days	Thu 3/3/11	Fri 3/4/11	339	Maricopa County
341		0%	Confirm Connectivity Production Keys are in Place	2 days	Mon 3/7/11	Tue 3/8/11	340	Chase Connectivity Analyst
342		0%	Establish Connectivity in Production	5 days	Wed 3/9/11	Tue 3/15/11	341	Chase Connectivity Analyst/Maricopa County
343		0%	Transmit First Production Lockbox File to Client	1 day	Fri 3/18/11	Fri 3/18/11	338,342	Chase Systems Impl Mgr
344		0%	Confirm Receipt of Production Lockbox File	0 days	Fri 3/18/11	Fri 3/18/11	343	Maricopa County
345		0%	Set-up Complete	0 days	Fri 3/18/11	Fri 3/18/11	344	
346		**0%**	**MICR Testing**	**15 days**	**Wed 1/19/11**	**Tue 2/8/11**		
347		0%	Provide Client with MICR Specification Sheet for Check Printing	1 day	Wed 1/19/11	Wed 1/19/11	23	Irene Corrales
348		0%	Client Creates/Orders Checks	10 days	Thu 1/20/11	Wed 2/2/11	347	Maricopa County
349		0%	Client Forwards 20 Voided and Bursted Checks to JPMorgan for MICR Testing	1 day	Thu 2/3/11	Thu 2/3/11	348	Maricopa County
350		0%	Perform MICR Test	2 days	Fri 2/4/11	Mon 2/7/11	349	Irene Corrales
351		0%	Provide Test Feedback to Client	1 day	Tue 2/8/11	Tue 2/8/11	350	Irene Corrales
352		0%	If Successful, Advise Client to Begin Issuing Checks	0 days	Tue 2/8/11	Tue 2/8/11	351	Irene Corrales
353		0%	MICR Testing Complete	0 days	Tue 2/8/11	Tue 2/8/11	352	
354		**0%**	**Payee Verification**	**14 days**	**Thu 1/20/11**	**Tue 2/8/11**		

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
355		0%	Client Creates/Orders Checks	5 days	Thu 1/20/11	Wed 1/26/11	226,227	Maricopa County
356		0%	Client Forwards 20 Voided and Bursted Checks to JPMorgan for PVE Testing. Payee Name Included in Test Checks	1 day	Thu 1/27/11	Thu 1/27/11	355	Maricopa County
357		0%	Perform MICR Test	3 days	Fri 1/28/11	Tue 2/1/11	356	Irene Corrales/Chase
358		0%	Perform PVE Test	3 days	Wed 2/2/11	Fri 2/4/11	357	Irene Corrales
359		0%	Provide Test Feedback to Client	2 days	Mon 2/7/11	Tue 2/8/11	358	Irene Corrales
360		0%	If Successful, Activate PVE Service	0 days	Tue 2/8/11	Tue 2/8/11	359	Chase Systems Impl Mgr
361		0%	Setup Complete	0 days	Tue 2/8/11	Tue 2/8/11	360	
362		**0%**	**Positive Pay via Payables Web Services**	**21 days**	**Thu 1/20/11**	**Thu 2/17/11**		
363		0%	Security Administrators Entitle and Approve Users	1 day	Wed 2/9/11	Wed 2/9/11	211,222,244	Maricopa County
364		0%	Client Creates Test Check Issue File	5 days	Thu 1/20/11	Wed 1/26/11	242	Maricopa County
365		0%	Client Uploads Check Issue Test File into Payables Web Services During Training Session	1 day	Thu 2/10/11	Thu 2/10/11	363,364	Maricopa County
366		0%	Feedback Provided, Corrections Made, Corrected Test File Uploaded	1 day	Fri 2/11/11	Fri 2/11/11	365	Maricopa County/Chase Training
367		0%	Sign-off on File Testing	1 day	Wed 2/16/11	Wed 2/16/11	366,394	Maricopa County
368		0%	Submit First Check Issue File in Production	1 day	Thu 2/17/11	Thu 2/17/11	367	Maricopa County
369		0%	Activate Positive Pay Service and Payee Verification (if applicable)	0 days	Thu 2/17/11	Thu 2/17/11	368	Maricopa County
370		0%	Confirm Receipt of Production Check Issue File	0 days	Thu 2/17/11	Thu 2/17/11	369	Irene Corrales
371		0%	Setup Complete	0 days	Thu 2/17/11	Thu 2/17/11	370	
372		**0%**	**Positive Pay via Direct Transmission**	**12 days**	**Fri 2/11/11**	**Mon 2/28/11**		
373		0%	Client Transmits Test Check Issue File to JPMorgan	1 day	Fri 2/11/11	Fri 2/11/11	251	Maricopa County
374		0%	Test Check Issue File with Payee Information (if applicable)	2 days	Mon 2/14/11	Tue 2/15/11	373	Chase Systems Impl Mgr
375		0%	Provide Test Feedback to Client	1 day	Wed 2/16/11	Wed 2/16/11	374	Chase Systems Impl Mgr
376		0%	Provide Test Check Paid File to Client If Included with Full Reconciliation	2 days	Wed 2/16/11	Thu 2/17/11	374	Chase Systems Impl Mgr
377		0%	Tests File and Provide Feedback to JPMorgan	2 days	Fri 2/18/11	Mon 2/21/11	376	Maricopa County
378		0%	Sign-off on File Testing	1 day	Tue 2/22/11	Tue 2/22/11	377	Chase Systems Impl Mgr/Maricopa County
379		0%	Execute & Return Security Administration Designation Form	2 days	Fri 2/11/11	Mon 2/14/11	251	Maricopa County
380		0%	Submit Connectivity Production Keys to Security Team	2 days	Tue 2/15/11	Wed 2/16/11	379	Maricopa County
381		0%	Confirm Connectivity Production Keys are in Place	2 days	Thu 2/17/11	Fri 2/18/11	380	Chase Connectivity Analyst
382		0%	Establish Connectivity in Production	5 days	Mon 2/21/11	Fri 2/25/11	381	Chase Connectivity Analyst/Maricopa County
383		0%	Security Administrators Entitle and Approve Users	1 day	Tue 2/22/11	Tue 2/22/11	377	Maricopa County

