

Council of the Village of Glendale, Ohio

Regular September Meeting

Monday, September 12, 2022, 7:00 p.m.

80 E. Sharon Ave., Glendale, Ohio 45246

Agenda

I. Establishment of Quorum & Approval of Agenda

II. Approval of Minutes

1. August 1, 2022 Regular Council Meeting

III. Public Comment & Presentations

IV. Old Business

1. **Ordinance 2022-04** An Ordinance Inserting Chapter 154.59 in the Village of Glendale Code of Ordinances, Establishing Regulations Related to Residential and Commercial Signage in the Village of Glendale, as Recommended by the Glendale Planning and Historic Preservation Commission (*Tabled*)

V. New Business

1. **Ordinance 2022-48** An Ordinance Appointing Glendale Volunteer Firefighters, Establishing a One Year Probationary Period, and Declaring an Emergency
2. **Ordinance 2022-49** An Ordinance Authorizing Amendment of 2022 Appropriations of the Water Works and Sanitary Sewer Treatment Funds, and Declaring an Emergency
3. **Ordinance 2022-50** An Ordinance Authorizing Amendment of 2022 Appropriations of the Sanitary Sewer Treatment Fund, and Declaring an Emergency
4. **Ordinance 2022-51** An Ordinance Authorizing Amendment of 2022 Appropriations of the Community Fund, and Declaring an Emergency
5. **Ordinance 2022-52** An Ordinance Authorizing the Village Administrator to Enter into a Contract with Strawser Construction Inc. in an Amount Not to Exceed \$147,500 for the Resurfacing of Certain Public Roads and Parking Lots in the Village, Said Project Having Been Authorized by the ODOT 101G Cooperative Purchasing Agreement and Not Subject to Additional Bid, and Declaring an Emergency
6. **Ordinance 2022-53** An Ordinance Authorizing and Granting Consent to the Director of the Ohio Department of Transportation (ODOT) to Perform Timely

Bridge Inspections via the ODOT Bridge Inspection Program Services, as Described Within, and Declaring an Emergency

7. **Ordinance 2022-54** An Ordinance Amending the Job Description of Fire Chief for the Village of Glendale, and Declaring an Emergency
8. **Resolution 2022-24** A Resolution Authorizing the Conditional Use of Land at 1045 Laurel Avenue for an In-Ground Swimming Pool to be Constructed Pursuant to Certain Conditions
9. **Resolution 2022-25 (verbal)** A Resolution Appointing Two GCIC Board Members to Positions Currently Held by Messrs. Base-Smith & Besl
10. **Resolution 2022-26** A Resolution Designating Huntington National Bank as the Village Depository for its Active Interim and In-active Deposits and Authorizing the Village Administrator to Enter into a Treasury Management Services Agreement with Huntington National Bank and Declaring an Emergency
11. **Resolution 2022-27** A Resolution to Open and Maintain a Bank Account at Huntington National Bank for the Village of Glendale and Authorizing the Village Administrator to Enter into an Online Access in Bill Pay Agreement with Huntington National Bank and Declaring an Emergency
12. **Resolution 2022-28** A Resolution Adopting a Credit Card Usage Policy and Authorizing the Village Administrator to Enter into a Commercial Card Account Agreement with Huntington National Bank and Declaring an Emergency

VI. Reports from Mayor, Administrator, Standing Committees & Special Committees

Mayor's Report

Births

Deaths

Village Administrator's Report

Committee reports

Finance Committee

Fire Committee

Laws & Claims Committee

Police Committee

Public Buildings & Historic Preservation Committee

Recreation & Playgrounds Committee

Streets, Public Improvements & Lights Committee

Utilities Committee

Reports from the Clerk & Treasurer

VII. Review of Expenditures & Financial Reports

1. 2022-08 General Fund
2. 2022-08 Enterprise Fund

VIII. Adjournment

The next regular Council meeting is scheduled for October 3, 2022 at 7:00 p.m.

VILLAGE OF GLENDALE

STATE OF OHIO

ORDINANCE 2022-04

AN ORDINANCE INSERTING CHAPTER 154.59 IN THE VILLAGE OF GLENDALE CODE OF ORDINANCES, ESTABLISHING REGULATIONS RELATED TO RESIDENTIAL AND COMMERCIAL SIGNAGE IN THE VILLAGE OF GLENDALE, AS RECOMMENDED BY THE GLENDALE PLANNING AND HISTORIC PRESERVATION COMMISSION

WHEREAS, on August 2, 2021, the Glendale Planning and Historic Preservation Commission (GPHPC), upon the suggestion of an ad hoc committee, led by Vice Chair Thomas Kerr, voted to initiate the amendment procedure under §154.66 of the Glendale Zoning Code; and

WHEREAS, on October 4, 2021, the GPHPC, following a public hearing, unanimously approved GPHPC Resolution 2021-003, recommending approval of amendments to §154.42 and §154.46 of the Glendale Zoning Code; and

WHEREAS, on November 1, 2021, the Village Clerk caused notice of a Council public hearing on the draft amendments to be published in the Cincinnati Court Index, a newspaper of general circulation in the Village, with said notice describing the nature of the request and providing the Council hearing date and time, all consistent with the Clerk's obligations under §154.66 of the Glendale Zoning Code; and

WHEREAS, on December 6, 2021, the Council of the Village of Glendale conducted a public hearing on the amendments recommended by the GPHPC and at the hearing, Council heard from members of the public;

BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I Section 154.37 of the Glendale Zoning Code is hereby repealed in its entirety and amended as shown in Exhibit A, attached hereto and incorporated herein by reference

SECTION II All other sections of the Glendale Zoning Code, Chapter 154 of the Glendale Code of Ordinances, are to remain as written.

SECTION III The Village Council hereby finds and determines that all formal actions relative to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of its Committees, if any,

which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

First Read: January 10, 2022

Second Read: February 7, 2022

Third Read: March 7, 2022

Tabled: March 7, 2022

Passed: _____

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

*Proposed amendments to Glendale Zoning Code
As recommended to Village Council by GPHPC Resolution 2021-002*

§ 154.xx SIGNS

- (A) **Intent/Purpose:** The purpose of this section is to promote and protect the public health, convenience, comfort, prosperity, general welfare, and safety by encouraging safe and effective placement of signs which are visible from outdoors within the Village. It is the intent of this section to provide businesses in the Village with equitable sign standards in accord with fair competition and aesthetic standards acceptable to the community, to provide the public with a safe and effective means of conveying information and ideas as well as locating businesses, services and points of interest within the Village, and to provide for a safe vehicular and pedestrian traffic environment. This section is based on the premise that signs, if not regulated, can become a nuisance to adjacent properties or the community in general, can depreciate the value of other properties within the community, and can create distractions and obstructions that may contribute to traffic accidents. In this section, the Village intends to reduce and eliminate whenever possible these adverse effects of signs through objective, reasonable, content-neutral regulations as to the type, size, and location of signs while maintaining and preserving individual rights to commercial and noncommercial forms of expression.
- (B) **Severability:** This section must be interpreted in a manner consistent with the First Amendment guarantee of free speech. If any provision of this section is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this section which can be given effect without the invalid provision.
- (C) **Definitions:** For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.
- (1) **ABANDONED SIGN.** A sign showing signs of weathering, rust, corrosion, exposed wiring, chipped paint, cracked, broken, torn, or missing faces, or loose materials, or other evidence of disrepair, or a sign which remains after a business operation has been closed to the public for at least ninety (90) consecutive days.
 - (2) **ANIMATED SIGN.** A sign that uses movement or change of artificial and natural lighting or noise to depict action or create a special effect or scene.
 - (3) **AWNING SIGN.** A sign constructed, in whole or in substantial part, of cloth, metal or other material affixed to a building in such a manner that the structure is raised away from the building regardless of whether it can or cannot be retracted to a flat position against the building.
 - (4) **BANDIT SIGN.** A sign constructed, in whole or in substantial part, of paper, cloth, canvas, plastic sheet, cardboard, wallboard, plywood, or other like material that is generally less than six (6) square feet, typically lasts less than sixty (60) days without significant damage or deterioration, and which is placed within a public right-of-way or on public property.
 - (5) **BANNER (FLAG).** A non-freestanding, non-rigid cloth, plastic, paper, or canvas sign with a design, picture, or writing on it.

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*Proposed amendments to Glendale Zoning Code
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- (6) **BENCH SIGN.** Any sign painted on, located on, or attached to any part of the surface of a bench, seat, or chair placed on or adjacent to a public roadway.
- (7) **CHANGEABLE COPY SIGN (MANUAL).** A sign designed so that the characters, letters or illustrations can be changed or rearranged manually without altering the face or surface of the sign. Electronic Signs as defined below are not considered to be Changeable Copy Signs.
- (8) **CHANGEABLE COPY SIGN (MECHANICAL/ELECTRICAL).** A sign designed so that the characters, letters or illustrations can be changed or rearranged mechanically or electronically without altering the face or surface of the sign. Electronic Signs as defined below are not considered to be Changeable Copy Signs.
- (9) **DETERIORATED.** Showing signs of weathering, rust, corrosion, exposed support materials or wiring, chipped paint, cracked, bent, broken, torn, missing faces, or loose materials or other evidence of disrepair or safety concerns.
- (10) **ELECTRONIC SIGN.** A sign, or any portion of a sign, that displays an electronic image or video, which may or may not include text, including, but not limited to, television screens, plasma screens, digital screens, LED screens, video boards, holographic displays, and other similar media.
- (11) **ESTABLISHED GRADE LINE.** The average finished grade for that area of the site where the sign is to be located, provided however that the height of the sign shall not be artificially increased by the use of mounding. All references to sign height are from the established grade line unless otherwise noted.
- (12) **EXTENSION.** A wall or other structure which is connected to, and extended from, a building.
- (13) **FLASHING SIGN.** A directly or indirectly illuminated sign that exhibits changing natural or artificial light or color effects by any means.
- (14) **FREESTANDING SIGN.** Any sign other than a Portable or Monument Sign, that is supported by structures or supports in or upon the ground and independent of support from any building; includes Pole Signs.
- (15) **ILLUMINATED SIGN.** Any sign lighted by or exposed to artificial lighting either by light on or in the sign or directed toward the sign.
- (16) **LOT.** A platted parcel or other tract of land separately identified with unique identification in the County Auditor's records.
- (17) **MONUMENT SIGN.** A sign supported by direct contact with the ground, generally attached to a wall or permanent base, constructed specifically for the display of the sign.
- (18) **MOTION SIGN.** A sign or portion of a sign which moves.
- (19) **NONCONFORMING SIGN.** A pre-existing legal or illegal sign which does not conform to the standards set forth in this section.

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- (20) OFF-PREMISES SIGN. a sign that displays any message directing attention to a business, product, service, profession, commodity, activity, event, person, institution, or other commercial message which is generally conducted, sold, manufactured, produced, offered, or occurs elsewhere than on the premises where the sign is located.
- (21) PENNANT SIGN. A triangular or irregular piece of fabric or other material, commonly attached in strings or strands, or supported on small poles intended to flap in the wind.
- (22) PERMANENT SIGN. Any permitted or legal nonconforming sign, intended to remain in place until a change of occupancy occurs, that is securely attached or installed upon a building, structure, or the Monument and is constructed of materials protected from exposure to the natural elements typically for more than one year or is made of materials that are weather-resistant for multiple years without significant damage or deterioration due to exposure to the elements or normal wear and tear. Permanent Signs are considered accessory uses to a principal use established by this Zoning Code.
- (23) POLE SIGN. A sign supported by or suspended from posts, pillars, columns or other structures which are not a building or attached to a building.
- (24) PORTABLE SIGN. Any sign that is designed to be, or capable of, being moved or transported (often with wheels) and not affixed or attached to any building, structure, or ground. Sidewalk Signs are not considered to be Portable Signs for purposes of this section.
- (25) PROJECTED IMAGE. An image projected onto a building, structure or sign.
- (26) REFACING. Any alteration to the face of a sign involving the replacement of materials or parts. Refacing does not refer to replacing the entire sign structure or the removal of the sign.
- (27) REFLECTIVE SIGN. A sign containing any material or device which has the effect of intensifying reflected light.
- (28) ROOF SIGN. Any sign erected on or above the roof line of a building.
- (29) SECTION. Refers to §154.37, in its entirety.
- (30) SIDEWALK SIGN. Any temporary sign, typically in the shape of an “A” or a “T”, or some variation thereof, which is readily moveable and not permanently attached to the ground or any structure. Sidewalk signs are generally placed on the sidewalk or right-of-way in front of businesses.
- (31) SIGN FACE. The surface intended for the display of information, whether written or graphical, on the sign, including blank spaces.
- (32) SIGN STRUCTURE. The supporting unit of a sign face, including but not limited to frames, braces and poles.

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- (33) **SNIPED SIGN.** A sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, fences, or other objects and that is not otherwise defined or authorized by the provisions of this Section, or other Village ordinances.
 - (34) **STREAMER.** A ribbon-shaped or cord-like rope which may have pennants or attached banners (or both) and which is stretched or hung between two or more supports.
 - (35) **TEMPORARY SIGN.** Any exterior sign that is not intended for permanent display by virtue of its construction from paper, cloth, canvas, light fabric, cardboard, wallboard or other light materials, and which is erected on stakes, wire, plastic, or cord or by way of its attachment to the ground or a structure in a non-permanent manner.
 - (36) **TRAILER SIGN.** Any sign which is attached to, supported by, or part of a structure, where the structure's primary purpose is the display of such sign, and where the structure is designed to move on trailer wheels, skids, or other similar devices, or transported, pushed, or pulled by a motor vehicle, whether or not such trailer is parked or being towed.
 - (37) **WALL SIGN, MOUNTED.** A sign that is attached to, erected against or painted on the outside wall of a building or structure, with the exposed display surface of the sign in a plane parallel to the plane of the building or structure.
 - (38) **WALL SIGN, PROJECTING.** A double-sided sign, with two faces, that is attached to the outside wall of a building or structure, generally by means of a bracket or decorative hardware, with the exposed display surfaces of the sign on a plane perpendicular to the building or structure.
 - (39) **WINDOW SIGN.** Any sign attached to the window of a building or erected on the inside of the building and visible from the exterior of the building.
 - (40) **YARD SIGN.** See "Temporary Sign".
- (D) **Permit Required.** All signs located on land within or hereafter annexed to the Village shall comply with this section. No person shall locate or retain any sign, or cause a sign to be located, relocated, altered, modified, or retained unless all provisions of this section have been met. To ensure compliance with these regulations, a sign permit shall be secured from the Village Zoning Administrator or his/her designee for each for all signs except those listed in subsections (J) and (K). Unless otherwise established in this section or otherwise in this Zoning Code, no person shall locate, alter, modify, or retain a sign in the Historic District without first applying for, and obtaining, a certificate of appropriateness. in addition to any other required permit under this section. Where applicable, sign permits shall not be issued until after a certificate of appropriateness is issued. In addition, some signs may require a building permit, and such signs may not be erected until such a permit is granted.
- (E) **Permit Application Requirements.** Persons wishing to locate or cause a sign to be located, relocated, or altered in the Village shall apply for a sign permit. No application fee shall

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be required, unless otherwise established by Village Council. A written application shall be required and the following materials must be submitted:

- (1) Scale elevation drawing(s) of proposed sign(s);
- (2) Foundation and anchoring drawing(s) of proposed sign(s);
- (3) A dimensioned site plan showing the location of proposed sign(s) and adjacent buildings or other structures;
- (4) Descriptions and specifications related to proposed materials;
- (5) For Wall Signs, a building elevation drawn to scale showing the proposed wall sign and the dimension from established grade to the top of the sign;
- (6) For Monument and Freestanding Signs, a sign base landscaping plan;
- (7) Written consent signed by the owner of the property on which the sign is proposed to be located indicating his/her approval of the sign.

- (F) **Permit Application Review Process and Timing.** A request for a sign permit will be approved or denied within sixty (60) business days of receipt of a completed sign permit application, including all submittals required by subsection (E). For signs which require a certificate of appropriateness, the time period to approve or deny the permit application shall not begin until after the certificate of appropriateness is granted. Permits shall be approved if the sign type, size, and location meet the requirements of this section. Permit applications which are neither denied nor approved within sixty (60) business days of receipt of a completed sign application (and granting of a certificate of appropriateness where applicable) shall be deemed approved.
- (G) **Relief from this Section.** Any party aggrieved from the provisions of this section by way of interpretation, enforcement, or other action, or who otherwise wishes to seek a variation from the requirements of this Zoning Code, may apply to the Village Board of Appeals pursuant to § 154.65 of this Zoning Code.
- (H) **Expiration of Sign Approval.** Signs must be erected as specified in the permit application within one (1) year of the permit issuance date. Permits for which a sign is not erected within one (1) year will expire and a new application will be required before the sign may be erected.
- (I) **Sign Permit Fee.** A sign permit fee will be required only if a permit is approved. The sign permit fee shall be established each year by the Village Council. The sign permit fee must be received prior to the issuance of the sign permit. No permit shall be issued until the sign permit fee has been received.
- (J) **Signs Exempt from Permitting Requirements.** The following signs are exempt from the permitting requirements of this section and are permitted in any zoning district:
- (1) Temporary Signs which are nine (9) square feet per face or less, subject to location and other restrictions contained in this section.

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(K) **Prohibited Sign Types and Locations.** In order to achieve the intents and purposes of this section, to reduce undue distraction to motorists and pedestrians, to reduce potential traffic hazards, and to ensure the effectiveness of traffic and other Governmental Signs needed to direct the public, the following signs types and sign locations are prohibited.

(1) Prohibited Sign Locations:

- a. In any public park or on any public property or right-of-way, unless otherwise expressly permitted within this Zoning Code, the Village Code of Ordinances or pursuant to a formally-adopted Village policy.
- b. On any traffic control sign, utility pole, fences, or street sign.
On any tree, or other natural object, or in any location where the view of approaching or intersecting traffic or pedestrians would be obstructed.
- c. In any location which interferes with the safe movement of vehicles or pedestrians entering, leaving, crossing, or traversing a public right-of-way or sidewalk.
- d. In any locations where the illumination of the sign is directed or beamed upon a public thoroughfare, highway, sidewalk, or adjacent premises.
- e. On private property without the permission of the owner.
- f. On any fire escape or any door or window giving access to any fire escape.
- g. On any chimney, smokestack, or stair tower.

(2) Prohibited Sign Types in All Districts:

- a. Signs which move or rotate, such as: Motion Signs, balloons, Gas Inflated Signs or similar inflated signs, searchlights, Streamers, Animated Signs, Pennant Signs, spinners, flags, or any other similar devices.
- b. Internally illuminated signs.
- c. Electronic Signs.
- d. Bench Signs.
- e. Flashing Signs.
- f. Reflective Signs.
- g. Projected Images.
- h. Roof Signs.
- i. Trailer Signs.
- j. Bandit Signs; except as otherwise permitted.
- k. Snipe Signs.
- l. Portable Signs.

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m. Signs requiring a permit in accordance with this section which do not have a permit.

n. Abandoned Signs.

o. Neon Signs.

p. Off-premises signs, except that off-premises signs not exceeding eleven inches by seventeen inches (11" x 17") in size are permitted as temporary window signs.

(L) **General Requirements for All Signs in All Districts.** All signs placed or posted in the Village must meet the following criteria:

(1) **Illuminated Signs.** Signs shall be illuminated only by the following means:

- a. By a white, steady, stationary light of reasonable intensity, directed solely at the sign or otherwise prevented from beaming directly onto adjacent properties, roadways or rights-of-way.
- b. The level of illumination directed to the sign shall not be of an intensity sufficient to constitute a demonstrable hazard to vehicular traffic on any right-of-way, roadway, or parking lot from which the sign may be viewed.
- c. No exposed light sources are permitted. All light fixtures shall be screened from view by site grading or evergreen shrubs.
- d. All wiring, fittings and materials used in the construction, connection and operation of Illuminated Signs shall be in accordance with the provisions of the local electric code. All Illuminated Signs shall be properly grounded.

(2) **Safe Installation.** All signs must be installed in a safe manner and shall not be in danger of falling.

(3) **Properly Maintained/Not Deteriorated.** All signs shall be properly maintained and shall not show signs of deterioration. The structural integrity of all sign foundations must be maintained.

(4) **Required Set-Back.** All signs shall be set back at least eight (8) feet from the curb/edge of the street, road, or state route or at least two (2) feet from the edge of the sidewalk farthest from the street, road, or state route, whichever is greater.

(5) **Design.** Signs shall be designed to fully integrate with the building architecture and overall site design. Signs shall not resemble the color, shape, or other characteristic of traffic control devices or warning signs. Signs shall be limited to three (3) colors, three (3) typefaces/fonts, and three (3) lines per sign.

(M) **Requirements for Temporary Signs.**

(1) Temporary Signs;

- a. shall not be mounted, attached, affixed, installed or otherwise secured in a manner that will make the sign a permanent sign;

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Temporary Signs not requiring a permit. Temporary Signs which are nine (9) four (4) square feet or less per face are permitted in any district of the Village and do not require a permit.

Temporary Signs requiring a permit. Temporary Signs which are, individually, at least nine (9) four (4) square feet, but no larger than thirty (30) square feet, require a permit.

Temporary Signs that are prohibited. Temporary Signs which are larger than thirty (30) square feet are prohibited. In addition to the size-related requirements in (M)(1) above, all

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- b. shall not be illuminated;
- c. shall not include, be attached to, or incorporate any other sign type prohibited by this section;
- d. shall not be placed in a prohibited location as established by this section; and
- e. shall be removed or replaced when they are deteriorated.

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- (N) **Measurement of Sign Area.** The surface area of a sign shall be computed as including the face of the entire display area not including the bracing, framing and structural supports of the sign, unless such support members are made part of the message or face of the sign. Where a sign has two or more display faces, the area of all faces of the sign shall be included in determining the area of the sign, unless the two faces are joined back-to-back, are parallel to each other and are not more than four (4) inches apart. The area of a sign consisting of individual letters or symbols, either freestanding or ground, or attached to or painted on a surface, building, wall, or window, shall be considered to be that of the smallest single rectangle which encompasses all the letters and symbols.

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(O) **Signs Standards in Residential Districts (Residential Uses/Dwellings).**

- (1) The following signs are permitted for properties containing Dwellings used for Residential Purposes, as defined by 154.03, in all Residential Districts (AA-1; AA-2; A, B, and C):

a. Mounted Wall Signs

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b. Temporary Signs with a Maximum Area of four (4) square feet

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- (2) **Permitted number, height, area and location:** Each lot may erect and maintain signs up to a maximum of twenty (20) square feet of signage, provided that multiple Temporary Signs must be separated by at least two (2) feet, and all signs must meet the standards as outlined below:

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a. **Mounted Wall Signs**

- i. *Maximum Height Above Established Grade:* Eight (8) feet
- ii. *Maximum Area:* One (1) square foot
- iii. *Location:* Cannot protrude more than 2 inches from wall or building to which it is attached
- iv. *External Illumination Permitted:* No

b. **Temporary Signs**

- i. *Maximum Height Above Established Grade when Ground-Mounted:* Three (3) feet.
- ii. *Maximum Height when wall-mounted:* Below the roof parapet line.

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iii. **Location:** Set back minimum of eight (8) feet from curb/edge of roadway or two (2) feet from edge of sidewalk farthest from the roadway, whichever is greatest

iv. **External Illumination Permitted:** No

v. **Other restrictions:** Per (K)(1), temporary signs which are four (4) square feet per face or less, subject to location and other restrictions contained in this section do not require a permit, but any temporary sign which does not meet all parameters with respect to size and location to be exempt from permitting, shall require a permit.

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(P) Signs Standards in Residential Districts (Non-residential Uses).

(1) The following signs are permitted on properties containing non-residential primary uses in all Residential Districts (AA-1; AA-2; A, B, and C). Non-Residential uses are all uses which do not fall qualify as a "Dwelling" used for Residential Purposes, as defined by 154.03

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a. Mounted Wall Signs.

b. Monument Signs.

c. Temporary Signs with a maximum area of nine (9) square feet.

(2) **Permitted number, height, area and location:** Each lot may erect and maintain a maximum of three (3) signs per lot, up to a maximum of thirty (30) square feet of signage, as outlined below:

a. Mounted Wall Sign

i. **Maximum Height Above Established Grade:** Eight (8) feet

ii. **Maximum Area:** One (1) square foot

iii. **Location:** Cannot protrude more than two (2) inches from wall or building to which it is attached

iv. **External Illumination Permitted:** Yes

b. Monument Sign

i. **Maximum Height Above Established Grade:** Five (5) feet

ii. **Maximum Area:** Thirty (30) square feet

iii. **Location:** Set back Minimum of eight (8) feet from curb/edge of roadway or two (2) feet from edge of sidewalk farthest from the roadway, whichever is greatest

iv. **External Illumination Permitted:** Yes

v. **Other restrictions:** May include a Manual Changeable Copy Sign

c. Temporary Signs

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- i. *Maximum Height Above Established Grade when Ground-Mounted:* Three (3) feet.

ii. *Maximum Height when wall-mounted:* Below the roof parapet line.

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- ii. *Location:* Set back Minimum of eight (8) feet from curb/edge of roadway or two (2) feet from edge of sidewalk farthest from the roadway, whichever is greatest
- iii. *External Illumination Permitted:* No
- iv. *Other restrictions:* Per (K)(1), temporary signs which are nine (9) square feet per face or less, subject to location and other restrictions contained in this section do not require a permit, but any temporary sign which does not meet all parameters with respect to size and location to be exempt from permitting, shall require a permit.

(Q) Sign Standards in Business Districts.

- (1) The following signs are permitted in Zoning Districts "D" and "E":

- a. Wall Signs (Mounted and Projecting).
- b. Monument Signs.
- c. Window Signs.
- d. Freestanding Signs.
- e. Awning Signs.
- f. Sidewalk Signs.
- g. Temporary Signs with a maximum area of nine (9) square feet.

- (2) Permitted number, height, area and location. Each lot may erect and maintain a maximum of three (3) signs per lot, up to a maximum of thirty (30) square feet of signage, as outlined below:

a. **Mounted Wall Sign**

- i. *Maximum Height Above Established Grade:* Eight (8) feet
- ii. *Maximum Area:* One and a half (1.5) square feet for every linear foot of width of the building face to which the sign is attached
- iii. *Location:* Cannot protrude more than two (2) inches from wall or building to which it is attached
- iv. *External Illumination Permitted:* Yes

b. **Projecting Wall or 'Extension Sign**

*Proposed amendments to Glendale Zoning Code
As recommended to Village Council by GPHPC Resolution 2021-002*

- i. **Maximum Height Above Established Grade:** Two (2) feet below the highest point on the building on which the sign is mounted
- ii. **Maximum Area:** One and one half (1.5) square feet for every linear foot of width of the building face or extension to which the sign is attached
- iii. **Location:** Cannot protrude more than three (3) feet from wall or building to which it is attached
- iv. **External Illumination Permitted:** A projecting sign is limited to external illumination by indirect lighting methods such as gooseneck lighting.
- v. **Other restrictions:** Minimum eight (8) feet above sidewalk; decorative supporting structures are not calculated in maximum square footage of sign.

c. Monument Sign

- i. **Maximum Height Above Established Grade:** Five (5) feet
- ii. **Maximum Area:** One half (0.5) square foot for every linear foot of frontage of the lot, with a maximum area of thirty (30) square feet.
- iii. **Location:** Set back minimum of eight (8) feet from curb/edge of roadway or two (2) feet from edge of sidewalk farthest from the roadway, whichever is greatest
- iv. **External Illumination Permitted:** Yes
- v. **Other restrictions:** May include a Manual Changeable Copy Sign

d. Window Sign

- i. **Maximum Height Above Established Grade:** Ground/1st floor only
- ii. **Maximum Area of a Window Sign:** One half of the total area of the window upon which the sign is attached, or in which the sign is visible
- iii. **Location:** Ground/1st floor of a building
- iv. **External Illumination Permitted:** No
- v. **Application:** Window signs may only be applied to the interior of the glazing.

e. Freestanding Sign

- i. **Maximum Height Above Established Grade:** Five (5) feet
- ii. **Maximum Area:** One (1) square foot per linear foot of frontage of the premises, with a maximum of thirty (30) square feet

Deleted: affixed

*Proposed amendments to Glendale Zoning Code
As recommended to Village Council by GPHPC Resolution 2021-002*

iii. **Location:** Setback minimum of eight (8) feet from curb/edge of roadway or two (2) feet from edge of sidewalk furthest from the roadway, whichever is greatest

iv. **External Illumination Permitted:** Yes

f. Awning Sign

i. **Minimum Height Above Established Grade:** Eight (8) feet above the sidewalk; sixteen (16) feet above any driveway or parking lot

ii. **Maximum Area:** Text & graphics on awning may not be greater than fifteen (15) square feet

iii. **Location:** May only have text or graphics on the front portion of awning

iv. **External Illumination Permitted:** No

g. Sidewalk Sign

i. **Maximum Height Above Established Grade:** Three (3) feet

ii. **Maximum Area:** Six (6) square feet

iii. **Location:** Must be on paved public or private sidewalk or walkway; Cannot be in landscaped areas or areas used for vehicles; May only be placed where the width and location of the sign allows for a minimum width of five (5) feet of clear and passable sidewalk/walkway for pedestrians; May not be placed so as to obstruct access to parking meters, bicycle racks, and other features legally in the right-of-way; May not interfere with the opening of car doors in legal parking spaces, or with the operation of wheelchair lifts and ramps; May only be placed on the sidewalk/walkway from 9:00 a.m. to 5:00 p.m.

iv. **External Illumination Permitted:** No

v. **Other restrictions:** Signs must be weighted to be stable and windproof to resist wind gusts,

h. Temporary Signs

i. **Maximum Height Above Established Grade when Ground-Mounted:** Three (3) feet.

ii. **Maximum Height when wall-mounted:** Below the roof parapet line.

iii.

iv. **Location:** Set back Minimum of eight (8) feet from curb/edge of roadway or two (2) feet from edge of sidewalk farthest from the roadway, whichever is greatest

*Proposed amendments to Glendale Zoning Code
As recommended to Village Council by GPHPC Resolution 2021-002*

v. **External Illumination Permitted:** No

vi. **Other restrictions:** S Per (K)(1), temporary signs which are nine (9) square feet per face or less, subject to location and other restrictions contained in this section do not require a permit, but any temporary sign which does not meet all parameters with respect to size and location to be exempt from permitting, shall require a permit.

(R) Nonconforming Signs.

(1) All pre-existing Permanent legal signs that that conformed to the standards of the previous ordinance, but do not conform to the standards of this section must be brought into conformity upon the occurrence of any of the following events:

- a. Any change in the use of the property following the date that this section became effective.
- b. The discontinuance of the use of property for a period of more than six (6) consecutive months.
- c. The damage or destruction of the sign amounting to a reduction of fifty percent (50%) or more of the market value of the sign (as determined by two established sign companies located in Ohio selected by the Village).
- d. The structural alteration, rebuilding, enlargement, extension, or relocation of the existing nonconforming sign. However, the repainting or Refacing of an existing nonconforming sign is not considered an alteration within the meaning of this section.
- e. The nonconforming sign or sign structure is determined by the Village Zoning Administrator to be unsafe, insecure, or otherwise to constitute a nuisance to the public.

(2) All signs which lose their legal nonconforming status must be removed or brought into compliance with this section within thirty (30) days of the date of the event which resulted in the loss of that status.

(3) All pre-existing Temporary signs that that conformed to the standards of the previous ordinance, but do not conform to the standards of this section must be brought into conformity within one (1) year of the effective date of this section or removed.

(S) Abandoned Signs: Abandoned signs shall be removed by and at the cost of the responsible party, whether the property owner or the business owner. If the business or property owner does not remove the sign within ten (10) days of the written notice from the Village Administrator, the Village may remove the sign and charge the business or property owner for the cost of such removal.

(T) Maintenance of Signs. Signs must be maintained in a safe, presentable, and sound structural condition at all times. In the event that any sign is or becomes unsafe or in

Deleted: .

Deleted: Signs which remain after a business operation has been closed to the public for at least ninety (90) consecutive days shall be considered abandoned.

Deleted:

*Proposed amendments to Glendale Zoning Code
As recommended to Village Council by GPHPC Resolution 2021-002*

danger of falling, the owner thereof or the person maintaining the same, shall immediately upon receipt of written notice from the Village Zoning Administrator restore such sign to a safe and secure condition or remove the sign. If the owner of the sign does not remove the sign within ten (10) days of the written notice, the Village may remove the sign and charge the business or property owner for the cost of such removal.

Deleted: the Village Administrator may order its removal.

(U) Removal of Prohibited/Unsafe Signs.

- (1) Signs placed in prohibited sign locations as established in this section may be removed by the Village and stored at the Village Municipal Building or other service building for a period of not more than ten (10) days, after which the Village may dispose of such signs. Persons who wish to claim signs which are removed and retained by the Village may do so by contacting the Village Zoning Administrator during that time.
- (2) Signs that are insecure, in danger of falling, or which otherwise pose an *immediate* threat to public safety may be removed by the Village without notice to the owner. All costs incurred for the removal of such signage shall be the responsibility of the property owner. All unpaid costs shall be assessed to the property tax duplicate for the subject property. Signs so removed, to the extent possible, will be retained by the Village for a period of not more than ten (10) days and may be claimed by their owners by contacting the Village Administrator. After the retention period, the Village may dispose of such signs. Signs which cannot be removed without destroying the sign may be discarded.

(V) Prior Sections Invalidated. This section shall control all issues related to signs located in the Village of Glendale. In the event that any section of this Zoning Code refers to signs, such section is specifically superseded by the provisions of this section.

(W) Violations. In case any signs shall be installed, erected, constructed, or maintained in violation of any of the terms of this section, the Village Zoning Administrator shall notify in writing the owner or lessee thereof to alter or remove such sign so as to comply with this section. Such persons shall be given ten (10) days from the date of the written notice to alter the sign so as to comply with this section. Thereafter, failure to comply with any of the provisions of this section shall be deemed a violation and shall be punishable under § 154.99 of the Zoning Code.

