



**State of West Virginia
Agency Master Agreement**

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2019-07-11

Order Number: AMA 1300 1300 STO2000000001	Procurement Folder: 603258
Document Name: Depository Services for Cash Management	Reason for Modification:
Document Description: Depository Services for Cash Management	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2019-06-19
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2020-06-18

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000117301 PNC BANK NA COMMERCIAL LOAN OPERATIONS PO BOX 747046 PITTSBURGH PA 152747046 US Vendor Contact Phone: (412) 768-7653 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: Shelly Murray DATE: 2019-07-11 ELECTRONIC SIGNATURE ON FILE

Extended Description:

PNC Bank NA Depository Services Agreement

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84120000				\$0.000000
	Service From	Service To			
	2019-06-19	2020-06-18			

Commodity Line Description: Banking and investment

Extended Description:

Depository Services for Cash Management

STO2000000001	Document Phase Final	Document Description Depository Services for Cash Management	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: PNC Bank, N.A.

Authorized Signature: *Maria Dorell* Date: 5/23/19

State of North Carolina

County of Wake, to-wit:

Taken, subscribed, and sworn to before me this 23 day of May, 2019.

My Commission expires January 23, 2023.



NOTARY PUBLIC *Andrew C. Whitaker*

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

PNC BANK NATIONAL ASSOCIATION

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not Individuals; see Instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) J

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

300 FIFTH AVENUE

6 City, state, and ZIP code

PITTSBURGH, PA 15222

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
2	2	-	1	1	4	6	4	3	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Nancy Hamilton

Date ▶

1/2/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

WEST VIRGINIA STATE TREASURER'S OFFICE

BANKING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made effective as of the date of last signature below, by and between the West Virginia State Treasurer's Office ("STO") and the PNC Bank, National Association (the "Financial Institution").

WITNESSETH:

That for and in consideration of the mutual covenants and agreements contained herein, the STO and the Financial Institution agree as follows:

A. SERVICES:

1. **Receipt Accounts:** The Financial Institution agrees to establish and maintain one or more demand deposit receipt accounts ("Receipt Accounts") in the name of the State of West Virginia, to be titled "State of West Virginia, Office of the State Treasurer," or any other name designated by the STO, for the purpose of receiving and depositing moneys belonging to or due the State of West Virginia or any officer, department, board, commission or agency thereof ("Spending Unit"). The accounts shall contain such additional information as may be designated by the STO. The Financial Institution ABA Number and the STO Account Number(s) are as designated in the signatory area of this Agreement.
 - a. **FDIC Deposits** - The Financial Institution shall allow Spending Units to deposit receipts in the Financial Institution by taking deposits directly to the Financial Institution, by using the services of a courier or armored car service engaged by the agency or the STO, by using the safekeeping services of a night depository at the Financial Institution or by such other method approved in writing by the STO.
 - b. **Deposit Procedures** - A Spending Unit representative making deposits with the Financial Institution will present a deposit ticket in duplicate or triplicate to the Financial Institution with the moneys to be deposited. The Financial Institution shall receipt all copies, retain the original, and return the other copies to the Spending Unit representative.

- c. **Withdrawal by STO** –After the deposit is made, the STO shall debit its Receipt Account by means of an electronic debit to the account via the automated clearing house (“ACH”) system of the Federal Reserve. The STO also reserves the right to utilize other methods to withdraw funds from its Receipt Account.
2. **Reports:** At the end of each month the Financial Institution shall complete and forward the monthly Receipt Account statement for each account to the STO, reflecting all activity on the account. At the end of each calendar quarter the Financial Institution shall complete and forward the Quarterly Report of Depositories of State Funds to the STO. The Financial Institution shall abide by the procedures established by the STO, use forms prescribed by the STO, verified by affidavit, include the amount of State funds on deposit, and be signed by the President or Cashier of the Financial Institution. The Financial Institution shall comply with any further reporting requirements established by the STO, including electronic account access and reporting deadlines. Copies of the current forms are contained in Appendix C, which is attached hereto and made a part hereof.
3. **BAI File Transmission:** Upon request of the STO, the Financial Institution shall provide to the STO a BAI file that contains all balance and transaction data for STO accounts. The STO shall specify the frequency and method of delivery for the BAI file, which will be subject to updates and changes as may be required by the STO and/or standard banking practices.
4. **Additional Services:** As requested by the STO, the Financial Institution shall provide other ancillary banking services associated with the handling of receipts to the agency or the STO. Examples of such services include night depository, change making, returned checks and other such normal and regular services. A list of ancillary services is specified in Appendix A (“Services and Compensation”), attached hereto and made a part hereof. Any other ancillary services requested by the STO shall be provided and billed at the Financial Institution’s standard rates.
5. **Services and Compensation:** Fees for the Services are as specified in Appendix A, attached hereto and made a part hereof. Compensation for the Services is in the manner selected in Appendix A, attached hereto. All fees, prices and compensation are as stated in this Agreement. No price increase will be accepted without written authority from the STO. If the STO is invoiced for services, payments may be made only in arrears. Interest may be made on late payments in accordance with the W.Va. Code.

6. **Special Terms and Conditions:** Any applicable special terms or conditions regarding accounts or services are reflected on Appendix B ("Special Terms & Conditions").

B. TERM OF AGREEMENT. This Agreement shall commence upon the effective date and shall continue until terminated in accordance with this Agreement. The effective date is the date this Agreement is signed by the STO.

C. OTHER TERMS AND CONDITIONS.

1. **Corporate Resolution:** Pursuant to *W. Va. Code §12-1-4*, the Financial Institution has provided a Corporate Resolution, which is attached hereto as an attachment to Appendix C.
2. **Security for Deposits:** The Financial Institution shall provide collateral ("Collateral") as follows:
 - a. For amounts insured by an agency of the federal government: The Financial Institution has provided evidence of federal agency coverage, which evidence is attached hereto and made a part hereof.
 - b. For amounts insured by a deposit guaranty bond issued by a valid bankers surety company acceptable to the Treasurer, the Financial Institution has provided a bond, a copy of which is attached hereto and made a part hereof.
 - c. For amounts secured by Certificates of Deposit ("CDs"): The Financial Institution has provided documentation, attached hereto and made a part hereof, showing that the CD(s) meet the following requirements: (1) The funds are invested through a designated state depository selected by the treasurer; (2) the selected depository arranges for the deposit of the funds in certificates of deposit in one or more banks or savings and loan associations wherever located in the United States, for the account of the state; (3) the full amount of principal and accrued interest of each certificate of deposit is insured by the Federal Deposit Insurance Corporation; (4) the selected depository acts as custodian for the state with respect to such certificates of deposit issued for the state's account; and (5) at the same time that the state's funds are deposited and the certificates of deposit are issued, the selected depository receives an amount of deposits from customers of other financial institutions wherever located in the United States equal to or greater than the amount of the funds invested by the state through the selected depository.

- d. All other amounts shall be secured by a collaterally secured bond. The Financial Institution has completed a Continuous Depository Bond Agreement, attached hereto and made a part hereof, and has provided Collateral as specified below, in an amount not less than Ten Thousand Dollars (\$10,000.00), as required by the provisions of W.Va. Code §12-1-4.
3. **Collateral:** Pursuant to the provisions of W.Va. Code §12-1-4, all deposits with the Financial Institution and its affiliates shall be collateralized in accordance with the following requirements:
 - i. A pledged security must be approved by the STO and be in accordance with STO List of Acceptable Securities in effect. In general, the collateral security for the bond shall consist of bonds of the United States, or bonds or letters of credit of the federal land banks, of the federal home loan banks, or bonds of the State of West Virginia or of any county, district or municipality of this state, or other bonds, letters of credit, or securities approved by the Treasurer.
 - ii. The value of any pledged security shall be determined by the STO.
 - iii. The Financial Institution shall not accept or retain deposits in an amount greater than its paid-up capital stock and surplus.
 - iv. All securities pledged shall be deposited for the account of the treasurer of the State of West Virginia to a financial institution designated by the STO. The STO agrees to pay all reasonable costs associated with the movement of Collateral.
 - v. Withdrawal or substitution of any pledged security must be approved by the STO.
 - vi. The Financial Institution shall not accept or retain state deposits in excess of ninety percent (90%) of the value of collateral pledged at any time.
 - vii. The STO reserves the right to require a larger balance of securities to be pledged.
 4. **STO Instructions to the Financial Institution:** The Financial Institution is authorized to rely and act on the written and signed instructions of the persons authorized in writing by the STO.