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
384		0%	Activate Positive Pay Service and Payee Verification (if applicable)	2 days	Wed 2/23/11	Thu 2/24/11	383	Chase Systems Impl Mgr/Maricopa County
385		0%	Submit First Check Issue File in Production	1 day	Mon 2/28/11	Mon 2/28/11	384,382	Maricopa County
386		0%	Confirm Receipt of Production Check Issue File	0 days	Mon 2/28/11	Mon 2/28/11	385	Irene Corrales/Chase Systems Impl Mgr
387		0%	Setup Complete	0 days	Mon 2/28/11	Mon 2/28/11	386	
388		**0%**	**PWS Check Print**	**18 days**	**Tue 1/25/11**	**Thu 2/17/11**		
389		0%	Client Creates Check Print Test File For Setup and Testing Process	10 days	Tue 1/25/11	Mon 2/7/11	218	Maricopa County
390		0%	Coordinate & Schedule User/Product Training	1 day	Tue 2/8/11	Tue 2/8/11	389	Irene Corrales/Maricopa County
391		0%	Client Sets up Check Template, Including Logo & Signatures, Courier Instructions and Submits Test File	1 day	Wed 2/9/11	Wed 2/9/11	390	Maricopa County
392		0%	JPMorgan Provides Online and Printed Samples for Approval by Client	2 days	Thu 2/10/11	Fri 2/11/11	391	Chase
393		0%	Client Approves Printed Samples	1 day	Mon 2/14/11	Mon 2/14/11	392	Maricopa County
394		0%	JPMorgan and Client Signoff on Check Print Testing	1 day	Tue 2/15/11	Tue 2/15/11	393	Irene Corrales/Maricopa County
395		0%	Submit First Check Print File in Production	2 days	Wed 2/16/11	Thu 2/17/11	394	Maricopa County
396		0%	Confirm Receipt of Production Check Print File	0 days	Thu 2/17/11	Thu 2/17/11	395	Irene Corrales
397		0%	Setup Complete	0 days	Thu 2/17/11	Thu 2/17/11	396	
398		**0%**	**PaySource**	**33 days**	**Thu 2/10/11**	**Mon 3/28/11**		
399		**0%**	**UAT Cycle 1 (File Format/Layout Testing)**	**6 days**	**Thu 2/10/11**	**Thu 2/17/11**		
400		**0%**	**Testing - ACH**	**6 days**	**Thu 2/10/11**	**Thu 2/17/11**		
401		0%	Create & Send Test File with ACH Transactions	3 days	Thu 2/10/11	Mon 2/14/11	236,237,238	Maricopa County
402		0%	Provide Test Feedback to Client	2 days	Tue 2/15/11	Wed 2/16/11	401	Chase PaySource Project Mgr
403		0%	Approve Test Results	1 day	Thu 2/17/11	Thu 2/17/11	402	Maricopa County/Chase PaySource Project Mgr
404		**0%**	**Testing - Wires**	**6 days**	**Thu 2/10/11**	**Thu 2/17/11**		
405		0%	Create & Send Test File with Wire Transactions	3 days	Thu 2/10/11	Mon 2/14/11	236,237,238	Maricopa County
406		0%	Provide Test Feedback to Client	2 days	Tue 2/15/11	Wed 2/16/11	405	Chase PaySource Project Mgr
407		0%	Approve Test Results	1 day	Thu 2/17/11	Thu 2/17/11	406	Maricopa County/Chase PaySource Project Mgr
408		**0%**	**Testing - Check Print**	**6 days**	**Thu 2/10/11**	**Thu 2/17/11**		
409		0%	Create & Send Test File with Check Transactions	3 days	Thu 2/10/11	Mon 2/14/11	236,237,238	Maricopa County
410		0%	Provide Test Feedback to Client	2 days	Tue 2/15/11	Wed 2/16/11	409	Chase PaySource Project Mgr
411		0%	Approve Test Checks	1 day	Thu 2/17/11	Thu 2/17/11	410	Maricopa County/Chase PaySource Project Mgr
412		0%	**Reconfirm Project go live date post cycle 1**	0 days	Thu 2/17/11	Thu 2/17/11	400,404,408	Maricopa County/Chase PaySource Project Mgr