VILLAGE OF GLENDALE

STATE OF OHIO

ORDINANCE 2022-48

**AN ORDINANCE APPOINTING GLENDALE VOLUNTEER FIREFIGHTERS,
ESTABLISHING A ONE YEAR PROBATIONARY PERIOD, AND DECLARING AN
EMERGENCY**

BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I The following individuals are hereby appointed to the position of Volunteer Glendale Firefighter, effective upon completion of all personnel processing. This appointment will incorporate a one-year probationary period effective upon passage:

John Adams

Riley Cook

SECTION II This ordinance is hereby declared to be an emergency measure for the purpose of the timely and efficient administration of Village affairs, to allow the filling of vacancies in the Glendale Fire Department, thereby providing adequate manpower for responding to emergencies and other incidents in the Village, as provided by Ohio Revised Code 731.30, and shall take effect immediately upon its passage.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

VILLAGE OF GLENDALE

STATE OF OHIO

ORDINANCE 2022-49

AN ORDINANCE AUTHORIZING AMENDMENT OF 2022 APPROPRIATIONS OF THE WATER WORKS AND SANITARY SEWER TREATMENT FUNDS AND DECLARING AN EMERGENCY

WHEREAS, the Utilities Committee, at its August 4, 2022 meeting, unanimously recommended that approximately \$17,000 be appropriated for the purchase of new utility billing software; and

WHEREAS, the vendor of the new billing software shall be Ampstun, having been selected by Village staff, and the one-time setup cost shall be \$17,100;

BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I The 2022 appropriations for the Water Works and Sanitary Sewer Treatment Funds are to be increased as listed:

<u>Account Number</u>	<u>Account Description</u>	<u>Increase</u>
601.503.2349	Other Professional Fees	\$8,550
602.504.2349	Other Professional Fees	\$8,550

SECTION II This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices and to ensure the continuation of important Village projects.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

VILLAGE OF GLENDALE

STATE OF OHIO

ORDINANCE 2022-50

**AN ORDINANCE AUTHORIZING AMENDMENT OF 2022 APPROPRIATIONS OF THE
SANITARY SEWER TREATMENT FUND AND DECLARING AN EMERGENCY**

WHEREAS, the panel that operates EQ pumps at the Village Wastewater Plant requires unexpected replacement to ensure continued and reliable operation of this equipment;

BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I The 2022 appropriations for the Sanitary Sewer Treatment Fund are to be increased as listed:

<u>Account Number</u>	<u>Account Description</u>	<u>Increase</u>
602.504.2351	Other Professional Fees	\$9,200

SECTION II This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices and to ensure the continuation of important Village projects.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

VILLAGE OF GLENDALE

STATE OF OHIO

ORDINANCE 2022-51

**AN ORDINANCE AUTHORIZING AMENDMENT OF 2022 APPROPRIATIONS OF THE
COMMUNITY FUND AND DECLARING AN EMERGENCY**

WHEREAS, CSX Corporation, following crossing restoration at Oak Road in July, removed the traffic detection loops required for the active operation of a Quiet Zone; and

WHEREAS, under the terms of the March 2018 agreement between CSX and the Village of Glendale, the restoration of this equipment is the responsibility of the Village; and

WHEREAS, sufficient privately donated funds exist within the Community Fund to fund this repair, with no use of taxpayer revenue;

BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I The 2022 appropriations for the Community Fund are to be increased as listed:

<u>Account Number</u>	<u>Account Description</u>	<u>Increase</u>
809.397.2349	Other Professional Fees	\$30,000

SECTION II This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices and to ensure the continuation of important Village projects.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

**VILLAGE OF GLENDALE
STATE OF OHIO
ORDINANCE 2022-52**

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH STRAWSER CONSTRUCTION INC. IN AN AMOUNT NOT TO EXCEED \$147,500 FOR THE RESURFACING OF CERTAIN PUBLIC ROADS AND PARKING LOTS IN THE VILLAGE, SAID PROJECT HAVING BEEN AUTHORIZED BY THE ODOT 101G COOPERATIVE PURCHASING AGREEMENT AND NOT SUBJECT TO ADDITIONAL BID AND DECLARING AN EMERGENCY

WHEREAS, the Village of Glendale is an approved participant in the Ohio Department of Transportation Cooperative Purchasing Program that allows municipalities to directly purchase pre-bid service contracts from qualified contractors without additional bidding; and

BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I The following streets and public parking lots in the Village are now in need of resurfacing using chip seal and Blackmat application:

Annadale Ln., Church Ave., Carruthers Pond Dr., Jefferson Ave., Lincoln Ave., Cole Ave., Summit Ave. & Summit Park parking lot, Myrtle Ave.

SECTION II The Administrator is hereby authorized to enter into a contract with Strawser Construction Inc. in an amount not to exceed \$147,500 and to make timely payments for satisfactory stages of completion as invoiced, with payments to be drawn from 201 Street Construction Fund.

SECTION III This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices and to ensure the continuation of important Village projects.

Passed: September 12, 2022

Attest:

Donald A. Lofly, Mayor

Rebecca Terrell, Clerk

VILLAGE OF GLENDALE
STATE OF OHIO
ORDINANCE 2022-53

AN ORDINANCE AUTHORIZING AND GRANTING CONSENT TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO PERFORM TIMELY BRIDGE INSPECTIONS VIA THE ODOT BRIDGE INSPECTION PROGRAM SERVICES, AS DESCRIBED WITHIN, AND DECLARING AN EMERGENCY

WHEREAS, the Village of Glendale, an Ohio Local Public Agency (“LPA”), has deterred a need for Bridge Inspection Program Services (“Project”), including, but not limited to routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed;

BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above-described project.

SECTION II The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

The State shall assume and bear 100% of all the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant’s Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the municipality As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved

recommendations. Timely implementation is essential to the success of this program.

SECTION III The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION IV The Project is based on the available funds provided by ODOT aimed at assisting the LPA in reaching compliance with State and Federal laws and policies for bridge inspection. The Project specifics (program duration, PID number, and consultant scope of services (Exhibit A)) shall be provided to the designated LPA Contractual Agent via email sent by ODOT Office of Structural Engineering (OSE). ODOT will seek additional funds to renew the project in future years. If such funds are allocated, ODOT will send an email with the Project specifics to the designated LPA Contractual Agent seeking approval for the new Project. ODOT will not proceed with any Project that does not have written authorization via email from the designated LPA Contractual Agent.

SECTION V The Village Administrator is hereby empowered on behalf of the Village of Glendale to provide written authorization via email to the Director of Transportation to complete the above-described project and any renewals.

SECTION VI This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the continuation of important Village projects.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

Scope of Services Meeting Date: **/**/**
Approved Final Scope of Services Minutes Date: **/**/**

GENERAL ENGINEERING SERVICES

Central Office, Office of Structural Engineering

Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for Level 1 Bridge Inspection services, which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Third Edition 2019 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The duration of the agreement will be twelve (12) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in AssetWise. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from AssetWise data as of July 2022.

Project: SP01 - District (1, 2, &3), Total Structures = 485*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	192	178	26	0	396
Multi-Span	24	20	31	14	89
Culvert	119	29	1	0	149
Truss	0	1	3	0	4
Fracture Critical Inspection	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Load Rating**	108	99	29	7	243

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP02 - District (4, 11, &12), Total Structures = 392*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	127	126	35	0	288
Multi-Span	22	25	37	20	104
Culvert	84	40	1	0	125
Truss	1	2	6	0	9
Fracture Critical Inspection	0	0	3	0	3
Underwater Inspection	0	0	0	0	0
Load Rating**	75	76	36	10	197

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP03 - District (5, 6, &10), Total Structures = 515*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	189	206	40	0	435
Multi-Span	11	11	37	21	80
Culvert	111	87	4	0	202
Truss	0	0	7	0	7
Fracture Critical Inspection	0	0	7	1	8
Underwater Inspection	0	0	0	0	0
Load Rating**	80	87	31	8	259

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP04 - District (7, 8 &9), Total Structures = 508*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	177	157	36	1	371
Multi-Span	29	45	49	14	137
Culvert	126	85	3	0	214
Truss	0	0	7	1	8
Fracture Critical Inspection	0	1	4	1	6
Underwater Inspection	0	0	0	0	0
Load Rating	103	101	43	8	255

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 \$560,000
SP02 \$530,000
SP03 \$570,000
SP04 \$590,000

DBE Participation:

Project	Goal
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

Price Proposal Due Date: **//****

UNDERSTANDING

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
 - a) CONSULTANT shall perform all applicable updates to ASSETWISE with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
 - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
 - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters and emails related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
 - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto ASSETWISE.

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Critical Susceptibility NBIS Item 113) - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned. Please use the latest scour assessment form.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, Type 3, Type 3S2, Type 3-3, NRL, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and the latest BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update ASSETWISE Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer, and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

TASK 3 – ASSETWISE STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website. The CONSULTANT shall verify this data and determine if the ODOT ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
 - b. Use an elevation view for trusses.

- c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (ASSETWISE Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in ASSETWISE. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

VILLAGE OF GLENDALE

STATE OF OHIO

ORDINANCE 2022-54

**AN ORDINANCE AMENDING THE JOB DESCRIPTION OF FIRE CHIEF FOR THE
VILLAGE OF GLENDALE**

BE IT ORDAINED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I The position description of the Fire Chief is hereby amended as attached in Exhibit A.

SECTION II This ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to allow the filling of vacancies in the Glendale Fire Department, thereby providing adequate manpower for responding to emergencies and other incidents in the Village.

First Read: September 12, 2022

Second Read:

Third Read:

Passed:

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

VILLAGE OF GLENDALE
POSITION DESCRIPTION

TITLE: Fire Chief, Part Time

DEPARTMENT: Fire Department

SUPERVISOR: Village Mayor

PREPARATION DATE: April 30, 2022

GENERAL PURPOSE: Appointed by the Mayor and with the advice and consent of Council and under the general supervision of the Mayor, the Fire Chief performs a wide variety of tasks related to the effective and efficient operation of the Village of Glendale Fire Department.

CORE VALUES: The Village of Glendale has established the following as its core values and all employees are expected to embody and demonstrate these values:

- Integrity
- Respect
- Effective Communication
- Teamwork
- Accountability
- Positive Attitude
- Dedication to Service

ESSENTIAL FUNCTIONS:

- Directs and coordinates the overall activities of the fire department to ensure efficient utilization of personnel, equipment and financial resources to achieve desired level of service objectives regarding fire suppression, emergency medical services, fire code enforcement, life safety inspections, public education and fire investigation.
 - Meets with the Mayor on a regular basis to ensure desired level of service is established.
 - Provides effective verbal and written communication to the Mayor and Village Council regarding fire department needs, issues, programs, and activity.
 - Promptly communicates to Mayor any developments or other information that could affect the fire department's ability to perform its assigned functions or its standing within the community.

- Develops and obtains approval for his/her annual budget and manages fire appropriations efficiently within Village and State guidelines.
- Conserves Village resources by locating and applying for relevant grants and cost-sharing opportunities.
- Directs and oversees recruitment of skilled firefighters and other subordinates, recommends new hires for approval by Village Council, supervises, trains, and disciplines Fire Department personnel to ensure the following:
 - Department members receive proper orientation and training to understand and comply with the overall policies, performance standards, protocols, laws and philosophy of the Village and Fire Department.
 - Firefighter performance is monitored assuring the appropriate personnel, procedures, tools and equipment are used to effectively meet the service level objectives.
 - Department members are provided a means for professional growth.
 - Fair disciplinary procedures, consistent with Village policy, are applied to all Department members.
- Prepares personnel payroll reports.
- Ensures that the Department responds to fire and emergency medical service calls to perform quality assurance and to establish Incident Command.
- Attends public meetings as necessary or assigned to inform the public of fire department services, provide safety education, and to receive input from residents to ensure ongoing communication between the residents and the Fire Department.
- Provides written activity report at all regular meetings of Village Council.
- Works with residents and, develops effective and timely resolutions to resident concerns whenever possible.
- Works with the Mayor to create a succession plan, for the Chief and other leadership positions in the Department.
- Performs various tasks as assigned by the Mayor.

CORE COMPETENCIES:

- Leadership: Demonstrates and exemplifies personal characteristics of professionalism to provide a standard of excellence for others in the Village, inspires subordinates to improve, perform and engage in achieving goals, tasks, and assignments, provides information and training necessary to improve and to achieve goals, tasks and assignments, leads by positive example, provides appropriate review and follow-up of subordinates to ensure tasks/assignments are completed properly and in a timely manner, possesses and maintains a professional appearance and demeanor at all times.

- Service-Oriented: Is dedicated to meeting the expectations and requirements of Village personnel and members of the public, gets first-hand information and uses it for improvements in the timely and efficient delivery of services to Village residents, acts with Village residents in mind, establishes and maintains effective relationships with residents and members of the public and gains their trust and respect.
- Dealing with Ambiguity: Effectively deals with change, shifts gears comfortably, isn't upset when responsible for, or participating in, multiple investigations which are in progress and at various stages, acts without perfect or complete information, doesn't have to finish one task before starting another, comfortably handles risk, uncertainty, and unknown facts.
- Recruitment: Regularly engages in activities designed to ensure a consistent flow of qualified applicants to be volunteers for the Department.
- Personnel Development: Provides teaching, mentoring and motivation to subordinates, provides appropriate and timely positive and negative feedback to subordinates, enforces Village policies, procedures, and regulations in a documented, timely and uniform manner, effectively evaluates the performance of subordinates, to include the preparation of recommendations for improvement, training, and promotion, recommends appropriate discipline and training/retraining of subordinates.
- Planning: Accurately discerns the length and difficulty of tasks and projects, sets appropriate objectives and goals, breaks down work into the process steps, develops schedules and task/people assignments, anticipates and adjusts for problems and roadblocks, measures performance against goals, evaluates results.
- Organizational Savvy: Maneuvers through complex, political situations effectively and quietly, is sensitive to how people and organizations function, anticipates where the stumbling blocks are and plans his/her approach accordingly, views politics as a necessary part of working for a political subdivision and works to adjust to that reality.
- Presentation Skills: Is effective in a variety of formal presentation settings, including court testimony, one-on-one, small and large groups, with peers, direct reports, and bosses, is effective both inside and outside the Village on both controversial and routine topics, commands attention and manages group process during the presentation, changes tactics midstream when something is not working.
- Written Communication: Writes clearly, succinctly, and effectively in a variety of communication settings and styles; communicates message to achieve intended result.
- Ethical Conduct: Conducts him/herself in an ethical and legal manner both on and off the job.

SUPERVISORY RESPONSIBILITIES: Directly supervises Assistant Chiefs in accordance with the organization's policies and applicable laws. Is responsible for the overall vision, direction, coordination, succession planning and sustainability planning for the fire department.

REQUIRED QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty, general duty, and core competency satisfactorily. The requirements listed below are representative of the additional requirements of the position.

EDUCATION and/or EXPERIENCE: High School Diploma. College Degree preferred. At least ten years' experience as a Firefighter/Emergency Medical Technician. Must have at least three years' Command experience as a Captain or equivalent.

REQUIRED KNOWLEDGE, SKILLS AND ABILITY:

Certificates, Licenses, Registrations: Must have an Ohio Firefighter Level II certification. Must be a certified Ohio Emergency Medical Technician, an Ohio certified Fire Safety Inspector, and an Ohio certified instructor. A valid Ohio state driver's license or ability to obtain one within three months. Must be bondable and insurable by the Village's insurance carriers as to all relevant insurance types, including but not limited to automobile insurance.

Language Skills: Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from residents, regulatory agencies, or members of the business community. Ability to effectively present information to top management, public groups, and other groups.

Mathematical Skills: Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations, including budgeting.

Mechanical Skills: Demonstrated mechanical ability and knowledge of structural design.

Reasoning Ability: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

SPECIAL REQUIREMENTS: Must possess a valid state driver's license. Must be bondable and be, and remain, insurable by the Village's insurance carriers, without penalty or surcharges, as to all relevant insurance types, including, but not limited to, automobile insurance.

TOOLS AND EQUIPMENT: Must be able to use personal computer, including applicable word processing, spreadsheet and data base software; calculator, telephone; cellular telephone, and copy/fax machine. Must have knowledge of single and double axle fire apparatus, pneumatic, gasoline, electric, and hydraulic powered hand tools and equipment, chain saws and other powered and non-powered hand tools, ladders, self-contained breathing apparatus, ropes, fire hose and nozzles, electrical generators, two-way radios and related equipment.

PHYSICAL DEMANDS: While performing the duties of this job, the employee is regularly required to sit and talk or hear at normal spoken word volume levels. The employee frequently is required to use hands to finger, handle, or feel objects. The employee is required to be able to stand; walk; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 50 pounds.

Must be able to see to perceive general surroundings and to review maps, plans, and emergency situations. Specific vision abilities required for this job include close and distance vision (which may be achieved through glasses, lenses, etc.) and the ability to adjust focus.

WORK ENVIRONMENT: While the employee will normally work in a quiet, climate-controlled office environment to perform the functions of this job, he/she may be required to participate in/command emergency situations which will occur in various environments including outside environments without protection from the elements and in locations in which loud noise, smoke, chemicals, unsanitary conditions, hostile members of the public, and other hazards may be present.

PERFORMANCE REVIEW GUIDELINES: The employee's performance will be evaluated on the performance or nonperformance of the essential functions, general functions, and core competencies listed herein as well as those additional duties which are similar, related, necessary or incidental to those functions/competencies or are assigned to the employee during the course of his/her employment.

POSITION TYPE: This is a part-time, with a maximum of 30 hours per week.

EXPECTED HOURS OF WORK/ATTENDANCE REQUIREMENTS: The normal working hours for this position shall be set by the Mayor. However, given the nature of the position, it is understood that the Fire Chief's schedule may vary from the normal work week and he/she shall be permitted, with the advance permission of the Mayor, to work a flexible schedule to ensure the efficient and timely completion of the Fire Chief's tasks.

Given the supervisory and hands-on work duties of the Fire Chief, in-person attendance is an essential function of this position. Remote work locations to perform the administrative functions of the position may be permitted with the prior consent of the Mayor.

SELECTION PROCESS: Applicants must complete and submit an application for employment. References are checked, and a criminal background investigation, is completed. Selected applicants will be interviewed and may be required to perform job-related tests. A physical, consistent with the requirements of the Ohio Revised Code, will be conducted post-offer.

MODIFICATION OF JOB DESCRIPTION: The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYEE SIGNATURE:

The signature below signifies that I have reviewed and understand the contents of this job description.

Employee Signature

Employee Printed Name

Date

VILLAGE OF GLENDALE

STATE OF OHIO

RESOLUTION 2022-24

A RESOLUTION AUTHORIZING THE CONDITIONAL USE OF LAND AT 1045 LAUREL AVENUE FOR AN IN-GROUND SWIMMING POOL TO BE CONSTRUCTED PURSUANT TO CERTAIN CONDITIONS

WHEREAS, on September 12, 2022 the Glendale Planning and Historic Preservation Commission (“GPHPC”) reviewed the conditional use application filed by Luxe Pools by Design requesting permission to install an in-ground swimming pool on the property located at 1045 Laurel Avenue in the “A” zoning district; and

WHEREAS, after considering all of the information presented to it, the GPHPC recommended approval of the conditional use application, provided certain conditions set forth in Section I below are met; and

WHEREAS, as required under Section 154.62 of the Codified Ordinances of the Village of Glendale, the GPHPC forwarded the recommendation to the Village Council for approval, disapproval or approval with conditions; and

WHEREAS, Village Council has considered the recommendation and heard from interested parties regarding the application;

BE IT RESOLVED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring:

SECTION I Village Council hereby approves the conditional use application, subject to the following conditions:

1. Location per the site plan originally submitted to, and approved by, GPHPC on September 12, 2022.
2. Compliance with fencing regulations per the Glendale Codified Ordinances Section 154.55(I)(4) and the Building Code.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

**VILLAGE OF GLENDALE
STATE OF OHIO**

RESOLUTION 2022-26

A RESOLUTION DESIGNATING HUNTINGTON NATIONAL BANK AS THE VILLAGE DEPOSITORY FOR ITS ACTIVE INTERIM AND IN-ACTIVE DEPOSITS AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A TREASURY MANAGEMENT SERVICES AGREEMENT WITH HUNTINGTON NATIONAL BANK AND DECLARING AN EMERGENCY

WHEREAS, on August 8, 2022, proposals for Banking Services were received by multiple financial institutions and Huntington National Bank ("HNB") was the most eligible banking services candidate under that process; and

WHEREAS, the Council of the Village of Glendale, in conformance with the Ohio Uniform Depository Act, has sought and considered the rates of return available at area banks; and

WHEREAS, it has been determined that HNB offers the best benefits to the Village of Glendale of any bank located near the Village of Glendale; and

WHEREAS, HNB has provided an Agreement to the Village of Glendale that provides for Treasury Management Services by HNB as part of the proposal provided by HNB in the bid process; and

WHEREAS, the Village desires to enter into the attached Agreement and obtain the Treasurer Management Services as proposed by HNB and as agreed to in the attached Agreement;

BE IT RESOLVED, by the Council of the Village of Glendale, State of Ohio, a majority of all members thereof concurring, that:

SECTION I That Huntington National Bank is hereby designated as the authorized depository of this governmental entity and that one or more checking, savings or other deposit accounts ("Accounts") may be opened and maintained with HNB in the name of the governmental entity.

SECTION II That the opening and maintaining of the Accounts, and transactions occurring in connection with the Accounts and all related services, will be governed by the attached "Treasury Management Services Agreement" and other written agreements provided by HNB, and by such rules, regulations and policies as HNB shall from time to time establish.

SECTION III That the Village Administrator is hereby authorized and directed to enter into a "Treasury Management Services Agreement" ("TM Agreement") substantially similar to the Agreement attached hereto and incorporated by reference herein.

- SECTION IV** That this Governmental Entity is authorized to obtain banking services from HNB including treasury, management, and corporate card services, and to enter into such agreement or agreements and documentation for such services as are required by HNB from time to time.
- SECTION V** That the Governmental Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to HNB in connection with the banking services obtained by the Governmental Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the governmental entity by HNB; (b) credit card services under the Commercial Card Agreement; and (c) import and export services for letters of credit as provided in the Terms and Conditions for such import and export services and related reimbursements, financing, and security or collateral arrangements.
- SECTION VI** That the Governmental Entity is authorized to enter into, execute and deliver to HNB applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("Banking Services Financing Agreements") each of which, when submitted and accepted or signed by an Authorized Person is authorized and approved in all respects.
- SECTION VII** That (a) each of the individuals identified in the table entitled "Authorized Persons" appearing below; and (b) any other person designated by any such individual whose identity and signature are provided to HNB each, an "Authorized Person" for purposes of certain Banking Agreements, an "Authorized Agent"; is authorized on behalf of the Governmental Entity and in its name to do any of the following:
- **Accounts and Agreements.** Open or close any deposit or other Account and execute on behalf of the Governmental Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up, and other documentation and agreements with HNB with respect to the Accounts and any services related to the Accounts including any of the Agreements between HNB and Village;
 - **Payment Instructions.** Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based, or oral instructions and payment orders for the transfer or payment of funds of the governmental entity on deposit with HNB (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer, and other electronic or physical means;

- **Implementation and Setup.** Select the services the Governmental Entity will obtain from HNB, and instruct HNB on service-options and features desired by the Governmental Entity, and the setup, implementation, and security procedures relating to the services selected; and,
- **Authorization.** Designate, and advise HNB of the entity or persons (including officers and employees of this Governmental Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Governmental Entity or services utilized by the Governmental Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Governmental Entity and will have authority to: manage the service on behalf of the Governmental Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

- SECTION VIII** That all actions of the Authorized Persons, and Agreements, applications, documents, and authorizations executed and delivered by the Authorized Persons prior to the date of these resolutions and in connection with the transactions contemplated by these resolutions are ratified, confirmed and approved in all respects.
- SECTION IX** The HNB is authorized to rely on the full and unrestricted authority provided in this Resolution of any one Authorized Person unless otherwise certified to HNB by the official.
- SECTION X** That the Official is authorized to deliver a certified copy of these Resolutions to HNB and certify to HNB that the name, title, and specimen signature of each Authorized Person.
- SECTION XI** That this Resolution is hereby declared to be an emergency measure for the immediate preservation of the public peace; health and or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices, to ensure the continuation of important Village projects, and to ensure the proper administration of Village affairs. Therefore, this ordinance shall take effect immediately upon its passage.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk



TREASURY MANAGEMENT SERVICES AGREEMENT

This Treasury Management Services Agreement (this “**Agreement**”) is entered into by and between The Huntington National Bank (“**Bank**,” “**we**,” “**our**,” or “**us**”), a national banking association with its main office located at Huntington Center, 41 South High Street, Columbus, Ohio 43287, and each Company as identified on the Authorization and Agreement for Treasury Management Services or other document requesting treasury management services (“**Authorization**”) and governs the treasury management services described in Parts II through XVI below (each a “**Service**”; collectively, the “**Services**”) to be provided by us. The terms “you” and “your” refer to each Company identified on the Authorization.

Business Security Suite: We have available certain products designed to discover or prevent unauthorized transactions, including unauthorized checks and ACH debits, forgeries, and alterations. While no such product is foolproof, we believe that the products we offer will reduce the risk of loss to you from fraud.

You agree that if your account is eligible for those products and you choose not to avail yourself of them, then we will have no liability for any transaction that occurs on your account that those products were designed to discover or prevent, nor will we have any duty to re-credit your account for any such losses.

Huntington also recommends that all customers initiating Payment Orders use the following Security Procedure(s) based on the type of payment and method of submission:

Payment Center (submit via Digital Tool): Two unique User IDs assigned to two unique users. If you decline these Huntington recommendations, please understand that you will be solely responsible to design and implement verification methods prior to submitting Payment Orders to Huntington via Huntington-provided applications or direct transmission.

Integrated Payables: Two unique User IDs assigned to two unique Administrative Users who can approve batches (Company Program Administrator or Administrative User with Final Approver permission). User ID #1 used to enter the payment request and User ID #2 subsequently used to approve the request.

Payment Center (submit via Payments Automation/File Transmission): Payments Automation ID used to submit a payment request via direct file transmission and a unique User ID assigned to a human user used to subsequently approve each payment via the Payment Center online application.

Direct ACH File Transmission: ACH File Control Totals submitted via Direct ACH File Manager accessed via online application or by separate file transmission.

Phone-In Wire Transfer (using PIN): Two unique PINs assigned to two unique callers: PIN #1 used to phone in the wire request and PIN #2 subsequently used to approve the request.

If you decline these Huntington recommendations, please understand that you will be solely responsible to design and implement verification methods prior to submitting Payment Orders to Huntington via Huntington-provided applications or direct transmission. Therefore, Company acknowledges their authentication responsibility for Payment Orders manually input into or transmitted to a Huntington system. Huntington will be responsible for processing the Payment Order as received.

You may be required to sign additional agreements (i.e., amendments) or complete other Implementation Documentation before certain Services will be made available to you. Unless otherwise expressly provided, to the extent any terms or provisions of this Agreement directly conflict with the terms or provisions of any such additional agreements or Implementation Documentation, the terms and provisions of those additional agreements or Implementation Documentation shall control with respect to the Services they cover. Unless otherwise expressly provided, to the extent any provisions of the General Terms and Conditions set forth in Part I directly conflict with any other Part, the provisions of such other Part shall control with respect to Services described in that Part. You must maintain and designate checking/demand deposit accounts with us (each, an “**Account**”), which we will use for debiting or crediting with respect to all payments, debits, and deposits and related adjustments and charges. Except as otherwise provided, you must have collected and available funds on deposit in your Account(s) sufficient to cover your obligations under this Agreement.

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PART I: GENERAL TERMS AND CONDITIONS

Section 1. Our Services. We will provide you with each of the Services that you choose to use on the Authorization and any addendum or amendment thereto, or any subsequent Authorization, subject to the terms and conditions of this Agreement. We may offer additional services to you, which additional services may be represented by separately executed agreements that may incorporate the terms and conditions of this Agreement. Our Business Deposit Accounts Rules and Regulations and deposit account disclosures (i.e., Funds Availability Schedule) governing your Accounts (“**Account Rules**”) shall continue to apply. In the event of any direct conflict between this Agreement and the Account Rules, the terms of this Agreement shall govern, but only to the extent reasonably necessary to resolve the conflict. Capitalized terms used in this Agreement that are not defined in the text are defined in the Glossary in Part XIV. You shall use the Services solely to carry on your lawful business, and you shall not use any of the Services to process or facilitate transactions for or on behalf of any third party without obtaining our prior written consent.

Section 2. Fees: Funds Availability: Overdrafts. You agree to pay us the applicable fees and charges disclosed to you for use of the Services. We reserve the right to change any fees at any time. Any new fees will take effect with the next account analysis or statement period after we send notice to you that a change in fees has occurred, unless some other effective date is set forth in such notice. Unless other arrangements are made with us, including reduction in fees through account analysis and compensating balances as calculated by us, you agree that we are authorized to charge the fees and charges to any of your Account(s) when due. You shall be responsible for payment of all sales, use or excise, value added, utility or other similar taxes relating to your use of the Services. Deposits made using any of the Services are subject to our Funds Availability Schedule. With respect to any Service, we may, at our sole discretion, allow an overdraft to occur in your Account. Except as we agree or advise you otherwise in writing, you must repay us immediately, without demand, the amount of such overdraft plus any overdraft fees, charges or interest. In such cases, the fact that we previously allowed an overdraft to occur does not obligate us to do so in the future. For purposes of satisfying your payment obligations, we may consider any overdraft line of credit or other arrangement you have with us.

Section 3. Communication Methods: Online Services. You will select during the implementation process for any Service a means of communicating with us for use of that Service and for executing transactions in connection with such Service, including telephone, facsimile, email, and electronic transmission (a “**Communication Method**”). Information and instructions may be sent and received by you using such Communication Method. Certain Services may require you to use a Web Portal or may otherwise not have all Communication Methods available for use. The terms of the agreements governing any Web Portal we provide are hereby incorporated herein. In the event of any direct conflict between this Agreement and agreements governing a Web Portal, the terms of the Web Portal agreement shall control, but only to the extent reasonably necessary to resolve the conflict. A Web Portal shall be deemed a Communication Method under this Agreement.

You are responsible for obtaining, installing, maintaining and operating all hardware, software, and internet access necessary and appropriate to access Services. You must obtain or have appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access to Services through your facilities, networks, or equipment. You will be solely responsible for any loss, liability or damage relating to phishing, pharming or similar scams. You are responsible, at your sole cost and expense, for obtaining and maintaining your communications link to Services and to ensure that your use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities.

Section 4. Security Procedures: Your Responsibility. You agree to comply with all of our Security Procedures with respect to Services covered by this Agreement. Our Security Procedures are contained in this Agreement and in other written procedures we may provide to you, whether via a separate writing or via a Web Portal. Our Security Procedures may include the issuance of online login ids, passwords, or personal identification numbers (“**Passwords**”). You agree that your use of the Services constitutes your acceptance of the Security Procedures (including the use of Passwords) as commercially reasonable in the context of your business operations. You agree to give all of our Security Procedures the same level of confidentiality you would give to your own Security Procedures and ensure that Passwords are not used by or accessible to anyone other than those individuals to whom they were issued. You agree that the Security Procedures are designed to prevent unauthorized access and not to detect errors in transactions. Notwithstanding any Security Procedures that may from time to time be in effect for detecting errors in transactions undertaken pursuant to any of the Services, we shall have no duty to discover or report to you any such errors, and neither shall we be liable to you for the failure of such Security Procedures to detect such errors.

You agree you shall be liable for all use of the Services under this Agreement and any and all transactions made, authorized, or blocked when we receive required information or instructions in accordance with our Security Procedures, including but not limited to, use of Passwords assigned to your employees, even if the person sending information or instructions has exceeded his/her authority; (ii) does not have authority from you; (iii) has had his or her authority changed or revoked; or (iv) is not the same person as the employee whose Password is being used. If you permit any Affiliate or other Person to access one of our Services through any Communication Method or Password, we will not be responsible or liable for such Affiliate or Person’s use or misuse of our



Services or access to Accounts for which you did not authorize that Affiliate or Person to have access and you agree to be liable for any such use of the Services. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to the pertinent Services.

Section 5. Confidentiality of Passwords and Access Devices. You acknowledge and agree that Passwords are strictly confidential and should only be disclosed to the Master User or Authorized Users (as defined in Part XIV) to whom they were assigned. You must instruct the Master User and all Authorized Users that they should not disclose their Passwords to anyone, including your other employees. You agree to establish and maintain procedures reasonably adapted to assure the confidentiality of the Passwords and to be solely responsible for the security of Passwords. We are not responsible or liable for any loss or damages in connection with transactions made using Services if supplied with required Passwords.

If you believe a Password for a Master User has become known by unauthorized persons (whether or not employed by you), then you must contact us immediately by telephone during a Business Day and we will, as soon as practical, remove the compromised information from the system, and issue new Passwords in accordance with our security requirements. You must also re-issue any Passwords for Authorized Users used to perform unauthorized transactions. If you believe a Password for an Authorized User has become known by unauthorized persons (whether or not employed by you), you must (i) immediately remove the compromised Password from access to the Services, (ii) issue a new Password to the Authorized User(s) whose Password was compromised, and (iii) immediately notify us of any unauthorized transactions. We reserve the right to change or suspend Passwords at any time upon notice.

Section 6. Your Duty to Review and Inspect. You are responsible for promptly reviewing and inspecting any and all invoices and Records (as defined in Part XIV). Except as otherwise provided in the description of a particular Service, you agree to notify us of any errors or discrepancies with regards to fees or invoice charges within thirty (30) days after the invoice or Records which contain such errors or discrepancies are received by you or otherwise made available to you (including through any Web Portal). You must immediately notify us of any transactional errors or discrepancies. If you fail to notify us of such error or discrepancy within the afore-mentioned time periods in which such information or Records is received by you or otherwise made available to you by us (including through any Web Portal), then you shall be precluded from asserting such error or discrepancy against us. Notwithstanding the foregoing, we reserve the right to, but are not obligated, in our sole discretion, adjust transaction records for good cause at any time.

Section 7. Financial Review. You shall, upon our request, promptly provide us with financial information and statements as we determine to be reasonably necessary or appropriate. Such information may include, but shall not be limited to, audited financial statements, including balance sheets, income statements, statements of retained earnings, and consolidated statements of changes in financial position, all in reasonable detail and stating in comparative form the respective figures for the corresponding date and period in the prior fiscal year and all prepared in accordance with GAAP consistently applied. Notwithstanding the foregoing, if you are a publicly traded entity, you shall, upon our request, provide or make available to us your most recent publicly available annual consolidated statements of financial condition in lieu of the aforementioned financial information.