5. **Outside Bank Account Agreement:** Before depositing funds in an account outside the Treasury, the Financial Institution shall obtain and provide to the STO an Outside Bank Account Approval Form, as set forth in Appendix C, attached hereto and made a part hereof. The STO shall prescribe the forms and procedures for depositing the moneys pursuant to the provisions of *W. Va. Code §12-2-3*.
6. **Wire Agreement:** Prior to wiring any funds from the account, the STO and Financial Institution shall complete and attach to this Agreement a Wire Agreement detailing the authorization and utilization of daily wire transfer services.
7. **Linked Deposit Agreement:** Any approved state depository participating in the Linked Deposit Program shall complete a Linked Deposit Agreement. If applicable, a completed Linked Deposit Agreement is attached hereto and made a part hereof.
8. **Additional Agreements:** The Financial Institution shall complete all other agreements required by the STO and/or the State of West Virginia, which agreements are included with Appendix C ("Forms"), all of which are attached hereto and made a part hereof. Mandatory forms required by the State of West Virginia are incorporated herein by reference. Required terms and conditions of the State of West Virginia are not subject to negotiation. Financial Institutions desiring to offer contract terms and conditions, or alternative terms and conditions may do so. Nothing herein shall require the STO to consider the offered matters.
9. **Appendices:** The Appendices indicated with a check mark below are attached hereto and made a part hereof.

- | | | |
|----|-------------------------------------|---|
| a. | <input type="checkbox"/> | Appendix A – Services and Compensation |
| b. | <input type="checkbox"/> | Appendix B – Special Terms and Conditions |
| c. | <input type="checkbox"/> | Appendix C – Forms |
| d. | <input checked="" type="checkbox"/> | Appendix D – Other |
- (please specify) PNC Pricing Proforma

10. **Confidentiality:** The Financial Institution has executed the STO's *Confidentiality & Non-Disclosure Agreement*, attached hereto and made a part hereof as an attachment to Appendix C.
11. **Public Record:** Subject to the paragraph below, all documents submitted to the STO's Purchasing Administrator related to purchase orders/contracts are considered public records.

12. **Risk of Disclosure**: The only exemptions to disclosure of information are listed in the West Virginia Freedom of Information Act, *W.Va. Code §29B-1-1, et seq.* The submission of any information to the STO by a Financial Institution puts the risk of disclosure on the Financial Institution. Primarily, trade secrets are the only exemption to public disclosure. The STO will make a reasonable effort not to disclose information that is within the guidelines of *W.Va. Code §29B-1-1, et seq.* and is properly labeled "proprietary information not for public disclosure." The STO does not guarantee non-disclosure of any information to the public.
13. **Default**: Default occurs when one party fails to perform or breaches any material covenant or provision of this Agreement and such failure or breach continues for a period of thirty (30) days after the other party issues a notice to the defaulting party specifying the default and stating that such notice is a "Notice of Default" under this Agreement. The defaulting party is entitled to cure such default within the thirty (30) day period. In the event of a default, the STO is entitled to terminate this Agreement immediately and to receive any damages incurred as a result of the default or breach, including, but not limited to, attorney fees, court costs, and consequential and incidental damages caused by the Financial Institution's default, breach or negligence. The rights and remedies provided in this section are not exclusive, and are in addition to any other rights and remedies by law.
14. **Termination**: This Agreement may be terminated, with or without cause and without penalty of any type, by either party upon thirty (30) days written notice. In the event of a termination of this Agreement for any reason, including default, The Financial Institution shall cooperate with the STO in transferring funds to an alternate depository. Charges accruing to the date of cancellation or non-funding will be paid in accordance with the contract/purchase order. The STO, in its sole discretion, may authorize payment in whole or in part, of the amount Financial Institution seeks.
15. **Costs**: The STO and the State of West Virginia shall not be liable for any costs, expenses, loss of profits or damages whatsoever incurred by the Financial Institution caused directly or indirectly by the STO cancelling or modifying the contract/purchase order.

16. **Right to Cure:** The STO may terminate this Agreement immediately at any time the Financial Institution fails to carry out its responsibilities or to make substantial progress under the terms of this Agreement. The STO shall provide the Financial Institution with advance notice of performance conditions which are endangering the contract's continuation. Failure to perform according to the terms of this Agreement shall be cause for the Financial Institution to be found in default. If after such notice the Financial Institution fails to remedy the conditions contained in the notice, within the time period contained in the notice, the State shall issue the Financial Institution an order to cease and desist any and all work immediately. The STO shall be obligated only for services rendered and accepted prior to the date of the notice of termination. In the event the Financial Institution is found in default, any all re-procurement costs may be charged against the Financial Institution and offset against, but not limited to, any charges accruing to the date of cancellation.
17. **Withholding of Payments:** If the STO, in its sole discretion, determines that the Financial Institution is not performing 100% of its obligations under this Agreement, the STO may penalize the Financial Institution by stopping, reducing or withholding any payments due under the agreement until such time as the services from the Financial Institution are deemed satisfactory to the STO. The STO shall not be obligated for the difference between any reduced or withheld payments and the amounts otherwise due under this agreement, nor shall it be obligated to pay any interest thereon. The STO may, in its sole discretion, pay such difference upon resolution of the issues that resulted in the penalty, but nothing herein shall be construed to require such payment nor shall the difference be considered a lien or claim against the STO or the State of West Virginia in any way.
18. **Reservation of Rights:** The STO reserves the right to unilaterally accept, reject, cancel, prohibit or stop any and all work performed or services rendered under this Agreement to reflect the needs of the STO, all without penalty. The STO reserves the right to modify, amend, adjust or cancel this Agreement at any time, with or without cause, upon giving the Financial Institution thirty (30) days written notice, without incurring any penalty or being held in breach of contract. The STO reserves the right to seek and obtain the services required by this Agreement, in whole or in part, from another vendor, without penalty and without being deemed in breach of this Agreement.

19. **Compliance:** During the term of this Agreement, the Parties shall comply with all federal, state and local laws, regulations, ordinances and policies, including, but not limited to, the prevailing wage rates of the West Virginia Division of Labor, if those apply to any services under this agreement. Specifically, the parties shall also comply with the provisions of W.Va. Code §12-1-1 et seq., the Legislative Rules entitled "Selection of State Depositories for Receipt Accounts," (112 CSR 7), and the STO Procedures Pertaining to the Processing of Receipt Accounts, attached hereto as part of Appendix B ("Special Terms & Conditions"), attached hereto and made a part hereof.