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
413		0%	**UAT Cycle 2 (Backoffice Testing)**	**18 days**	**Fri 2/18/11**	**Tue 3/15/11**		
414		0%	**Testing - ACH**	**5 days**	**Fri 2/18/11**	**Thu 2/24/11**		
415		0%	Send Test File with ACH Transactions	1 day	Fri 2/18/11	Fri 2/18/11	403	Maricopa County
416		0%	Conduct ACH Backoffice Testing	2 days	Mon 2/21/11	Tue 2/22/11	415	Chase Systems Impl Mgr
417		0%	Provide Test Feedback to Client	1 day	Wed 2/23/11	Wed 2/23/11	416	Chase Systems Impl Mgr
418		0%	Approve Test Results	1 day	Thu 2/24/11	Thu 2/24/11	417	Maricopa County/Chase PaySource Project Mgr/Chase Systems Impl Mgr
419		0%	**Testing - Wires**	**5 days**	**Fri 2/18/11**	**Thu 2/24/11**		
420		0%	Send Test File with Wire Transactions	1 day	Fri 2/18/11	Fri 2/18/11	407	Maricopa County
421		0%	Conduct Wire Backoffice Testing	2 days	Mon 2/21/11	Tue 2/22/11	415	Chase
422		0%	Provide Test Feedback to Client	1 day	Wed 2/23/11	Wed 2/23/11	421	Chase PaySource Project Mgr
423		0%	Approve Test Results	1 day	Thu 2/24/11	Thu 2/24/11	422	Maricopa County
424		0%	**Testing - Check Print**	**8 days**	**Fri 3/4/11**	**Tue 3/15/11**		
425		0%	Send Test File with Check Transactions	1 day	Fri 3/4/11	Fri 3/4/11	411,76	Maricopa County
426		0%	Print Test Checks	3 days	Mon 3/7/11	Wed 3/9/11	425	Chase
427		0%	Create Issue File and to Backoffice for Testing	3 days	Mon 3/7/11	Wed 3/9/11	425	Chase Systems Impl Mgr
428		0%	Forward Test Checks to Client for Validation	2 days	Thu 3/10/11	Fri 3/11/11	426	Chase
429		0%	Provide Test Feedback to Client	1 day	Mon 3/14/11	Mon 3/14/11	427,428	Chase Systems Impl Mgr
430		0%	Approve Test Checks	2 days	Mon 3/14/11	Tue 3/15/11	428	Maricopa County
431		0%	Sign off on UAT Cycle 2	0 days	Tue 3/15/11	Tue 3/15/11	414,419,424	Maricopa County/Chase Systems Impl Mgr/Chase PaySource Project Mgr
432		0%	**UAT Cycle 3 (Volume/Mirror Production Testing)**	**3 days**	**Wed 3/16/11**	**Fri 3/18/11**		
433		0%	Volume and Pre-production Test for all Payment Types	3 days	Wed 3/16/11	Fri 3/18/11	431	Maricopa County,Chase Systems Impl Mgr
434		0%	Sign off on UAT Cycle 3	0 days	Fri 3/18/11	Fri 3/18/11	433	Maricopa County/Chase Systems Impl Mgr/Chase PaySource Project Mgr
435		0%	**Paysource Production Migration**	**6 days**	**Mon 3/21/11**	**Mon 3/28/11**		
436		0%	Operations/Printer Moves Check Print Code to Production	5 days	Mon 3/21/11	Fri 3/25/11	432	Chase
437		0%	Request to Move Paysource JCL to Production	5 days	Mon 3/21/11	Fri 3/25/11	432	Chase PaySource Project Mgr/Chase PaySource Release Mgr
438		0%	Establish Connectivity in Production	5 days	Mon 3/21/11	Fri 3/25/11	432	Chase Connectivity Analyst/Maricopa County
439		0%	Submits Production Verification File to JPMorgan	1 day	Mon 3/28/11	Mon 3/28/11	436,437,438	Maricopa County
440		0%	Confirm Successful Settlement of Payments in Production	0 days	Mon 3/28/11	Mon 3/28/11	439	Irene Corrales/Chase PaySource Project Mgr/Client
441		0%	Set-up Complete	0 days	Mon 3/28/11	Mon 3/28/11	440	