~~**Section 8. Indemnification.** You will indemnify and hold us harmless from and against any and all Losses arising out of or related to any claims and demands made, asserted, or threatened by any person (whether an individual or other legal entity) that is not a party to this Agreement which may be incurred by us relating to or arising out of this Agreement, other than those arising out of our gross negligence or willful misconduct. In addition, if we become involved in legal action to defend or enforce this Agreement against you, you agree to pay our reasonable attorneys' fees and costs if we prevail in any such action, to the extent not prohibited by law. The preceding two sentences may not apply if you are a public funds customer (e.g. government or public university) and the governing state law or rule, regulation or regulatory opinion prohibits indemnification by such entities.~~

~~You also agree to reimburse us for any and all fees, penalties, fines, costs or the like assessed against us by the National Automated Clearing House Association ("NACHA") for any violation of the ACH Rules, or by any Governmental Authority with jurisdiction over us, that is incurred by us due to actions we take under this Agreement as instructed by you.~~

Section 9. Limitation of Liability. Notwithstanding any provision of this Agreement providing to the contrary, our liability to you for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a transaction shall be limited to actual damages sustained by you that are a direct result of our failure to exercise ordinary care in providing the service. Failure to exercise ordinary care shall not be inferred by reason of a loss of a Check, deposit, transaction, or Entry, or any other Item. We shall not be responsible for your acts or omissions, those of your Vendor (as defined in Section 22 of this Part), agent or employee, any other party providing services to you, or any other person or entity, including, without limitation, Fed Wire, SWIFT, Telex, any automated clearing house, or any other financial institution. We shall not be responsible for any Loss arising from or in connection with any inaccuracy, act or failure to act on your part or on the part of any person not within our reasonable control. We shall not be responsible for any charges imposed by any Vendor or other third party not retained by us as our Processor (as defined in Section 23 of this Part). Our liability hereunder for interest losses will be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank in Cleveland, Ohio and any such compensation shall be limited to the amount of interest lost for a period not exceeding thirty (30) days following your receipt of the confirmation advice, account

statement or when we have otherwise made such information available to you (whichever comes first) less any interest actually earned on the funds. Except as expressly provided in this Agreement, we shall not be required to act upon any notice or instruction received from you or any other person with respect to any matter.

IN NO EVENT WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT OR LOST PROFITS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Section 10. Disclaimer of Warranties. EXCEPT AS PROVIDED IN ANY APPLICABLE SERVICE DESCRIPTION, WE MAKE NO REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES TO BE PROVIDED BY US. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY SALES REPRESENTATIVE IN CONNECTION WITH THE SERVICES SHALL CONSTITUTE REPRESENTATIONS AND WARRANTIES OF ANY KIND.

Section 11. Events Beyond Our Control. We will be excused from any delay or prevention in performance, and will not be responsible or liable for any loss of information, errors or delays in transmission and/or processing of your transactions, damage, cost, loss, or liability, arising out of causes beyond our reasonable control, including, but not limited to, strike, lockout, war, lack of energy, riot, insurrection, fire, flood, unavoidable accident, acts of God, acts of nature or any cause which is attributable to a third party, governmental acts or regulations, legal constraint, computer malfunction including, but not limited to, computer viruses, equipment breakdown, electrical or mechanical failure, or the enactment, or the issuance or operation of any adverse governmental law, ruling, regulation, order or decree. We will not be responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement. In the event of any errors or delays by us, we will only be responsible to use ordinary care to correct any such errors or resume transmissions of information required to be made by us as soon as reasonably possible.

Section 12. Termination of Service. Either of us may terminate this Agreement, or suspend or terminate any of the Services provided, at any time upon notice to the other party, effective thirty (30) days after such notice is received. In addition, we may terminate this Agreement, or suspend or terminate any Service, immediately without notice (or immediately with notice if legally required), in the event (i) of fraud, suspected fraud, suspected illegal or suspicious activity, safety and soundness considerations, bankruptcy, receivership, merger, business necessity, regulatory compliance, administrative order, judicial order, or breach of this Agreement; (ii) in our good faith opinion your financial condition has become impaired or deteriorated; (iii) your non-use of the Service(s) for a period of six (6) months or more; or (iv) your default on any agreement or instrument between you and us or our Affiliate, or from you in our favor or our Affiliate's favor, but we will use commercially reasonable efforts to provide notice after termination if permitted by Applicable Law. The applicable Services will terminate automatically without notice in the event (a) your Account(s) associated with any of the Services is/are closed, (b) of termination of a Processor contract which is necessary for the performance of the Services, or (c) either we are prohibited by Applicable Law from performing the Services or you are prohibited by Applicable Law from receiving the Services. In the event of any termination, all fees incurred in connection with the effected Services on or before termination will become immediately due and payable. If the funds in the Account used by a particular Service(s) does not have adequate funds available, we may use any other Account to collect any immediately due and payable amounts. No termination by either of us shall relieve the other from responsibility as to any Check drawn, presented, or paid prior to termination of any Service; or, termination initiated but not executed prior to the effective date of termination. We shall have no obligation to provide any Service or execute any transaction or transfer that was not initiated or transmitted prior to the effective date of termination. If you fail to submit necessary documentation, provide necessary access to your business (if applicable), or undertake necessary training (if applicable) during the implementation process for a Service, the Service may be terminated or suspended without notice.

Section 13. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, that provision will be interpreted so as to achieve, to the extent permitted by Applicable Law, the purposes intended by the original provision, and the remaining provisions of this Agreement will continue intact.

Section 14. Governing Law; Venue; Waiver of Jury Trial. Except with respect to the UCC, this Agreement is governed by the laws of the State which governs your Accounts according to the Account Rules, without regard to its conflicts of laws rules. You hereby submit to the exclusive jurisdiction of such State's state and federal courts, and waive any objection to venue and forum non-convenience with respect to actions brought in such courts. Each of you and us expressly and irrevocably waive our right to trial by jury in any matter arising out of or related to this Agreement or any Service.

Section 15. Complete Agreement. This Agreement, together with (i) the Account Rules, (ii) any Web Portal agreements, and (iii) any amendments and/or Implementation Documentation, constitute the entire agreement between you and us. Any

representations, promises or conditions in connection therewith not set forth in the foregoing or in a writing signed by all affected parties will not be binding. In the event performance of the Services in accordance with the foregoing would result in a violation of any present or future statute, regulation or government policy to which we are subject, then the foregoing will be deemed amended to the extent necessary to comply with such statute, regulation or policy.

Section 16. Modification: No Waiver. We reserve the right to modify, at any time and in our sole discretion, without your consent, and without notice to you unless required by law, any of the terms and conditions set forth in this Agreement, and we may notify you of such changes in writing or by electronic means (including via a Web Portal). Except as otherwise provided in this Agreement or as otherwise stated in the notice (if sent), any modification by us will be effective when we send notice to you. You may modify this Agreement only with signed written consent from us. Except for changes made in accordance with this Section, no deviation, whether intentional or unintentional, shall constitute an amendment or modification of this Agreement, nor constitute a waiver by us of any rights in this Agreement. No delay or omission on our part in exercising any right hereunder shall operate as a waiver of such right or any other right.

Section 17. Assignment: Parties. We may at any time assign or delegate our rights or duties under this Agreement. You may not assign your rights or obligations under this Agreement in any way without our prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. No other person or entity is deemed to be a third-party beneficiary of this Agreement or any of the Services.

Section 18. Notices. Except as otherwise provided in this Agreement, all notices concerning the administration of the terms of this Agreement between you and us that are sent by either you or us shall be in writing and, if to you, addressed to the primary mailing address as shown on our records at such time, and if to us, addressed to our Treasury Management Client Services office at such address as we specify in writing. Any such notice will be effective either on the date it is actually received by the receiving party or five (5) days after it is mailed by first class mail whichever is earlier; provided, however, that any notice sent by you terminating this Agreement or a Service shall be rendered ineffective if you use or avail yourself of any such terminated Service after the date of termination contained in any such notice.

Additionally, you and we each acknowledge and agree that certain notices and communications concerning the operation of Services may be provided by you or us to the other by telephone, fax or electronic means (including email) in accordance with the information provided by the receiving party as specifically set forth in this Agreement or in our Implementation Documentation. Any such notice or communication provided by fax or electronic means will be effective upon verified or successful transmission thereof to the receiving party, and any such notice given by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, each of you and us may rely on such notices or communications given by fax or electronic means as though they are originals. Notwithstanding any terms in this Part to the contrary, any addition, deletion or change to any Services requested by you must be submitted in a form acceptable to us, and no such requested addition, deletion or change will become operative or effective until we confirm to you that such addition, deletion or change has been implemented, which we agree to do within a reasonable period of time.

Section 19. Representations and Warranties. You warrant and represent that (a) you are duly organized, validly existing, and in good standing in the jurisdiction in which you are organized; (b) there are no provisions of any law, or any certificate of incorporation, certificate of organization, by-laws, operating agreement, partnership agreement, or any agreement of any kind, nature or description binding upon you which prohibits you from entering into or performing under this Agreement; (c) your execution and performance of this Agreement has been duly authorized; (d) the person(s) executing this Agreement on your behalf is authorized by you to do so; (e) this Agreement is a binding obligation of yours; (f) all Accounts accessible pursuant to the Services were established only for business purposes; and the transactions made with respect to those Accounts will only be for business purposes; and (g) you are authorized to accept for deposit any Checks deposited in your Account(s) or an Account of your Affiliate using any of the Services. You will be deemed to repeat all of the foregoing warranties and representations each time we perform Services under this Agreement. We will be entitled to rely on any written notice or other communication believed by us in good faith to be genuine and to have been signed or authorized by an authorized representative of yours.

Section 20. Compliance. The Services are subject to all applicable laws, rules, and regulations, including, without limitation, the Uniform Commercial Code, the Bank Secrecy Act, as well as the rules and regulations of any money transfer systems, clearing houses, or Processors used by us in providing the Services. You and we agree to be bound by all applicable laws, rules, and regulations, as amended from time to time.

Section 21. License. Copyright. Patents. Trademarks and Other Intellectual Property Rights. You acknowledge that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Services and any versions thereof, including all Implementation Documentation and instructions relating thereto, are and shall remain our sole property or that of our Processors. You shall not during or at any time after the

expiration or termination of this Agreement in any way question or dispute our ownership thereof. In the event that new inventions, designs or processes evolve in performance of or as a result of the use of any of the Services, you acknowledge that the same

shall be our property, unless otherwise agreed in writing by us. If applicable, we grant you a license to use the Web Portals in connection with the Services provided hereunder during the term of this Agreement.

Section 22. Vendor. Any third party servicer or vendor, including any value added networks (“**Vendor**”) used by you in connection with any of the Services shall be deemed to be your agent, and you will be liable for (i) any Vendor’s failure to comply with any Security Procedures or operating requirements relating to the Services hereunder, (ii) for all fees, costs and expenses owed to each Vendor for its services, and (iii) for any claims, damages, costs and expenses incurred as a result of any Vendor’s failure to perform, or delay or error in performing, its services. This paragraph shall survive termination of this Agreement.

Section 23. Processor. You acknowledge and agree that we may arrange for some parts of the Services to be performed or provided by a third party service provider, vendor or processor (each a “**Processor**”). Our use of a Processor shall not relieve us of our obligations under this Agreement, and, we and any Processor shall only be responsible for the acts or failures to act by such Processor to the same extent we would incur responsibility therefore under this Agreement if we had so acted or failed to act. You agree not to bring a claim or any form of legal action against any Processor and agree to hold any such Processor harmless in connection with this Agreement and acknowledge that any such claims will be brought only against us.

Section 24. Unfair, Deceptive or Abusive Acts or Practices. Where you or your third parties utilize the Services provided herein to display or otherwise present content to consumers, and you create, add, modify or otherwise modify such display or content (your “**Modifications**”), you acknowledge and agree that we shall not be responsible for your Modifications. Notwithstanding the foregoing, you further agree that Modifications shall be clear, concise and not misleading. If we receive notice that the Modifications may be or is violative of this provision, as determined in our sole discretion, you agree to amend or cease use of the Modifications upon our request.

Section 25. Survival. All warranties, indemnities, limitations of liability, and confidentiality requirements will survive the performance and termination of this Agreement.

Section 26. Recording. We are authorized (but not obligated) to electronically record and retain telephone conversations between you (and your purported authorized representatives) and us.

Section 27. Headings. The headings used in this Agreement are for reference and convenience purposes, only, and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

Section 28. Acceptance. You may accept the terms and conditions of this Agreement by signing the Authorization for this Agreement. Delivery of an executed Authorization via facsimile transmission or other similar method of electronic transmission shall be effective as if it were delivery of a manually delivered, original, executed counterpart thereof. Additionally, your use of any Service shall be deemed an acceptance of all the terms and conditions in this Part I and the Part for that particular Service.

PART II: ACCOUNT RECONCILEMENT SERVICES

Section 1. Disbursement Reconciliation and Deposit Reconciliation Services. We will provide Deposit Reconciliation Services and/or Disbursement Reconciliation Services to you as set forth in this Part. The Services to be provided to you may consist of any or all of the following as selected by you on the Implementation Documentation:

For Deposit Reconciliation Services: deposit reconciliation, which includes a report of multiple locations depositing into a single Account.

For Disbursement Reconciliation Services:

- A. Partial reconciliation, which will include a list of Checks paid and items posted by us.
- B. Full reconciliation that will include a list of both the paid Checks and the outstanding Checks still on file (information provided as to outstanding Checks is contingent upon information supplied by you).

Section 2. Check/Deposit Stock. In ordering Checks and/or deposit tickets, you agree to use the specifications provided by us. Your Check(s) must be business sized (8" X 3 3/8"), not personal or consumer sized. If, for any reason, your Checks or deposit ticket stock are substituted with blank stock or stock other than your stock, you hold us harmless from any Losses arising out of the use of such stock. We reserve the right to charge a reject rate or additional fees for any items rejected (i.e., Check quality causing manual intervention) over 2% of the items processed per month. Upon completion of a serial number digit sequence of Check stock, you will not re-use or recycle the same check serial number until at least three (3) months have passed.

Section 3. Check Issue Data. If you have full reconciliation you will provide the check issue file information prior to the checks posting for proper reconciliation.

PART III: AUTOMATED CLEARING HOUSE ORIGATION SERVICES

Section 1. ACH Origination. We will act as an Originating Depository Financial Institution with respect to Entries initiated by you pursuant to this Agreement and the ACH Rules. Unless otherwise defined in this Part, Part I or Part XIV, all capitalized terms in this Part shall have the meanings ascribed to them in the ACH Rules.

Section 2. Settlement Account. You must maintain an appropriately designated deposit account (the “**Settlement Account**”) with us for settlement of your ACH transactions. Changes to your Settlement Account may only be made by us through established procedures and the use of set-up forms outlined within the Implementation Documentation. We may, without prior notice or demand, obtain payment of any amount due and payable (including both fees for services and transaction settlements) to us under this Part by debiting your Settlement Account, and shall credit the Settlement Account for any amount received by us for which we have previously received payment from you. You shall maintain a balance of available funds in the Settlement Account or receive credit approval for exposure limits sufficient to cover your settlement obligations. In the event there are not sufficient available funds in the Settlement Account to cover your obligations, you acknowledge that we may debit any other Accounts with us and maintained by you or that we may set off against any amount we owe to you, in order to obtain payment of your obligations.

Section 3. Transmittal of Entries by You; Transaction Limits. You shall transmit Entries to us to the location(s) and in compliance with the formatting and other requirements set forth in the ACH Rules and as specified by us. You may transmit Entries using one of the secure Communication Methods as permitted by us from time to time, including, but not limited to, our Web Portals or direct transmission, as set forth in the Implementation Documentation. The total dollar amount of Entries transmitted by you to us on any one day or on consecutive days shall not exceed the transaction limits set by us from time to time.

Section 4. Processing, Transmittal and Settlement by Us. Except for On-Us Entries (defined further in this Section) or rejected Entries, we shall (i) process Entries received from you which conform with the instructions provided by us, (ii) transmit such Entries as an Originating Depository Financial Institution to the Federal Reserve Bank or any other ACH Operator, and (iii) settle for such Entries as provided in the ACH Rules. Funds transfers will be originated based on the Entries transmitted or otherwise communicated to us by you, or on your behalf using a Third-Party Service Provider (a “**TPSP**”) which shall be deemed your Vendor under this Agreement (regardless of any referral by us). Each such Entry shall be deemed a “Payment Order.” You agree that any Entries or Payment Orders originated by you or your TPSP will be solely for your own account and not for the benefit of a third party, unless you are a Third Party Sender. You agree to be obligated and liable for any Payment Order submitted by you or by a TPSP on your behalf. The types of funds transfers that you wish to originate will be documented in our Implementation Documentation and must have our approval before you may use the ACH Services. If you are a Third Party Sender, you agree to enter into a Third-Party Processing Agreement with us, in addition to this Agreement. Please note that we do not provide or support ACH Services to a Third Party Sender which has an agreement with another Third Party Sender to act on behalf of an Originator but does not have a direct agreement with us (a “nested Third Party Sender”).

(a) General Requirements for Payment Orders.

① Compliance with Laws. You acknowledge and agree that each Payment Order, whether submitted by you or a TPSP, will comply with all Applicable Law. You further acknowledge and agree that we may limit or restrict the type of Entries that you may originate. The specific types of Entry limitations are set forth in the Implementation Documentation or other notice we have separately provided to you. Upon our request therefore, you will promptly furnish to us evidence of your compliance with Applicable Law relating to any Payment Order or resulting funds transfer.

② Compliance with Bank's Requirements; Accuracy of Information. We may, from time to time, prescribe rules or requirements relating to the format of Payment Orders, cut-off times for delivery of Payment Orders for processing, and other administrative rules relating to funds transfers, Payment Orders and the Services governed by this Part. You agree to comply with such rules and requirements. We have no obligation to (a) process or act on any Payment Order that is not received in compliance with this Agreement or the Implementation Documentation or (b) correct, adjust or reverse any Payment Order received, resulting from non-compliance with the terms of this Agreement. You are solely responsible for the accuracy and completeness of all Payment Orders and for obtaining and documenting all authorizations and consents for any and all Payment Orders (and the related funds transfers) as required by Applicable Law (including ACH Rules), and for undertaking appropriate identity verification and other matters as may be required by Applicable Law. You may elect to use a third-party verification or compliance provider, which shall be deemed your Vendor under this Agreement (regardless of any referral by us). We are not responsible for detecting errors in any Payment Order and are entitled to rely on any Payment Order and other information in the form received from you. Any Payment Order received by us after the cut-off time established by us may be treated by us as being received on the next succeeding Business Day. In the event of a discrepancy between our records and your records with respect to any Payment Order, our records will be presumed to be correct.

(b) Security Procedures. Your use of the ACH service constitutes your acceptance of our Security Procedures as a commercially reasonable means of authenticating a Payment Order communicated to us by you or on your behalf. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any Payment Order. Any Payment



Order communicated by you or on your behalf shall be effective as your Payment Order, and shall be enforceable against you, whether or not authorized and regardless of the actual identity of the signer, sender or transmitter thereof, if such Payment Order is received in accordance with the applicable Security Procedures, and if we accept such Payment Order in good faith. In addition, if any Payment Order was actually communicated or authorized by you or you otherwise benefited from such Payment Order (or resulting funds transfer), then you will be obligated to pay us the amount of the related funds transfer without regard to whether we complied with the Security Procedures. We may, in our discretion, use additional procedures to verify the authenticity of any Payment Order. You agree to implement any other reasonable authentication or Security Procedures established by us. You expressly agree that the funds transfers and Payment Orders communicated by a TPSP via direct connection with us or our ACH Operator shall be deemed in compliance with the Security Procedures and commercially reasonable.

(c) Compliance with Security Procedures. If you choose to communicate any Payment Order (including any cancellation thereof) to us in a manner that varies from the established Security Procedures, and if we accept such Payment Order in good faith, then you agree to be bound by such Payment Order, whether or not authorized, and you will be deemed to have refused the Security Procedures that we offer and recommend as “commercially reasonable,” and be obligated to pay us the amount of such Payment Order (or resulting funds transfer). However, we have no obligation to accept any Payment Order that is not communicated in compliance with the established Security Procedures. We are not responsible for refusal to act upon any Payment Order received which does not comply with this Agreement, including where our reasonable efforts to verify the Payment Order in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained.

(d) Rejection of Payment Orders. We have the right to reject, and refuse to accept, any Payment Order for any reason, including your failure to maintain a sufficient balance of collected funds in an Account; *provided, however*, that in rejecting, or refusing to accept, any Payment Order, we shall act in good faith and use our reasonable business judgment. We will have no liability to you or any Affiliate based on such rejection or refusal of any Payment Order. If we determine that processing or honoring any Payment Order would cause the Settlement Account to be overdrawn, we may, but have no obligation to, execute the Payment Order and (i) create an overdraft in Settlement Account or (ii) transfer to the Settlement Account from another Account, funds sufficient to cover the deficiency in the Settlement Account. If any Payment Order is rejected by us or any funds transfer system as a result of incomplete information or a formatting or other similar error, it will be your responsibility to re-transmit a corrected Payment Order to us.

(e) Cancellation or Amendment of Payment Order. You have no right to cancel or amend any Payment Order after it has been received by us. However, to the extent permitted by Applicable Law (including ACH Rules), we will use reasonable efforts to act on your request to cancel any such Payment Order before we process it, but we will have no liability if such cancellation is not affected. To the extent permitted by Applicable Law, we will also use reasonable efforts to, upon your request, reverse an Entry after we have processed such Entry, but we will have no liability if such reversal is not affected.

(f) Transmittal and Settlement of On-Us Entries. We will transmit each Entry (other than an Entry where we, or at our option, our Affiliate, is also the Receiving Depository Financial Institution (“RDFI”) (an “**On-Us Entry**”)) that complies with this Agreement to the ACH network before the applicable deadlines if you timely deliver to us a complete and conforming Payment Order. We will settle for each such Entry in accordance with the Applicable Law and industry practice. In the case of an On-Us Entry, we will credit or debit, as appropriate, the account of the Receiver in the amount thereof on the effective date contained in the related Payment Order provided that the effective date is a Business Day. You hereby acknowledge that credit given by the RDFI to the Receiver for payment made via Entry is provisional until the RDFI receives final settlement for such Entry. You are hereby notified and agree that if the RDFI does not receive final settlement, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver’s account, and you will not be considered to have paid the amount of the Entry to the Receiver.

(g) Inconsistency of Name and Account Number. We are not responsible for detecting errors in any Payment Order, including the identifying number of any intermediary bank or beneficiary’s bank, even if that number does not correspond to the bank identified by name. You acknowledge and agree that funds transfers may be made on the basis of account number or other identifying number (including a bank transit routing number, SWIFT BIC or CHIPS UID Code). We and any receiving bank (including any beneficiary’s bank and any intermediary bank) may rely on the account number or other identifying number of any bank (including a bank transit routing number, SWIFT BIC or CHIPS UID Code), person or bank account specified in the Payment Order even if such number identifies a bank, person or bank account different from the bank, person or bank account designated by name, and your obligation to pay the amount of the Payment Order (or resulting funds transfer) to us is not excused in those circumstances.

Section 5. Payment by You. You authorize us to debit your Settlement Account to initiate Entries based on the Payment Orders received by us, and you agree to pay to us the amount of each Entry no later than the date the Entry is processed by us as set forth in the Implementation Documentation, and you hereby authorize us to charge your Account for payment of each Entry, including, but not limited to, any reversed or returned debit Entry. You agree to be obligated and liable for any Payment Order submitted by a TPSP as if such Payment Order was submitted directly by you. We may in our sole discretion (i) refuse to originate

any credit Entry or any batch of credit Entries for which adequate funds are not on deposit in your Settlement Account at the time the Entry is to be sent, even though such credit Entry may have already been received or accepted for processing, (ii) at any time without prior notice require you to pay the aggregate sum of the credit Entries in any batch or any credit Entries before you send such Entries to the ACH network, or before crediting a Receiver's account in the case of an On-Us Entry ("Prefunding", as further described in the Implementation Documentation). If we request that you Prefund a batch of credit Entries, and you fail to so pay for such Entries, then we are not obligated to process any of those Entries or send any Entries to the ACH network or debit or credit the account of a Receiver in the case of an On-Us Entry. If any Entry, including a reversed or returned debit Entry, creates an overdraft in the Settlement Account, then you agree to promptly pay us on demand and in immediately available funds, the amount of any such overdraft and any applicable overdraft fees. The foregoing payment obligations will survive termination of this Agreement and this Part.

Section 6. Notice of Returned Transfers. We will endeavor to notify you through one of our Web Portals or by other reasonable means within the time frames indicated in the Implementation Documentation of the receipt of a returned Entry, but we will have no liability to you based on the fact that such notice was not given at an earlier time. Provided that we have complied with the terms of this Agreement in connection with such an Entry, we will have no liability to you based on the return thereof.

Section 7. Data Retention: Audit. You shall retain data on file adequate to permit remaking of Entries for seven (7) days following the date of their transmittal to us as provided herein, and shall provide such data to us upon our request. Also, upon our request, you agree to promptly provide copies of information maintained by you as required by Applicable Law. In addition, upon request and during reasonable business hours, you agree that we, our regulators, and our auditors shall have access to your records relating to your use of the ACH services as required herein, and by Applicable Law, to evaluate your compliance with Applicable Law. Failure to allow such access shall be deemed a material breach of this Agreement.

Section 8. Your Representations and Warranties. You represent, warrant and covenant that (i) any Payment Order submitted by you to us, or on your behalf by a TPSP, authorizes us to initiate Entries in accordance with the terms thereof; (ii) all Payment Orders and resulting funds transfers, and the origination thereof, comply with this Agreement and all Applicable Law, and all authorizations therefor will be obtained and all notifications related thereto will be provided by you before any Payment Order is communicated to us; (iii) any and all Payment Orders are and shall be accurate and complete; (iv) you will maintain all records relating to Transfers as required by Applicable Law; and (v) you shall originate Payment Orders only for your Accounts and not as agent or on behalf of any other third party, and you will notify us of your use of any TPSP or any other Vendor for the ACH services and you shall be responsible for the acts of any such Vendor as if they were your own. You shall be deemed to make on your own behalf, and on behalf of any TPSP, the same warranties to us with respect to Payment Orders and funds transfers as (A) we are deemed to make under the Applicable Law and the ACH Rules with respect thereto and (B) as you would make in connection with items endorsed and deposited to any of your Accounts under the UCC. Moreover, with respect to On-Us Entries, you shall be deemed to make the same warranties with respect thereto as we are deemed to make under Applicable Law with respect to Entries that do not constitute On-Us Entries. Each time a Payment Order is communicated or delivered by you or your TPSP to us, you reaffirm the representations and warranties set forth in this Section.

Section 9. Cross Border Entries. To the extent permitted by us, cross border Entries are transmitted by us in U.S. dollars and converted to the local currency for receipt in the foreign country at the exchange rate determined by our Processor on the date determined by our Processor, unless you have specifically agreed with the Receiver to send U.S. dollars and the Receiver has an account able to accept such currency. All risk of fluctuation in the applicable exchange rate is borne by you. In the event of a returned cross border Entry, consumer payments will be credited to you at the originated U.S. dollar amount; corporate payments will be credited to you at the exchange rate determined by our Processor at the time of return.

Section 10. Notification of Change. We shall notify you of all Notifications of Change received from the ACH operator relating to Entries previously transmitted by you via the method selected by you, and repair any Entries at such time, for which we will charge a fee. You agree to promptly reflect such changes in your own records pay the applicable fee we charge for such repair. The fee will apply each time we have to repair an Entry for you.

PART IV: AUTOMATED SWEEP SERVICES

Section 1. Automated Sweep Services. Pursuant to this Part, you may choose to establish Automated Funds Investment (“AFI”) or Automated Credit Sweep (“ACS”) services in connection with your Account(s). For AFI, you may designate multiple Accounts to have the service (hereafter, the “**AFI Account(s)**”). For ACS, you may designate only one Account for the service (hereafter, the “**ACSA**”).

Section 2. Definitions. For purposes of this Part the terms below shall be defined as follows:

- A. “**Available Balance**” means the book or ledger balance minus uncollected funds and hold items.
- B. “**Daily Activity Report**” means the written daily confirmations of securities purchase transactions for the repurchase agreement or collateralization option provided to you via our Web Portal or other agreed Communication Method.
- C. “**Minimum Transfer Amount**” means an amount initially established by us that represents the minimum amount required before we will transfer funds to the ASCA from your line of credit, or from the ASCA to your line of credit. Before a transfer occurs to or from the ASCA, the Available Balance in your ASCA must vary from the Target Balance by at least the Minimum Transfer Amount. The Minimum Transfer Amount is subject to change at our discretion and we will notify you of such change.
- D. “**Money Market Fund**” means any of the money market mutual funds as made available from time to time by us as part of the AFI services.
- E. “**Sweep Amount**” means the Available Balance in your AFI Account in excess of the Target Balance, which is available to be transferred from your AFI designated Account(s) to the Sweep Target Account. However, funds will only be transferred to Sweep Target Account if they meet the Variance Amount.
- F. “**Sweep Target Account**” means the deposit or investment option to and from which funds are swept in connection with the AFI services pursuant to the procedures described in Section 3 of this Part.
- G. “**Target Balance**” means an account balance which will be mutually established by you and us prior to any sweep transactions occurring and which represents the amount of money you elect to remain in each AFI Account after the Sweep Amount is transferred using the AFI services, or the money you elect to remain in the ASCA before or after transfers to or from your line of credit, as applicable. In no event will the Target Balance be less than a minimum amount we will establish from time to time by notifying you.
- H. “**Variance Amount**” means an amount initially established by mutual agreement of you and us of the minimum transfer amount to and/or from the AFI Account(s). Before a transfer from a particular AFI Account occurs, the Available Balance in that AFI Account must exceed the Target Balance by the Variance Amount. The Variance Amount is subject to change at our discretion and can vary depending upon your sweep option and other factors. In no event will the Variance Amount be less than a minimum amount we will establish from time to time by notifying you.

Section 3. Automated Funds Investment Service. At the end of each Business Day, we will automatically transfer the Sweep Amount to or from your AFI Account(s) and your Sweep Target Account according to our procedures as described in this Section and the Implementation Documentation. You appoint us and we accept the appointment to act as agent for you for the purpose of depositing, withdrawing, transferring and investing funds as described in this Section.

- A Sweep Target Account Options.** At the time you establish AFI services, you will choose from one of the Sweep Target Account options offered by us from time to time. You designate the Sweep Target Account option to which its funds are swept based upon your risk tolerance. You must designate only one Sweep Target Account option for the AFI Account(s). *If you invest Public Funds, you must determine which Sweep Target Account option is permissible under applicable state or federal law.*

1. Repurchase Agreement (NOT FDIC INSURED)

In the event that you select this option, this Agreement shall constitute a written repurchase agreement as required by law. Each Business Day, we will automatically debit the Sweep Amount from your AFI Account and will transfer to you, as noted on our records, securities with a market value equal to or greater than the Sweep Amount. The securities are held in our account with a Federal Reserve Bank or such other financial institution as we determine, which may be us. The transfer of the securities to you shall be reflected in the Daily Activity Report. We will repurchase the securities from you on the next Business Day. The repurchase price is the Sweep Amount plus the return provided by us as indicated on the Daily Activity Report. We do not retain any right to substitute securities.



We are acting solely as agent for you pursuant to this option in connection with the securities transfer and repurchase transactions described above. Such transactions are intended by both you and us to be sales and purchases. However, if any such transaction is determined to be a loan by you to us, we hereby pledge and grant to you, as security for the performance of our obligation to repay the loan, a security interest in the securities transferred to you.

Such security interest shall automatically attach upon withdrawal of the Sweep Amount from your AFI Account(s) by us pursuant to this Agreement. In the event of a bank failure or default by us in repurchasing the securities, you have the right to direct us to sell the securities and apply the proceeds in satisfaction of our obligation to repurchase. If the value of the securities transferred to you is less than the repurchase price to be paid by us, you may be deemed an unsecured creditor of ours for such deficiency.

FUNDS HELD FOR INVESTMENTS MADE IN THE REPURCHASE AGREEMENT OPTION, AND THE SECURITIES TRANSFERRED TO YOU, ARE NOT A DEPOSIT OR OTHER OBLIGATION OF, OR GUARANTEED BY, THE HUNTINGTON NATIONAL BANK, OUR AFFILIATES OR ANY OTHER BANK, AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) OR GUARANTEED IN ANY WAY BY THE U.S. GOVERNMENT OR ANY AGENCY THEREOF.

Our repurchase agreement collateral pool from which securities transferred to you are purchased consists of investment grade debt securities issued by private corporations and private label collateralized mortgage obligations. All securities will be rated by Standard and Poor, Moody's, or Fitch as A or higher. This collateral pool also includes single and/or multi-family mortgages, home equity loans, credit card receivables and other debt issuances which have been securitized and structured to create short, intermediate, and long term mortgage-backed and asset-backed securities. These securities generally have an expected weighted average life maturity of less than five (5) years.

The collateral pool for public funds customers consists solely of treasury notes and debt securities issued by the U.S. Treasury, and federally guaranteed or sponsored agencies such as FHLB, FNMA, FFCB, FHLMC or SLMA; however, we transfer securities from the collateral pool with a market value equal to or greater than 102% of any public funds Sweep Amount.

2. FDIC Insured Money Market Account (the "Money Market Deposit Account")

Please note that automated funds transfers between your AFI Account and the Money Market Deposit Account are subject to federal regulations which impose limits as set forth in the "Rules and Regulations for Business Checking Accounts and Business Money Market Accounts." Upon the sixth withdrawal from your Money Market Deposit Account, your entire balance will be transferred to an AFI Account for the remainder of that statement period. If this limit is exceeded, you or we have the right to adjust the Target Balance and the Variance Amount for your AFI Account in order to reduce the number of automated transfers, or you or we can terminate your AFI service.