20. **Warranties and Representations:** The Financial Institution hereby agrees, warrants and represents:

- a. That it is a state or national bank or a state or federal savings and loan association registered, operating and doing business in the State of West Virginia;
- b. For deposits of state funds up to the limits which are insured by an agency of the federal government, that those amounts are so insured (unless complying with paragraph c. below, with regard to all deposits of state funds);
- c. For deposits of state funds over amounts insured by an agency of the federal government, that it is insured by either:
 - i. A deposit guaranty bond issued by a valid bankers' surety company acceptable to the Treasurer, and/or
 - ii. A bond in the amount of not less than Ten Thousand Dollars (\$10,000), secured by collateral as specified in paragraph 2 of this Agreement.
- d. That the Collateral pledged and assigned to secure each State Deposit is and shall be sufficient at all times to satisfy the requirements of the STO; that the Depository shall pledge and provide such additional Collateral as may be required by the STO; and that the Depository shall, in order to compensate for any diminution in the value of the Collateral, pledge and provide such additional Collateral as may be necessary to comply with the levels of collateral prescribed by the STO.
- e. That the Depository has, and will have, at all relevant times hereunder, good title to the Collateral pledged to the State and has and will have good, right, and lawful authority to assign, transfer and pledge the Collateral to the State. That any pledge of the Collateral to the State that is subject to this Depository

Agreement is and shall continue to be a legal, valid and effective first priority security interest in, and assignment of, all property, interest, rights and benefits of the Depository included in the Collateral and the cash proceeds thereof, and in each case is and shall continue to be subject to no prior liens, adverse claims, defenses, defaults, charges, participation interests, or encumbrances that may impair the value of the Collateral or pledges that are prior to, or of equal rank with, the pledges to the State created under this Depository Agreement.

- f. That it will not maintain on deposit state funds in excess of ninety percent (90%) of the value of Collateral pledged on the collaterally secured bond given by the depository;

21. **Authority**: Each party represents that it has authority to execute and deliver this Agreement, and this Agreement constitutes a legal, valid and binding obligation enforceable against it, except to the extent that enforceability is limited by bankruptcy, insolvency, or similar laws.

22. **Indemnification**: The Financial Institution shall defend, indemnify and hold harmless the STO, and its employees, representatives and agents, from and against any and all injuries, judgments, losses, liabilities, obligations, penalties and responsibilities, including attorneys' fees and expenses and the costs of investigation and defense of legal or causes of action of whatever kind or character (each a Loss and collectively "Losses") whether under state, federal or common law, legal, equitable or administrative in nature, known or unknown, past, present, or future, suspected or unsuspected, absolute or contingent, brought by any person or entity against the STO, its employees, representatives or agents in connection with this Agreement.

23. **Conflict of Interest**: The Financial Institution represents and warrants that it, its officers or members or employees presently have no interest and shall not acquire any interest, direct or indirect which would conflict or compromise in any manner or degree with the performance or its services hereunder. The Financial Institution further represents and warrants that in the performance of the contract, the Financial Institution shall periodically inquire of its officers, members and employees concerning such interests. Any such interests discovered shall be promptly presented in detail to the STO.

24. **Independent Contractor:** The relationship of the Financial Institution to the STO shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this contract. The Financial Institution, as an independent contractor, is solely liable for the acts and omissions of its employees and agents. The Financial Institution shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this Agreement. Neither the Financial Institution nor any employees or contractors of the Financial Institution shall be deemed to be employees of the STO for any purposes whatsoever.
25. **Waiver Of Breach:** The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee shall not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party shall only be valid if it is in writing and signed by an authorized officer of the party making the waiver.
26. **Disaster Recovery:** The Financial Institution represents and warrants it has adequate backup and recovery of data facilities to provide uninterrupted continuous operation should the Financial Institution's operations cease in whole or in part.
27. **Events of Loss:** In the event the Financial Institution files for bankruptcy protection or is placed into conservatorship or receivership, this Agreement is terminated without further order, unless otherwise agreed in writing by the STO, pursuant to paragraph 27, below. In the event a loss is sustained by the STO or upon the institution of a dissolution, liquidation, cessation of operation, reorganization, or bankruptcy proceeding, or the placement of the Financial Institution in conservatorship, receivership or under any other control of a federal or state governmental authority, the STO has the right to the immediate return of any State moneys held by the Financial Institution. In the event the State moneys returned to the STO are insufficient to make the STO whole, the STO may dispose of Collateral securing the Continuous Depository Bond, in whole or in part.
28. **Successor Financial Institution:** If a successor financial institution succeeds to the interest of the Financial Institution or if the Financial Institution is adjudged bankrupt or insolvent, or a receiver, liquidator or conservator of the Financial Institution, or of its property, is appointed, or if any public officer takes charge or control of the Financial Institution, or its property, then, unless otherwise directed by the STO, the successor financial institution, receiver, liquidator, conservator, or public officer shall, without any further act, be bound by and vested with all

rights, powers, duties and obligations of the Financial Institution, including all collateral obligations, under this Agreement.

29. **Assignment and Subcontracting**: The Financial Institution may not assign or subcontract any Services, any monies due or to become due hereunder, or the Agreement itself, in whole or in part, without the express written consent of the STO.
30. **Changes in Law**: The Financial Institution shall notify the STO in writing within ten (10) calendar days of any changes in laws, regulations or policies that would adversely affect the Agreement or the parties in relation to the Agreement.
31. **Funding**: All services performed under this Agreement may be continued under the terms of this Agreement, or any extension or modification thereof, contingent upon funds being appropriated by the West Virginia Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available for the services required by this Agreement, or if legislative authorization and/or appropriation is withdrawn or otherwise unavailable for these services, the STO may terminate the contract at the end of the affected current fiscal period without further charge or penalty. The STO shall give the Financial Institution written notice of such non-allocation of funds as soon as possible after the STO receives notice. No penalty shall accrue to the STO in the event this provision is exercised.
32. **Notices**: All notices, requests, demands or other instruments which may or are required to be given by either party shall be in writing and shall be deemed to have been properly received either when served personally upon the officer or agent of the party set out below, faxed, or upon expiration of a period of forty-eight (48) hours, excluding weekends and holidays, from and after the postmark thereof when mailed postage prepaid by certified mail requiring a return receipt or by overnight mail. All notices shall be sent to the persons identified in Paragraph 44 of this Section at the addresses and/or numbers noted thereon.
33. **Right to Modify**: During the term of this contract and any extensions or amendments thereto, related and additional services may be added, deleted or modified, and current services and products (hardware, software, etc.) may be upgraded, expanded or eliminated upon the written mutual agreement of the parties in order to meet market and other conditions and demands. The STO specifically reserves the right to change, alter, modify, eliminate, add and amend the services to be provided by the Financial Institution, without penalty. The STO further reserves the right to amend, cancel or otherwise modify any contract/purchase order with the Financial Institution, all without penalty,

in order to comply with all applicable federal and state laws, rules and policies or to meet the needs of the STO and its customers.

34. **Amendments:** This Agreement is the parties' final expression of intent. No modification of this Agreement is binding unless agreed to in writing by both parties. All amendments, modifications, alterations or changes to this Agreement shall be in a written addendum to this Agreement, signed by both parties, and authorized in accordance with West Virginia law.
35. **Severability:** If any provision of this Agreement or any document referenced in this Agreement is found to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions that can be given effect without the invalid provision, and to this end, the provisions of this Agreement and any document referenced in the Agreement are declared to be severable.
36. **Headings:** Headings herein are for convenience of reference only, and shall not be considered in any interpretation of this Agreement.
37. **Governing Law:** This Agreement shall be governed by the laws of the State of West Virginia. In the event of litigation ensues involving this Agreement, venue shall be proper only in Kanawha County, West Virginia. The Financial Institution hereby acknowledges jurisdiction of the courts of the State of West Virginia for purposes of this Agreement.
38. **Taxes:** The STO is exempt from taxation by virtue of being an agency of the State of West Virginia. Therefore, the STO shall not pay taxes of any type for, nor file returns or reports on behalf of the Financial Institution.
39. **HIPAA Business Associate Addendum:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), as approved by the Attorney General, and as found at <http://www.state.wv.us/admin/purchase/vrc/WvBaaAgApproved.pdf>, is included herein by reference, insofar and insofar only as the STO meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Financial Institution .
40. **Right to Audit:** The STO shall have the right to audit the records of the Financial Institution at any time during the term of this Agreement, or any extension thereof, and for a period of two (2) years after termination of this Agreement, including any extensions and renewals. Financial Institution shall maintain adequate records and data for that two (2) year period and shall fully cooperate with and provide full access during

regular business hours for any request or audit by the STO or someone on behalf of the STO.