SAMPLE

ID		% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names
442		0%	**ReceiptStream**	**17 days**	**Fri 2/18/11**	**Mon 3/14/11**		
443		0%	Send Test File to Client via Chosen Connectivity Method	1 day	Fri 2/18/11	Fri 2/18/11	260,263	Chase
444		0%	Tests File and Provide Feedback to JPMorgan	5 days	Mon 2/21/11	Fri 2/25/11	443	Maricopa County
445		0%	Conduct Additional File Testing	5 days	Mon 2/28/11	Fri 3/4/11	444	Chase Systems Impl Mgr/Maricopa County
446		0%	Sign-off on File Testing	1 day	Mon 3/7/11	Mon 3/7/11	445	JPM Impl Project Mgr/JPM Systems Impl Mgr/Maricopa County
447		0%	Establish Programs in Production	5 days	Tue 3/8/11	Mon 3/14/11	446	JPM Impl Project Mgr/JPM Systems Impl Mgr/Maricopa County
448		0%	Execute & Return Security Administration Designation Form	1 day	Mon 2/21/11	Mon 2/21/11	443	Maricopa County
449		0%	Submit Connectivity Production Keys to Security Team	2 days	Tue 2/22/11	Wed 2/23/11	448	Maricopa County
450		0%	Confirm Connectivity Production Keys are in Place	2 days	Thu 2/24/11	Fri 2/25/11	449	Chase Connectivity Analyst
451		0%	Establish Connectivity in Production	5 days	Mon 2/28/11	Fri 3/4/11	450	Chase Connectivity Analyst/Maricopa County
452		0%	Transmit First Production File to Client	0 days	Mon 3/14/11	Mon 3/14/11	447,451	Chase
453		0%	Confirm Receipt of First Production File	0 days	Mon 3/14/11	Mon 3/14/11	452	Maricopa County
454		0%	Set-up Complete	0 days	Mon 3/14/11	Mon 3/14/11	453	
455		0%	**Deal Closure Phase**	**8 days**	**Thu 5/12/11**	**Mon 5/23/11**		
456		0%	Monitor Services During Production Verification Period	5 days	Thu 5/12/11	Wed 5/18/11	21,269	Irene Corrales/Chase Systems Impl Mgr
457		0%	Sign-off on Project	1 day	Thu 5/19/11	Thu 5/19/11	456	JPM Impl Project Mgr/JPM Systems Impl Mgr/Client
458		0%	Conduct Post Implementation Meeting	1 day	Fri 5/20/11	Fri 5/20/11	457	JPM Impl Project Mgr/JPM Systems Impl Mgr/Client
459		0%	Transition to Customer Service	1 day	Mon 5/23/11	Mon 5/23/11	458	Irene Corrales/Maricopa County
460		0%	Distribute Survey to Client	0 days	Mon 5/23/11	Mon 5/23/11	459	Chase
461		0%	BAU Production	0 days	Mon 5/23/11	Mon 5/23/11	459	