3. Money Market Mutual Funds (NOT FDIC INSURED)

If you select one of the Money Market Funds made available by us from time to time, there is no assurance that a fund will be able to maintain a stable net asset value of \$1.00 per share. The rate of return is not guaranteed. We will endeavor to forward to you any proxies, financial statements or other literature received by us in connection with or relating to the shares held in the investment, but we shall be under no obligation to forward such proxies, financial statements or other literature. Your interest in the Money Market Funds may not be transferred, participated, assigned or hypothecated and any such transfer participation, assignment, or hypothecation shall be of no force or effect.

You acknowledge that shares of the above Money Market Funds (i) are not insured by the FDIC; (ii) are not deposits or other obligations of ours and are not guaranteed by us; and (iii) are subject to investment risks, including possible loss of the principal invested. Our sole duty with respect to the Sweep Target Account and the agency relationship with you is to execute purchases and redemptions of shares in the Money Market Funds as you have ordered pursuant to this Agreement. We have not made, and will not make, any recommendations with respect to the nature or investment quality of the Money Market Funds or shares therein, and expressly disclaim any responsibility for your decision to invest in the fund, which decision you represent has been made and will be made without our participation or advice. No officer or representative of ours is or shall be authorized to provide any information to you about the funds other than by the delivery of a prospectus or other related material.

If we decide to terminate a Sweep Target Account option that you have chosen, then we will provide advance notice to you of such termination effective thirty (30) days after we send notice unless a shorter time period is required due to closing of an investment firm. During such thirty (30) day period, you must choose another available Sweep Target Account option or terminate the AFI service.



For the Money Market Funds and the FDIC Insured Money Market Account Options. If, after posting all credits and debits, the Available Balance in your AFI Account(s) is below the Target Balance by an amount equal to or greater than the Variance Amount and if there are sufficient funds in the Sweep Target Account, funds are swept back into the AFI Account from the Sweep Target Account to increase the AFI Account balance to the Target Balance.

B. Interest and Dividends.

① For the Repurchase Agreement Sweep Target Account Options. At the opening of the next Business Day, the available balance in your AFI Account(s) will reflect the amounts in your Sweep Target Account so that the funds are immediately available to you for intra-day banking needs. Interest, or rate of return, is calculated on the Sweep Amount and is credited as a separate transaction to your AFI Account(s) at the end of the next Business Day.

① For FDIC Insured Money Market Account Sweep Target Account Option. The Money Market Deposit Account will earn interest as described in, and is otherwise subject to, the terms set forth in our Account Rules. Interest is credited as a separate transaction to your Money Market Account monthly.

① For Non-FDIC Insured Money Market Fund Options (Including those affiliated with The Huntington National Bank). All income earned on the investment will be termed "Dividends." Dividends shall be calculated at a rate determined by the fund, net of all service and transaction charges imposed by (i) the fund, (ii) its custodian and/or (iii) its transfer agent. Such Dividends shall also be calculated net of our fees pursuant to our current fee schedule which may be amended as set forth in Part I. Dividends are credited as a separate transaction monthly. We may also receive investment management and other administrative fees with respect to your shares of the money market funds from such funds, their distributors or investment advisers. These fees are set forth in the prospectuses of the money market funds.

C. Changing Investment Options. You may change your Sweep Target Account option only by completing and delivering to us the appropriate form approved by us, and you must notify us by contacting your account officer or Treasury Management representative. Changes in the Sweep Target Account option may require opening a new Sweep Target Account and closing the existing Sweep Target Account. In such case, you authorize us to deposit, withdraw or otherwise transfer money, or to purchase or sell securities, as required to accomplish the change to your Sweep Target Account.

D. End of Year Reporting Requirements. We are required to report to the Internal Revenue Service (IRS) interest or other income paid in connection with the Repurchase Agreement, taxable Money Market Funds, and FDIC Insured Money Market Accounts. We will provide you an IRS Form 1099 if you elect to sweep funds to any of the Sweep Target Account options described in the prior sentence any time during the tax year.

Section 4. Description and Terms of Automated Credit Sweep Services. In order to maintain your Target Balance in your ACSA, you authorize us to draw on your revolving line of credit ("LOC") from time to time and deposit such advances to your ACSA, and debit your ACSA from time to time to make payments on your LOC. ACS services are available only with lines of credit with maximums and minimums as established by us from time to time. Even if the principal amount of your LOC falls below any minimum principal amount we have so established, you may not lower your Target Balance below any minimum we have established.

After the end of each Business Day, we will post all credit and debit transactions to your ACSA, and we will calculate your Available Balance.

(i) If your Available Balance is above the Target Balance by an amount greater than or equal to the Minimum Transfer Amount, we will debit the amount by which such balance exceeds the Target Balance and apply such amount to repayment of your LOC in accordance with the promissory note and/or loan agreement executed by you.

(ii) If your Available Balance is less than the Target Balance by an amount that is greater than or equal to the Minimum Transfer Amount, you authorize us to draw on your LOC in the amount necessary to attain a balance equal to the Target Balance (up to the LOC maximum principal amount), and we will credit such advance to the ACSA.

(iii) If the Available Balance is above or below the Target Balance by an amount less than the Minimum Transfer Amount or if the Available Balance equals the Target Balance, no transfers to or from your LOC are made.

If you desire to use funds from multiple checking/demand deposit accounts for purposes of determining your Available Balance, you may do so only by using our Zero Balance Accounting service (described in Part XII). In such instance, the Concentration Account used in connection with that Service will be designated as the ACSA used to determine your Available Balance.

Section 5. Important Notice about FDIC Insurance Coverage in Connection with your Automated Sweep Services

The Federal Deposit Insurance Corporation ("FDIC") is requiring all banks to provide certain disclosures to their customers regarding sweep features linked to deposit accounts in the event the bank fails and is taken over by the FDIC. The requirement to provide this disclosure is general for all banks and is not related in any way to the current or expected condition of any bank.

If the FDIC takes over a bank, the FDIC has indicated that it will complete all internal transfers but will attempt to block transfers from coming into or going outside of a bank.

Currently the applicable FDIC insurance limits for deposits with us are combined with other funds on deposit with us by you in accordance with the FDIC's aggregation rules ("**Applicable FDIC Insurance Limits**"). Funds in your checking account prior to being swept out are insured up to the Applicable FDIC Insurance Limits.

If the FDIC takes over the Bank, funds swept from your checking account to another loan or credit account you have with us are not FDIC insured, but the FDIC will recognize your claim for the reduction of the balance of such other loan or credit account you have with us by the amount of the swept funds.

If you have selected our AFI services, where funds in your checking account are periodically swept into one of the following options that you have selected:

- Into an FDIC-insured money market deposit account with us; or
- Into a non-FDIC-insured investment product.

If the FDIC takes over the bank, funds swept from your checking account to an FDIC-insured money market deposit account with us continue to be FDIC-insured up to the Applicable FDIC Insurance Limits. Funds in the FDIC-insured money market deposit account in excess of the Applicable FDIC Insurance Limits are treated by the FDIC as uninsured deposits.

If the FDIC takes over the Bank, funds swept from your checking account to a non-FDIC-insured investment product will be treated by the FDIC as follows:

- *Sweeps to a Mutual Fund.* Funds swept to a mutual fund are not FDIC-insured if the sweep is completed, but the FDIC will recognize your claim for the value of your ownership interest in the mutual fund. If the sweep is not completed, the FDIC will treat the funds as if they remain in your checking account. The funds in your checking account will be insured up to the Applicable FDIC Insurance Limits and funds in excess of the Applicable FDIC Insurance Limits will be treated by the FDIC as uninsured deposits.
- *Repurchase Agreement Sweep.* Funds swept to the Repurchase Agreement option are not FDIC-insured, but the FDIC will recognize your claim for the value of your interest in the securities. If the value of your interest in the securities is less than the amount of our repurchase obligation, the FDIC will treat such deficiency amount as a general unsecured obligation of ours. If the sweep is not completed, the FDIC will treat the funds as if they remain in your checking account. The funds in your checking account will be insured up to the Applicable FDIC Insurance Limits and funds in excess of the Applicable FDIC Insurance Limits will be treated by the FDIC as uninsured deposits.

PART V: BUSINESS SECURITY SUITE SERVICES

Our Business Security Suite services permit you to return Checks and Entries which do not match the Check issue data or Entry data provided by you in advance, among other services described in this Part.

Section 1. Check Positive Pay Services. Each Business Day, you shall provide us a report listing the Checks drawn on your Account(s) that day (hereinafter the “**Check Register File**”) using an agreed upon Communication Method and in the timeframe specified by us. Each Check Register File submitted shall accurately list all Checks drawn on the Account(s), by check number, dollar amount and any other criteria communicated by us to you, since the last Check Register File was submitted. If you have signed up for the “Payee Positive Pay” option, you must also provide the exact payee name for all Checks in the Check Register File. You agree that we may delay activation of or suspend services unless and until you provide test files to verify that the service is functioning as required and we notify you that the service is active.

Each Business Day, we will process Checks presented against the Account(s) through the check collection system in accordance with our normal procedures. In addition, we will compare the Checks presented against the Account(s) to the Check Register File provided by you. We will pay each Check that matches a Check listed on the Check Register File and charge the respective Account(s). We will create a list (hereinafter an “**Exception List**”) of any Checks presented for payment against the Account(s) which do not match a listing on the Check Register File (hereinafter “**Exception Checks**”). Exception Checks may include stale-dated Items (using the time period elected by you for a Check to qualify as “stale dated” in the Implementation Documentation and on the face of the Check). If you use our Payee Positive Pay option and the payee name or a reasonable variation thereof does not match the Check Register File, those checks will become Exception Checks and become part of the Exception List. If you have signed up for the “Pay but Correct” option, you may correct Exception Checks for the Check number or dollar amount. If you correct the amount, it must match the written (not numeric) amount of the Check. The Exception List may also contain items that were originated by you as Checks but were converted into an Entry. We will make the Exception List available to you through one of the Communication Methods now or hereafter made available by us as early as is reasonably practical on the next Business Day after the Checks are presented. On the same Business Day an Exception List is made available, you agree to review the Exception List and instruct us, prior to the cut-off time disclosed to you, which Exception Checks to pay and which Exception Checks to return unpaid. In the event that we experience system issues where an Exception List was created that includes all Checks attempting to clear your account, whether or not they appear on the Check Register File, you will then be responsible to make a decision whether to pay or return each item by the cut-off time disclosed to you. We will not be liable for any items over \$10,000 that you fail to decision by the cut-off time disclosed to you. If you decision a Check to be returned, you agree the default return reason will be “Refer to Maker”. If you select an alternative return reason, you agree that the return reason selected is accurate.

If you do not instruct us by the cut-off time using an approved Communication Method on each day Exception Checks are presented, then we will return the Exception Checks unpaid and reverse the provisional debit against the Account(s).

Regardless of any pay decision by you, we have no obligation to pay any Check for which there is a stop payment order or which would create an overdraft. Each Check we pay in accordance with the provisions of this Section shall be deemed properly payable, and you waive any right to assert that any such Check was not properly payable, including with respect to any Check which is a counterfeit, is altered, bears a forged or unauthorized signature, or was otherwise not validly issued.

You may elect to receive notifications from us (“**Alerts**”) regarding pending Exception Checks via email or other Communication Method offered by us. Since Alerts will be sent over the internet, you may not receive Alerts in a timely manner due to internet traffic. In consideration of the two foregoing sentences, you should review transactions via the Web Portal and appropriately change any instructions in a timely manner if you so desire, otherwise current instructions where you have provided us all of the required information in a timely manner shall apply.

A. Teller Positive Pay. Teller Positive Pay allows a teller in our branches to compare a Check that someone is attempting to cash with your Check Register File, and, notwithstanding other provisions in this Agreement, refuse to cash the item if: (i) the Check presented is not listed in the Check Register File, (ii) we do not receive a Check Register File, (iii) the Check is stale-dated (using the time period elected by you for a Check to qualify as “stale dated” in the Implementation Documentation and on the face of the Check), (iv) the Check is above any maximum dollar limit set by you, (v) there is a stop payment placed on the Check, or (vi) the Check has been previously paid. Although an Exception List will be provided to you in connection with Teller Positive Pay, you will be unable to use the Exception List to review and make payment decisions

Please note that you must specifically elect to receive Teller Positive Pay. If you do not elect to turn on Teller Positive Pay or you subsequently turn off Teller Positive Pay, any Check presented at our branches to be cashed could be cashed despite the information in the Check Register File or a default setting or instructions to return any check not listed in the Check Register File. During the time in which you do not turn on or elect to turn off Teller Positive Pay, you assume all risk for any Checks cashed at our branches, even if not contained in a Check Register File.



Section 2. Reverse Positive Pay. Reverse Positive Pay is useful in situations in which you wish to prevent fraud and misuse of an Account(s), but cannot efficiently send us a Check Register File. With Reverse Positive Pay, we provide you with a list on each Business Day which provides images of or lists of Check(s) (by check number and dollar amount) presented to us for payment on your Account(s) (hereinafter an “**Exception List**”). This Exception List will be made available to you using an agreed upon Communication Method and in the time-frame specified by us.

On the same Business Day an Exception List is made available to you, you agree to review the Exception List and instruct us, prior to the cut-off time disclosed to you, of your decision on each Check (*i.e.*, whether to return or pay the Check or pay the Check for a different amount). If you correct the amount, it must match the written (not numeric) amount of the Check. If you decide a Check to be returned, you agree the default return reason will be “Refer to Maker”. If you select an alternative return reason, you agree that the return reason selected is accurate.

If you do not instruct us as to your decision for any individual Check, or the entire Exception List, by the cut-off time using the approved Communication Method on the day the Exception List is presented, we will pay those Check(s) in the Exception List as presented and finalize the provisional debit against the Account(s). In these instances, we will deem your failure to decision any Check as an express authorization by you that such Check be timely paid and charged to the Account(s), regardless of whether such Check is in fact properly payable, and such inaction by you shall constitute a waiver and release by you of any and all claims you may then or in the future have that such Check was not properly payable, including with respect to any Check which is counterfeit, is altered, bears a forged or unauthorized signature, or was not otherwise validly issued. However, we have no obligation to pay any Check for which there is a stop payment order or which would create an overdraft.

If you elect our Reverse Positive Pay service, you acknowledge and agree that Checks presented to our tellers for cash or immediate credit which are issued, or allegedly issued, by you on your Account(s) will not appear in the Exception List and may be paid by us, and you agree such Checks are properly payable, and you shall not subsequently contest the validity thereof.

You may elect to receive Alerts regarding a pending Exception List via email or other Communication Method offered by us. Since Alerts will be sent over the internet, you may not receive Alerts in a timely manner due to internet traffic. In consideration of the two foregoing sentences, you should review transactions via the Web Portal and appropriately change any instructions in a timely manner if you so desire, otherwise current instructions where you have provided us all of the required information in a timely manner shall apply.

- A. **Teller Block.** Teller Block prevents the cashing of Checks at the teller line. If you select the Teller block service, payees may only be able to deposit Checks at the teller line. Please note that you will also be prevented from transacting counter checks, withdrawal slips and debit memos at the teller line.

Section 3. ACH Positive Pay. ACH Positive Pay services allow you to provide us instructions to (i) block all Entries from posting to your designated Account(s) with us, or (ii) permit individual Entries to post to your designated Account(s) with us. If you sign up for ACH Positive Pay, we will block all Entries (whether credit or debit) that attempt to post to your Account(s). In order to permit individual Entries, you must provide us, in a timely manner, with all of the required information (as communicated by us), and if you do not provide us with all of the required information, we will continue to block such Entry. However, we will not comply with any instruction to block an Entry that represents the reversal of an Erroneous Entry. The term “**Erroneous Entry**” is defined for purposes of this Section as an Entry that (i) is a duplicate of an Entry previously initiated by the Originator or Originating Depository Financial Institution; (ii) orders payment to or from a person not intended to be credited or debited by the Originator; or (iii) orders payment in a dollar amount different than was intended by the Originator.

You are responsible for reviewing those Entries that are blocked or permitted as required for review of transactions under this Agreement. You may elect to receive notifications from us (“**Alerts**”) regarding pending Entries via email or other Communication Method offered by us. Since Alerts will be sent over the internet, you may not receive Alerts in a timely manner due to internet traffic. In consideration of the two foregoing sentences, you should review transactions via the Web Portal and appropriately change any instructions in a timely manner if you so desire, otherwise current instructions where you have provided us all of the required information in a timely manner shall apply. Unless you sign up for Alerts, we assume no responsibility for advising you regarding pending Entries.

If you send us the required information to allow an Entry or change an Entry (an “**Instruction**”) on a Business Day prior to our established cut-off time, and before the Settlement Date of that Entry, we will begin to process such Instruction on that Business Day. If you send us an Instruction after the established cut-off time on a Business Day, but before the Settlement Date of the Entry, we will begin to process such Instruction on the next Business Day. After the Business Day of the Settlement Date of an Entry, we will not follow any Instruction regarding such Entry. The “**Settlement Date**” is the date funds are exchanged between banks with respect to an Entry as reflected on the books of the Federal Reserve Bank.

Section 4. Check Block Services. Our Check Block service will automatically return all Checks presented against your Account(s). If you select Check Block, you agree not to issue Checks in connection with the designated Account(s). We will



return all Checks presented against such Accounts (each, an “**Exception Check**”). However, we will permit any electronic debit, which includes, but is not limited to, Entries (including checks converted to Entries), wire transfers, or other electronic debits, unless specifically blocked or returned pursuant to other services described in this Part. Please note that you will also be prevented from transacting counter checks, withdrawal slips and debit memos at the teller line.

Section 5. Wire Block Services. Wire Block services allow you to provide us instructions to (i) block all incoming, outgoing or all Payment Orders from posting to your designated Account(s) with us. However, we will not comply with any instruction to block a Payment Order that represents a reject of an “**Erroneous Entry**”. The term “Erroneous Entry” is defined for purposes of this Section as a Payment Order that (i) is a duplicate of a Payment Order previously submitted by you; (ii) orders of payment to or from a person not intended to be credited or debited by you; or (iii) a Payment Order in a dollar amount different than was intended by you.

Section 6. Limitation of Liability. In no event shall we be liable for any Losses relating to paying a Check that was not properly payable, wrongful dishonor of a Check, or our or your actions with respect to payment or return of any Check (under the UCC or otherwise), or our failure to honor any Entry, including return or rejection of any ACH Debit Entry, to the extent such payment or return was completed in accordance with the terms of this Part. You agree that we exercise ordinary care whenever we rightfully pay or return a Check, Exception Check, or Entry consistent with the terms of this Part or your instructions. You expressly agree that your failure to timely direct us to return any presented Checks in accordance with the terms hereof will constitute acceptance by you of such presented Checks and each such presented Check will be properly charged against the Account on which it is drawn and we shall have no liability in connection with such presented Checks.

PART VI: CASH DEPOSIT AND FULFILLMENT SERVICES

Section 1. Vault Services. Our Vault services allow you to hire a Vendor to (i) deliver coin, currency, and Checks to us for deposit to your Account (“**Deposit**”) or (ii) to order currency or coins (“**Order**”) from a vault owned or operated by us (“**Vault**”) to be delivered to you by the Vendor. Orders and Deposits will be debited and credited to an existing Account. As used in this Part, “**Vendor**” means a certified armored carrier that is acceptable to us and meets our requirements for transporting coins, currency, and Checks between you and the Vault. In the event that your Vendor ceases to meet such requirements, we may suspend the Vault services until your Vendor meets such requirements.

In addition, you may place Deposits into a Safe on your premises, the contents of which will be delivered to our Vault by the Vendor. As used herein, a “**Safe**” is a safe that utilizes “smart safe” technology, which you must obtain from an approved third party or us, and which will remain our property located at your premises. Notwithstanding that the Safe is our property, you are responsible for any loss or theft of the Safe, and its contents, while the Safe is in your physical possession or on your premises.

- A. Deposits.** The Vendor will pick up and deliver Deposits to the Vault. We may accept Deposits which have been prepared in accordance with our instructions from anyone who purports to be an agent of the Vendor or you. We are not liable for any loss of Deposits in connection with Vault services until they have been delivered to the Vault. We may refuse or not accept a Deposit for any reason at any time; provided, however, that in refusing any Deposit, we shall act in good faith and use our reasonable business judgment. Other than Deposits placed in a Safe, you will receive credit on the next Business Day after we receive, verify, and accept a Deposit at our Vault. For Deposits made via an envelope placed in the Safe you will receive credit on the Business Day we receive, verify, and accept the Deposit at our Vault. However, at our reasonable sole discretion, we will provide provisional credit to you for U.S. denominated currency placed in a Safe on the Business Day you place such currency in the Safe, and such credit will become final once we receive, verify, and accept the Deposit at our Vault. All credits (including advance credits from the Safe) are subject to our verification. We may adjust your Account, whether higher or lower, in connection with reconciliation of Deposits made at the Vault. We may establish limits for the amount of coin and currency that can be placed in the Safe, and we will communicate those limits to you.
- B. Orders.** We may provide an Order to anyone who purports to be an agent of the Vendor or you. Your Account will be debited for the amount of the Order on the day the Order is packed for release to the Vendor. Orders placed for delivery on Saturday, Sunday, or Monday are debited from your Account on the previous Business Day. You must place Orders by the time designated by us from time to time to receive next Business Day delivery. If you do not meet that deadline, we may not process the Order until the following Business Day. Orders exceeding \$25,000 (or other amount set by us from time to time) will be debited from your Account on the Business Day such coin and currency is available for release from the Vault to your Vendor. We are not liable for any loss or delay in delivery of Orders and are not a guarantor of any delivery day or time. We may refuse to process an Order for any reason at any time; including, but not limited to, insufficient funds in your Account.
- C. Representations and Warranties.** You represent and warrant to us that: (i) you are the payee or holder of any Checks deposited; (ii) any Checks deposited do not contain image replacement documents, as that term is defined in 12 U.S.C. § 5001 *et seq.* and corresponding regulations (“**IRDs**”); (iii) any Checks included are in such form that we can create electronic files or IRDs that conform to all standards prescribed by 12 U.S.C. § 5001 *et seq.* and corresponding regulations; (iv) the Deposit does not contain any fraudulent or counterfeit items; (v) no depository bank, drawee, drawer, or endorser will reject presentment or return any Check, or a copy or other paper or electronic version of any Check such that we, a bank, drawer, drawee, or endorser will be asked to make payment based on a check, draft, or other negotiable instrument that a bank, drawee or endorser has already paid; and (vi) Checks are drawn on a financial institution in the United States and are payable in United States currency.

You agree not to deposit items via Vault services that are “ineligible items”, as that term is defined by the Board of Governors of the Federal Reserve.

- D. Automatic Termination.** If you fail to use the Vault services for a period of thirteen (13) months, the Vault services will be automatically terminated.

Section 2. Electronic Coin and Currency Orders. Huntington provides coin and currency ordering via the telephone as part of its Vault Services. Huntington also supports the use of certain Vendors for coin and currency ordering or other enhancements of Vault Services. By utilizing a Vendor, you agree to the following additional terms:

- (i) You acknowledge that we are not responsible or liable for your Vendor, and that your Vendor is responsible for the delivery of services and the hosting of any data provided by you. You will enter into a separate agreement with your Vendor, as your agent for delivering coin and currency order files to us.
- (ii) We make no representations or warranties with respect to your Vendor or Vendor's services. You acknowledge that use of a third party Vendor is at your own risk.

- (iii) As such, you release and forever discharge Huntington, its directors, officers, employees and agents from any and all claims, losses, expenses, damages, costs or other liability which may result from the use of Vendor or our fulfilling coin and/or currency orders in response to transactions received through your Vendor; and, you will indemnify and hold us and our Affiliates, directors, officers, employees and agents harmless from and against all losses, expenses, damages, costs and liabilities, including internal and external counsel fees, that may arise out of your use of Vendor or our fulfilling coin and/or currency orders in response to transactions received through your Vendor. Notwithstanding the foregoing, you will have no obligation to indemnify if the losses, expenses, damages, costs or other liability results from our gross negligence or willful misconduct.

Section 3. Additional Terms and Conditions Unique to SafeCash Manager. Other than as specifically altered in this Section, all provisions of Section 1 still apply to use of the SafeCash Manager service. If you elect to receive the SafeCash Manager service, you must complete or provide any documents, authorizations, or information we or our approved provider requests and needs for implementation of Services. You are responsible for connectivity to the internet for use of online reporting services provided by SafeCash Manager. You must provide a location to operate the Safe in compliance with its operations manual provided to you. You must allow the approved provider access as necessary to your premises for installation of the Safe, and your premises must be prepared for the Safe prior to its installation.

Service Term; Termination of SafeCash Manager. You will automatically be obligated for a service term (and payment for such term) of 60 months ("**Initial Service Term**"). After expiration of the Initial Service Term, your obligation for SafeCash Manager services shall renew automatically each month ("**Successive Service Term**") until you or we terminate it. If you choose to terminate SafeCash Manager prior to expiration of the Initial Service Term, or we terminate SafeCash Manager for cause during the Initial Service Term, you are obligated to pay us the amount of the any fixed monthly fees times the number of months left of the Initial Service Term for each Safe. If we choose to terminate SafeCash Manager without cause prior to expiration of Initial Service Term, you are only obligated to pay for fees associated with SafeCash Manager incurred prior to and during the month of termination. Each time you obtain a Safe from us, or our approved Provider, the Initial Service Term shall commence for that Safe. After termination of SafeCash Manager, all Safe(s) must be returned to us by our Provider. You are obligated to use our Provider to de-install if the Safe(s) is owned by us. You are responsible for all costs associated with de-installing of the Safe(s) (freight, replacement parts, labor, deletion of customer information) which are billed to you.

A. Equipment Warranty and Maintenance. We will pass through warranties regarding the Safe received from our approved provider. The approved provider warrants that the equipment will be free from defects in material and workmanship and will substantially conform to the approved provider's published specifications for twelve (12) months (the "**Warranty Period**") after shipment to you. The approved provider will repair or replace, at its option and expense, items of equipment that do not meet this warranty provided you report the problem to approved provider, or us, during the Warranty Period. The approved provider may fulfill warranty obligations at an approved provider designated site or depot. If you return the equipment to the approved provider site for warranty repair, shipping will be at your expense and risk. The approved provider will return the equipment at approved provider expense and risk if the equipment was defective. Replaced items under a warranty event become the approved provider's property. This warranty does not extend to damage caused by normal wear and tear, accident, misuse, disaster, improper supplies or alterations, attachments, parts, or repairs not provided or authorized by the approved provider, and is not in lieu of a maintenance agreement.

Maintenance is in addition to the warranty and covers damage caused by normal wear and tear, but does not cover accidental damage, misuse, disaster, improper supplies or alterations, attachments, parts, or generalized repairs.

Maintenance also does not include equipment which must be updated, for example, modems which become outdated and are no longer operative. Maintenance services by the approved provider are in addition to the fees for Vault Services and/or the SafeCash Manager.

Section 4. Limitation on Liability. In addition to the limitations on liability set forth in Part I of this Agreement, you agree that, absent a breach of the standard of care set forth in this Agreement, our verification of the amount of any Deposit made using the services in this Part shall be binding and conclusive upon you, absent manifest error by us, and our liability for any discrepancies or shortages in the amount of any Deposit verified by us shall be limited to the amount of such discrepancy or shortage. Further, we shall have no liability for any discrepancy or shortage in the amount of an Order and the amount of cash received by you from any such Order, it being understood that it is the duty of your Vendor to review and approve the amount of any Order prepared for you prior to such Order leaving our Vault. You agree to fully cooperate in the investigation of any alleged loss or discrepancy.

PART VII: CONTROLLED DISBURSEMENT SERVICES

Section 1. Description and Terms of Disbursement Services. We will identify each controlled disbursement account designated by you (each, a “**CDA**”) by providing you a specified Controlled Disbursement Routing Number (“**CDRN**”), which you must use on all Checks issued from the CDAs. You must order checks for each CDA by using the MICR line specification sheet provided by us in connection with each CDA and depicting the CDRN. You shall not use such line specification sheet in connection with ordering Checks for any other Account(s) with us that you have not designated as a CDA. You agree to destroy all unused Checks used in conjunction with a CDA before you designated such Account as a CDA. If you or we terminate Controlled Disbursement services, you agree to immediately stop using and destroy any Checks with the CDRN. You must re-purchase Checks without the CDRN if you continue to use the Account without Controlled Disbursement services. If you continue to use the CDRN on Checks after termination of Controlled Disbursement services for more than one hundred twenty (120) days, we will close your Account and return all Checks attempting to clear the closed Account.

Each Business Day, we will ascertain the amounts payable on all Checks drawn on your CDAs and presented to us for payment and report such information to your (the “**Report**”) on that Business Day. We will make the Report available to you via a Communication Method that we may, at our sole discretion, change from time to time. The Report will not include the amount of any Checks presented to us for payment which have been either rejected by our check processing equipment or by Federal Reserve check processing equipment. The Report may, but will not be required to, include electronic payment transactions.

Each Business Day you must access the Report via an agreed Communication Method and determine the total dollar amount required to pay all Checks presented for payment (the “**Presentment Amount**”) for each CDA and fund each CDA with the Presentment Amount each Business Day with immediately available funds in accordance with our Funds Availability Policy. You will designate one method to fund all CDAs with the Presentment Amount as set forth on the Implementation Documentation by the applicable cut-off time.

Section 2. Overdrafts and Charges. If you fail to fund the CDA with the Presentment Amount for any reason whatsoever, and each CDA individually does not contain enough collected funds to cover the Presentment Amount, we will deem the CDA in an overdraft position (“**Overdrawn**”). At such time, we may charge the CDA any applicable overdraft or non-sufficient funds fees, whether or not we pay or dishonor any or all Checks. We reserve the right to dishonor and return any and all Checks drawn on a CDA (i) if the CDA is Overdrawn, or (ii) that, if cleared, will make the CDA Overdrawn.

PART VIII: EBILL PRESENT & PAY

Section 1. eBill Present & Pay Service. The eBill Present & Pay Service (“**EBPP**”) provides electronic presentment of invoices and the collection of payments on such invoices via the web (the “**Web**”), your customer service representative (“**CSR**”), interactive voice response (“**IVR**”) system and/or short message system (a “**Text**”). Automated Clearing House (“**ACH**”) and credit card transactions are the acceptable forms of payment. Therefore, in using this Service, you agree to abide by ACH Rules and applicable credit card rules.

Section 2. Invoice Presentment. We will provide a webpage which is branded with your company name and logo for your payers to login and view invoices and/or make payments. You shall transmit invoice information to us to the location(s) and in compliance with the formatting and other requirements specified by us. You may transmit invoice information using one of the Communication Methods as permitted by us from time to time, including, but not limited to, our Web Portals or direct transmission, as set forth in the Implementation Documentation.

Section 3. Payment Channels. You have the option to select one or more of the following payment channels in which to collect payments from your payers: Web, CSR, IVR and Text. You will also have options available with regards to each payment channel as set forth in the Implementation Documentation.

Section 4. Payment Processing. Once your payers create ACH and credit card entries, we will periodically (at least once each Business Day) generate and send files for settlement. Generally, the funds will be available to you on the next Business Day. We will transmit to you, in an agreed upon format, payment information and other data received from your payer through the Web, IVR and Text channels. You must maintain an appropriate designated deposit account (the “**Settlement Account**”) with us for settlement and returns of ACH and credit card payments. We may, without prior notice or demand, obtain payment of any amounts due and payable (including fees for services and transaction settlements) to us under this Part by debiting your Settlement Account, and we shall credit the Settlement Account for any available funds received from your payers. You shall at all times maintain a balance of available funds in the Settlement Account sufficient to cover your settlement obligations. In the event there are not sufficient available funds in the Settlement Account to cover your obligations, you acknowledge that we may debit any other Accounts maintained by you with us or that we may set off against any amount we owe to you, in order to obtain payment of your obligations. In addition, we may require a minimum balance to be maintained in the Settlement Account at all times in order to cover any fees and returns (the “**Target Balance**”). We may set the initial Target Balance at any time. We further reserve the right to unilaterally amend the Target Balance upon five (5) Business Days’ notice to you.

Section 5. Processing, Transmittal and Settlement by Us. We shall (i) process data received from you that conforms with the formatting and other requirements specified by us, (ii) electronically present the data as invoices to your payers; (iii) provide payment channels, which you have selected, to your payers; (iv) collect and settle such payments into the Settlement Account; and (v) provide additional information from the payer to you, as you have selected. You agree that any invoices originated by you will be solely for your own account and not for the benefit of a third party.

(a) Your Obligations.

(i) Compliance with Laws. You acknowledge and agree that use of the Service is for a legitimate business purpose and each invoice will comply with all Applicable Law. You further acknowledge and agree that we may limit or restrict the type of invoices that you may originate. The specific types of limitations are set forth in the Implementation Documentation or other notice we may separately provide to you. Upon our request, you will promptly furnish to us evidence of your compliance with Applicable Law relating to any invoice or resulting payment.

(ii) Compliance with Bank’s Requirements; Accuracy of Information. We may, from time to time, prescribe rules or requirements relating to the format of invoices, cut-off times for delivery of payments for processing, and other administrative rules relating to invoices, payments and the Services governed by this Part. You agree to comply with such rules and requirements. We have no obligation to (A) process or act on any invoice that is not received in compliance with this Agreement, the Implementation Documentation or such rules and requirements; or (B) correct, adjust or reverse any invoice received from you that is not in compliance with the terms of this Agreement, the Implementation Documentation or such rules and requirements. You are solely responsible for the accuracy and completeness of all transmitted data and invoices and for obtaining and documenting all authorizations and consents for any and all invoices and payments (and the related funds transfers) as required by Applicable Law, and for undertaking appropriate identity verification and other matters as may be required by Applicable Law. We are not responsible for detecting errors in any transmitted data, invoice or payment and are entitled to rely on any invoice and other information in the form received from you. Any payment received by us after the cut-off time established by us may be treated by us as being received on the next succeeding Business Day. In the event of a discrepancy between our records and your records with respect to any payment, our records will be presumed to be correct.

(b) Security Procedures. Your use of the Services constitutes your acceptance of our Security Procedures as a commercially reasonable means of authenticating the data communicated to us by or on your behalf. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, the data communicated to us. Any data or invoice communicated by or on your behalf shall be effective as your instruction, and shall be enforceable against you,

whether or not authorized and regardless of the actual identity of the signer, sender or transmitter thereof, if such data and/or invoice is received in accordance with the applicable Security Procedures, and if we accept such data or invoice in good faith.