41. **Entire Agreement:** This Agreement constitutes this entire understanding and agreement of the Parties with respect to the subject matter and supersedes all prior agreements or understanding, written or oral, between the Parties with respect thereto.

42. **Execution:** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

43. **Contacts for this Agreement:**

a. STO Contacts are listed below, or as may be designated in writing by the STO:

West Virginia State Treasurer's Office
322 70th Street, SE
Charleston, West Virginia 25304

Contact: Connie Byrne, Executive Director
Cash Management

E-Mail: connie.byrne@wvsto.com

Phone: 304.340.1579

FAX: 304.340.1511

Contact: Julie Hefner-Ferrell, Director of Accounting
Cash Management

E-Mail: julie.hefner-ferrell@wvsto.com

Phone: 304.340.2718

FAX: 304.340.1511

b. Financial Institution Contacts are listed below, or as may be designated in writing by the Financial Institution:

Name: PNC Bank, NA

Address: 300 Fifth Ave, Pittsburgh, PA

Contact: Judith Gainer

E-Mail: judith.gainer@pnc.com

Phone: 412-768-1044

FAX:

44. Account Information:

ABA No.: _____

Account No.: _____

Initial Minimum Account Balance: \$ _____

WITNESS the following signatures and seals:

West Virginia State Treasurer's
Office

PNC Bank, National Association
(Financial Institution)

By: Misty D. Bice
Title: Deputy Treasurer - Cash Mgt
Date: 6/19/19

By: Judith A. Gainer
Title: Judith Gainer, Treasury Management VP
Date: May 22, 2019

APPROVED: M. Lindsay Marchio
Legal Counsel, West Virginia State Treasurer's Office

**WEST VIRGINIA STATE TREASURER'S OFFICE
BANKING SERVICES AGREEMENT**

APPENDIX A

Services and Compensation

1. **Services** – In addition to providing one or more Receipt Accounts, the Financial Institution shall provide the Services specified in Attachment 1 to this Appendix B, which is attached hereto and made a part hereof, and as may be amended from time to time.
2. **Fees** – The Financial Institution's fees for Receipt Account maintenance and other Services are specified in Attachment 1 to this Appendix B.
3. **Method of Compensation** – For providing the Services, the Financial Institution shall receive compensation in one of the following manners, determined by the STO:

Calculated Compensating Balance – The Financial Institution's compensation for the services provided pursuant to this Agreement shall be in the form of compensating balances as prescribed in 112 CSR 7, "Selection of State Depositories for Receipt Accounts."

Payment of Invoice – The Financial Institution shall forward an invoice to the STO monthly or quarterly. The invoice shall be in writing and shall be itemized as shown on the form included in Appendix C. The STO shall remit payment to the Financial Institution within thirty (30) days following receipt of a proper invoice.

**WEST VIRGINIA STATE TREASURER'S OFFICE
BANKING SERVICES AGREEMENT**

**APPENDIX B
Special Terms and Conditions**

WEST VIRGINIA STATE TREASURER'S OFFICE
BANKING SERVICES AGREEMENT

APPENDIX C
Forms

1. Corporate Resolution
- ~~2. Continuous Depository Bond Agreement~~
- ~~3. STO Confidentiality and Non-disclosure Agreement~~

Attachment 1:

Corporate Resolution

At a duly convened meeting of the Board of Directors of PNC Bank, National Association
300 Fifth Ave, Pittsburgh, PA, (the "Financial Institution") held in its offices at
300 Fifth Ave, Pittsburgh, PA, on the 31 day of May, 2019, at which
meeting a quorum was present, the following Resolution was adopted and entered upon the minutes of the
financial institution:


Whereas, the Financial Institution has been designated a depository for State funds, by the West
Virginia State Treasurer (the "State Treasurer"), and

Whereas, West Virginia law requires that a bond be executed and secured by collateral for any
deposits in a state depository, in excess of the amount insured by an agency of the federal government, and
in excess of any amounts covered by an approved deposit guaranty bond, in accordance with the provisions
of *W. Va. Code* § Chapter 12, Article 1;

Now, Therefore Be It Resolved: That Judith A. Gainer, the
Vice President of the Financial Institution, is hereby authorized and directed to do the
following:

1. To make, execute and deliver, in the name of the Financial Institution, and in its behalf, a bond,
conditioned as required by law, in the sum of Zero Dollars
(\$ 0.00), in such form as may be prescribed by the Office of the State Treasurer;
2. To execute on behalf of the Financial Institution any and all contracts which may be lawfully
required by the State Treasurer;
3. To deliver and pledge to the State Treasurer such securities owned by the Financial Institution free
and clear of all other liens and claims and approved by the State Treasurer to be received and held
by the State Treasurer as pledged securities to guarantee and secure the payment by the Financial
Institution of state deposits as required by law;
4. From time to time, to deposit other and additional securities whenever required by the State
Treasurer;
5. With the consent of the State Treasurer, to substitute any pledged securities; and
6. To execute for the Financial Institution any contract or instrument, evidencing a pledge of any, or
all pledged securities, which contract gives to the State Treasurer powers of sale and disposition of
the pledged securities and of the net proceeds of sale thereof after deducting necessary
commissions and expenses, as may be required by the State Treasurer.

ADOPTED this 31 day of May, 2019.




President/Chairman of Board of Directors

ATTESTATION:

The undersigned, Secretary of the Board of Directors of the Financial Institution, do hereby certify that the
foregoing is a full, true and complete copy of a Resolution duly adopted by the Board of Directors of the said
Financial Institution, at a meeting held, after due notice, on the date set forth above, at which meeting a
quorum was present and acting throughout; and I further certify that at the date hereof said Resolution is in
full force and effect.

Given under my hand and the seal of the Financial Institution this 31 day of May, 2019.



Secretary of the Board of Directors

(OFFICIAL SEAL):



CERTIFICATE

The undersigned, Janet L. Deringer, a duly appointed Assistant Secretary of PNC Bank, National Association (the "Bank"), does hereby certify that:

(1) the following is a true and correct copy of an excerpt from the By-Laws of the Bank and a true and correct copy of Resolutions adopted by the Board of Directors of the Bank on April 23, 2019;

(2) the excerpt from the By-Laws of the Bank and Resolutions described above are in full force and effect as of the date of this Certificate; and

(3) Judith A. Gainer is a duly appointed Vice President of the Bank.

Excerpt from By-Laws of PNC Bank, National Association

"Article VI. General Powers of Officers

Section 1. The corporate seal of the Bank may be imprinted or affixed by any process. The Secretary and any other officers authorized by resolution of the Board of Directors shall have authority to affix and attest the corporate seal of the Bank.

Section 2. The authority of officers and employees of this Bank to execute documents and instruments on its behalf in cases not specifically provided for in these By-Laws shall be as determined from time to time by the Board of Directors, or, in the case of employees, by officers in accordance with authority given them by the Board of Directors."