EXHIBIT B3
SAMPLE PROJECT CHARTER

Treasury Management Services

Irene Corrales, Implementation Project Manager (IPM)
Dana Dean, Implementation Project Manager (IPM)
Mary Lundell, Treasury Services Manager (TSM)
Pat Foster, Banking Relationship Manager (RM)

Maricopa County

New Treasury Implementation (IR: TBD)

Project Charter

Project Start Date: January 2011
Target Date for Delivery: TBD
Version: 1.0

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Introduction

Purpose

The purpose of this document is to outline the scope and business requirements of the agreed upon Cash Management solutions, identify the key stakeholders and outline the life cycle for the Maricopa County's Chase treasury implementation. All key stakeholders must review and approve the document prior to proceeding to the Document & Product Set-up Phase.

Project Summary

Project Description

The Maricopa County is a new Chase client that has requested JPMorgan ACCESS, depository services, file transmissions and various additional treasury services. These are outlined in detail in the project scope.

Stakeholders / Project Team Members to Date

Maricopa County	Name	Phone Number	e-mail
Client Project Manager	TBD	*TBD*	*TBD*
Client Technical Contact	TBD	*TBD*	*TBD*
Executive Director	TBD	*TBD*	*TBD*

Chase Contacts	Name	Phone Number	e-mail
Implementation Project Manager	Irene Corrales	*602-221-3241*	*Irene.corrales@jpmchase.com*
Implementation Project Manager	Dana Dean	*303-244-3219*	*Dana.dean@jpmchase.com*
System Implementation Manager	TBD	*TBD*	*TBD*
Treasury Services Manager	Mary Lundell	*602-221-2644*	*Mary.j.lundell@jpmchase.com*
Banking Relationship Manager	Pat Foster	*602-221-2007*	*Pat.foster@jpmchase.com*
Client Service Professional	Tonique Smith	*602-221-2960*	*Tonique.smith@jpmchase.com*

Project Team Member Role Descriptions

- ***Client Project Manager*** *– Responsible for client project oversight, deliverables, milestones and test coordination with Chase.*

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- **Implementation Project Manager (IPM) -** Ensures all cash management solutions purchased by the customer are delivered within the timeframe agreed upon with the client and that the client's expectations are met. The IPM is the primary point of contact between the client and the firm during the project. Communicates the client's request to the appropriate product group and helps the client to understand what is required of them by the product group for the implementation. The IPM is responsible for the high-level definition of the cash management solutions implemented. The IPM also facilitates the Technology & Client kick-off meeting.
- **System Implementation Manager (SIM) –** Performs as primary coordinator for all internal technical components / resources of the implementation (connectivity, consolidated statement of work, business analysis including file layout and/or development, testing, move to production). Also responsible for technical aspects of the project plan, including compiling all related tasks and driving target dates.
- **Treasury Services Manager (TSM)** – The TSM is responsible for determining the cash management capabilities and solutions, as well as managing the overall Treasury Services relationship.
- **Relationship Manager (RM)** – The Relationship Manager is responsible for the overall Bank relationship and serving as the County's quarterback across the various lines of business.
- **Client Service Professional (CSP)** – The Client Service contact is responsible for managing the County's day-to-day servicing needs.

Implementation Project Scope

Below is a summary of the entities and treasury services in the scope of this project. Any modification will be documented as a revision to the project charter and may have an adverse impact on the initially agreed upon target completion dates.