In addition, if any data or invoice was actually communicated or authorized by you or you otherwise benefited from such invoice (or resulting payment), then you will be obligated to pay us the amount of the related payment without regard to whether we complied with the Security Procedures if we receive notice of a return. We may, in our discretion, use additional procedures to verify the authenticity of any transmitted data, invoice or payment. You agree to implement any other reasonable authentication or Security Procedures established by us.

(c) Rejection of Data Transmissions and/or Invoices. We have the right to reject, and refuse to accept, any transmitted data, invoice or payment for any reason; *provided, however*, that in rejecting, or refusing to accept, any transmitted data, invoice or payment we shall act in good faith and use our reasonable business judgment. We will have no liability to you or any Affiliate based on such rejection or refusal. If we reject any transmitted data, invoice or payment, we will notify you through a status report on one of our Web Portals or by other reasonable means within the time frames indicated in the Implementation Documentation, but we will have no liability to you based on our failure or delay in providing such notice. If any data transmission, invoice or payment is rejected by us or any funds transfer system as a result of incomplete information or a formatting or other similar error, it will be your responsibility to re-transmit the data or invoice, or supply the necessary documentation for the payment.

(d) Cancellation or Amendment of Data Transmissions and/or Invoices. You have no right to cancel or amend any data transmission or invoice after it has been received by us. However, to the extent permitted by Applicable Law, we will use reasonable efforts to act on your request to cancel or amend any such data transmission or invoice before we process it, but we will have no liability if such cancellation or amendment is not effected. To the extent permitted by Applicable Law, we will also use reasonable efforts to, upon your request, reverse a payment after we have processed the payment, but we will have no liability if such reversal is not effected.

(e) Inconsistency of Name and Account Number. We are not responsible for detecting errors in any payment instruction from your payers, including the identifying number of any [bank], even if that number does not correspond to the bank identified by name. You acknowledge and agree that payments may be made on the basis of account number or other identifying number (including a bank transit routing number). We and any receiving bank (including any beneficiary's bank) may rely on the account number or other identifying number of any bank (including a bank transit routing number), person or bank account specified in the payment even if such number identifies a bank, person or bank account different from the bank, person or bank account designated by name, and your obligation to return the amount of the payment (or resulting funds transfer) to us is not excused in those circumstances.

Section 6. Notice of Returned Transfers. We will endeavor to notify you through one of our Web Portals or by other reasonable means within the time frames indicated in the Implementation Documentation of the receipt of a returned payment, but we will have no liability to you based on the fact that such notice was not given at an earlier time. Provided that we have complied with the terms of this Agreement in connection with such a return, we will have no liability to you based on the return thereof.

Section 7. Data Retention: Audit. You shall retain data on file adequate to permit remaking of transmittal data or invoices for seven (7) days following the date of their transmittal to us as provided herein, and shall provide such data to us upon our request. Also, upon our request, you agree to promptly provide copies of information maintained by you as required by Applicable Law. In addition, upon request and during reasonable business hours, you agree that we, our regulators, and our auditors shall have access to your records relating to your use of these Services as required herein, and by Applicable Law, to evaluate your compliance with Applicable Law. Failure to allow such access shall be deemed a material breach of this Agreement.

Section 8. Your Representations and Warranties. You represent, warrant and covenant that (i) any transmittal data or invoices submitted by you to us, or on your behalf by a Third Party Service Provider ("TPSP"), authorizes us to present invoices to your payers; (ii) all transmitted data or invoices, as well as resulting payments, comply with this Agreement and all Applicable Law, and all authorizations therefor will be obtained and all notifications related thereto will be provided by you before any invoice is communicated to us; (iii) any and all transmitted data and/or invoices are and shall be accurate and complete; (iv) you will maintain all records relating to the transmitted data and invoices as required by Applicable Law; (v) you shall originate invoices only for legitimate business purposes and not as agent or on behalf of any other third party, (vi) you will notify us of your use of any TPSP or any other Vendor for these Services and you shall be responsible for the acts of any such Vendor as if they were your own; and (vii) you shall invoice and apply payments to payer invoices or accounts in accordance with Applicable Law. You shall be deemed to make on your own behalf, and on behalf of any TPSP, the same warranties to us with respect to all Payment Orders and funds transfers related to your invoices as (A) we are deemed to make under the Applicable Law and the ACH Rules with respect thereto and (B) as you would make in connection with items collected and deposited to any of your Accounts under the UCC and applicable credit card rules.

Each time an invoice is communicated or delivered by you or your TPSP to us and each time you receive a payment into your Settlement Account, you reaffirm the representations and warranties set forth in this Section.

Section 9. License. Copyright. Patents. Trademarks and Other Intellectual Property Rights. You have the right, title and ownership to grant, and hereby grant us, a license to use your company name, logo, copyright, trademarks, trade names and other of your intellectual property rights (the “**Marks**”) in connection with EBPP during the term of the Service. You will indemnify and hold us and our Processors harmless from and against any and all claims that use of the Marks as authorized by you, infringes upon the rights of another.

Section 10. Modification of Users and Termination of EBPP. You are responsible to notify us of the removal or modification of a Master User, Authorized User and/or termination of the EBPP Service. ***Updating the Web Portal is not sufficient notification of changes to your EBPP Service.*** Likewise, you are responsible to notify us of the removal or modification of a Master User, Authorized User and/or termination of the Web Portal Service, with respect to your EBPP Service. ***Updating the EBPP Service is not sufficient notification of changes to your Web Portal.*** Transactions which take place after the modification or termination of a Master User, Authorized User or termination of the EBPP Service will be subject to our review and resolution thereof shall be in our sole discretion.

PART IX: ELECTRONIC DEPOSIT SERVICES

Section 1. Remote Deposit Capture and Image Cash Letter. We allow you to scan your Checks with equipment and software that we provide to you (“**Remote Deposit Capture**” or “**RDC**”), or that you own (“**Image Cash Letter**” or “**ICL**”), in order to create image files that you will send to us and that we may accept for deposit into your Account(s). You will access RDC and ICL and make deposits through an approved Communication Method in accordance with our Security Procedures. Deposits will be sent to us in the form of an electronic file containing images of Checks (“**Electronic File**”).

A. Electronic Files or IRDs. You will create for deposit an Electronic File where you are the payee or the holder of the Checks. We may create Image Replacement Documents from such Electronic File. The terms “Substitute Check” and “Image Replacement Document” (“IRD”) may be used interchangeably and have the same meaning as defined by 12 U.S.C. § 5001 *et seq.* and corresponding regulations. We may refuse to process or return IRDs or the Electronic File for any reason at any time before accepting such IRDs or Electronic Files for deposit; provided, however, that in returning, or refusing to process, any deposit, we shall act in good faith and use our reasonable business judgment. Your deposits are deemed made when we accept IRDs or Electronic Files for deposit. We in our discretion may notify you that we will or will not accept IRDs or Electronic Files for deposit. Until we accept the Electronic File or IRDs, any information contained in the Electronic Files or IRDs belongs to and is your sole responsibility. Any information from Checks or items contained in the software belongs to and is your sole responsibility. Any physical Check in your possession or your agent’s belongs to and is your sole responsibility.

When you make deposits via RDC or ICL with Electronic Files, you represent to us and agree that:

- (i) you are the payee or holder of the Checks;
- (ii) the Electronic Files contain exact images of the front and back of the Checks which you seek to deposit;
- (iii) the Electronic Files enable us to create IRDs that meet the definition of “Substitute Check” and conform to all standards prescribed by 12 U.S.C. § 5001 *et seq.* and corresponding regulations;
- (iv) the Electronic Files do not contain any fraudulent items;
- (v) no depository bank, drawee, drawer, or endorser will receive presentment or return of an IRD, the original Check, or a copy or other paper or electronic version of an IRD or original Check such that we, a bank, drawer, drawee, or endorser will be asked to make payment based on a Check that bank, drawee or endorser has already paid;
- (vi) we are able to create IRDs from Electronic Files in such a manner that subsequent endorsements will not render previous endorsements illegible;
- (vii) Checks are drawn on a financial institution in the United States and are payable in United States currency; and,
- (viii) you have procedures that require your employees using RDC or ICL to mark, frank, or otherwise indicate on the physical Check that it has been scanned for electronic deposit, and such marking or franking does not interfere with the MICR line, payee, date, amount (formal and informal), signature, or endorsement on the Check. A proper endorsement shall state, at a minimum, “For Remote Deposit to The Huntington National Bank”. Although we provide a virtual endorsement, the virtual endorsement does not show on the physical Check.
- (ix) We reserve the right, in our sole discretion, not to accept deposits for any reason; provided, however, that in refusing to accept any deposit, we shall act in good faith and use our reasonable business judgment. You agree not to deposit via RDC or ICL “ineligible items,” as that term is used by the Board of Governors of the Federal Reserve. You further agree not to deposit Remotely Created Checks (RCC) without our agreement.

B. Availability of RDC and ICL. You must initiate deposits before the applicable cut-off time (of which we will notify you) on a Business Day in order for us to process such deposits on that Business Day. If you initiate deposits after the applicable cut-off time on a Business Day, we will begin to process such deposits on the next Business Day. Processing of deposits by us does not mean that we have accepted deposits. The scanner(s) used in connection with RDC should be attached to the same stations throughout the use of the RDC service.

C. Storage and Disposal. You must limit who is permitted to access the history of deposits sent to us via RDC or ICL. You must keep records of the Checks for the length of time required by your applicable state record retention laws. You must shred any original Check after verification of deposit. Original Checks that have been deposited and verified must be destroyed within ninety (90) calendar days. Until you destroy any Check or image of the same, you must, at a minimum, keep such document in a secure locked area or in a password protected environment. If you create an image of the Check, you must create a read-only image that cannot be copied or reproduced.

D. RDC Scanner. We will provide one scanner (including the manufacturer's warranty) for each location. If this scanner breaks down or otherwise becomes obsolete or unusable, you will be responsible for the cost of a replacement scanner. All other expenses or fees associated with the RDC scanner we provide, as well as any replacement scanner, will be at your expense including, but not limited to, upgrades, scanner swaps, additional or extended manufacturer's warranty and/or cleaning and maintenance supplies and service. **Audit.** In order to ensure that you are in compliance with the terms of this Part and Applicable Law, we may conduct periodic onsite visits during reasonable business hours and upon at least twenty-four (24) hours advance notice. Further, you agree to cooperate with us and provide to us any documents or information we request, including, but not limited to, your files, records, and Checks (or images of the same if the originals have been destroyed). You agree to institute reasonable internal controls at our request. Failure to comply with this section shall be a material breach of this Agreement.

E. Reserve Account. If, upon our review of your Account activity, we determine that abuse or unauthorized activity is or may be occurring with respect to deposits, we may require that you maintain a reserve account ("**Reserve Account**") with a minimum balance equal to the previous month's total deposits or an amount as otherwise requested by us, subject to quarterly adjustment on the first day of each quarter. You grant to us a security interest in, and lien on, the funds in the Reserve Account, to secure the prompt and full payment of all your obligations to us under this Part. We will make withdrawals from the Reserve Account for reimbursement in connection with returned deposited items (including those which are the subject of UCC warranty claims). The Reserve Account will be under our sole dominion and control, and you will have no right of withdrawal of any of the funds in the Reserve Account, notwithstanding any Account Rules for that account. After you or we terminate this Agreement or the RDC and ICL services, we will turn over remaining funds in the Reserve Account to you no later than one hundred eighty (180) days after such termination. In the event that the balance in the Reserve Account goes below the required amount for any reason, you shall immediately send us sufficient funds to bring the Reserve Account balance up to the minimum required level and we shall be permitted to debit another Account of yours to fulfill such request.

F. Maintenance of Scanner and Supplies. At all times, you must maintain the scanner on loan to you for use with RDC in good working order. You are responsible for all maintenance costs, which may include, but is not limited to cleaning kits, ink replacement cartridges, power cord and/or USB cord replacement.

G. Termination of Service. In addition to the requirements upon termination as set forth in Part I, upon any termination of the RDC service, you must return to us any scanner, power cords, cables and any other equipment (including any manuals or service records) (taken together and referred to as "**Equipment**") on loan from us in a condition satisfactory to us. You will be supplied a return shipping label to return all Equipment. If the Equipment is not received within 14 Business Days of your receipt of the shipping label, we reserve the right to charge your Account or otherwise obtain reimbursement for any unreturned, missing or damaged Equipment.

PART X: ESCROW SOLUTION SERVICES

Section 1. Description of Services. Our Escrow Solution Services (the “Services”) provides sub-accounting through one master deposit account. You will access this Service through our Web Portal. The Services may consist of any or all of the following as selected by you:

- A. Each sub-account may earn interest and reflect deposits and disbursements. You may elect to accrue interest or disburse interest periodically.
- B. Each sub-account designee or beneficiary (the “sub-account holder”) may access their assigned sub-account through our Web Portal, as authorized by you, in accordance with our Security Procedures.
- C. We do not provide Services or open master or sub-accounts for a “Prohibited Business”. A “Prohibited Business” includes, but is not limited to growers, manufacturers or dispensers of medical marijuana, hydroponics, illegal or synthetic drugs (such as bath salts). The list of Prohibited Businesses may be updated from time to time. Please contact your banker for a comprehensive list.

Section 2. Our Obligations. We will provide the Service in accordance with our Account Rules and this Part.

- A. Interest, if any, for each sub-account shall be paid up to the date of closure for each sub-account.
- B. Access to the master deposit Account is electronic. Checks will not be honored on the account and you will indemnify and hold us harmless for any Check that is returned unpaid from the master deposit Account.
- C. We will retain Records in accordance with Applicable Law.

Section 3. Your Obligations. While we provide the ability to maintain sub-accounts, you are responsible to:

- A. Provide identifying information for each sub-account holder. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each entity or person that opens an account or sub-account. We will ask for information that will allow us to identify the sub-account holder and may elect to decline a sub-account holder that is listed as a Specially Designated National or otherwise prevented from having an account in accordance with the Office of Foreign Assets Control or other Applicable Law.
- B. Provide a completed Internal Revenue Service form(s) W-8 or W-9. You agree that we will be unable to credit interest to any sub-account holder until we receive and verify each sub-account holder’s W-8 or W-9. You must also notify the sub-account holder if you retain all or a portion of the interest as a fee.
- C. Comply with applicable law, rule and/or ordinances with respect to the purpose and use of each sub-account. For instance, if the sub-account is being used to account for tenant security deposits earning interest, you will be responsible to provide interest required over and above the amount offered by us.
- D. You must be located within Ohio, Illinois, Indiana, Kentucky, Michigan, Pennsylvania, West Virginia, Wisconsin or Florida in the United States of America; or, as otherwise indicated by us.
- E. Maintain legally required documentation with regards to your customers. We may access, upon reasonable request, your template agreement with your customer; or, specific agreements with each sub-account holder.
- F. You acknowledge that a sub-account may not qualify for pass-through insurance through the Federal Deposit Insurance Corporation (FDIC) if you keep a portion of the interest without disclosing to the sub-account holder that the withheld portion is a fee.

PART XI: INFORMATION REPORTING SERVICES

Section 1. Description of Services. Our Information Reporting services make certain account, transaction, and related information available to help you control and manage your Accounts. The information may include information from the Services used by you and transactions on your Account(s), including the Records produced using one of the Services. Information Reporting can be provided through any one or more of the Communication Methods permitted by us from time to time and subscribed to by you.

Section 2. Electronic Data Interchange. We will, on your behalf, receive or send information and data electronically with respect to an Account which is accompanied by payments transmitted or received through the National Automated Clearing House Association, other electronic payment networks, and other processing systems using an established Communication Method as may be set forth on the Implementation Documentation ("**EDI**"). In providing the services described herein, we are acting only to facilitate information flow and not as the originating bank or acting as the ODFI (as defined in the ACH Rules). We shall have no liability if payments are not made or funded pursuant to such information. We will, however, increase or decrease, as applicable, the balance of the Account on the designated settlement date.

You shall at your own expense provide and maintain the equipment, software and services necessary to effectively and reliably test, transmit and receive all EDI information received or sent by us since the most recent transmission or receipt of information ("**Documents**"). If you utilize one of our Web Portals to receive/view Documents, we will provide you with the appropriate specifications in order to facilitate your compliance with this paragraph. You will be deemed to have satisfied the requirements of this paragraph if you contract with a Value Added Network ("**VAN**") acceptable to us, which provides and maintains such equipment, software and services.

Where applicable, Documents will be transmitted to you or received by us either directly or through the VAN designated by you. Transmission to your designated VAN shall constitute transmission to you hereunder. You may modify your election to use, not use, or change a VAN upon thirty (30) days prior written notice to us. You will be responsible for all costs of any VAN with which you contract. You shall be liable and agree to indemnify and hold us harmless for any claim, action, suit or liability arising out of any act or omission of your VAN. The preceding sentence may not apply if you are a public funds customer (e.g. government or public university) and the governing state law, or rule, regulation or regulatory opinion prohibits indemnification by such entities.

We shall electronically transmit to you on each Business Day, the information received even if Documents contain no information that particular day. Documents with respect to the origination side of EDI will only be sent when scheduled with you as set forth in the Implementation Documentation. The Implementation Documentation will also include the reporting methodology agreed to between you and us.

Upon receipt by you of any Documents, you shall promptly and properly transmit a functional acknowledgement in return, unless you have chosen to waive the need for acknowledgement. The acknowledgement (or waiver thereof) shall constitute conclusive evidence Documents have been properly received. If any Document is received in an unintelligible or garbled form, you shall promptly notify us in a reasonable manner and upon receipt of such notice, we shall re-transmit such Document. In the absence of such notice, we shall have no further obligation with respect to the transmission of such Document.

Section 3. Data Exchange. In connection with the Data Exchange Service, we will collect certain information with respect to Accounts (and/or, via a Processor, accounts maintained with other financial institutions), transactions involving Accounts, or accounts maintained by others for whom you have been properly authorized to access such account information, and we will make such information available to you to be viewed electronically, all as more specifically described in the Implementation Documentation. Alternatively, we may send, via a Processor, certain information with respect to Accounts, transactions involving Accounts, or accounts maintained by others with us for whom you have been properly authorized to access such account information, so that such information may be made available to you via other financial institutions with whom you bank, all as more specifically described in the Implementation Documentation.

Section 4. Visual Archive. We will provide you with a CD that contains some or all of your Records in connection with and as applicable to the use of and transactions on an Account or specific Services that you designate. As used in this Section, "Records" means images of periodic statements, paid checks, deposited checks, deposit slips, debit or credit memos, corrections, adjustments, or any document or image that is processed through item processing. The CD provided to you may or may not be encrypted as selected by you in the Implementation Documentation. We recommend that you select the option to have such CDs encrypted.

If Records are provided to you on a CD and you determine Records on the CD are distorted, illegible or the like, then you, within fifteen (15) days of receipt of the CD, must notify us. If in connection with your notification, we determine that Records are distorted, illegible, or the like, then we will send (i) a copy of the Record in question via facsimile or (ii) another CD that contains the Record in question without the distortion or the like via U.S. postal mail, without charge. If you request a copy of a Record for reasons other than poor image quality, we will send a copy of the Record in question via facsimile, and you will be charged a fee. We will not be responsible or liable for any loss or damage suffered by you due to your inability to produce Records.

Section 5. Limitation on Information Reporting Services. You understand that the information available to you in connection with any of the Information Reporting Services is updated periodically and therefore, at any point in time may not reflect the most up to date information in our records, as more fully described in the Implementation Documentation. You acknowledge and agree that the service does not include any recommendation, guaranty, representation or warranty whatsoever. We shall not be responsible for errors in, or delays regarding, information provided to us by other financial institutions or other non- Bank sources.

PART XII: INTEGRATED PAYABLES SERVICES

Section 1. Description of Services. Our Integrated Payables Services (the “Service”) aggregates your treasury management payables types into a singular report. Your Commercial Card Account Agreement and this Agreement govern the use of this Service.

Section 2. Our Obligations. Upon your direction to make a payment, we will initiate payment to your payee via your credit card account (a “**Virtual Card**”), ACH, RTP or check as more fully described in the Commercial Card Account Agreement. We will combine the reporting of these payment types into one report.

Section 3. Your Obligations. You shall transmit payment data using our Web Portal. Huntington shall initiate the payments for Virtual Card, ACH, RTP or check payments. In order to process check payments, a test payment file, digital signature, and additional information must be completed and received by us at least 30 days prior to the requested production date in order to perform programming and set up.

PART XIII: LOCKBOX SERVICES

Section 1. General Lockbox. With Lockbox services, you will direct your customers to send their remittances addressed to you but bearing a "Lockbox Address," assigned by us which is associated with a caller box or Post Office Box (P.O. Box) from the United States Postal Service, or other mechanism that we deem acceptable for processing remittances, and such caller box, P.O. Box, or other mechanism becomes your Lockbox Address. For purposes of this Part only: "**Records**" are images of the fronts of Checks, the front and back of remittances, correspondence, and/or envelopes; "**Source Documents**" are the original Check, remittances, correspondence, or envelopes; and "Work Processing Date" is the day on which we post the lockbox receipts to your Account.

We will collect on each Business Day mail sent to your Lockbox Address, open such mail, and process the enclosed remittances for deposit to the Account you designate (the "**Lockbox Account**") in accordance with our current processing procedures and/or your specific instructions provided to and agreed upon by us in writing. Upon set up, we will accept all payees. However, you may opt to have Checks inspected as payable to those names given by you to us or reasonable variations of such accepted by us in the Implementation Documentation ("**Acceptable Payees**"). You represent and warrant that you are, or your Affiliate is, the proper payee of each such Check regardless if you remain with accepting all payees or if you implement Acceptable Payees. If your Affiliate is the proper payee, you also warrant that such Affiliate has authorized checks payable to it to be credited to your Lockbox Account. Deposited Checks will be forwarded for collection through normal banking channels. You hereby irrevocably make and appoint us as your true and lawful attorney-in-fact to endorse your name (or an Acceptable Payee name) on all checks with the endorsement "Credit to the account of the within named payee" or words similar effect on checks received in the Lockbox.

If we process a Check not signed by the maker as instructed in the Implementation Documentation, and the Check is paid, but the account owner does not authorize payment, you agree to indemnify us, the drawee bank (which may also be us), and any intervening collecting bank for any liability or expense incurred by us or such other bank due to the payment and collection of the Check.

We do not isolate Checks which bear restrictive endorsements such as "Paid in Full," or words of similar import, and we assume no liability should such a Check be deposited, processed and paid. You hereby agree that we shall have no obligation to discover such legends or endorsements or to determine whether any deposit of remittances is in accordance with the terms and conditions of any contract between the remitter and you. If you desire us to identify and return Checks with a restrictive endorsement, you agree that we will perform the task on a best efforts basis; and, if we fail to identify such a Check that we will not be responsible for any Losses that may occur as a result.

You may also elect to provide a periodic file containing data in a form acceptable to us (e.g., CSV or Excel) ("**Stop File**") via an agreed upon Communication Method. You may elect to send a Stop File daily, weekly or monthly. Checks which match the Stop File will be returned to you without processing. You agree that we shall have no obligation to you if we process a Check which was not included on the Stop File or is processed prior to receipt of the Stop File from you.

If you so choose, the following documentation ("**Documentation**") will be sent to you: (i) any Checks not accepted for deposit due to wrong payee, obvious alteration, restrictive endorsement, and the like, and/or (ii) any Checks that do not meet your processing instructions. We will send the Documentation to the address given by you to us. If you have Lockbox services and you instruct us to do so, we will destroy Source Documents after the work processing date as follows: five (5) days for a Retail Lockbox and fourteen (14) days for a Wholesale Lockbox. In that event, we will not be responsible or liable for any loss or damage suffered by you due to your inability to produce Records or Source Documents. Image transmissions are also available upon your request.

If Checks are returned for any reason, we shall charge your Lockbox Account, or if there are insufficient funds in the Lockbox Account, then any other Account held by you, or handle as otherwise agreed between you and us. A visual record will be made of all deposited checks as part of our ordinary check processing procedures. The record created by our ordinary check processing procedure shall be retained in accordance with Applicable Law

Section 2. Web Exceptions/Pre-Deposit Exceptions. With Lockbox Services you may elect to use Web Exceptions/Pre-Deposit Exceptions, which allows you to provide us with instructions as to which Source Documents not to process or effect collection ("**Non-conforming Items**"). We will provide Records of such Non-conforming Items using an agreed upon Communication Method and you will have three Business Days after we provide such Records to direct us via an approved Communication Method as to processing of the Non-conforming Items. If you do not notify us after those three Business Days, we will not process the Non-conforming Items and we will mail the Source Documents of Non-conforming Items to you. Regardless of whether you direct us to process or not process a Non-conforming item, after the three Business Days, the Records concerning those Non-conforming Items will no longer be available electronically. We may terminate the Web Exceptions/Pre-Deposit Exceptions feature at any time with notice to you.

Section 3. Lockbox Online Viewing. You may view, through your designated Authorized User (the "**System Administrator**"), your Account information and Records via our Web Portal or via image transmission as elected by you in the Implementation Documentation. Images are available for viewing for up to seven (7) years from the work processing date. We will assign a

unique access code, password and/or other security procedures to your System Administrator to administer the Lockbox Online Viewing services. We will also be listed as an Authorized User for you. Notwithstanding any terms in this Agreement to the contrary, the Lockbox Online Viewing services will terminate immediately if you delete or remove us as an Authorized User.

If you so choose, the following documentation ("**Documentation**") will be available to you via our Web Portal: (i) a listing of checks deposited for the Business Day's lockbox credits, and (ii) actual Source Documents (other than the original Check). We will forward Source Documents to you, unless you elect otherwise. If you elect not to have Source Documents forwarded to you, we may destroy the Source Documents after the work processing date as follows: five (5) days for a Retail Lockbox and fourteen (14) days for a Wholesale Lockbox. In that event, we will not be responsible or liable for any loss or damage suffered by you due to your inability to produce Records or Source Documents.

Account balances listed on our Web Portals or through image transmission for visual lockbox may not have not been processed through the standard banking channels, and as such may not be an accurate reflection of your Account balance.

Section 4. E-Lockbox: You may obtain E-Lockbox services where you elect and authorize us to receive an electronic file from our bill payment service provider (your "**BPSP**") that we will process for you for credit to your Account. We will provide to you certain remittance information that we receive in connection with such credits using an approved Communication Method.

You will provide us with any information that we request for this service and you hereby authorize us to contact your BPSP and direct that electronic payments made to you be sent to us for further credit to your Account. You acknowledge and agree that payments made by Check to you will *not* be covered by this Section, and you will continue to receive such payments directly from your BPSP. We will credit your Account on the Business Day following receipt of the electronic file from your BPSP, and we will report information received regarding such credits from your BPSP using an agreed Communication Method. Information that we provide in connection with credits will be at our discretion. You authorize us to debit your Account in the event your BPSP issues such debit against your Account.

You recognize that credits and any associated information is provided by your BPSP and agree that we are not responsible or liable for mistakes or errors in connection with credits or associated information received by us and processed according to the terms of this Agreement. Remittance information and credits are informational only and you may not rely on such information and credits. You must rely only on your account statement for your Account balance and other information.

PART XIV: REAL TIME PAYMENTS - RTP®

This Part is governed by the RTP System Operating Rules which can be found at <https://www.theclearinghouse.org/payment-systems/rtp/document-library>. By using the RTP Service, you agree to be bound to the RTP System Operating Rules (“RTP Rules”) in addition to this Agreement.

Section 1. RTP Payment Origination and Messages. You may elect to send payments (a “**Payment Order**”) and messages (an “**RTP Message**”) to business(es) and/or consumer(s) via the RTP Network, in the format specified in the RTP Rules. The terms “Sender”, “Receiver”, “Sending Participant”, “Receiving Participant” and “Request for Payment” as used in this Part are defined in the RTP Rules.

Your obligations:

(a) **Sending Payments and Messages.** You are deemed to create a Payment Order or an RTP Message request when we receive your instructions using a Communication Method permitted and agreed upon by you and us in the Implementation Documentation, and in compliance with the Security Procedures. We may place a maximum dollar limit for any Payment Order requests; and/or, a limit on the number of Payment Orders or RTP Message requests within any certain period. Upon receipt of your Payment Order or RTP Message request, you authorize us to debit your Account in the amount of the Payment Order and/or any related fees. Each Payment Order and RTP Message request must be related to RTP transactions and for legitimate business purposes.

(b) **U.S. Accounts.** All accounts (Sender and Receiver) used for RTP must be located within the United States. To the extent a Sender sends, or a Receiver receives a payment or message as part of a money transmission transaction, whether such Sender or Receiver is a payment service provider or not, the person on whose behalf the Sender sends, or the Receiver receives, must be a resident of or otherwise domiciled in the United States.

(c) **Applicable Law.** We are under no obligation to honor, in whole or in part, any Payment Order or RTP Message that could result in a violation of Applicable Law, as determined in our sole discretion.

(d) **Third-Party Service Provider.** You agree that you will not act as or employ a Third-Party Service Provider with respect to performing any Payment Order or RTP Message without obtaining our written consent; and you further acknowledge and agree that you are unable to act on our behalf to perform any RTP functions.

(e) **Block, Delay or Reject.** We may delay, block or reject any Payment Order or RTP Message based on a reasonable belief that the transaction may arise from or result in fraud, or regulatory or compliance issues. We may also delay, block or reject, in whole or in part, an outgoing or incoming payment if the aggregate transaction amount exceeds transaction frequency or limits as determined by us, in our sole discretion. If any Payment Order or RTP Message is rejected by us or the RTP network as a result of incomplete information or a formatting or other similar error, it will be your responsibility to re-transmit a corrected Payment Order or RTP Message to us.

(f) **Cancellation or Amendment.** You have no right to cancel or amend any Payment Order or RTP Message after we have received it. However, to the extent permitted by Applicable Law, we will use our reasonable efforts to act on your request to cancel any such RTP transaction before we process it, but we will have no liability if such cancellation is not affected.

(g) **Inconsistency of Information or Errors.** You agree to use a format acceptable to us and in accordance with the RTP Rules. We are not responsible for detecting errors in any Payment Order or RTP Message, including obvious errors in your Account information or that of the Receiver.

Section 2. Request for Payment Messages. You may provide us instructions to initiate an RTP Message that serves as a request for payment from a Receiver (“**Request for Payment Message**” or “**RfP**”). The recipient of Request for Payment Message may respond directly to your message by transferring funds (a “**Funds Transfer**”) to an Account you designated in the RfP. You are deemed to initiate an RfP when we receive your instruction using a Communication Method permitted and agreed upon by you and us in the Implementation Documentation, and in compliance with the Security Procedures. We may place a maximum dollar limit for any single RfP, a batch of RfPs and/or limit the number of RfPs you may request within any certain period. In initiating a Request for Payment, you authorize us to share your Account information with the Receiver.

If you elect to receive payments from consumers in response to an RfP or otherwise, you will indemnify and hold us harmless against any disputes or chargebacks initiated by a consumer, including, without limitation, Regulation E disputes.

We have the right, at our sole discretion, to reject, and refuse to accept, any Funds Transfer in response to a Request for Payment for any reason, including your failure to abide by the RTP Rules or that the Funds Transfer fails to comply with Applicable Law; provided, however, that in rejecting, or refusing to accept any Funds Transfer, we shall act in good faith and use our reasonable business judgment. We will have no liability to you based on such rejection or refusal of any Funds Transfer. If we reject any Funds Transfer, we will notify you through a status report on one of our Web Portals or by other reasonable means within the time frames indicated in the Implementation Documentation, but we will have no liability to you based on our failure or delay in providing such notice.

Section 3. Use of Security Procedures and Terms of Payment Orders.

(a) The Implementation Documentation includes a description of the Security Procedures offered by us that apply to RTP. Your use of the RTP services constitutes your acceptance of those Security Procedures as commercially reasonable and as a means of authenticating an RTP transaction communicated to us by or on your behalf. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any RTP transaction. Any RTP transaction communicated by or on your behalf shall be enforceable against you, whether or not authorized and regardless of the actual identity of the signer, sender or transmitter thereof, if such RTP transaction is received in accordance with the applicable Security Procedures, and if we accept such RTP transaction in good faith. In addition, if any RTP transaction was actually communicated or authorized by you or you otherwise benefited from such RTP transaction, then you will be obligated to pay us the amount of the related funds transfers without regard to whether we complied with the Security Procedures. We may, in our discretion, use additional procedures to verify the authenticity of any RTP transaction. You agree to implement any other reasonable authentication or Security Procedures established by us. Failure to do so shall be a material breach of this Agreement.

(b) Compliance with Security Procedures. If you choose to communicate any Payment Order or RTP Message (including any cancellation thereof) to us in a manner that varies from the Security Procedures, and if we accept such Payment Order or message in good faith, then you agree to be bound by such Payment Order or message, whether or not authorized, and you will be deemed to have refused the Security Procedures that we offer and recommend as “commercially reasonable,” and you will be obligated to pay us the amount of such Payment Order and/or fees applicable to an RTP Message. However, we have no obligation to accept any Payment Order or RTP Message that is not communicated in compliance with the Security Procedures. We are not responsible for refusal to act upon any Payment Order or RTP Message received which does not comply with this Agreement, including where our reasonable efforts to verify the Payment Order or RTP Message in accordance with the Security Procedures has failed or where such action is delayed until verification can be obtained.

PART XV: WIRE TRANSFER SERVICES

Section 1. Wire Transfers and Authorization to Charge Account. You may provide us wire transfer instructions (each a “Payment Order”) to execute wire transfers from Accounts you designate. You are deemed to make a wire transfer request when we receive your Payment Order using a Communication Method permitted and agreed upon by you and us in the Implementation Documentation, and in compliance with the Security Procedures. Payment Orders must be received by us on a Business Day prior to our established cut-off time to be executed on that Business Day. If you make a wire transfer request after our cut-off time or on a non-Business Day, we may process such wire transfer request on the following Business Day. We may place a maximum dollar limit for any single wire transfer. 28

Section 2. Use of Security Procedures and Terms of Payment Orders.