Board Resolutions Adopted April 23, 2019

WHEREAS, pursuant to the By-Laws of PNC Bank, National Association (the "Bank"), the board of directors ("Board"), seeks to grant authority to certain officers to take the actions evidenced herein.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the Board, the Chief Executive Officer, the President, each Senior Vice Chairman, each Vice Chairman, each Executive Vice President, each Senior Vice President, each Vice President, each Assistant Vice President, the Treasurer and each Assistant Treasurer, the Cashier and each Assistant Cashier, the Secretary and each Assistant Secretary, each Trust Officer and Assistant Trust Officer, each Chief Operating Officer, each Regional President or chief executive of a business region, the General Counsel, the Senior Deputy General Counsel, and each Deputy General Counsel (the "Authorizing Officers") of PNC Bank, National Association (the "Bank") shall have the authority to affix and attest the seal of the Bank;

Member of The PNC Financial Services Group

The Tower at PNC Plaza 300 Fifth Avenue Pittsburgh Pennsylvania 15222-2401

www.pnc.com

RESOLVED FURTHER, that the Authorizing Officers of the Bank, and any other officers acting at the discretion of any officer authorized to affix and attest the seal of the Bank, are and each of them is hereby authorized and empowered in the name and on behalf of the Bank to execute, acknowledge and deliver any and all agreements, instruments, or other documents relating to the property or rights of all kinds held or owned by the Bank or to the operation of the Bank, either for its own account or in any agency or fiduciary capacity. Notwithstanding the foregoing, any and all agreements of sale, contracts, deeds and other documentation pertaining to the purchase, sale or transfer of real estate or buildings occupied by the Bank in the transaction of its business shall be executed in accordance with the terms of resolutions adopted from time to time in connection therewith and specifically designating the officer or officers authorized to execute the same. Notwithstanding the foregoing, those persons holding the title of General Counsel, Senior Deputy General Counsel, Deputy General Counsel, or Chief Counsel of the Bank are and each of them is hereby authorized and empowered in the name and on behalf of the Bank to execute, acknowledge and deliver law firm engagement letters;

RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, Executive Vice President, General Counsel, Senior Deputy General Counsel, Deputy General Counsel, or any of them, is authorized to name, constitute and appoint such person or persons as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made;

RESOLVED FURTHER, that the Bank's Chairman of the Board, Chief Executive Officer, President, Secretary, or any Senior Vice Chairman, Vice Chairman, or Executive Vice President, General Counsel, Senior Deputy General Counsel, Deputy General Counsel, or any of them, is authorized to name, constitute and appoint such person or persons employed by The PNC Financial Services Group, Inc. (the "Corporation") or any of its wholly owned direct or indirect subsidiaries as they or any of them deem necessary as attorney-in-fact for the Bank, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made. Notwithstanding the foregoing, persons to be appointed to act as attorney-in-fact in the name and on behalf of the Corporation or the Bank, or any of the Corporation's or the Bank's wholly owned direct or indirect subsidiaries (the "Subsidiaries"), to execute and file tax-related documents for and in the Corporation's, the Bank's or the Subsidiaries' name and stead, shall be appointed pursuant to the terms of resolutions adopted from time to time specifically designating the persons authorized to appoint such attorneys-in-fact;

RESOLVED FURTHER, that any officer of the Bank and any non-officer employee of the Corporation or the Bank (or any affiliate of the Corporation or Bank) designated in writing by the Chief Executive Officer, the President, any Senior Vice Chairman, Vice Chairman, Executive Vice President, Senior Vice President, or the Corporate Secretary or Secretary of the Corporation or Bank, are each hereby authorized and empowered:

- (a) To sign or countersign checks, drafts, acceptances, guarantees of signatures on assignments of securities, certificates of securities of entities for whom the Bank is acting as registrar or transfer agent or in a fiduciary or representative capacity, correspondence or other papers or documents not ordinarily requiring execution under seal; and

- (b) To receive any sums of money or property due or owing to the Bank in its own right, as an agent for another party, or in any fiduciary or representative capacity and, either as attorney-in-fact for the Bank or otherwise, to sign or countersign agreements, instruments, or other documents related to the foreclosure of residential real estate loans owned or serviced by the Corporation or the Bank or the enforcement of any other rights and remedies with respect to such loans (including, without limitation, in a bankruptcy or insolvency proceeding), including, without limitation, correspondence, affidavits, certifications, declarations, deeds, substitutions of trustee, verifications, assignments, powers of attorney, sales contracts or any other papers or documents, to execute any instrument of satisfaction for any mortgage, deed of trust, judgment or lien in the Office of the Recorder of Deeds, Prothonotary, or other office or court of record in any jurisdiction, provided, however, that in respect to any mortgage or deed of trust made to this Bank as trustee for bondholders, the foregoing authority shall be exercised only pursuant to an authorization of the Board of Directors or committee of the Board of Directors with oversight of fiduciary risk; and

RESOLVED FURTHER, that, in accordance with the Bank Act of Canada, the Principal Officer of the Canada Branch or any employee of the Canada Branch who is an Executive Vice President, Senior Vice President, Vice President, Assistant Vice President, Assistant Treasurer, Assistant Cashier, Assistant Secretary, or Assistant Trust Officer of the Bank or the Canada Branch (the "Canadian Authorized Officers") shall have the sole authority to affix and attest the seal of the Bank with respect to agreements, instruments, or other documents executed on behalf of the Canada Branch;

RESOLVED FURTHER, that the Canadian Authorized Officers are and each of them is hereby authorized and empowered in the name and on behalf of the Canada Branch to execute, acknowledge and deliver any and all agreements, instruments, or other documents relating to the property or rights of all kinds held or owned by the Canada Branch or to the operation of the Canada Branch, either for its own account or in any agency or fiduciary capacity. Notwithstanding the foregoing, any and all agreements of sale, contracts, deeds and other documentation pertaining to the purchase, sale or transfer of real estate or buildings occupied by the Canada Branch in the transaction of its business shall be executed in accordance with the terms of resolutions adopted from time to time in connection therewith and specifically designating the officer or officers authorized to execute the same;

RESOLVED FURTHER, that any Canadian Authorized Officer is hereby authorized and empowered:

- (a) To sign or countersign checks, drafts, acceptances, guarantees of signatures on assignments of securities, certificates of securities of entities for whom the Canada Branch is acting as registrar or transfer agent or in a fiduciary or representative capacity, correspondence or other papers or documents not ordinarily requiring execution under seal; and
- (b) To receive any sums of money or property due or owing to the Canada Branch in its own right, as an agent for another party, or in any fiduciary or representative capacity;

RESOLVED FURTHER, that the Principal Officer of the Canada Branch and the Chief Operating Officer of the Canada Branch or either of them, is authorized to name, constitute

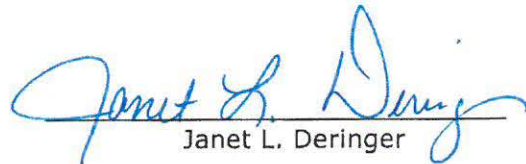
and appoint such person or persons as they or any of them deem necessary as attorney-in-fact for the Canada Branch, to execute documents for and in its name and stead, and to perform all other acts, deeds and things as may be required to effect the particular transactions for which the appointment is made; and

RESOLVED FURTHER, that the Canadian Authorized Officers shall be the only employees or officers of the Canada Branch who are permitted to execute agreements, instruments, or other documents on behalf of the Canada Branch, consistent with the foregoing resolutions.

RESOLVED FURTHER, that all actions heretofore taken by any of the officers, representatives or agents of the Bank, by or on behalf of the Bank or any of its affiliates in connection with the foregoing resolutions be, and each of the same is, ratified and approved.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and affixed the seal of the Bank this 22nd day of May, 2019.