Applicable TINs/Accounts	Description
TBD	**TBD**

	Product Name	Description
JPMorgan ACCESS	Information Reporting/Special reports	Balances and Transaction Reporting: All Accounts
	Funds Transfer Initiation (Wire)	Accounts: TBD
	ACH	Accounts: TBD
	Electronic Statements	Accounts: TBD
	eServe (Wire)	Accounts: TBD

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Depository Services	Vault Depositing	Account: TBD Stores/Vaults: TBD
	Branch Depositing	Account: TBD Stores/Branches: TBD
	Image Cash Letter (ICL)	Accounts: TBD File Details: TBD
	Wholesale Lockbox w/ transmission	Accounts: TBD File Details: TBD
	Retail Lockbox w/ transmission	Accounts: TBD File Details: TBD
	Receivable Edge	Accounts: TBD
	Virtual Remit	Accounts: TBD
Disbursement Services	Account Reconciliation (ARP)	Accounts: TBD • Full Reconciliation w/ Positive Pay/Reverse Positive Pay • Upload Method: PWS or Transmission • Reporting: PWS or Transmission
	Image Transmission	Accounts: TBD
	Check Print	Accounts: TBD File Details: TBD Delivery Details: TBD
	Payables Web Services (PWS)	Check Services & Statements: All Accounts Positive Pay / Payee Name Positive Pay
File Transmissions	ACH (Direct Send)	Accounts: TBD • File Type(s): TBD • Service Bureau: TBD • Delivery Details: TBD
	BAI Direct Transmission	Accounts: TBD File Details: TBD
	Paysource	Accounts: TBD File Details: TBD

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	PayConnexion	Accounts: TBD File Details: TBD
Other Services	DocManger Solutions	Accounts: TBD File Details: TBD
	Direct Delivery	Accounts: TBD File Details: TBD
	ACH Debit Block	Full Block: TBD Block w/ Allowable IDs: TBD
	Investment Sweep	Account: TBD • Vehicle: TBD • Target Balance/Cap: TBD • Minimum/Increment: TBD
	Cash Concentration (ZBA)	Master Account: TBD Sub Accounts: TBD
	Custody Services	Accounts: TBD
	Escrow Services	Accounts: TBD

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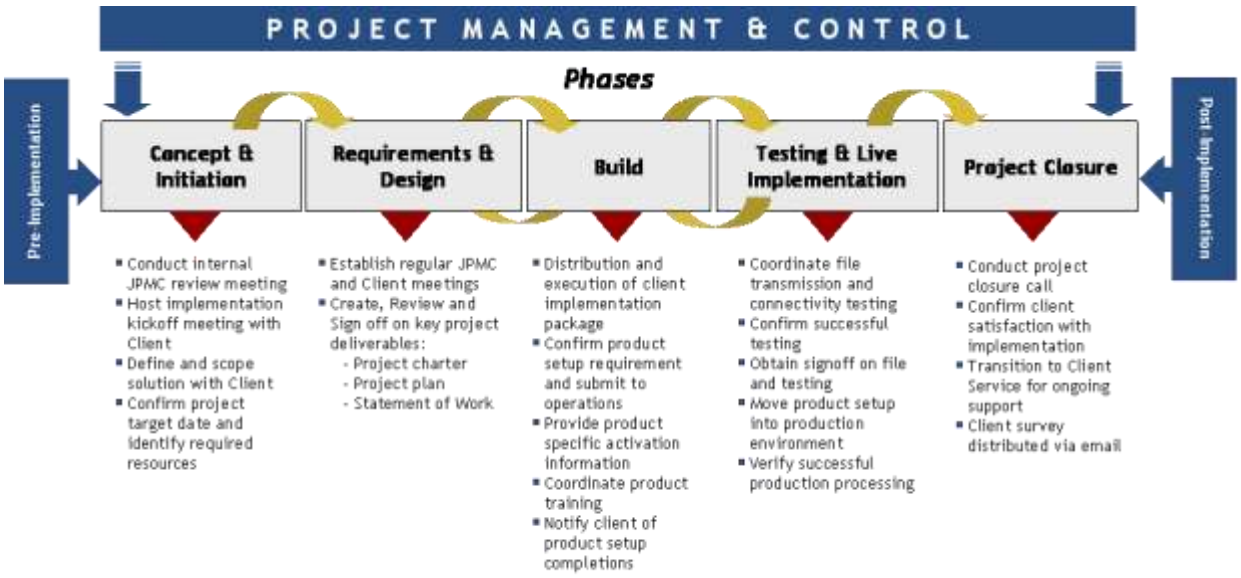
Implementation Approach

Chase follows an implementation approach that outlines the project steps, aligns clear objectives to each, and then manages all within a controlled environment. Outlined below (Figure 1) is a description of the processes and typical tasks within the life cycle of an implementation project.