(a) **Security Procedures.** The Implementation Documentation includes a description of the Security Procedures offered by us that apply to wire transfers and Payment Orders. Your use of the Wire Transfer services constitutes your acceptance of those Security Procedures as commercially reasonable and as a means of authenticating a Payment Order communicated to us by or on your behalf. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any Payment Order. Any Payment Order communicated by or on your behalf shall be effective as your Payment Order, and shall be enforceable against you, whether or not authorized and regardless of the actual identity of the signer, sender or transmitter thereof, if such Payment Order is received in accordance with the applicable Security Procedures, and if we accept such Payment Order in good faith. In addition, if any Payment Order was actually communicated or authorized by you or you otherwise benefited from such Payment Order (or resulting funds transfer), then you will be obligated to pay us the amount of the related funds transfers without regard to whether we complied with the Security Procedures (including, but not limited to, a Customer Courtesy Wire). We may, in our discretion, use additional procedures to verify the authenticity of any Payment Order. You agree to implement any other reasonable authentication or Security Procedures established by us. Failure to do so shall be a material breach of this Agreement.

(b) **Compliance with Security Procedures.** If you choose to communicate any Payment Order (including any cancellation thereof) to us in a manner that varies from the Security Procedures, and if we accept such Payment Order in good faith, then you agree to be bound by such Payment Order, whether or not authorized, and you will be deemed to have refused the Security Procedures that we offer and recommend as “commercially reasonable,” and you will be obligated to pay us the amount of such wire transfer (including, but not limited to, a Customer Courtesy Wire). However, we have no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures. We are not responsible for refusal to act upon any Payment Order received which does not comply with this Agreement, including where our reasonable efforts to verify the Payment Order in accordance with the Security Procedures has failed or where such action is delayed until verification can be obtained.

(c) **Rejection of Payment Orders.** We have the right, at our sole discretion, to reject, and refuse to accept, any Payment Order for any reason, including your failure to maintain a sufficient balance of collected funds in an Account or that such Payment Order fails to comply with Applicable Law; provided, however, that in rejecting, or refusing to accept, any funds transfer request or Payment Order, we shall act in good faith and use our reasonable business judgment. We will have no liability to you based on such rejection or refusal of any Payment Order. If we determine that processing or honoring any Payment Order would cause the designated Account to be overdrawn, we may, but have no obligation to, execute the Payment Order and (i) create an overdraft in such Account or (ii) transfer to the designated Account from another of your Accounts, funds sufficient to cover the deficiency in the designated Account. If an Overdraft is created in an Account in order to complete a wire transfer, you agree to immediately repay us, and you agree and authorize us to debit any of your Accounts with us in the amount equal to the overdraft and applicable fees. If we reject any Payment Order, we will notify you through a status report on one of our Web Portals or by other reasonable means within the time frames indicated in the Implementation Documentation, but we will have no liability to you based on our failure or delay in providing such notice. If any Payment Order is rejected by us or any funds transfer system as a result of incomplete information or a formatting or other similar error, it will be your responsibility to re-transmit a correct Payment Order to us.

(d) **Cancellation or Amendment of Payment Order.** You have no right to cancel or amend any Payment Order after we have received it. However, to the extent permitted by Applicable Law, we will use our reasonable efforts to act on your request to cancel any such Payment Order before we process it, but we will have no liability if such cancellation is not affected.

(e) **Inconsistency of Name and Account Number.** We are not responsible for detecting errors in any Payment Order, including in the identifying number of any intermediary bank or beneficiary’s bank, even if that number does not correspond to the bank identified by name. You acknowledge and agree that wire transfers may be made on the basis of account number or other identifying number (including a bank transit routing number, SWIFT BIC or CHIPS UID Code). We and any receiving bank (including any beneficiary’s bank and any intermediary bank) may rely on the account number or other identifying number of any bank (including a bank transit routing number, SWIFT BIC or CHIPS UID Code), person or bank account specified in the Payment Order even if such number identifies a bank, person or bank account different from the bank, person or bank account designated by name, and your obligation to pay the amount of such Payment Order (or resulting funds transfer) to us is not excused in those circumstances.

¶ Customer Courtesy Wire. If you choose to provide us a Payment Order without using the Web Portal or other pre-established Security Procedure (i.e., PIN, batch, debit drawdown or standing order wire), you acknowledge that (i) a Customer Courtesy Wire is not covered by this Agreement; and (ii) that only one authorized signer on an Account is needed to initiate a Customer Courtesy Wire. You may prohibit the use of Customer Courtesy Wires. Doing so will block any Customer Courtesy wire from being initiated by us on behalf of any authorized signer on an Account under any circumstances including but not limited to the inability to use the Web Portal or other pre-establish wire transfer service.

Section 3. Use of Third Parties: Transfers in Foreign Currency.

(a) Intermediary Banks. You shall specify routing instructions for wire transfers in any Payment Order communicated to us. If no such specification is made, you hereby instruct us to send wire transfers through such correspondent(s) as deemed appropriate by us in our sole discretion after consulting standard bank references as to correspondent relationships. In executing any wire transfers, we shall use whatever funds transfer system, communications system, and intermediary designated by you, except where we in good faith conclude that the use of such funds transfer system, communication system, or intermediary is not feasible or would involve undue delay, in which case we shall use such of the funds transfer systems and communications systems in which we participate, and such intermediaries, agents or sub-agents as we determine to be appropriate in connection with any such wire transfers. To the fullest extent permitted by law, (i) any such funds transfer system, communications system, or intermediary, agent or sub-agent shall not be a Processor, and shall be deemed to be your agent, and we shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mis-payment by any of them, and (ii) we shall not be liable for any errors, mutilations, delay, mis-delivery or failure of delivery in the transmission of any wire transfers in connection with such transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by you.

(b) Transfers in Foreign Currency. Any request for the wire transfer of funds in a currency other than U.S. Dollars shall require you to first validly purchase such foreign currency from us or we shall purchase such amount from our affiliate or correspondent bank. Unless otherwise agreed between you and us, the value of any such wire transfer shall be reported to you in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such wire transfer request, or because of a rejection of delivery for any reason, shall be charged to your Account. You agree that if we utilize the services of other banks for the purpose of giving effect to any request or order for the wire transfer of funds in foreign currency, then we do so for your account and at your risk.

PART XVI: ZERO BALANCE ACCOUNTING SERVICES

Section 1. Zero Balance Accounting Services. We will set up and provide Zero Balance Accounting services. At your request, we will establish, or designate your existing Accounts as Zero Balance Accounts (“**ZBAs**”) that end each day with a zero balance. Under the Zero Balance Accounting service, ZBAs are linked to a separate account to which all deposits from one or multiple ZBAs are automatically swept each Business Day, and from which any ZBA may be funded (the “**Concentration Account**”). At the end of each Business Day, we will post all deposits, checks, and other debits and credits with respect to each ZBA or Concentration Account, after which we will automatically adjust the balances in each ZBA to zero by moving the funds, whether collected or uncollected, into or out of each ZBA, and simultaneously debiting or crediting the applicable Concentration Account. Your ZBAs will be processed in order of Account number (lowest to highest) unless otherwise agreed to by you and us in writing. A daily status report summarizing activity in each ZBA and Concentration Account will be available using an approved Communication Method.

We will provide these services to you and your designated Affiliates, if applicable, in accordance with this Part for all Accounts that you and your Affiliates designate. You and your Affiliates will designate the Account names and corresponding Account numbers with us to become ZBAs and Concentration Accounts. You and your Affiliates authorize us to pay checks and other debit items that are properly payable (in accordance with Applicable Law and our policies and procedures) against a ZBA or Concentration Account from available funds in the respective ZBA, the respective Concentration Account, or available funds transferred from a ZBA or Concentration Account to the other. You and your Affiliates authorize us to transfer funds to and/or from the designated ZBAs and Concentration Accounts as contemplated by this Part. You and your Affiliates acknowledge that separate identification of the funds in the ZBAs and Concentration Account(s) is your responsibility and that of your Affiliates.

Section 2. Representations and Warranties. Each of you and your Affiliates, as applicable, hereby represents and warrants to us that (a) you are the owners of the respective ZBAs and Concentration Accounts you designate; (b) you and your Affiliates are affiliated by common ownership as reflected on the organizational chart attached to the Authorization; (c) you and your Affiliates have full power and authority to execute and deliver this Agreement and carry out the transactions contemplated herein; (d) the execution, delivery and performance of this Agreement does not and will not violate any provision of law or any regulation applicable to you or your Affiliates; (e) all accounts designated as ZBAs and Concentration Accounts are owned by you and/or your Affiliates, as appropriate, and that none of such accounts are owned by another entity; (f) separate identification of funds in the ZBAs and Concentration Accounts will be maintained by you and your Affiliates; (g) before signing the Authorization, you and your Affiliates have reviewed the books, records and other documents and information in the possession of any of you and your Affiliates or any other person or entity with respect to the Concentration Account(s) and any or all of the ZBAs, or so much thereof as was necessary to make the warranty that separate identification of funds is maintained, and (h) the ownership of all entities executing the Authorization and/or using the Zero Balance Accounting service is owned as indicated on the organizational chart provided to us.

Further, you and your Affiliates represent, warrant and covenant with us that they will deliver written notice, in reasonable detail to us, immediately upon receiving knowledge of any event which would cause either you or any of your Affiliates to cease to exist or file any bankruptcy or insolvency proceedings, in which case we may, in our discretion, at any time after receiving knowledge of such an event, remove you or such Affiliate from the ZBA configuration and transfer to the affected ZBA all collected and uncollected funds currently in the Concentration Account(s) which are identified by you or your Affiliate as belonging to you or such Affiliate. You and your Affiliates agree that if ownership of any one of the ZBAs or Concentration Accounts were to be transferred to an entity other than an affiliate company which is a party to this Agreement, regardless of how closely related, you and your Affiliates will immediately unlink from the ZBA/Concentration Account relationship such account(s) and we shall have no liability for your or your Affiliates’ failure to do so. If you or any Affiliate is removed from the ZBA configuration, it is your and your Affiliates’ responsibility to determine which funds belong to you and which belong to your Affiliates. We are not required to make any such determination.

Section 3. Guaranty by You. If applicable, to induce us to provide the Zero Balance Accounting service to your Affiliates, you absolutely, irrevocably and unconditionally guaranty to us the full and prompt performance and payment when due (by acceleration or otherwise), of all obligations, agreements, covenants, liabilities, expenses, representations and warranties of any of your Affiliates to us, whether now existing or hereafter arising, under or in connection with this Part and the Zero Balance Accounting service (collectively, the “**Obligations**”). This is a continuing guaranty and shall remain in full force and effect and be binding upon you and your successors and permitted assigns, if any. This guaranty shall continue to be effective if at any time payment or performance of the Obligations of you or any of your Affiliates, or any part thereof, is, upon the insolvency, bankruptcy or reorganization of such Affiliate or otherwise pursuant to Applicable Law, rescinded or reduced in amount or must otherwise be restored or returned by us, all as though such payment or performance had not been made. Your obligations hereunder are those of a primary obligor, and not merely a surety, and are independent of the Obligations. This is a guaranty of payment and not of collection. You unconditionally waive any right to require us to (a) proceed against any of your Affiliates or any other obligor in respect of the Obligations, provided we have first given notice of default to you and your Affiliate and the Affiliate has failed to

cure such default within two (2) days of the date of such notice; (b) proceed against or exhaust any security held directly or indirectly on account of the Obligations; or (c) pursue any other remedy in our powers whatsoever. You hereby waive (i) notice of acceptance of this guaranty; (ii) presentment and demand for payment of any of the Obligations; (iii) protest and notice of dishonor or default to you or to any other party with respect to any of the Obligations; and (iv) all other notices to which you might otherwise be entitled. ~~You agree to pay all reasonable attorneys' fees and charges, the reasonable allocated cost of internal legal services, and all other reasonable costs and expenses which may be incurred by us in the enforcement of this guaranty.~~

Section 4. Removal or Addition to ZBA or Concentration Accounts. You and each of your Affiliates agree to advise us promptly of any consolidation, merger, sale or conveyance of you or any Affiliate or any principal part of your assets, or the sale or conveyance of any controlling interest in you or such Affiliate to the extent you or such Affiliate is no longer affiliated with you and the remaining Affiliates (either by common ownership or control), and upon any such occurrence, we shall have the right to terminate this Part and the Zero Balance Accounting service with respect to such Affiliate immediately. In addition, you may, on behalf of all Affiliates, add additional affiliate companies to the Zero Balance Accounting service via an amendment, in form and substance acceptable to us, and to otherwise act for and on behalf of you and each Affiliate signing the Authorization, or subsequently added by amendment as provided herein. If a new affiliate company being added is newly created, you will update your organizational chart and provide such updated chart to us.

PART XVII: GLOSSARY OF TERMS

Unless otherwise specifically defined in another Part of this Agreement, the following terms shall have the definitions below:

- (a) **“ACH Rules”** means the rules and regulations of NACHA and those of any regional clearinghouse in effect from time to time used by us to settle ACH transfers.
- (b) **“Affiliate(s)”** means any company owned by or under common control as you or us as applicable in the context of this Agreement.
- (c) **“Applicable Law”** means all applicable federal and state laws, rules and regulations, and regulatory guidance (to the extent such guidance is enforced by Governmental Authority) as in effect from time to time governing or relating to this Agreement or the Services, including, without limitation, the ACH Rules and the rules of any funds transfer system, and guidance issued by the Federal Financial Institutions Examination Council and similar advising bodies.
- (d) **“Authorized User”** means your employee(s) or other person(s) that the Master User has authorized to be able to access and use the Services.
- (e) **“Business Day”** means every day, Monday through Friday from 8:00 a.m. to 4:45 p.m. in Columbus, Ohio, but excluding federal holidays.
- (f) **“Check”** means checks, drafts, money orders, and other instruments or items for the payment of money that may be handled as cash items by Federal Reserve Banks.
- (g) **“Customer Courtesy Wire”** means a wire transfer Payment Order processed by the Bank without the use of a pre-established wire transfer service (Web Portal, use of a personal identification number (PIN), batch, debit drawdown or standing order wire) and/or pre-established Security Procedure.
- (h) **“Effective Entry Date”** means the date specified, in accordance with the ACH Rules, on the Entry by the Originator (as defined in the ACH Rules) on which the Originator intends the Entry to be settled.
- (i) **“Entry”** or **“Entries”** means an order or request appropriately sent through the ACH network (i) for the transfer of money to the deposit account of a person (a “Credit Entry”) or (ii) for the withdrawal of money from the deposit account of a person (a “Debit Entry”). For purposes of the Services, the term “Entries” is the plural of the term “Entry.”
- (j) **“Funds transfer”** shall have the meaning ascribed to it in Article 4A of the Uniform Commercial Code.
- (k) **“Governmental Authority”** means the Office of the Comptroller of the Currency, the Federal Reserve, the Federal Deposit Insurance Corporation, the Office of Foreign Assets Control of the U.S. Treasury Department, and the Consumer Financial Protection Bureau.
- (l) **“Implementation Documentation”** means all materials that explain or facilitate the use of a Service, including, without limitation, set-up forms, user booklets, operational manuals, Security Procedures, instruction and training materials, and information provided by us relating to the Services, but shall expressly exclude any marketing, sales or other promotional material in any form or delivery method.
- (m) **“Item”** means any and all debit or credit transactions and communications, including but not limited to electronic checks, Checks, Entries, remittance advice, etc.
- (n) **“Losses”** means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses ~~(including, without limitation, reasonable attorneys’ fees and court costs) and all costs of settlement of claims.~~
- (o) **“Master User”** means the administrator that you have designated in accordance with our Security Procedures for controlling access to the Services.
- (p) **“Payment Order”** shall have the meaning ascribed to it in Article 4A of the Uniform Commercial Code.
- (q) **“Person”** means an individual, corporation, limited liability company, partnership (general or limited), business trust or any other form of business entity.
- (r) **“PIN”** means a personal identification number which may be used electronically or verbally as part of a Security Procedure.
- (s) **“Records”** means, with respect to the Services, the hard copy or images retained in connection with the Services, and may include, but not be limited to reports, receipts, confirmations, notices, statements, adjustments, charges, entries, checks, deposit slips, debit or credit memos, invoices, or other documents submitted with a deposit or remittance, corrections, adjustments, transactions, or any document processed as part of a Service and retained by us.

- (t) **“Retail Lockbox”** is a Lockbox that processes payments of consumers made to businesses. Generally, the Retail Lockbox receives a high volume of payments than Wholesale Lockbox. Remittance coupons must have a machine readable optical character recognition (OCR) line.
- (u) **“Security Procedures”** means Passwords, call back protocols, tokens, keys, test keys, security devices, and other systems and procedures we disclose to you to enable you to use the Services and for us to verify the origin of instructions and communications to us.
- (v) **“UCC”** means the Uniform Commercial Code, as enacted in the State of Ohio.
- (u) **“Web Portal”** means any internet or web-based application accessed via the internet and/or the programs and data provided by us for use on a computer in connection with one or more particular Services.
- (v) **“Wholesale Lockbox”** is a Lockbox that processes payments which are from one business to another. Generally, there is a lower volume of payments than Retail Lockbox.

VILLAGE OF GLENDALE

STATE OF OHIO

RESOLUTION 2022-27

A RESOLUTION TO OPEN AND MAINTAIN A BANK ACCOUNT AT HUNTINGTON NATIONAL BANK FOR THE VILLAGE OF GLENDALE AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN ONLINE ACCESS AND BILL PAY AGREEMENT WITH HUNTINGTON NATIONAL BANK AND DECLARING AN EMERGENCY

WHEREAS, on August 8, 2022, proposals for Banking Services were received by multiple financial institutions and Huntington National Bank ("HNB" or "Bank") was the most eligible banking services candidate under that process; and

WHEREAS, the Council of the Village of Glendale, in conformance with the Ohio Uniform Depository Act, has sought and considered the rates of return available at area banks; and

WHEREAS, it has been determined that HNB offers the best benefits to the Village of Glendale of any bank located near the Village of Glendale; and

WHEREAS, HNB has provided an Agreement to the Village of Glendale that provides for "Online Access and Bill Pay" services from HNB as part of the proposal provided by HNB in the bid process; and

WHEREAS, the Village desires to enter into the attached Agreement and obtain the "Online Access and Bill Pay" services as proposed by HNB and as agreed to in the attached Agreement;

BE IT RESOLVED, by the Council of the Village of Glendale, State of Ohio, a majority of its elected members concurring that:

SECTION I Huntington National Bank (the "HNB" or "Bank"), as a national banking association, is qualified under applicable law and regulations to be a depository for the Public Entity and is hereby designated as a depository of the Public Entity.

SECTION II One or more account(s) may be opened and maintained in the name of the Public Entity, in accordance with the rules and regulations or procedures of the Bank pertaining to such accounts as amended by the Bank from time to time or as otherwise amended by a written agreement between the Public Entity and Bank.

SECTION III Any of the individuals whose names are set forth in Section IV, below or whose genuine signatures appear on separate cards dated and filed with the Bank (collectively the "Authorized Signatories" and individually an "Authorized

Signatory") are hereby authorized to act individually on behalf of the Public Entity and in its name to:

- a) sign checks, drafts, notes, bills of exchange, acceptances, or other orders for payment of funds from any account maintained by the Public Entity;
- b) endorse checks, drafts, notes, bills, certificates of deposit, or other instruments owned or held by the Public Entity for deposit in any such account, or for collection or discount by the Bank;
- c) identify, approve and guarantee the endorsements of any and all checks and drafts drawn by the Public Entity;
- d) waive demand, protest, and notice of protest, or dishonor of any check, draft, note, bill, certificates of deposit or other instruments made, drawn, or indorsed by the Public Entity;
- e) act for the Public Entity in the transaction of all other business (whether or not it is of the kind, nature or character specified in this certificate) on the Public Entity's behalf with the Bank, including but not limited to executing contracts and delegating person to engage in transaction in connection with such contracts;
- f) open and maintain an account in the name of the Public Entity (any account so opened shall be bound by the provisions of this certificate);
- g) certify to the Bank the names of the Authorized Signatories and shall certify such change to the Bank, and the Bank shall be fully protected in relying on such certification, or refusing to honor the signature of any individual not so certified;
- h) delegate other person(s) to perform any of the foregoing acts.

SECTION IV

Names or Titles of Authorized Signatories:

- Donald A. Lofty or current Mayor
- Michael Beaugrand or current Treasurer
- Rebecca Terrell or current Clerk

SECTION V

(i) The Bank is authorized to honor, receive, certify, or pay all instruments signed in accordance with this certificate even though drawn or indorsed to the order of any Authorized Signatory signing the same, tendered for cash, or in payment of a personal obligation or for deposit into a personal account of said Authorized Signatory and the Bank is not required or obligated to inquire into the circumstances of the issuance or use of any instrument signed in accordance with this certificate, or the application, or disposition of such instrument, or the proceeds thereof; (ii) Overdrafts, if any, shall not be considered to be a loan; and (iii) the provisions of this certificate shall remain in full force and effect until written notice of its amendment or rescission shall

have been received by the Bank and the Bank has a reasonable amount of time to act upon such notice, and that receipt of such notice shall not affect any action taken by the Bank prior thereto.

SECTION VI That the undersigned be, and hereby is, authorized and directed to certify to the Bank the foregoing resolutions and that the provisions thereof are in conformity with the laws and regulations governing the Public Entity.

SECTION VII That the Village Administrator is hereby authorized and directed to enter into an "Online Access and Bill Pay Agreement" substantially similar to the Agreement attached hereto.

SECTION VIII That this Resolution is hereby declared to be an emergency measure for the immediate preservation of the public peace, health and or safety, as provided by Ohio Revised Code. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices, to ensure the continuation of important Village projects, and to ensure the proper administration of Village affairs. Therefore, this ordinance shall take effect immediately upon its passage.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

HUNTINGTON® BUSINESS ONLINE ACCESS AND BILL PAY AGREEMENT

This Huntington Business Online Access and Bill Pay Agreement ("Agreement") is made between The Huntington National Bank ("**Bank**") and the individual person or business entity ("**Company**", "**you**" or "**your**") that the Bank permits to use Huntington Business Online (hereinafter defined) and Bill Pay subject to the terms of this Agreement. Huntington Business Online ("**Business Online**") is the Bank's service that allows Company to (i) access account information and generate reports from that information via the Internet or (ii) make use of or obtain the Bank's other current and future services via Business Online, including but not limited to, Bank's Bill Pay Service (throughout this Agreement the foregoing (i) and (ii) are individually and collectively referred to as "**Transactions**"). This Agreement applies to your use of Business Online accessed through Bank's websites, webpages, and/or mobile applications (collectively referred to as "**Digital Properties**"). Not all Business Online services may be available through mobile applications or devices, and we reserve the right to determine which products and services are available through Digital Properties. Company must also follow all of Bank's instructions and procedures applicable to Business Online covered by this Agreement, given to Company by Bank, or located within Business Online.

I. BUSINESS ONLINE GENERALLY

Access Codes; Your Responsibility

Bank will provide a Company identification, username and a password ("**Log-on Information**") to Company's Administrator for Business Online access ("Administrator") that the Company has identified in accordance with Bank's requirements. Company certifies that any individual designated as an Administrator has authority to access and make use of Transactions on behalf of Company and has signing authority for all accounts and Transactions an Administrator may access through Business Online (including but not limited to adding users and managing each user's access and privileges). Bank may provide Company with additional Log-on Information components in its sole discretion. Log-on Information and additional verification that Bank may require to gain access to Business Online or specific products is referred to as the "security procedures."

Administrator may also create user identifications and passwords to be used with Company's identification ("**AU Log-on Information**") for other Administrators, who will have the same permissions and authority within Business Online, as well as additional users ("**Authorized Users**") to access and make use of Transactions in Business Online. You authorize the Administrator to appoint other Administrators and Authorized Users to access, view and/or transact on your accounts via Business Online, to communicate with and receive communications from us via Business Online, and you ratify and confirm any and all such activities of the Administrator(s) and/or Authorized Users, whether currently existing or in the future, and whether or not such activities are within the scope of authority you granted to the Administrator(s) and/or Authorized Users. You hereby delegate to any Administrator and/or Authorized User, any right you have to receive communications from us related to Business Online. You are responsible for the administration, monitoring and control of any Administrator and/or Authorized Users in connection with their use of Business Online.

Bank may require that any addition or changes to an Administrator or any Authorized Users be verified and approved by an additional Administrator or Authorized User ("**Dual Authorization**"). Bank recommends use of Dual Authorization as an additional security procedure. Company's continued use of Business Online without Dual Authorization demonstrates that this security procedure was offered to and refused by Company.

Log-on Information and AU Log-on Information includes the use of fingerprint recognition or facial recognition using a device's biometric authentication feature by an Administrator or Authorized User to access Business Online through Digital Properties. Bank does not store any information associated with your biometric information. Please remember that once fingerprint recognition has been activated, anyone who has stored fingerprints on a device will be able to access Business Online using the device. Additionally, if you share your device or have family members who look like you, we recommend you use your username and password to login to Business Online. You can disable biometric authentication at any time from within the mobile app.

Log-on Information and AU Log-on Information is strictly confidential. The Log-on Information should only be disclosed to the applicable person that will act as the Administrator. The AU Log-on Information should only be disclosed to the applicable person that will act as the Authorized User. Company must instruct Administrator and/or Authorized User that he or she should not disclose the Log-on Information or AU Log-on Information, respectively, to anyone, including other employees at Company. Company must establish and maintain procedures reasonably adapted to ensure the confidentiality of the Log-on Information and/or AU Log-on Information. Company agrees to be solely responsible for the security of Log-on Information and/or AU Log-on Information of Company. Transactions received by Bank with the Log-on Information or AU Log-on Information shall be deemed to be authorized instructions received from an Administrator or Authorized User. Bank is not responsible or liable for any loss or damages for any Transactions performed via Business Online if supplied with Log-on Information or AU Log-on Information. Furthermore, Company is liable for all Transactions made or authorized in Business Online with Log-on Information or AU Log-on Information, even if a person (i) authorized by Company exceeds his/her authority, (ii) does not have the authority of Company, (iii) has had his or her authority changed or revoked; or (iv) is not the same person as the Administrator or Authorized User.

If Company believes the Log-on Information has become known by unauthorized persons (whether or not employed by Company) contact Bank immediately by telephone during Banking Days (hereinafter defined or as otherwise stated within Business Online), and Bank, within a reasonable amount of time during Banking Days will remove the Log-on Information from Business Online, and issue new Log-on Information to Company in accordance with Bank's security requirements. After Bank re-issues Log-on Information, Administrator must review Transactions of Authorized User(s), immediately notify Bank by telephone during Banking Days (hereinafter defined or as otherwise stated within Business Online) of any unauthorized Transactions, and re-issue any AU Log-on Information used to perform the unauthorized Transactions. Bank reserves the right to change the Log-on Information or AU Log-on Information upon notice to Company. If Company believes the AU Log-on Information has become known by unauthorized persons (whether or not employed by Company), Administrator must (i) immediately remove the compromised AU Log-on Information from Business Online (ii) issue new AU Log-on Information to the Authorized User(s), whose Log-on Information became compromised, and (iii) immediately notify Bank by telephone during Banking Days (hereinafter defined) of any unauthorized Transactions.

After Administrator or Authorized User completes Transactions in Business Online, Administrator or Authorized User must log out of Business Online. Administrator or Authorized User must log out of Business Online while not initiating Transactions in Business Online, even if stoppage of use is for a short period of time. Company is solely responsible for any Transactions that occur due to Administrator or Authorized User's failure to log off of Business Online. Company must immediately remove Log-on Information or AU Log-on Information and disable any Administrator or Authorized User who is no longer employed by or associated with Company. Company is solely responsible for any Transactions performed by persons no longer employed by or associated with Company resulting from failure to disable Administrator(s) or Authorized User(s) and removing Log-on Information or AU Log-on Information. To the extent possible, Company shall not entitle any one Administrator or Authorized User so such Administrator or Authorized User can make use of all available Transactions in Business Online.

Availability of Business Online

Company may access Business Online 24 hours a day, seven (7) days per week except for maintenance periods, as stated in Business Online. If Company initiates Transactions Monday through Friday (excluding federal holidays) from 8:00 AM to 5:00 PM in Columbus, Ohio ("Banking Day"), Bank will begin to process such Transactions on that Banking Day unless Business Online states an earlier or later time to process Transactions. If Company initiates Transactions after a Banking Day or applicable time stated in Business Online, Bank will begin to process such Transactions on the next Banking Day. Notwithstanding the foregoing or language in Business Online, Company must consult other agreements with Bank to ascertain when processing will be complete for Transactions executed via Business Online. Company may make use of information reporting and generate reports from such information in Business Online, seven (7) days per week, however, such information and reports reflect information that Bank processes on Banking Days.

Provisions Specific to Stop Payment

Company may place or cancel a stop payment order only on negotiable instruments (paper checks). A stop payment order placed or cancelled on a Banking Day or later time specified in Business Online may be effective on such Banking Day, but Bank reserves the right to have a reasonable time to act on Company's stop payment order or cancellation of such. Company agrees to accurately provide the information required by Bank's stop-payment procedures. BANK IS NOT RESPONSIBLE FOR FAILURE TO STOP PAYMENT ON A CHECK IF ANY OF THE REQUIRED INFORMATION IS INACCURATE.

Provisions Specific to Account Transfer Service (including advances and payments for Loans and Lines of Credit)

The Account Transfer Service facilitates the transfer of funds between Company accounts. Company must have enough available money or credit in the account to complete the Transactions. Also, Company must not be past due on any payments in order to initiate or complete an advance from a loan or line of credit. If there are insufficient funds or credit in the accounts to complete the Transactions, the Transactions will not be consummated. Bank will NOT be liable for: (i) if, through no fault of Bank, Company does not have enough money or credit in Company's account to make the Transactions, or if the account has been closed or is not in good standing; (ii) if the Transactions would go over the credit limit Company may have with Bank; (iii) if the equipment or system is temporarily out of service or closed for maintenance or is not working properly, and Company knew about this when Company started the Transactions; (iv) if the money in the account Company is accessing is subject to legal process or other claim restricting the Transactions; and (v) if Company has not properly followed Bank instructions or if Company provides Bank with wrong or inaccurate information. Upon receipt of a request for an account transfer or Transactions made with Log-On Information or AU Log-On Information, Company authorizes Bank to deduct or increase the amount immediately from the balance in Company's account. Notwithstanding the Company Overdraft Protection Agreement, Company's overdraft line of credit may not be available when initiating account transfers via Business Online.

If Company wants to stop or change the transfer of funds between accounts, Company must notify Bank before Bank has started processing the Transaction. Company may do this by accessing the appropriate function in Business Online no later than the day before the Banking Day the transfer is scheduled to be made, and either delete it or make the change.

If account transfer Transactions are initiated on a Banking Day or initiated by the time stated in Business Online, Bank will process such

Transactions on the same Banking Day. If account transfer Transactions are made after a Banking Day or time stated in Business Online, Bank will process such Transactions on the next Banking Day.

Notwithstanding any borrower resolutions Company may have executed, Bank may follow the instructions of any Administrator or Authorized Users for an advance or payment in connection with a loan or line of credit. Further, the transaction report for loans and lines of credit will contain only Transactions initiated through Business Online.

Provisions Specific to Covered Entities

If Company has agreed to the Business Associate Addendum or Agreement in connection with Company Transactions, Company warrants that Company has not and will not create Authorized Users who are not employees of Company. If Company breaches the foregoing sentence, then Bank is not responsible or liable for disclosure of Protected Health Information (as defined in 45 CFR § 164.501) to third parties, notwithstanding the Business Associate Addendum or Agreement.

System Requirements

Company must obtain or have the appropriate software that Bank deems necessary and appropriate to access Business Online, and Company must set software to the appropriate security settings. Company must obtain or have the appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access into Business Online. Company must be aware of the latest phishing, pharming or similar scams, and Company is solely responsible for any loss, liability or damage relating to such scams. If applicable, Company authorizes Bank to store other user identifications and passwords of Company and authorizes Bank to log onto other web pages or networks on Company's behalf so that Company may conduct Transactions. Company is solely responsible for the timeliness and accuracy of the information contained in the other web pages or networks, as well as the Transactions performed via such web pages or networks. Company is responsible for obtaining and maintaining Company's communication link to Business Online and to ensure that Company's use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. Company is responsible for obtaining, installing, maintaining and operating all hardware, software, and Internet access services necessary and appropriate to access Business Online.

Security Procedures: Your Obligations

Log-on Information and additional verification that Bank may require to gain access to Business Online or specific products is referred to as the "security procedures". By entering into this Agreement and using Business Online, Company agrees to comply with all of Bank's security procedures with respect to Transactions and services covered by this Agreement. Bank's security procedures are contained in this Agreement and in other written procedures the Bank may provide to Company, whether via a writing or in Business Online. Company acknowledges receiving a written or electronic copy of Bank's current security procedures, as found in this Agreement and/or in Business Online. Company agrees that Bank's current security procedures are commercially reasonable in the context of Company's operations. Bank may at any time change the security procedures. Bank may advise Company of such changes to the extent they affect Company's use of Business Online, but failure to do so will not impact Company's obligations or Bank's rights. Company agrees to give all of Bank's security procedures the highest level of confidentiality and to ensure that Log-On Information and AU Log-On Information is not used by or accessible to anyone other than the Administrator or Authorized User to whom they were issued. Company agrees that the security procedures are designed to prevent unauthorized access and not to detect errors in transactions. Notwithstanding any security procedures, which may from time to time be in effect for selecting errors in Transactions covered by this Agreement, Bank shall have no duty to discover or report to Company any such errors. Neither shall Bank be liable to Company for the failure of such security procedures to detect such errors, regardless of the manner in which Bank applies such security procedures.

Transactions

Business Online allows Company to (i) access account information and generate reports from that information via the Internet or (ii) make use of or obtain the Bank's other current and future Services via Business Online, including but not limited to Bank's Bill Pay Service, Payment Center, FX Exchange, ACH, Wire Transfer, and other Services (collectively referred to as "**Transactions**"). The Bank may change from time to time the accounts that may be accessed by use of Business Online. Bank may also change from time to time what Transactions will be available to each account. Bank reserves the right, in its sole discretion, not to accept requested Transactions for any reason. All Transactions are subject to Bank's verification. Bank assumes no responsibility for advising Company that requested Transactions have not been made. Bank may without notice limit the number of daily Transactions, or type of Transactions, and impose amount limits on Transactions. Transactions under this Agreement may be subject to: (i) any Transactions limitations applicable to the account(s) with respect to which Transactions is made; and (ii) any rules or guidelines of payment networks.