Janet L. Deringer

Customer:
Date of data:

State of West Virginia



Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	<u>0</u>
Coll Balance Rqrd to Offset Anlyzd Fees	
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
10000	ACCOUNT MAINTENANCE	0	20.0000	0.00	0.00
100200	REGULAR DEPOSIT TICKET	0	2.7500	0.00	0.00
100220	* DEPOSIT ITEMS-ON US(N)	0	0.1200	0.00	0.00
100200	* DEPOSITED ITEMS-TRANSIT	0	0.1800	0.00	0.00
150100	* PAID ITEMS	0	0.2000	0.00	0.00
10000	CORP ACCT CHK/W INTEREST MTC FEE	0	50.0000	0.00	0.00
100015	ATM CASH DEPOSITED (\$10 UNITS)	0	0.0500	0.00	0.00
109999	ATM-DEPOSIT TRANSACTION	0	0.7500	0.00	0.00
0103ZZ	* PRINT IMAGE STATEMENT-MAINTENANCE	0	15.0000	0.00	0.00
159999	PRINT IMAGE STATEMENT-PER CHECK	0	0.1000	0.00	0.00
100420	DEP ITEMS RETURNED: FAX COPIES	0	0.0500	0.00	0.00
100440	DEP ITEMS RETURNED:MAKER PROVIDED	0	0.3000	0.00	0.00
100440	DEP ITEMS RETURNED:STORE # PROVIDED	0	0.3000	0.00	0.00
109999	RETURN CLIENT SERVICE INQUIRY	0	20.0000	0.00	0.00
100400	RETURNS	0	12.5000	0.00	0.00
100402	RECLEARS	0	7.5000	0.00	0.00
100404	DEP ITEMS RETURNED:CHECK BUYBACK	0	6.0000	0.00	0.00
150420	STOP PAYMENT	0	45.0000	0.00	0.00
102004	DEP ITEMS RETURNED:PHOTOCOPY	0	5.0000	0.00	0.00
100401	REDIRECTED RETURNS	0	6.0000	0.00	0.00
100420	DEP ITEMS RETURNED:TELEPHONE CALL	0	15.0000	0.00	0.00
100420	DEP ITEMS RETURNED:EXTRA ADVICE	0	4.0000	0.00	0.00
10320	STATEMENTS:ADDITIONAL COPIES	0	15.0000	0.00	0.00
103200	STATEMENTS:SNAPSHOTS	0	15.0000	0.00	0.00
103200	STATEMENTS:ADDITIONAL CUTOFF	0	15.0000	0.00	0.00
19999	DEPOSIT ACCOUNT CONTROL AGREEMENT	0	100.0000	0.00	0.00
19999	BLOCKED CHECKS	0	15.0000	0.00	0.00
19999	SPRING ACCOUNT	0	25.0000	0.00	0.00
999999	RETURNED CASHED CHECK CHARGE	0	15.0000	0.00	0.00
100500	DEPOSIT ADJUSTMENT FEE	0	15.0000	0.00	0.00
109999	BANK RECON-FED SETTLEMENT	0	1.0000	0.00	0.00
109999	CHECK REPLACEMENT MAINTENANCE	0	10.0000	0.00	0.00
109999	CHECK REPLACEMENT DOCUMENT	0	1.5000	0.00	0.00
100416	RCMS BATCH PRINT MTHLY MAINTENANCE	0	100.0000	0.00	0.00
100416	RETURN CHECK MANAGEMENT MONTHLY FEE	0	100.0000	0.00	0.00
100411	BULK IMAGE FILE	0	20.0000	0.00	0.00
100411	RETURN INDEX FEE	0	7.0000	0.00	0.00
100440	RETURN ITEM ALTERNATE ACCT/ADDRESS	0	0.2500	0.00	0.00
19999	ESC & SUB ACCT NON WEB FEE	0	35.0000	0.00	0.00
151342	STATEMENT PHOTOCOPY	0	10.0000	0.00	0.00
151342	STATEMENT PHOTOCOPY VIA VRU	0	10.0000	0.00	0.00
151342	STATEMENT RECONSTRUCTION	0	15.0000	0.00	0.00
151342	STATEMENT RECONSTRUCT NUMBER/CHECKS	0	3.0000	0.00	0.00
151342	CHECK WITHOUT SAFEKEEPING PHOTOCOPY	0	16.0000	0.00	0.00
151342	MAIL/FAX CHECK WITHOUT SAFEKEEPING	0	10.0000	0.00	0.00
151342	MAIL/FAX CHECK WITH SAFEKEEPING	0	5.0000	0.00	0.00
109999	DUAL STATEMENT DELIVERY	0	10.0000	0.00	0.00
	010 - Demand Deposit Total				0.00
10200	* REMOTE DEPOSIT CAPTURE-TICKETS	0	0.9000	0.00	0.00
109999	DEPOSIT ON SITE MOBILE MAINTENANCE	0	10.0000	0.00	0.00
100218	* REMOTE DEPOSIT CHECK IMAGES	0	0.1400	0.00	0.00
109999	DEPOSIT ON-SITE MONTHLY FEE	0	50.0000	0.00	0.00

Customer:
Date of data:

State of West Virginia



Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
109999	DEPOSIT NOW MULTI-FEED SCANNER	0	50.0000	0.00	0.00
109999	DEPOSIT NOW SINGLE FEED SCANNER	0	40.0000	0.00	0.00
109999	IMAGE CASH LETTR IMPLEMENTATION FEE	0	600.0000	0.00	0.00
109999	* IMAGE DEPOSIT	0	0.9000	0.00	0.00
109999	IMAGE DEPOSIT-ON US ITEMS	0	0.0300	0.00	0.00
109999	IMAGE DEPOSIT - OTHER ITEMS	0	0.0900	0.00	0.00
109999	DOS REMITTANCE MONTHLY FEE	0	50.0000	0.00	0.00
109999	DOS REMITTANCE CAPTURE ITEM	0	0.0600	0.00	0.00
109999	IMAGE EXPORT IMPLEMENTATION FEE	0	200.0000	0.00	0.00
109999	DOS IMAGE EXPORT MONTHLY FEE	0	50.0000	0.00	0.00
109999	DOS IMAGE EXPORT PER ITEM FEE	0	0.0300	0.00	0.00
	011 - Remote Deposit Total				0.00
150340	OVERDRAFT HANDLING	0	50.0000	0.00	0.00
	015 - Overdraft Total				0.00
201110	CURRENCY DEPOSITED/\$100	0	0.0950	0.00	0.00
100112	NON FED STANDARD CON BAG DEPOSITED	0	4.8000	0.00	0.00
100113	FED STANDARD COIN BAG DEPOSITED	0	2.6000	0.00	0.00
100110	COIN DEPOSIT-BAG OF ROLLED COIN	0	10.0000	0.00	0.00
100055	CLS DEPOSIT ADJUSTMENT	0	8.7500	0.00	0.00
100102	3RD PARTY SAFE DAILY CREDITS/\$100	0	0.1600	0.00	0.00
100140	COIN ORDER-FED STANDARD BAG	0	6.2500	0.00	0.00
100141	CURRENCY ORDERS-FED STANDARD STRAP	0	0.2800	0.00	0.00
100140	CURRENCY ORDER-NON FED STD STRAP	0	1.8000	0.00	0.00
100999	CLS-NON-STD CURRENCY ORDER	0	20.0000	0.00	0.00
100105	ENVELOPE PROCESSING	0	1.1500	0.00	0.00
100100	CASH DEPOSIT TICKET	0	1.3500	0.00	0.00
100103	NON IMAGED CHECK DEPOSIT TICKET	0	4.0000	0.00	0.00
100118	NON IMAGED MIXED DEPOSIT TICKET	0	3.5000	0.00	0.00
100100	FIG CASH DEPOSIT TICKET	0	3.1500	0.00	0.00
100114	# OF NOTES/BILLS PROCESSED	0	0.0120	0.00	0.00
100115	# OF FED STANDARD STRAPS DEPOSITED	0	0.1800	0.00	0.00
100141	CLS-STANDARD CURRENCY ORDER	0	4.0000	0.00	0.00
100141	FIG CURRENCY ORDER	0	4.5000	0.00	0.00
100144	ROLLED COIN ORDERED	0	0.0830	0.00	0.00
109999	RSS BASE MODEL 1-ONCE/WEEK	0	450.0000	0.00	0.00
109999	RSS BASE MODEL 1-TWICE WEEK	0	585.0000	0.00	0.00
109999	CLS EMAILED RECEIPTS	0	0.1700	0.00	0.00
109999	RSS-RURAL SITE SURCHARGE-ONCE/WK	0	55.0000	0.00	0.00
109999	RSS-RURAL SITE SURCHARGE-TWICE/WK	0	110.0000	0.00	0.00
109999	RSS-EXTENDED SITE SURCHARGE-ONCE/WK	0	85.0000	0.00	0.00
109999	RSS-EXTENDED SITE SURCHARGE-TWO/WK	0	170.0000	0.00	0.00
109999	RSS SHIPPING & INSTALLATION	0	700.0000	0.00	0.00
109999	CLS NIGHT BAG TRANSFER DEPOSIT	0	2.7500	0.00	0.00
109999	CLS MIXED DEPOSIT TICKET SURCHARGE	0	4.0000	0.00	0.00
109999	CLS CHECK DEPOSIT TICKET SURCHARGE	0	5.0000	0.00	0.00
109999	ENVELOPE DETAILED RECEIPT	0	5.0000	0.00	0.00
109999	RSS UNSCHEDULED PICK UPS	0	175.0000	0.00	0.00
109999	RSS-GALILEO 2 DR ONCE/WK	0	485.0000	0.00	0.00
109999	RSS GALILEO 2 DR TWICE/WK	0	610.0000	0.00	0.00
109999	RSS UPGRADE MODEL 3 ONCE/WK	0	495.0000	0.00	0.00
109999	RSS UPGRADE MODEL 3 TWICE/WK	0	625.0000	0.00	0.00
109999	RSS UPGRADE MODEL 4 TWICE/WK	0	1,310.0000	0.00	0.00