Figure 1



Dependencies

Dependencies

Document any known project dependencies that could cause delays in successful project completion. (e.g., other projects that would provide inputs, services, external vendors, or external groups). Include business, technical (production and development environments), and operational dependencies.

- Is this project a prerequisite for any major upcoming projects or events?
- Is this project dependent on any external organizations (e.g. for requirement delivery or testing)?

#	Dependency	Impact	Action Plan	Responsibility
1.				
2.				
3.				
4.				

Reference Documents

Reference Document
Implementation Scorecard
Project Plan
Statement of Work

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Document Control

Approval

By signing below, I acknowledge that I have read this entire document and accept the document in this form as reasonably fulfilling the goals described within. I further agree that this will constitute the document of record and cannot be changed without review and acknowledgement of an authorized signer of Maricopa County.

Note: If a lengthy amount of time is spent approving this document, the result may be that the resource requirements, milestones and project schedule may change. If this occurs, the document may need to be re-submitted for approval based upon updated information.

_____
Signature

_____ Signed and dated this _____of _____, 2010.
Print Name

Document History

Version	Name	Date	Description
1	Irene Corrales	10/14/10	Initial draft for demonstration and review

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EXHIBIT B4
SAMPLE PROJECT STATUS REPORT

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Implementation Project Status Report
Maricopa County

Deal description: Maricopa County will establish a new banking relationship that will be structured in multiple phases. Each phase will be carefully planned and determined collectively by Maricopa County and Chase. As an example, Maricopa County will utilize the following services: Warrant Processing, Zero Balance Accounts, Payee Positive Pay, Account Reconciliation, Cash Vault Services, Image Cash Letter "ICL", ACH Debit Block, ACH Origination/Receiving, JPMorgan ACCESS (all applicable modules), Image Deposit Direct, Lockbox Services, Receivables Edge, Virtual Remit, Check Print via Payables Web Services, Investment Sweep, Paysource, PayConnexion, Escrow Services and Custody Services.

Overall Status:	GREEN

Start:	Jan 2011	Target:	TBD

Assignment	Scoping	Definition	Product setup	Testing	Production	Go Live	Post Impl
TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

JPMorgan ACCESS	0%	Depository Services	0%	File Transmission	0%	Additional Services	0%
Information Reporting	0%	Vault	0%	ACH	0%	ACH Debit Block	0%
Payables Web Services	0%	Branch	0%	ARP	0%	ZBA	0%
Funds Transfer Initiation	0%	Image Cash Letter	0%	PaySource	0%	PayConnexion	0%
ACH	0%	Wholesale/ Lockbox	0%		0%		0%
eServe	0%	Retail Lockbox	0%		0%		0%

Key message:

Key accomplishments for this reporting period:	**Key plans for next reporting period:**
Issues tracking: •None	**Risks tracking**: •None

Project owner: Irene Corrales	Reporting period: October 2010

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EXHIBIT C
JPMORGAN ACCOUNT DOCUMENTATION

Exhibit C is Appendix 11 of the Proposal titled "Consolidated Service Terms", which also includes the "Domestic Custody Agreement" (pp 1-25). This Exhibit also includes the following documents presently on file:

Account Terms (9/24/07)
Certificate Regarding Accounts (executed 4/3/08)
Certificate of Incumbency (executed 4/4/08)

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JPMORGAN CHASE BANK N.A., P.O. BOX 71, DEPT. AZ1-1178, 201 N. CENTRAL AVENUE, PHOENIX, AZ 85001

PRICING SHEET: 9462501, 94625

Terms:	NET 30
Vendor Number:	W000009382 X
Telephone Number:	~~602/221-2007~~ **602-221-2179**
Fax Number:	602/221-2007
Contact Person:	~~Patricia W. Foster~~ **Jeffrey Sundheimer**
E-mail Address:	~~pat.w.foster@jpmchase.xom~~ **jeffrey.j.sundheimer@jpmorgan.com**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **June 30,** ~~2014~~ ~~2015~~ **2016.**