Company agrees the Administrator(s) or Authorized User(s) are authorized to separate or untie consolidated periodic statements of any account so that a periodic statement reflects the transaction activity of only one account, as opposed to multiple accounts' transaction activity on one periodic statement. Further, the Administrator(s) or Authorized User(s) are each authorized to suppress the paper periodic statements so that Company receives electronic periodic statements, and Company agrees to be solely liable for any loss resulting from

the separation and suppression.

Business Online Service and Other Services

Prior to the implementation of Business Online, Company will execute and deliver to Bank such documentation as Bank deems necessary, including, but not limited to, signature cards, corporate resolutions that appoint Authorized Representative(s), and evidence of corporate authority. Company may access Payment Center, Foreign Exchange ("FX") and additional Treasury Management or Commercial Banking services or functionality ("**the Services**") through Business Online to conduct Transactions. Company acknowledges and agrees that Business Online provided by Bank will be subject to, in addition to this Agreement: (i) any set-up sheets or authorization forms attached to this Agreement; and (ii) the provisions of any applicable software license agreement(s) governing any aspect of Bank's relationship with Company, whether or not executed by Company. For additional Services, Bank may require an executed Services Agreement completed by Company's duly authorized party or parties in order to make certain Services available to Company (the "**Services Agreement**"). In addition, Business Online will be subject to all and applicable federal, state and local laws and regulations. The Business Deposit Account Agreement applies to Company' deposit accounts. To the extent that this Agreement is in conflict with the Business Deposit Account Agreement, or any other incorporated item, including the Services Agreement, this Agreement will control with regards to electronic access and use. Also, the terms of any other agreement with Bank related to Transactions initiated via Business Online (including but not limited to treasury management services such as ACH, Wire Transfer, or Visual Lockbox, as well as Payment Center, FX Exchange, and other Services) still apply. To the extent that any issue arises due to Business Online, this Agreement controls, and all other issues shall be governed by the terms of any other agreement with Bank related to the Transactions initiated via Business Online (including but not limited to the Treasury Management Services Agreement, any bill pay service, payroll services, etc.). If Company is connected to another system or network via Business Online, then Company also agrees to be bound by the terms and conditions imposed by any other network or system.

II. BILL PAY

As part of Business Online, Company may have access to Bank's Bill Pay Service ("Bill Pay"). If Company enrolls in or utilizes Bill Pay, this Section II applies.

Bill Pay Funding Accounts

A Bill Pay "Funding Account" is a qualifying checking account, not used for consumer purposes, with Bank from which Company may make payments using Bill Pay. Company must be a named owner of the account in Bank's records for the checking account to qualify. If Company's Bill Pay Funding Account contains a multiple signature requirement, Company waives any multiple signature requirement (unless Bank requires it) and releases Bank from any liability if Bank processes transactions through Bill Pay despite the multiple signature requirement. All of the qualifying accounts in Company's profile with Bank will be available as Bill Pay Funding Accounts. Within Bill Pay, Company may designate the default account that will automatically be used as the Bill Pay Funding Account.

Designating Payees

Company must designate the persons or entities that Company wants to pay through Bill Pay (each a "payee"). This can include the Bank for payments to the Bank. It can also include Company if Company wants to make payments to accounts in Company' name with Bank or other financial institutions. However, payments to individuals or entities outside the United States of America are not permitted except for payments to individuals or entities in Puerto Rico or the U.S. Virgin Islands; payments to individuals or Company entities in a foreign currency are not permitted; and tax payments or court ordered payments are not permitted. Finally, Bank has the right to refuse to allow Company to designate any other particular payee or class of payees. Company must give Bank any account numbers or other identifying information that Bank or a payee requires so that Company' payments can be properly credited. If any account number or identifying information changes, or if Company wants to add or delete payees or other accounts with Bank, Company must provide Bank with such changes within Bill Pay.

Bill Pay Transactions

Company, through its Administrator or Authorized User, can instruct Bank via Bill Pay to perform the following transactions:

- Make individual payments or preauthorized recurring payments from a Bill Pay Funding Account to payees Company has designated in accordance with this Agreement.
- Obtain information that Bank makes available about qualifying accounts.
- Obtain other services or perform other transactions that Bank authorizes or allows.

Bank may introduce or offer new or additional services from time to time in connection with Bill Pay. By using these new services after they become available, Company agrees to be bound by all the terms and conditions that apply to those services.

Preauthorized Recurring Payments

Company authorizes Bank to establish preauthorized recurring payments in accordance with the requests Company makes for Bank to

do so. Bank will only allow preauthorized recurring payments to a particular payee that do not vary in amount.

Communications Link and Company Equipment

It is Company's sole responsibility to obtain and maintain its communications link, whether by online, software, or telephone access, to Bill Pay to ensure that Company's use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. Company is solely responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary to utilize Bill Pay.

If Bank gives Company any software to use in connection with Bill Pay, Bank does so on an "as is" basis from the vendor who provides it to Bank.

Limits On Bill Pay Transactions

Company must have enough available money or credit in any Bill Pay Funding Account from which Company instructs Bank to make a payment. All payments must be in U.S. Dollars. For security reasons, Bank may implement limits on the number or amount of transactions Company can make using Bill Pay. Bank also reserves the right to limit or suspend access to Bill Pay as Bank deems necessary for security reasons. Bank may also limit access from countries other than the United States of America.

When Bill Pay Payments Are Made

Payments are not final at the time Bank receives Company's instructions, but Bank will begin to process the payments promptly. Bank will send payments either electronically or by mailed check. Payment method (electronic or mailed check) usually depends on the payee's determined method of receiving payments. Bank will indicate within Bill Pay if Bank will send the payment electronically or by mailed check. Also, Bank may change the method by which Bank will send a payment to a payee (i.e., Bank may initially send a payment by mailed check and subsequently send a payment to the same payee electronically and vice versa). Unless required by law, Bank will not provide Company notice of such change.

The "Send On" date is the date that Company instructs Bank to send payment. The funds for the payment will be deducted from the Bill Pay Funding Account on the Send On date entered.

The "Deliver By" date is the date Bank anticipates the payment will be delivered to the payee that Company has designated. When Company attempts to choose a Send On date, Bill Pay will determine the earliest available Deliver By date taking payment method (electronic or mailed check) and weekend/federal holidays into consideration.

If Bank sends the payment by mailed check, Company should allow at least five (5) business days for payees to receive payments. This means that Company should choose a Send On date that is at least five (5) business days before the date the payment is actually due, not the late date and/or grace period end date. If Bank sends the payment electronically, Company should allow at least two (2) business days for payees to receive Company's payments. This means that Company should choose a Send On date that is at least two (2) business days before the date the payment is actually due, not the late date and/or grace period date.

Regardless of payment methods, once Company chooses a Send On date, Company will be informed of the earliest available Deliver By date. Please remember while Bank anticipates that most payments will be delivered by the Deliver By date, there may be circumstances beyond Bank's control that may result in some transactions taking longer to be credited by the payee to Company's payee account. For example, mailed checks could be lost or delayed by the U.S. Postal Service. Also, Bank cannot predict the exact date that a payment will be posted by the receiving payee as payees may not immediately record a payment when it receives a payment from Bank.

Bank may permit Company to create a memo line for payments, and the character limit for the memo line will be listed within Bill Pay, which Bank may change from time to time without giving Company notice of such change. If Bank sends the payment electronically or by some other means, Bank may store the memo line in Bill Pay for Company, but Bank will not send the memo line to the payee. If Bank sends the payment by mail, Bank may send the memo line to the payee. Company agrees not to use any obscene, lewd, or harassing language in any memo line, and Company agrees that Bank may delete any such language as determined in Bank's sole discretion. Each payment Company initiates on a non-banking day, or after Bank's Bill Pay cut-off time on any banking day, will be considered initiated on the following banking day. Company can view transaction cut-off times within Business Online or the applicable service. To the extent the automated clearing house ("ACH") network is used to facilitate your Bill Pay payments (typically, payments sent electronically), you agree to be bound by the National Automated Clearing House Rules. Further, you agree no Bill Pay payment will violate or violates any U.S. law.

Stopping or Changing Payments

If Company wants to stop or change payments Company has instructed Bank to make, Company must notify Bank before Bank has started processing the payment. This applies to both individual payments as well as preauthorized recurring payments. The typical way to do this is for Company to access the appropriate function in Bill Pay prior to the cut-off time on the day the payment is scheduled to be

made, and either delete it or make the change. Company may also call the Bank at 1-800-480-BANK (2265) or write to Huntington Bill Pay (EA4W26), P.O. Box 1558, Columbus, Ohio 43216, or by using any electronic stop payment method which Bank provides for this purpose. If Company calls or writes, Company must do so in time for Bank to receive Company's request three (3) business days or more before the payment is scheduled to be made. If Company calls, Bank may also require Company to put its request in writing on paper and get it to Bank within fourteen (14) days after Company calls. All payees may be compared against the Office of Foreign Asset Control's ("OFAC") Specially Designated National ("SDN") list or any other list compiled by the U.S. Treasury's OFAC. If any payment is made to a payee who is a match or a potential match (as determined by Bank) to the SDN list or any other list compiled by the U.S. Treasury's OFAC, Bank may place a stop payment on any of those payments sent by mail.

Statements

Company's Bill Pay payments will be indicated on the monthly statements Bank provides or makes accessible to Company for the accounts with Bank that are involved in processing the payment. Bank may also provide or make accessible to Company statement information electronically or by some other means. Company agrees to notify Bank promptly if Company changes its address or if Company believes there are any errors or unauthorized transactions on any statement or in any statement information.

Notice of Incomplete Transactions

Company agrees to notify Bank promptly if Company receives notice from a payee or other institution that a payment Company made through Bill Pay has not been completed or remains unpaid.

Payments Involving Insufficient Funds

If Company instructs Bank to make a payment and Company does not have a sufficient balance in the Bill Pay Funding Account from which Company is making the payment (including available credit under any overdraft line), Bank may refuse to complete the payment. Bank may do this even if there are sufficient funds in other Bill Pay Funding Accounts other than the one Company was using to make the payment. If Bank completes a payment that Company makes or authorizes and Bank subsequently learns that Company has insufficient funds for the payment in the account from which the payment is made, Company agrees that Bank may reverse the transaction or offset the shortage with funds from any other account Company has with Bank. In any case, Company is fully obligated to Bank to provide sufficient funds for any payments Company makes or authorizes.

If Bank does not make a payment, or if Bank reverses a payment, because of insufficient funds, Bank is not required to make any further attempt to process the payment or to notify Company that the payment has not been completed. Company may be liable for a non-sufficient funds fee under the terms governing the deposit account from which Company made, or attempted to make, the payment.

RIGHT TO DETERMINE PAYMENT METHODS

BANK RESERVES THE RIGHT TO DETERMINE HOW BILL PAYMENTS ARE MADE. BILL PAYMENTS MAY BE SENT AS AN ELECTRONIC TRANSFER, WHICH MAY BE MADE USING A VARIETY OF PAYMENT RAILS, INCLUDING BUT NOT LIMITED TO ACH, RTP®, CARD-BASED PAYMENTS, OR DIRECT BILLER TRANSFER (EACH, AN "**ELECTRONIC PAYMENT**") OR SENT AS A PAPER CHECK. BILL PAYMENTS ARE MADE TO PAYEES FROM BANK'S ACCOUNTS WITH FUNDS FROM COMPANY'S DESIGNATED FUNDING ACCOUNT. BILL PAYMENTS SENT AS ELECTRONIC PAYMENTS MAY ALSO BE SENT USING SINGLE-USE VIRTUAL CREDIT CARDS THAT ARE ISSUED TO BANK. WHEN A SINGLE-USE VIRTUAL CREDIT CARD IS USED TO MAKE A PAYMENT, COMPANY ACKNOWLEDGES THAT BANK MAY EARN INTERCHANGE FEES AS PART OF THE TRANSACTION. YOU MAY OPT OUT OF SINGLE-USE VIRTUAL CREDIT CARD PAYMENTS BY CONTACTING US.

III. GENERAL TERMS

Company's Duty to Review and Inspect

Company is responsible for promptly reviewing and inspecting all Transactions performed by Administrator and Authorized Users. Company agrees to immediately notify Bank by telephone during Banking Days (i) if any Log-on Information has been lost, stolen, misused, misplaced or improperly disclosed, (ii) if money is missing from or erroneously added to any account, (iii) if a statement shows fraudulent activity; (iv) if there has been a breach of security; or (v) of any unauthorized Transactions by Administrator or Authorized User. Company agrees that Bank will not be liable for any losses resulting from Company's failure to give such notification. Bank assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of Log-On Information or AU Log-On Information by Company, Administrator, Authorized User, or any of Company's employees, agents or representatives.

Additional Restrictions

Business Online is only intended for use by individuals who reside in the United States of America.

Personal Information Collection and Use Notice

Huntington informs individuals about the categories of personal information to be collected from them as well as the purposes for which the personal information is used. Huntington collects the following categories of personal information from individuals: Behavioral; Contact

and Biographical; Demographic; Employment; Financial; Government-Issued; Location; Medical and Health; Payment Card; Protected Classifications; Unique Persistent Identifiers; and User Activity. Huntington uses personal information for the following business or commercial purposes: Provide/Maintain/Service Account; Marketing; Data analytics; Debt Collection; Compliance/Legal/Regulatory; Fraud/Safety/Security/Protect Accounts; and Customer concerns/complaints.

For more information about Huntington's privacy practices and how Huntington uses personal information it collects and receives, please visit [Huntington's Online Privacy Policy](#).

Some individuals may have additional rights as outlined in our [State Data Privacy Rights Notice](#).

Recording

Company agrees that Bank may record and retain any telephone conversations Company has with Bank regarding Business Online, as well as Company's use of Business Online through the Digital Properties. However, Bank is not obligated to do so and may choose not to in its sole discretion.

Indemnification

~~Company will indemnify and hold Bank harmless from all claims made, asserted, or threatened by any person (whether an individual or entity) that is not a party to this Agreement and all related liabilities, losses, damages, costs, and expenses of any kind which may be incurred by the Bank relating to or arising out of this Agreement; provided, however, that Bank will have no right to be indemnified hereunder for its own bad faith or willful misconduct as determined by a court of competent jurisdiction.~~

COMPANY'S LIABILITY FOR TRANSACTIONS FROM COMPANY ACCOUNTS

COMPANY IS LIABLE FOR ALL TRANSACTIONS THAT COMPANY MAKES OR AUTHORIZES, EVEN IF THE PERSON COMPANY AUTHORIZES EXCEEDS COMPANY'S AUTHORITY, INCLUDING BUT NOT LIMITED TO TRANSACTIONS BY ADMINISTRATORS, AUTHORIZED USERS OR A COMPANY REPRESENTATIVE. IF COMPANY, ITS ADMINISTRATOR(S), AUTHORIZED USER(S) OR A COMPANY REPRESENTATIVE HAS GIVEN SOMEONE COMPANY'S ACCESS CODES AND WANTS TO TERMINATE THAT PERSON'S AUTHORITY, COMPANY MUST NOTIFY BANK THAT TRANSACTIONS BY SUCH A PERSON ARE NO LONGER AUTHORIZED. BANK MAY HAVE TO CHANGE COMPANY'S ACCESS CODES OR TAKE ADDITIONAL STEPS TO PREVENT FURTHER ACCESS BY SUCH PERSON. BANK'S SYSTEM IS DESIGNED SO THAT IT MAY BE OPERATED ONLY UPON ENTRY OF VALID ACCESS CODES. SINCE BANK CONDITIONS ACCESS UPON ENTRY OF VALID ACCESS CODES, BANK WILL ACCEPT INSTRUCTIONS FOR TRANSACTIONS FROM ANY PERSON USING VALID ACCESS CODES. THIS IS SO EVEN IF THE PERSON OBTAINING ACCESS:

- IS NOT AN ADMININSTRATOR, AUTHORIZED USER OR COMPANY REPRESENTATIVE.
- EXCEEDS COMPANY'S AUTHORITY OR THAT GRANTED BY ANY ADMINISTRATOR, AUTHORIZED USER OR COMPANY REPRESENTATIVE.
- DOES NOT HAVE COMPANY'S AUTHORITY.
- HAS HAD HIS/HER AUTHORITY CHANGED OR REVOKED.
- IS AN IMPOSTER OR THIEF.

COMPANY AGREES TO BE BOUND BY ALL TRANSACTIONS FROM ANY COMPANY ACCOUNT FOR WHICH VALID ACCESS CODES WERE USED. COMPANY AUTHORIZES BANK TO TREAT ANY INSTRUCTIONS BANK RECEIVES USING VALID ACCESS CODES AS IF THE INSTRUCTIONS HAD BEEN MADE IN WRITING AND SIGNED BY THE APPROPRIATE COMPANY REPRESENTATIVE. UNLESS THERE IS SUBSTANTIAL EVIDENCE TO THE CONTRARY, BANK'S RECORDS WILL BE CONCLUSIVE REGARDING ANY ACCESS TO, OR ACTION TAKEN THROUGH, BUSINESS ONLINE. NOTWITHSTANDING THE FOREGOING, BANK AGREES THAT COMPANY WILL NOT BE RESPONSIBLE FOR TRANSACTIONS WHICH OCCUR AFTER COMPANY HAS NOTIFIED BANK TO BLOCK THE ACCESS CODES THAT WERE USED TO PERFORM THE TRANSACTION, AND BANK HAS HAD A REASONABLE OPPORTUNITY TO ACT. THUS, THE SOONER COMPANY NOTIFIES BANK OF A PROBLEM, THE BETTER COMPANY CAN MINIMIZE ITS LOSSES. COMPANY AGREES TO PROMPTLY EXAMINE ALL TRANSACTIONS REPORTED BY BANK, ACCOUNT STATEMENTS AND ANY CONFIRMATIONS OF PAYMENTS WHICH BANK OR OTHER BANKS MAY SEND OR MAKE AVAILABLE TO COMPANY ELECTRONICALLY OR OTHERWISE, AND TO PROMPTLY NOTIFY BANK OF ANY DISCREPANCY OR ERROR. COMPANY AGREES TO CALL BANK AT 1-800-480-BANK (2265) OR WRITE BANK AT HUNTINGTON BILL PAY (EA4W26), P.O. BOX 1558, COLUMBUS, OHIO 43216 AS SOON AS COMPANY CAN, IF COMPANY IDENTIFIES A DISCREPANCY OR ERROR.

Limitation of Liability

BANK WILL ONLY BE RESPONSIBLE FOR ACTING ON INSTRUCTIONS THAT BANK ACTUALLY RECEIVES FROM COMPANY. BANK CANNOT ASSUME RESPONSIBILITY FOR ANY MALFUNCTIONS OR CAPACITY REDUCTIONS OR OTHER PROBLEMS IN COMPANY'S EQUIPMENT OR IN PUBLIC COMMUNICATIONS NETWORKS NOT UNDER BANK'S CONTROL THAT MAY AFFECT

THE ACCURACY OR TIMELINESS OF TRANSACTIONS COMPANY PERFORMS. BANK'S ONLY LIABILITY IS TO CORRECT ERRORS WITHIN BANK'S CONTROL. BANK IS NOT RESPONSIBLE OR LIABLE TO COMPANY FOR ANY LOSS, DAMAGE OR INJURY CAUSED BY THE BILL PAY SYSTEM. IN NO EVENT WILL BANK BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, DISHONOR OF CHECKS OR OTHER ITEMS OR EXPENSES WHICH COMPANY MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER OR NOT THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSS, DAMAGE, OR EXPENSE IS KNOWN TO BANK.

BANK SHALL NOT BE LIABLE FOR TRANSACTIONS MADE WITH LOG-ON INFORMATION OR AU LOG-ON INFORMATION. COMPANY IS LIABLE FOR ALL TRANSACTIONS MADE WITH LOG-ON INFORMATION OR AU LOG-ON INFORMATION, EVEN IF A PERSON (I) AUTHORIZED BY COMPANY EXCEEDS HIS/HER AUTHORITY; (II) DOES NOT HAVE THE AUTHORITY OF COMPANY; (III) HAS HAD HIS OR HER AUTHORITY CHANGED OR REVOKED; OR (IV) IS NOT THE SAME PERSON AS THE AUTHORIZED USER OR ADMINISTRATOR. BANK SHALL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED BY YOUR VENDOR OR OTHER THIRD PARTY NOT RETAINED BY BANK. BANK'S LIABILITY HEREUNDER FOR INTEREST LOSSES WILL BE CALCULATED BY USING A RATE EQUAL TO THE AVERAGE FEDERAL FUNDS RATE AT THE FEDERAL RESERVE BANK IN CLEVELAND, OHIO AND ANY SUCH COMPENSATION SHALL BE LIMITED TO THE AMOUNT OF INTEREST LOST FOR A PERIOD NOT EXCEEDING THIRTY (30) DAYS FOLLOWING COMPANY'S RECEIPT OF THE CONFIRMATION ADVICE, ACCOUNT STATEMENT OR WHEN BANK HAS OTHERWISE MADE SUCH INFORMATION AVAILABLE TO COMPANY (WHICHEVER COMES FIRST) LESS ANY INTEREST ACTUALLY EARNED ON THE FUNDS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK SHALL NOT BE REQUIRED TO ACT UPON ANY NOTICE OR INSTRUCTION RECEIVED FROM COMPANY OR ANY OTHER PERSON WITH RESPECT TO ANY MATTER.

Disclaimer of Warranties

COMPANY ACCEPTS BUSINESS ONLINE "AS IS" AND AS AVAILABLE. BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO BUSINESS ONLINE.

Fees

Company agrees to pay Bank the applicable fees for use of Business Online. Bank is authorized to charge the fees to Company's checking/demand deposit account(s) with Bank. Company shall be responsible for payment of all sales, use or excise, value added, utility or other similar taxes relating to Business Online, Bill Pay or any other Transactions.

Copyright, Patents, Trademarks and Other Intellectual Property Rights

Company acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with Business Online and any versions thereof, including all documentation and instructions relating thereto, are and shall remain the sole property of Bank. Company shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by Bank thereof. In the event that new inventions, designs or processes evolve in performance of or as a result of the use of Business Online, Company acknowledges that the same shall be the property of Bank, unless otherwise agreed in writing by Bank. Bank grants Company a limited, non-exclusive, non-transferable, royalty-free, revocable license to access and use Business Online.

Company may be permitted to upload a logo, branding, or other material (collectively, "Content") to customize their Business Online experience. By providing such Content, Company agrees that Content does not infringe any copyright, trademark, patent, trade secret, or other proprietary right of any party. Company further agrees that by providing such Content Company grants to Bank a perpetual, exclusive, transferable, royalty-free license to use, modify, display, distribute, and create new material using such Content in order to customize Company's Business Online experience. Although Bank has no obligation to monitor any Content, Bank has absolute discretion to remove Content at any time and for any reason without notice.

Events Beyond Bank's Control

Bank will not be responsible or liable and will be excused for any (i) loss of information, (ii) errors and delays in transmission, (iii) processing of Company Transactions, (iv) damage, (v) cost, (vi) loss, or (vii) liability arising out of causes beyond its control, including but not limited to, strike, lockout, war, pandemic or epidemic, lack of energy, computer malfunction including but not limited to computer viruses, riot, insurrection, fire, acts of God, governmental acts or regulations, causes beyond its control, or other causes not covered by insurance. Bank will not be responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement. In the event of any errors or delays by the Bank, Bank will only be responsible to use its best efforts to correct any such errors or resume transmissions of information required to be made by Bank as soon as reasonably possible.

Termination of Service

Bank reserves the right to terminate this Agreement at any time without notice to Company. Company may terminate this Agreement at

any time by notifying Bank during Banking Days, immediately destroying Log-on Information and AU Log-on Information, and no longer using Business Online.

Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, that provision will be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement will continue intact.

Survival

All warranties, indemnities, confidentiality requirements, representations, acknowledgments and understandings will survive the performance and termination of this Agreement.

Governing Law

This Agreement is governed by the law of the State of Ohio, and to the extent applicable federal law. Company hereby submits to the jurisdiction of Ohio courts, and waives any objection to venue with respect to actions brought in such courts.

Complete Agreement

This Agreement and any related set-up forms, each of which is incorporated in this Agreement by this reference (collectively the "Service Documents"), constitute the entire agreement between Company and Bank with regard to Business Online and Bill Pay. Any representations, promises or conditions in connection therewith not set forth in the **Service Documents** or in a writing signed by all affected parties will not be binding. In the event performance of Business Online in accordance with the Service Documents would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, then the Service Documents will be deemed amended to the extent necessary to comply with such statute, regulation or policy.

Modification

Bank reserves the right to modify this Agreement at any time at its sole discretion without the consent of or notice to Company unless required by law. Except as otherwise provided in this Agreement or as otherwise stated in the notice (if sent), any modification by Bank will be effective when Bank sends notice to Company. Our notice may be provided via in-product messaging or email to Company's email address on file with us. By agreeing to our modified Agreement or using Business Online after you receive notice that the Agreement has been modified, you agree to the terms of the modified Agreement. If you do not agree to the terms of this Agreement or any modified Agreement, you are not authorized to use Business Online. Except as otherwise provided in this Agreement, Company may only modify this Agreement with the signed written consent of Bank.

Assignment

Bank may at any time assign or delegate its rights or duties under this Agreement. Company may not assign its rights or obligations under this Agreement in any way without the prior written consent of Bank. No other person or entity is deemed to be a third party beneficiary of this Agreement or any of the Business Online services.

Notices

Except as otherwise provided in this Agreement, all notices from Bank will be effective when Bank (i) makes available such notice through Business Online; (ii) emails notice to Company's email address on file with us; or (iii) mails or delivers such notice to the last address Bank has for Company in Bank's records. If more than one email address or mailing address exists, Bank may email or mail or deliver such notice to any of the email or mailing addresses of Company given to Bank by Company.

Authorization

Company warrants and represents that (i) Company is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (ii) there are no provisions of any law, or any Certificate of Incorporation or By-Laws, or any agreement of any kind, nature or description binding upon Company which prohibits Company from entering into or performing under this Agreement; (iii) Company's execution and performance of this Agreement has been duly authorized; (iv) that this Agreement is a binding obligation of Company; (v) the person entitling or instructing Bank to entitle persons at Company to perform Transactions in Business Online is authorized to entitle such persons, (vi) each Authorized User who performs Transactions in Business Online is authorized to perform such Transactions, (vii) all accounts accessible pursuant to this Agreement were established only for business purposes; and (viii) the Transactions performed on these accounts will only be for business purposes. Company will be deemed to repeat all of the foregoing warranties and representations each time Company performs Transactions or uses Business Online under this Agreement. If Company requires more than one signature on any signature card or corporate resolution with Bank, Company waives any such multiple signature requirement for Transactions initiated via Business Online. Bank will be entitled to rely on any written notice or other communication believed by it in good faith to be genuine, and any such communication will be deemed to have been authorized by such person.

~~Attorneys' Fees~~

~~If Bank becomes involved in legal action to defend or enforce this Agreement, Company agrees to pay Bank's reasonable attorneys' fees and costs, to the extent not prohibited by law.~~

Acceptance

Company accepts and agrees to all of the provisions of this Agreement by (i) physically signing Bank's signature card or other form; (ii) electronically assenting to this Agreement Company; or (iii) using Business Online and/or Bill Pay to perform any Transactions. If Company does not accept (i.e., rejects) the provisions of this Agreement, Company will immediately cease use of Business Online. Please print or save this Agreement for your records.

Electronic Records and Signatures

By electronically signing or otherwise agreeing to this Agreement, Company agrees to conduct business electronically with Bank through Business Online, including: (a) Bank may electronically provide Company with documents, disclosures, notices, statements and other documentation through Business Online; and (b) Company's electronic signature has the same effect as if signed in "wet" ink, including Company's electronic signature authorizing and/or initiating Transactions through Business Online. Company agrees that electronic records and signatures have the same legal effect, validity and enforceability as a paper record and/or manually executed signature, to the extent and as provided by law, including but not limited to, the Electronic Signatures in Global and National Commerce Act ("**ESIGN**"), state laws enacted consistent with the Uniform Electronic Transmissions Act ("**UETA**"), other state electronic record and signature law (collectively, "**State Laws**").

**VILLAGE OF GLENDALE
STATE OF OHIO**

RESOLUTION 2022-28

**A RESOLUTION ADOPTING A CREDIT CARD USAGE POLICY AND AUTHORIZING
THE VILLAGE ADMINISTRATOR TO ENTER INTO A COMMERCIAL CARD ACCOUNT
AGREEMENT WITH HUNTINGTON NATIONAL BANK AND DECLARING AN
EMERGENCY**

WHEREAS, on August 8, 2022, proposals for Banking Services were received by multiple financial institutions and Huntington National Bank ("HNB") was the most eligible banking services candidate under that process; and

WHEREAS, the Council of the Village of Glendale, in conformance with the Ohio Uniform Depository Act, has sought and considered the rates of return available at area banks; and

WHEREAS, it has been determined that HNB offers the best benefits to the Village of Glendale of any bank located near the Village of Glendale; and

WHEREAS, HNB has provided a "Commercial Card Account Agreement" to the Village as part of the proposal provided by HNB in the bid process; and

WHEREAS, the Village desires to enter into the attached Agreement; and

WHEREAS, the Agreement attached hereto requires that the Village adopt a credit card policy which possesses certain characteristics as outlined in the Agreement; and

WHEREAS the Village has drafted a credit card Agreement that conforms to the requirements of the attached Agreement;

BE IT RESOLVED, by the Council of the Village of Glendale, State of Ohio, a majority of its elected members concurring that:

SECTION I The Village hereby adopts a "Credit Card Usage Policy" which is attached hereto as Exhibit A, and which is compliant with state law and with the requirements of the attached HNB Agreement.

SECTION II That the Credit Card Usage policy adopted via Resolution #2019-12 is hereby repealed.

SECTION III That the Village Administrator is hereby authorized and directed to enter into a “Commercial Card Account Agreement” substantially similar to the Agreement attached hereto as Exhibit B and incorporated by reference herein;

SECTION IV That this Resolution is hereby declared to be an emergency measure for the immediate preservation of the public peace; health and or safety, as provided by Ohio Revised Code 731.30. Specifically, emergency action is necessary to ensure the timely and efficient payment of Village invoices, to ensure the continuation of important Village projects, and to ensure the proper administration of Village affairs. Therefore, this ordinance shall take effect immediately upon its passage.

Passed: September 12, 2022

Attest:

Donald A. Lofty, Mayor

Rebecca Terrell, Clerk

Credit Card Usage Policy, Village of Glendale, Ohio

Adopted September 12, 2022 by Resolution 2022-28

MUST BE SIGNED AND RETURNED TO THE VILLAGE ADMINISTRATOR UPON RECEIPT

The name "Village of Glendale" will appear on the credit card.

Credit cards, defined not only as bank cards, but merchant cards, grocery cards, gas cards, or any card other than a bank card, are designed to make authorized expenditures in a manner that reduces paperwork and processing time. Use of a credit card is a privilege that Village of Glendale may withdraw at any time, with or without cause. Internal accounting controls and specific finance and accounting procedures for the use of the credit cards are set forth below.

Credit cards can be used for in-store purchases as well as mail, e-mail, internet, telephone, and fax orders. It is expressly understood that it is not an ATM (automated teller machine) card or a debit card and is not authorized to be used for personal or non-Village expenditures. Expenditures are restricted to municipal or public purposes related to the work of the cardholder or department where he or she is employed.

It is to be understood that the cardholder is responsible for the security and physical custody of the card and is accountable for all transactions made with the card. The cardholder is also responsible for ensuring that the card is not used by unauthorized personnel. Cardholders cannot lend the card to anyone else. Card numbers may not be distributed and should not be saved in on-line accounts. The cardholder must comply with the Village's recordkeeping requirements (including retention of original receipts) for the protection of both the cardholder and the Village.

Procedures for usage of credit cards

For usage of the bank credit card

- All expenditures must be work-related. Personal use may result in criminal prosecution.
- A purchase order must be in place prior to using the credit card.
- The bank credit card is locked in the safe in the Finance Department.
- Purchaser must personally sign-out the credit card. They must include their name, vendor name and purchase order number. Following the purchase, the credit card should be immediately returned, and the amount spent indicated on the sign-in sheet.
- The receipt should be provided to the Village Administrator, in the event the authorized user is not the Village Administrator, as soon as possible for review, approval and notation of purchase order number. The receipt should then be submitted to the Finance Department for filing until the credit card statement is received.

- Once the statement has been received, the approved receipts will be attached to the statement and proof of payment.

For usage of a merchant card, grocery card, gas card, or any card other than the bank credit card

- All expenditures must be work related. Personal use may result in criminal prosecution.
- A purchase order must be in place prior to using the card.
- It is understood by each individual cardholder that it is their responsibility to obtain transaction receipts from the merchant or supplier each time the card is used.
- The receipt should be provided to the Village Administrator, in the event the authorized user is not the Village Administrator, as soon as possible for review, approval and notation of purchase order number. The receipt should then be submitted to the Finance Department for filing until the credit card statement is received.
- Once the statement has been received, the approved receipts will be attached to the statement and proof of payment.

Authorized individuals to use credit cards

The following Village employees or officials are authorized to use a Village credit card:

- Village Administrator
- Executive Finance Assistant
- Police Chief
- Fire Chief
- Public Works Foreman/Director
- Chief Utility Operator

Village officials or employees may be designated by the Village Administrator as authorized to use a credit card under any restrictions deemed appropriate.

Authorized uses

Credit cards may be used for expenses incurred while performing Village business. The following are examples of acceptable uses:

- Purchase of office supplies or other supplies needed to properly perform Village business.
- Gasoline and repairs to Village owned vehicles.
- Business meals and entertainment in connection with performing Village business. Reasonable gratuities are acceptable.

- Travel expenses incurred for meetings or training. Expenses include overnight accommodations, parking, meals, or any other costs related to the meeting or training.
- Parks and Recreation programs and events.