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Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
109999	RSS GALILEO SCXL-ONCE/WK	0	545.0000	0.00	0.00
109999	RSS GALILEO SCXL-TWICE/WK	0	700.0000	0.00	0.00
109999	RSS CELLULAR WIRELESS CONNECTION	0	45.0000	0.00	0.00
109999	RSS MULTI-NOTE FEEDER (TRAY)	0	40.0000	0.00	0.00
109999	RSS BASE MODEL-THREE TIMES/WK	0	800.0000	0.00	0.00
109999	RSS GALILEO-2-DR-3X/WK SRV	0	780.0000	0.00	0.00
109999	RSS-LOW CAPACITY MODEL ONCE/WK	0	450.0000	0.00	0.00
109999	RSS GALILEO SCXL 3X/WK SRV	0	870.0000	0.00	0.00
109999	RSS-SENTINEL (STD) ONCE/WK	0	554.0000	0.00	0.00
109999	RSS-SENTINEL (STD) TWICE/WK	0	684.0000	0.00	0.00
109999	RSS-SENTINEL (STD) 3X/WK/SRV	0	824.0000	0.00	0.00
109999	RSS-SENTINEL XL-ONCE WK	0	649.0000	0.00	0.00
109999	RSS-SENTINEL XL-TWICE WK	0	804.0000	0.00	0.00
109999	RSS SENTINEL XL-3X/WK/SRV	0	954.0000	0.00	0.00
109999	RSS-BANKING HOLIDAY SAFE SERVICE	0	100.0000	0.00	0.00
109999	RSS CURRENCY/COIN TUBE VENDING EQUI	0	82.0000	0.00	0.00
109999	RSS TUBE VENDING EQUIP-SHIPPING INS	0	160.0000	0.00	0.00
109999	RSS RURAL SITE SURCHARGE 3X/WK/SRV	0	165.0000	0.00	0.00
109999	RSS EXTENDED RT SURCHARGE-3X/WK	0	255.0000	0.00	0.00
109999	CLS-CLIP ACCESS	0	12.0000	0.00	0.00
109999	CLS DEPOSITE TRACKING SERVICE (DTS)	0	11.0000	0.00	0.00
109999	RSS SERIES 3 SAFE EOW	0	395.0000	0.00	0.00
109999	RSS SENTINEL XL W/SIDE CAR-2X/WK	0	995.0000	0.00	0.00
109999	RSS SENTINEL XL W/SIDE CAR 3S/WK	0	1,180.0000	0.00	0.00
109999	RSS ENTINEL XL W/SIDE CAR 4S/WK	0	1,370.0000	0.00	0.00
	030 - Cash Logistic Services Total				0.00
100048	CURRENCY FURNISHED (\$10 UNITS<50K)	0	0.3500	0.00	0.00
150512	CASHIERS CHECKS	0	30.0000	0.00	0.00
100044	COIN FURNISHED (ROLLS)	0	0.5000	0.00	0.00
209999	ON-US CHECKS CASHED	0	12.5000	0.00	0.00
209999	NON-PNC CHECKS CASHED	0	15.0000	0.00	0.00
100005	NIGHT DROP BAG DEPOSIT	0	3.5000	0.00	0.00
100015	CASH VERIFICATION OTC-10.00 UNITS	0	0.0400	0.00	0.00
100015	CASH VERIFICATION QUICK-10.00 UNITS	0	0.0350	0.00	0.00
100015	CASH VERIFICATION/NIGHT DROP-10.00	0	0.0200	0.00	0.00
	040 - Branch Services Total				0.00
209999	CDA/STOP ONLY	0	25.0000	0.00	0.00
200020	PARTIAL RECON MONTHLY MAINTENANCE	0	50.0000	0.00	0.00
202001	* PARTIAL RECONCILEMENT ITEM	0	0.0650	30.00	0.00
200030	RANGE PLAN MAINTENANCE	0	60.0000	0.00	0.00
200130	* RANGE PLAN RECONCILED ITEMS	0	0.0760	30.00	0.00
200010	FULL RECON MONTHLY MAINTENANCE	0	70.0000	0.00	0.00
200110	* FULL RECONCILEMENT ITEM	0	0.0760	30.00	0.00
200201	INPUT/TRANSMISSION ITEMS	0	0.0200	20.00	0.00
209999	REJECTED INPUT FILE	0	60.0000	0.00	0.00
209999	OUTPUT TRANSMISSION/ITEM	0	0.0200	20.00	0.00
209999	CLEAN DAILY PAID	0	0.0200	0.00	0.00
150320	ARP/POSITIVE PAY RETURNS	0	7.0000	0.00	0.00
200210	ISSUES MANUAL ENTRY	0	4.0000	0.00	0.00
200211	CANCELS-MANUAL ENTRY	0	4.0000	0.00	0.00
150420	MANUAL STOP PAYMENTS	0	45.0000	0.00	0.00
150420	MANUAL STOP REMOVALS	0	45.0000	0.00	0.00