Unauthorized uses

Use of a Village credit card for personal expenses is strictly prohibited.

In addition, the Village credit card may not be used for any strictly prohibited expenses including, but not limited to:

- Purchase of alcohol.
- Related party transactions.
- Cash advances and all other cash-related transactions.
- Any service or product that requires a contract.
- Purchases prohibited by Village policy or not related to Village business.
- Donations to charitable organizations.
- Payments to individuals and employees.
- Any illicit merchandise or services.

Employees agree to surrender and cease use of any credit card in their possession upon termination of employment, whether for retirement, voluntary suspension, resignation, or dismissal. Employees may also be asked to surrender the credit card at any time.

Misuse or fraudulent use of the credit card will result in disciplinary action, up to and including termination of employment.

Employees of the Village who cause a Village card account to incur penalties or interest charges, or where such card is otherwise used in conflict with the terms of the policy, the offending Employee may otherwise be held financially liable for such misuse, in addition to whatever other civil or criminal penalties to which the Employee may be subject for such misuse under Ohio law.

An officer, employee or public servant who knowingly misuses a credit card account commits a crime of misuse of credit cards and is subject to prosecution under R.C. 2913.21.

Maximum credit limits

Credit card transactions are subject to the credit/spending limitations of the account. Purchases exceeding these limits are permitted only if authorized in writing by the Village Administrator.

Required documentation

Credit card receipts for purchases made with a Village credit card must be submitted to the Village Administrator as soon as possible. The receipt must include the date of the purchase, a description of the item/service purchased and the amount or be stapled to an invoice supplied by the vendor. The business purpose of the charge must also be written on the receipt or invoice.

If the credit card is used for meals and/or entertainment, the following must be included with the receipt:

- Date of the purchase.
- Amount of the purchase.
- Individuals present at the meal/entertainment.
- Business purpose of the meal/entertainment.

Reasonable gratuities are acceptable.

Monitoring usage

When a credit card statement is received, the Finance Department will match the credit card receipts turned in by the card users to the statement. The required documentation will be reviewed to insure completeness. Any credit card charge that is shown on the statement that cannot be matched with appropriate documentation will be investigated. If appropriate documentation cannot be acquired from the employee that made the charge, the charge amount may be deducted from the employee's next paycheck. Credit card transactions and detail shall be reviewed in accordance with Ohio law.

Quarterly review

The number of credit cards and accounts issued shall be reviewed quarterly by the Village Administrator or their designee.

Lost/stolen cards

If a card is lost or stolen, contact the Village Administrator as soon as possible to report the status of the card.

Upon an employee's termination of employment with the Village, all cards must be returned to the Village Administrator.

By signing below, you acknowledge that you have read, understand, and agree to the terms and conditions of this policy. You additionally acknowledge that as a responsible agent for Village of Glendale, you are empowered to safeguard its assets. Use of any Village credit card is a convenience that carries responsibilities. You certify that as a participating cardholder, you

understand and assume the responsibilities listed above and that failure to comply with the policies and procedures will result in revocation of any card in my possession and that I will be prohibited from using the Village's bank credit card. Improper use of Village credit cards can be considered misappropriation of funds which may result in disciplinary action up to and including termination of employment.

Employee Signature

Title

Name (Print)

Date

Commercial Card Account Agreement

This Commercial Card Account Agreement is Company's contract with Huntington. It governs Company's use of the Account and any Cards and related services. The accompanying Fee Schedule and various other addendums and attachments and other documents referenced herein are part of this Agreement.

Pursuant to this Agreement, Huntington will provide Company with an Account that can be accessed by Mastercard branded Cards. The Cards will be used to access any or the entire available credit limit for the Account. Upon approval, Company also may use the Account to access Huntington's Integrated Payables service. Huntington will also provide access to online systems and tools that can be used to manage the Account.

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Definitions

“Account” means the relationship established between Company and Huntington by this Agreement.

“ACH” means Automated Clearing House. ACH is an electronic payment system governed by the National Automated Clearing House Association or NACHA. Company’s participation in the ACH payment system is acknowledgment and agreement to abide by the NACHA rules.

“Administrative User” means the person or persons assigned by Company to administer Company’s commercial Card program or Integrated Payables service and who has the ability to perform one or more of the following functions (as assigned by company Program Administrator): ordering and assigning Cards, creating Virtual Cards, setting and changing individual Card limits, activating Cards, setting and changing authorized Merchant Category Codes, restricting Card access and blocking Cards, viewing and downloading transaction histories. Other functions may be added in the future.

“Authorized Business Representative” means the individual(s) who (a) executed this Agreement or (b) would currently be authorized to execute this Agreement if the individual(s) would originally executed this Agreement are no longer employed by Company.

“Authorized User” means any person allowed to use a Card to access Company’s Account.

“Authorized Virtual Card Representative” means the person or person assigned by Company to manage any Virtual Cards issued under the Account.

“Billing Cycle” means the period during which transactions are accumulated for billing purposes.

“Business Security Suite” means a set of fraud prevention tools offered in the TM Services.

“Card” means one or more Cards or other access devices that Huntington gives Company or any Authorized User under this Agreement. This includes utilization of Card numbers, Virtual cards, and Department Cards.

“Client Information Sheet” means the information required by Huntington to create checks for payment.

“Company” means the entity who applied to open the Account. It also means any other person responsible for complying with this Agreement.

“Company Program Administrator” or “Program Administrator” means the person or persons assigned by Company to manage the services provided by Huntington to Company under this Commercial Card Account Agreement. The Company Program Administrator will have the ability to perform all Administrative User functions and will have the ability to assign additional Administrative Users and also assign their rights to access and use any online interface as appropriate.

“Demand Deposit Account” means one or more checking/demand deposit accounts identified in the Huntington Commercial Card Rebate & ACH Authorization that Company maintains with Huntington for the settlement of payments pursuant to this Agreement and/or the processing of transactions pursuant to the Integrated Payables service. The Demand Deposit Accounts are subject to the Rules & Regulations for Business Accounts.

“Department Card” means one or more Cards or other access devices that Huntington gives Company that are not assigned to any specific Authorized User or single identifiable person.

“Eligible Spend Volume” means net Card purchase volume (i.e. gross volume less credits, cash advances and ATM withdrawals) and is further described in the Commercial Card Account Agreement Rebate Addendum.

“Huntington” means The Huntington National Bank, the issuer of the Account.

“Integrated Payables” means the service accessed by Company through the designated online interface in order to initiate payments in the form of check, ACH, RTP or Virtual Card.

“Merchant Category Codes” means the four digit Mastercard number assigned to a merchant that describes the types of goods and/or services it provides.

“Real Time Payments or RTP®” is an electronic payment system which is different and in addition to ACH. RTPs are governed by The Clearing House Payments Company, L.L.C. Company’s participation in the RTP payment system is acknowledgment and agreement to abide by the RTP Operating Rules. RTP is a registered service mark of The Clearing House Payments Company L.L.C.

“Rebate” means part of the transaction revenue Huntington receives from the payment network as the issuer of the Card.

“TM Services” means the services offered under the Treasury Management Services Agreement. TM Services include Business Security Suite, ACH and other services. In order to use the Integrated Payables service offered herein, Company must enter into a Treasury Management Services Agreement with Huntington.

“Virtual Card” is a means of access that Company or Authorized Users can use to complete transactions in situations where a physical Card is not required.

Authorization

Company warrants and represents that (a) Company is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (b) there are no provisions of any law, or any certificate of incorporation, certificate of organization, by-laws, operating agreement, partnership agreement, or any agreement of any kind, nature or description binding upon Company which prohibits Company from entering into or performing under this Agreement; (c) Company’s execution and performance of this Agreement has been duly authorized; and, (d) this Agreement is a binding obligation of Company. Huntington will be entitled to rely on any written notice or other communication believed by it in good faith to be genuine and to have been signed or authorized by an authorized representative of Company, and any such communication will be deemed to have been authorized by such person.

Use of Cards

Company and its Authorized Users will use the Cards only for business purposes involving the procurement of goods and/or services for Company. Card use for any illegal or illicit purpose or consumer purposes is prohibited. Card use prior to activation or after the expiration date is prohibited. Card use in violation of the preceding prohibitions does not relieve Company from the obligation of paying any outstanding Card balance created.

Company at its sole discretion will assign Cards to its employees, contractors or others having a close business relationship with Company. However, Company must submit a request to Huntington to create any and all Department Cards. Each cardholder, or person who has the ability to use a Department Card, becomes an Authorized User. Company shall provide Huntington with Authorized User information, including names and other identifying information, which will be stored and used by Huntington for servicing and regulatory purposes including compliance with the USA PATRIOT ACT. Company is responsible for obtaining any necessary consent for Authorized User information collection, use and disclosure to Huntington. Huntington reserves the right to investigate the identity of any existing or proposed Authorized User by obtaining, verifying, and recording personally identifying information, and may obtain such information from third parties. Huntington reserves the right to refuse, block or revoke any Authorized User access.

Huntington may allow Company to establish Virtual Cards under the Account. Cash advances are not permitted on Virtual Cards. Virtual Card transactions may be made at the direction of one or more Authorized Virtual Card Representatives of Company in accordance with this Agreement. The Authorized Virtual Card Representative(s) of Company will be provided with a unique User ID and password that will allow access to the online system (which is a separate system than that described later in this Agreement, which is utilized by the Program Administrator) that is used to create, modify and close Virtual Cards.

An Authorized User may sign a sales draft presented by the merchant which is processed by the merchant's financial institution; provided, however, that the absence of a sales draft and/or failure to sign a sales draft shall not relieve Company of its obligations to pay any outstanding balance charged against the Account. Merchants may be required to request an authorization from Huntington before completing a Card transaction. If Company advises Huntington of its desire to restrict a certain type of Card transaction(s) identified by Merchant Category Code(s), Huntington will take commercially reasonable steps to assure that these types of Card transactions are not authorized. However, Huntington will not be liable if a merchant nonetheless accepts a Card for unauthorized transactions or does not request an authorization at all.

Huntington reserves the right to deny the authorization of any transaction based on suspicion of fraudulent activity, unauthorized use, illicit or illegal use, or for any other reason. Transactions will not be authorized if any third-party data processor is not online or is otherwise not operational. Huntington is not liable for failure to authorize a transaction for any reason.

Foreign Card transactions will be added to the outstanding balance in US Dollars. If a Card transaction occurs in a currency other than US Dollars, the Card networks will convert the transaction into US Dollars using their currency conversion procedures. Foreign Card transactions may also be subject to International Transaction Fees as detailed in the Fee Schedule. The Integrated Payables service is not to be used for foreign currency transactions.

Except for Virtual Cards, Card access may include the ability to access cash via a teller in a financial institution branch or ATM withdrawal. Cash advances may also be subject to fees as detailed in the Fee Schedule. Huntington is not responsible for unauthorized cash advances. Huntington may limit the amount of the credit line that can be accessed in cash.

Company promises to pay the outstanding balance of all Card transactions, including any applicable fees, in full on the due date set forth on each billing statement. Fees are detailed in the Fee Schedule. If any payment is made after the statement due date, or if any amount remains outstanding after the statement due date, Company will be charged a Late Fee per the Fee Schedule.

If Company desires to terminate access to the Account by any Authorized User, it will 1) retrieve and destroy the Card and any online interface credentials provided to such Authorized User, and 2) notify Huntington. Huntington will have a reasonable amount of time to act on this request. Termination of access to a Card or any other services does not relieve Company from the obligation of paying any outstanding Card balance created before Card access termination. Company will establish rules and procedures for its employees' use of Cards and any other access to the services provided to guard against fraudulent use and to assure that such use is only for business purposes and not any illegal or illicit purpose.

Integrated Payables Service

The Integrated Payables service enables Company to make payments to vendors through an online interface via Virtual Cards, ACH transactions, RTP transactions and/or checks as described herein and also may include the TM Services. Huntington may attempt to process each payment through the Integrated Payables service as a Virtual Card transaction. If the vendor does not accept the Virtual Card payment, Huntington may then attempt to process the payment as an ACH or RTP payment. If the vendor does not accept an ACH or RTP payment, Huntington will process the payment as a check. The Integrated Payables service requires Virtual Cards, a Demand Deposit Account dedicated to the Integrated Payables service and the check positive pay service from the Business Security Suite.

Company shall provide to Huntington in electronic format the data requested by Huntington to process all payments. The form and format of said data shall conform to those certain technical specifications used by Huntington to perform the services hereunder and provided to Company. Huntington shall have final approval on the form and format of all materials to be produced hereunder to assure conformity and compatibility with Huntington's software and equipment. Huntington shall initiate the payments for Virtual Card, ACH, or RTP payments in accordance with this Commercial Card Account Agreement, the Huntington Commercial Card Rebate & ACH Authorization and the TM Services. In order to process check payments, a test payment file, digital signature, and the Client Information Sheet that includes fixed text to be used in the free form area of the check must be completed and sent to Huntington at least 30 days prior to the requested production date in order to perform programming and set up.

When Huntington prints and mails checks to payees, Huntington will use the data supplied by Company. Checks will be printed on typical commercial check stock in the commercial check layout and will be mailed in standard #10 business envelopes. All payees may be compared against the Office of Foreign Asset Control's ("OFAC") Specially Designated Nationals ("SDN") list or any other list compiled by OFAC or any United States government authority (taken together as "Government Regulators"). Huntington may stop payment on any check printed in which a payee is a match or a potential match to a person or entity named in the SDN list or any other list compiled by Government Regulators. Huntington will notify Company in the event Huntington stops payment on a check. All mailings will be sent by First Class mail, when applicable, at a discount postal rate. Huntington may unilaterally modify the fees charged hereunder at any time to account for postage rate increases as announced by the United States Postal Service. Check positive pay is a TM Services fraud protection product to be used in conjunction with check issuance. A "checks issued" file will be uploaded directly to an online interface provided by Huntington. Company will be responsible for reviewing and dispositioning any exceptions identified by the check positive pay service. Huntington will be responsible for the quality of the output of all mailings. Huntington will not be responsible for the integrity or accuracy of the data received from Company in order to generate such mailings. If Huntington determines that any address provided by Company is invalid or not in the proper format, the payment data will be returned to Company for address verification and correction.

The ACH, RTP, check positive pay, other fraud prevention services and other transactional services available to Company are further described in the Treasury Management Services Agreement, which upon execution by the parties becomes part of this Agreement.

If Company desires to terminate access to the Account by any person, it will 1) retrieve and destroy the Card and any online interface credentials provided to such person, and 2) notify Huntington. Huntington will have a reasonable amount of time to act on this request. Termination of access to a Card or any other services does not relieve Company from the obligation of paying any outstanding balance created before access termination. Company will establish rules and procedures for its employees' use of Cards and any other access to the services provided to guard against fraudulent use and to assure that such use is only for business purposes and not any illegal or illicit purpose.

Credit Limit and Liability; Pricing

Company may be assigned a credit limit for the Account. Company at its sole discretion may assign separate credit limits to each Card including Virtual Cards. At no time will the aggregate total of all outstanding purchases, cash advances, finance charges, and fees on all Cards exceed the Account credit limit. If the aggregate balance should exceed the Account credit limit, Huntington may demand immediate payment of any amount in excess of the Account credit limit and/or assess an Over Limit fee as detailed in the Fee Schedule.

Huntington will process and settle Card transactions on behalf of Company during the Billing Cycle. Huntington will provide an Account billing statement at the end of each Billing Cycle.

Payment from the Demand Deposit Account

Company must maintain the Demand Deposit Account in good standing with Huntington. Company agrees to make payment in full for any outstanding Account balance by the due date noted on each billing statement. Unless Company notifies Huntington that it will tender monthly payments via another method, Huntington will debit the Demand Deposit Account each month, on the due date, for the Account balance. If there are insufficient funds in the Demand Deposit Account on a payment due date, Company is still responsible for paying the entire outstanding balance on the Account on or before the due date indicated on the statement. Huntington may credit the Demand Deposit Account for any amount received by Huntington for which Huntington has previously received payment from Company.

Rebates

Huntington may offer rebate Programs to Company. The details of any rebate Program will be presented to Company in an addendum to this Agreement.

Online Program Administration

Company will be provided with online interfaces in order to manage the Account, including ordering and assigning Cards, setting and changing individual Card limits, setting and changing authorized Merchant Category Codes, restricting Card access and blocking Cards, and viewing transaction histories. The online interfaces also include reporting capability. Company must obtain or have the appropriate equipment and internet capabilities necessary to access each online interface, and Company must set software to the appropriate security settings. Company must obtain or have the appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access to each online interface. Company must be aware of latest phishing, pharming or similar scams, and Company is solely responsible for any loss, liability or damage relating to such scams. Company is responsible for obtaining and maintaining Company's communications link to each online interface and to ensure that Company's use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities.

Company will assign and maintain at least one Program Administrator in accordance with Huntington's security procedures. Huntington will add the Company Program Administrator(s) to each online interface and Program Administrator will have all available rights for access to and use of each online interface. Use of an online interface is deemed to be acceptance of the terms and conditions of the related services. Program Administrator will have the ability to assign additional Administrative Users and also assign their rights to access and use each online interface as appropriate. Assignment of Administrative Users and their associated rights shall be at the sole discretion of the Program Administrator. Huntington will rely on Program Administrator for direction on Company desired changes and deletions of Administrative Users. If there is more than one Program Administrator, Huntington can take direction from any one of them.

In addition to each online interface, Huntington will also provide live operator support for Program Administrators during normal business hours. Huntington will also provide an Authorized User servicing website and live operator support during extended business hours, including weekends.

Security Procedures

Company shall comply with all security procedures established by Huntington. Huntington may at any time change security procedures. Huntington may advise Company of such changes to the extent they affect Company's use of an online interface, but failure to do so will not impact Company's obligations or Huntington's rights. Company acknowledges that the purpose of such security procedures is for verification of authenticity and not to detect an error in a data entry and/or Card configuration. Huntington shall not be

liable to Company for the failure of the security procedures to detect such errors. Company is responsible for establishing and maintaining safeguards against unauthorized access to each online interface and other Huntington systems, and agrees to take reasonable steps to maintain security procedures established by Huntington. Company agrees that any Huntington information, including, but not limited to any Card transaction information that is transmitted or exchanged between Company and Huntington via an unsecured electronic network, such as the internet, must, prior to the key-entry and through transmission of any Huntington information, (1) be encrypted using a commercially reasonable security technology that, at a minimum, is equivalent to AES 256 bit encryption technology, or (2) be transmitted via a secure session utilizing a commercially reasonable security technology that provides a level of security that, at a minimum, is equivalent to AES 256 bit encryption technology. Storage, transmittal or maintenance of any permanent record of complete Card numbers and other Card information is prohibited. Cardholders should be identified using name and employee number or other identifier. Card numbers should be masked when recorded.

Unauthorized Use

Integrated Payables Service

If Company or any Authorized User believes that someone is using the online interface, the Integrated Payables service (check, ACH or RTP payments) or Demand Deposit Account without permission, Company must notify Huntington immediately by calling (800) 480-4862. Huntington will accept reports of unauthorized transaction activity from the Authorized Business Representative or Program Administrator. **Unauthorized transactions must be reported immediately.** Company agrees to cooperate with Huntington on any investigations, including filing police reports or completing affidavits as necessary. Huntington reserves the right to immediately close any Account regardless of whether unauthorized activity has been reported by Company or not.

Huntington is not liable for any misuse of the service and any unauthorized transaction activity does not relieve Company from the obligation of paying any outstanding balance created by the Integrated Payables service. The TM Services Agreement contains additional terms and conditions which may apply.

Card

If Company or any Authorized User believes that someone is using a Card, including a Virtual Card, without permission, Company must notify Huntington immediately by calling (866) 643-4203. Huntington will accept reports of unauthorized transaction activity from the Authorized Business Representative, Program Administrator or cardholder on whose Card an unauthorized transaction appears. Unauthorized Card transactions must be reported within 60 days of receipt of the statement on which they appear. Company agrees to cooperate with Huntington on any unauthorized Card use investigations, including filing police reports or completing Cardholder affidavits as necessary. Huntington reserves the right to immediately close any Account regardless of whether unauthorized activity has been reported by Company or not.

Huntington is not liable for any misuse of a Card that has not been cancelled and unauthorized transaction activity does not relieve Company from the obligation of paying any outstanding Card balance created. Mastercard may provide at no cost to the Company a liability protection program. Terms and conditions may apply.

Fraud Alerts

Huntington provides Confirm It Fraud Alerts for the Cards. Confirm It is a free service that automatically notifies cardholders of suspicious activity on their Card via text, email and/or automated phone call. Cardholders will not be charged for Confirm It texts. Message frequency varies and depends on Card use. Mobile carriers are not liable for delayed or undelivered messages. For more information, call (866) 643-4203. Please note: Cardholders can opt out of Confirm It texts and/or automated phone calls at any time. Opting out applies to the Card. To opt out of receiving Confirm It texts after receiving a fraud alert, text STOP to 49847. By texting STOP to 49847, the cardholder agrees to one additional confirmation message

stating that the cardholder has opted out and will no longer receive text messages from Huntington Confirm It. For help after receiving a fraud alert, text HELP to 49847. To opt out of automated phone call fraud alerts, call (866) 643-4203.

Termination

Huntington reserves the right to terminate this Agreement at any time upon notice to Company, effective one hundred-twenty (120) days after Huntington sends Company notice. Notwithstanding the foregoing, in the event of fraud, suspected fraud, illegal or suspicious activity, suspected illegal or suspicious activity, regulatory compliance, administrative order, judicial order, or default under this Agreement, Huntington may terminate this Agreement, and/or revoke any or all Cards issued in connection with the Account, or any Virtual Cards established under the Account, immediately without notice (or immediately with notice if legally required), but Huntington will use its best efforts to provide notice after termination if permitted by law. If Company wishes to terminate this Agreement, then Company must provide written notice to Huntington, which termination will be effective thirty (30) days after Huntington receives notice. No termination by either party shall relieve Company from responsibility for any charges to the Account after the date of any notice and before the effective date of such notice. In the event of any termination, any outstanding balance on the Account will be due and payable as of the effective date of the termination.

Financial Information

Company shall, upon Huntington's request, promptly provide Huntington with financial information and statements as Huntington determines to be reasonably necessary or appropriate to enable Huntington to review Company's financial condition. Huntington may also periodically review reports from third party reporting agencies regarding Company's financial condition.

Review Statements

Company is responsible for promptly reviewing and inspecting all reports, notices, periodic statements, adjustments, charges, entries, and other transactions available to it.

1. Company agrees to **notify Huntington immediately** of any errors or discrepancies with respect to the Integrated Payables service (check, ACH and RTP payments). Information posted on the online interface or made accessible through TM Services constitutes delivery of information by Huntington. Company agrees that Huntington will not be liable for any losses resulting from Company's failure to give Huntington such notice of errors or discrepancies.
2. Company agrees to notify Huntington of any errors or discrepancies with respect to Card transactions, including Virtual Card transactions, within sixty (60) days after receipt of the same which contain such errors or discrepancies. Company agrees that Huntington will not be liable for any losses resulting from Company's failure to give Huntington such notice of errors or discrepancies.

Notices

Except as otherwise stated in any notice, all notices from Huntington will be effective when Huntington mails or delivers them to Company or when Huntington makes such notices available to Company through electronic means. Company designates all notices be sent to:

Name

Title

Address

City, State and Zip Code

Email Address

All notices, in connection with this Agreement, sent by Company to Huntington must be in writing and sent to Huntington at the following email address or physical address:

commercialcardsupport@huntington.com

Huntington National Bank
Commercial Card Product Management
EA4C20
The Huntington National Bank
7 Easton Oval
Columbus, OH 43219

and will be effective when Huntington has received them and has had a reasonable time to act on them.

Assignment

Huntington may at any time assign or delegate its rights or duties under this Agreement. Huntington reserves the right to use third party vendors to supply any or all services under this Agreement. Company may not assign its rights or obligations under this Agreement in any way without the prior written consent of Huntington. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. No other person or entity is deemed to be a third-party beneficiary of this Agreement or the Account.

Third Parties

There are no third-party beneficiaries to this Agreement. The parties do not intend: (i) the benefits of this Agreement to inure to any third party; or (ii) any rights, claims or causes of action against a party to be created in favor of any person or entity other than the other party.

Modification; Waiver

Huntington reserves the right to modify, at any time and in its sole discretion and without the consent of or notice to Company unless required by law, any of the terms and conditions set forth in this Agreement, and including, without limitation, any charges, fees, interest rate, and rebates. Except as otherwise provided in this Agreement, or as otherwise stated in the notice (if sent), any modification by Huntington will be effective when Huntington sends notice to Company. Except for changes made in accordance with this Section, no deviation, whether intentional or unintentional, shall constitute a modification of this Agreement, nor constitute a waiver by Huntington of any rights in this Agreement.

The designated Program Administrator(s), Authorized Business Representative(s), notices contact and Authorized Virtual Card Representative are included as part of this Agreement and any change to these contacts must be completed via Huntington's change document and signed by an Authorized Business Representative.

Company agrees to notify Huntington promptly of any change in its mailing address, e-mail address or telephone number.

Governing Law

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance pertaining to Card transactions, including Virtual Card transactions, shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to internal principles of conflict of laws, and applicable federal law. Each party hereby submits to the jurisdiction of the state and federal courts located in Franklin County Ohio, and waives any objection to venue with respect to actions brought in such courts in the State of Ohio.

This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, pertaining to check, ACH and RTP payments shall be governed by and construed in accordance with the Uniform Commercial Code and then the laws of the state which governs your Demand Deposit Account(s) according to the Rules and Regulations for Business Accounts. Each party hereby submits to the jurisdiction of the state and federal courts of such state, and waives any objection to venue with respect to actions brought in such courts.

Waiver of Jury Trial

The parties hereto waive all right to trial by jury in any action or proceeding to enforce or defend any rights under this Agreement.

Defaults

Any of the following events constitutes a default under this Agreement:

1. failure of Company to pay any amount when due or to perform any other material obligation under this Agreement;
2. any default in payment or performance of any obligation of Company under any other contract with Huntington;
3. the total balance under the Cards and any Virtual Cards is in excess of the Account limit;
4. a material deterioration in Company's creditworthiness occurs, as determined by Huntington in its sole discretion;
5. any information contained in any financial statement, application, schedule or report given to Huntington by or on behalf of Company is not in all respects true and accurate or omits to state any material facts necessary for Huntington's use;
6. any bankruptcy, insolvency, reorganization, receivership, or similar proceeds are initiated by or

- against Company;
7. any creditor initiates any action to levy or seize upon a substantial portion of Company's assets;
 8. any change of twenty-five percent (25%) or more of ownership interests of Company;
 9. a material adverse change occurs in Company's financial condition, or Huntington believes the prospect of payment of the Account is impaired; and
 10. Huntington's reasonable request for financial or other information is refused.

Remedies

If a default occurs, Huntington may at any time thereafter, unless prohibited by law, take any one or more of the following remedial actions, which are cumulative:

1. Deem all obligations due and require immediate repayment of the total balance due on the Account;
2. Cancel, suspend, or terminate transaction privileges on the Account;
3. Take lesser action without waiving any right to later require immediate payment;
4. Exercise rights and remedies of a secured party, and Company authorizes Huntington (a) to set off against all of Company's accounts with Huntington (whether checking, savings, or some other account), to the extent permitted by applicable law, and apply such amounts to any amount Company owes Huntington under this Agreement and (b) to exercise its rights under any other agreement against any personal property of Company or of any other grantor with respect to which Huntington has been granted a lien or security interest ("Security Agreements") to secure Company's repayment of any indebtedness Company owes Huntington, including any amount Company owes Huntington under this Agreement; provided, however, in no event will Huntington exercise any rights and remedies against any real estate or real property;
5. Exercise rights and remedies under any guaranty against any guarantor of any indebtedness Company owes Huntington, including any amount Company owes Huntington under this Agreement ("Guaranties"); and
6. Exercise any other rights and remedies available at law or equity.

~~If Huntington becomes involved in legal action to enforce this Agreement, Company agrees to pay Huntington's reasonable attorneys' fees and costs, to the extent not prohibited by law.~~

Confidentiality

The terms of this Agreement, any proposal, financial information, and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement that a party was not otherwise previously permitted to disclose or was not by some other means already in the public domain (Information) are confidential as of the date of disclosure. Such Information will not be disclosed by any party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. The parties shall be permitted to disclose the Information: (i) to their accountants, attorneys, data processing, financial and marketing service providers, affiliates and employees as necessary for the performance of their duties in connection with enforcing this Agreement, if these persons agree to treat the Information as confidential in the above described manner, and (ii) as required by law or by any governmental authority.

License

Company grants to Huntington and its affiliates a license to use Company's trade name, trademarks, designs, images, visual representations, logos, and service marks ("Trademarks") solely in conjunction with the Cards. Company indemnifies and holds harmless Huntington, its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all loss, liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith, arising from the Trademark license granted hereunder or from Huntington's use of the Trademarks in reliance thereon.

Limitation of Liability

Huntington shall not be responsible for any loss sustained by Company or any Authorized User unless and to the extent the loss was caused by Huntington's gross negligence or willful misconduct. Except as may be expressly set forth in this Agreement, Huntington makes no representations or warranties, express or implied, with respect to Cards or the Account. Notwithstanding any other provision hereof, in no event shall Huntington be liable to Company for any special, indirect, incidental, exemplary, punitive, or consequential loss or damage of any kind, including, without limitation loss or damage from any refusal to honor any Card or for retention of any Card by Huntington or any third party.

Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, that provision will be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement will continue intact.

Events Beyond Huntington's Control

Huntington will be excused from any delay, and will not be responsible or liable for any loss of information, errors or delays in transmission and/ or processing of Company transactions, damage, cost, loss, or liability, arising out of causes beyond Huntington's control, including, but not limited to, strike, lockout, war, lack of energy, riot, insurrection, fire, flood, unavoidable accident, acts of God, acts of nature or any cause which is attributable to a third party, governmental acts or regulations, legal constraint, computer malfunction including, but not limited to, computer viruses, equipment breakdown, electrical or mechanical failure, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or other causes not covered by insurance. Huntington will not be responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement. In the event of any errors or delays by the Huntington, Huntington will only be responsible to use ordinary care to correct any such errors or resume transmissions of information required to be made by Huntington as soon as reasonably possible.

Survival

All warranties, indemnities, confidentiality requirements, representations, acknowledgements, obligation by Company to repay any outstanding balances, and understandings will survive the performance and termination of this Agreement.

Complete Agreement

This Agreement, including the materials attached hereto or the materials and agreements referenced herein, including any Security Agreements or Guaranties, constitutes the entire agreement of Huntington and Company with respect to the subject matter of this Agreement and any written or oral agreement or communication between Company and Huntington or any Huntington affiliate with respect to the subject matter are hereby superseded and shall hereafter have no force or effect. Other than those remedies specifically disclaimed in this Agreement, all remedies set forth in this Agreement shall be in addition to all other remedies available under this Agreement, any Security Agreements or any Guaranties, or at law or equity.

Political Subdivision Addendum

“Company” means the following political subdivision, _____, which wishes to establish a commercial Card Account per the terms of Huntington’s Commercial Card Account Agreement. The terms of this Addendum supplement those terms.

Pursuant to _____ State law and public policy, the following apply:

Authorization

The governing board/legislative authority of the Company has 1) authorized Card use for specific purposes, which purposes were specifically stated by the Company in its ordinance or resolution and 2) approved and adopted a policy governing usage of the credit card and appropriate oversight controls. A certified copy of each such ordinance or resolution shall be provided to Huntington before the execution of the Account Agreement.

Appropriation

The Company certifies that its governing board/legislative authority approved Card usage for those purposes involving the procurement of goods and/or services for the Company for which the Company has appropriated funds in its annual appropriations budget.

Usage and Oversight Controls

The governing board/legislative authority of the Company has adopted formal policies and procedures concerning Card usage and oversight, including but not limited to the following considerations: 1) restrictions based on industry codes; 2) a list of authorized employees; 3) custody of the Card; 4) the pre-approval of Card usage and reconciliation of usage against authorized purposes; 5) personal responsibility by the user in the case of penalties, interest charges, or usage in conflict with the terms of the policy.

Program Administrators

Name of Authorized Person	Title	Email	Phone Number	Phone Number Extension

Executed by Company as of the dates set forth below.

Company Name:_____

Company EIN:_____

Printed Name:_____

Title:_____

Date of Birth (MM/DD/YYYY):_____

Customer Signature:_____

Date:_____

Printed Name:_____

Title:_____

Date of Birth (MM/DD/YYYY):_____

Customer Signature:_____

Date:_____

Printed Name:_____

Title:_____

Date of Birth (MM/DD/YYYY):_____

Customer Signature:_____

Date:_____

Huntington Commercial Card Rebate & ACH Authorization

(This page is required)

_____ I hereby authorize Huntington National Bank to initiate credit entries to the Rebate Account listed below as necessary to provide for rebate and credit balance refund payments. (Must be a Huntington Business Account)

_____ I hereby authorize Huntington National Bank to initiate debit entries to the Billing Account listed below as necessary for timely payment to Company's commercial Card Account.

OR

_____ I DO NOT authorize Huntington National Bank to initiate debit entries to a Billing Account as necessary for timely payment to Company's commercial Card Account.

_____ I hereby authorize Huntington National Bank to initiate debit or credit entries to the Integrated Payables Account listed below as necessary for the Integrated Payables service. (Must be a Huntington Business Account)

Company agrees to honor NACHA Operating Rules as Receiver of these authorized debit entries and allow debits to be applied to Company's account without interruption. Any ACH return due to Company's failure to allow ACH debits to be processed, including failure to modify any ACH debit blocking, may result in the assessment of late and return payment/NSF fees. Any ACH credit return as a result of the account being closed may result in the forfeiture of the payment.

Rebate Account (Must be a Huntington Business Account):

Huntington Routing Number: _____

Huntington Account Number: _____

Billing Account:

Account Routing Number: _____

Account Number: _____

Integrated Payables Account (Must be a Huntington Business Account):

Huntington Routing Number: _____

Huntington Account Number: _____

This authorization will remain in effect until Huntington has received written notification from Company to cancel and has had a reasonable amount of time to act on it.

Company Name: _____

Authorized Signer (print): _____

Title: _____

Authorized Signature: _____

Date: _____

Revision 50: 05.04.2022