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Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
150423	MANUAL STOP PAYMENT-CHECK RANGE	0	25.0000	0.00	0.00
150230	STALE DATE STOP PAYMENTS	0	5.5000	0.00	0.00
151342	MANUAL DOCUMENT PHOTOCOPY	0	16.5000	0.00	0.00
150240	MAXIMUM DOLLAR SERVICE	0	0.7000	0.00	0.00
150230	STALE DATE SERVICE	0	0.7000	0.00	0.00
200401	ADDITIONAL LOCATION MAILING	0	16.5000	0.00	0.00
209999	ADDITIONAL REPORTING SEQUENCE	0	10.0000	0.00	0.00
209999	PRIORITY PROCESSING	0	55.0000	0.00	0.00
209999	SPECIAL RECONCILEMENTS/STATEMENTS	0	40.0000	0.00	0.00
209999	SPECIAL DELIVERY	0	1.0000	0.00	0.00
200320	DAILY LIST POST	0	50.0000	0.00	0.00
200410	TRANSMISSION IMPLEMENTATION FEE	0	400.0000	0.00	0.00
200310	ARP HARD COPY RECONCILEMENT REPORT	0	20.0000	0.00	0.00
209999	IMAGE MAINTENANCE	0	35.0000	0.00	0.00
209999	ARP IMAGE ITEMS	0	0.0450	0.00	0.00
209999	IMAGE OUTPUT CD	0	35.0000	0.00	0.00
999999	IMAGE OUTPUT TRANSMISSION	0	400.0000	0.00	0.00
209999	ADDITIONAL CD COPIES	0	30.0000	0.00	0.00
209999	STOP PAY CONFIRM TRANSMISSION	0	0.0055	0.00	0.00
200000	TELLER POSITIVE PAY MAINTENANCE	0	11.0000	0.00	0.00
200000	POSITIVE PAY MONTHLY MAINTENANCE	0	11.0000	0.00	0.00
150320	PINACLE REV POSPAY RETURN ITEMS	0	7.0000	0.00	0.00
150320	PINACLE REV POSPAY RETURN ITEM FILE	0	3.0000	0.00	0.00
209999	PAYEE REVIEW MAINTENANCE	0	16.0000	0.00	0.00
209999	PAYEE REVIEW ITEMS	0	0.0200	0.00	0.00
999999	PINACLE POSPAY EXCEPTIONS LOADED	0	0.2500	0.00	0.00
999999	PINACLE ISSUE FILE IMPORT	0	3.2000	0.00	0.00
999999	PINACLE STOPS AND CANCELS	0	16.0000	0.00	0.00
999999	PINACLE CHECK INQUIRY	0	0.7000	0.00	0.00
999999	PINACLE POSPAY-PAY WITH ISSUE	0	1.1000	0.00	0.00
999999	PINACLE ISSUE ADD/CANCEL	0	0.5500	0.00	0.00
999999	PINACLE ISSUE FILE IMPORT ITEM	0	0.0200	10.00	0.00
209999	PINACLE POSITIVE PAY-RETURN	0	7.0000	0.00	0.00
209999	PINACLE IMAGE VIEWED	0	1.1500	0.00	0.00
150400	PINACLE CHECK INQUIRIES RANGE	0	0.6300	0.00	0.00
150410	PINACLE STOP PAYMENTS-RANGE	0	14.0000	0.00	0.00
150410	PINACLE IMPORTED STOP PMT FILE	0	5.2500	0.00	0.00
150410	PINACLE IMPORTED STOP PAYMENT	0	11.0000	0.00	0.00
150000	POINT OF SALE POSITIVE PAY MAINT	0	20.0000	0.00	0.00
	070 - Account Reconciliation Total				0.00
150000	CONTROLLED DISBURSEMENT MAINTENANCE	0	100.0000	0.00	0.00
150110	* CONTROLLED DISBURSEMENT ITEMS	0	0.0850	30.00	0.00
200000	INTRADAY FUNDING ITEM	0	1.0000	0.00	0.00
	080 - Controlled Disbursements Total				0.00
100610	DEPOSIT RECONCILEMENT MAINTENANCE	0	60.0000	0.00	0.00
100600	DEPOSIT RECONCILEMENT ITEMS	0	0.1000	0.00	0.00
	090 - Deposit Recon Total				0.00
10020	PARENT ACCOUNT	-	50.0000	0.00	0.00
19999	2ND LEVEL PARENT ACCOUNT	0	25.0000	0.00	0.00
10112	ZERO BALANCE TRANSACTIONS	0	1.0000	0.00	0.00
10020	ZERO BALANCE ACCOUNTS	0	10.0000	0.00	0.00
999999	DRIVER PROCESSING TRANSACTIONS	0	1.0000	0.00	0.00

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Customer Presentation

Average Ledger Balance	-
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Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
100 - Zero Balance Accounts Total					
250000	ACH MONTHLY MAINTENANCE FEE	0	20.0000	0.00	0.00
251060	ACH MANUAL RECALLS	0	45.0000	0.00	0.00
250101	* ACH CREDIT ORIGINATED	0	0.1500	0.00	0.00
250100	* ACH DEBIT ORIGINATED	0	0.1500	0.00	0.00
251010	ACH EXTENSIVE RESEARCH	0	45.0000	0.00	0.00
250107	PAYROLL CREDITS ORIGINATED	0	0.1000	0.00	0.00
250630	REJECTED ITEMS	0	5.0000	0.00	0.00
251070	NOC VIA ELECTRONIC DELIVERY	0	0.7000	0.00	0.00
259999	NOTIFI OF CHANGE-VIA PAPER REPORT	0	5.0000	0.00	0.00
250310	REDEPOSITED ITEMS-HARDCOPY	0	0.2000	0.00	0.00
251000	SCHEDULE DELIVERY CHECKING FEE	0	20.0000	0.00	0.00
251000	SCHEDULE DELIVERY CHECKING ERROR	0	15.0000	0.00	0.00
250310	REDEPOSITED ITEM	0	0.2500	0.00	0.00
250107	IAT CREDIT ORIGINATED	0	0.1500	0.00	0.00
250100	IAT DEBIT ORIGINATED	0	0.1500	0.00	0.00
250505	PINACLE ACH FILE PROCESSED	0	5.5000	0.00	0.00
250102	* PINACLE ACH DEBIT/CREDIT ORIGINATED	0	0.1500	0.00	0.00
250310	REDEPOSITED ITEMS-PINACLE	0	0.2000	0.00	0.00
251000	PIN ACH ORIG IMPL FEE (N)	0	250.0000	0.00	0.00
251000	SERVICE BUREAU IMPLEMENTATION	0	50.0000	0.00	0.00
250200	DEBITS RECEIVED	0	0.1700	0.00	0.00
250201	CREDITS RECEIVED	0	0.1700	0.00	0.00
251000	ACH CR EXP IMPLEMENTATION FEE	0	50.0000	0.00	0.00
259999	PREFUND-LATE FUNDING SURCHARGE	0	60.0000	0.00	0.00
250501	PREFUND ACH FILE INPUT	0	50.0000	0.00	0.00
250501	TRANSMISSION INPUT FILES	0	20.0000	0.00	0.00
251000	IMPLEMENTATION FEE-TRANSMISSION	0	300.0000	0.00	0.00
250100	RCK-DEBITS ORIGINATED	0	0.1500	0.00	0.00
250100	ARC-DEBITS ORIGINATED	0	0.1400	0.00	0.00
251052	ACH DEBIT/CREDIT BLOCK	0	12.0000	0.00	0.00
250610	DELETIONS/REVERSALS/CHANGES	0	20.0000	0.00	0.00
251070	ACH NOC ITEM	0	1.0000	0.00	0.00
250302	RETURN ITEM-VIA PINACLE	0	1.2000	0.00	0.00
250302	UNAUTHORIZED ACH RETURN ITEM	0	4.5000	0.00	0.00
251040	SERVICE BUREAU FILES	0	20.0000	0.00	0.00
250711	TM ACH COPY SERVICE CHARGE	0	20.0000	0.00	0.00
250711	TM ACH CLIENT SERVICE ADVICE INQUIR	0	20.0000	0.00	0.00
250302	RETURN ITEM-VIA PAPER RECEIPT	0	6.0000	0.00	0.00
250711	TAX EXPRESS QUARTERLY REPORT	0	6.0000	0.00	0.00
25010B	TAX EXPRESS FEDERAL PAYMENT	0	5.5000	0.00	0.00
25010B	TAX EXPRESS STATE PAYMENT	0	5.5000	0.00	0.00
259999	TAX EXPRESS MAILED RECEIPT	0	3.0000	0.00	0.00
259999	TAX EXPRESS FAX RECEIPT	0	5.0000	0.00	0.00
260000	WCC-MONTHLY MAINTENANCE	0	45.0000	0.00	0.00
269999	WCC-ADDL DATA FIELD ENTRY	0	0.1200	0.00	0.00
269999	WCC-INACTIVE LOCATION STORAGE	0	5.0000	0.00	0.00
260500	WCC-NEW OR CHG LOCATION	0	3.5000	0.00	0.00
260310	WCC-OPERATOR ASSISTED ENTRY	0	1.2500	0.00	0.00
260400	WCC-PER REPORT ACCESS OR DOWNLOAD	0	2.5000	0.00	0.00
269999	WCC-TOUCH-TONE PHONE ENTRY	0	0.7500	0.00	0.00
269999	WCC-WEB ENTRY	0	0.6000	0.00	0.00

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Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
269999	WCC-REPORT-PER FIELD	0	0.1000	0.00	0.00
269999	WCC-WEB DELETE	0	1.5000	0.00	0.00
269999	WCC-TOUCH-TONE DELETES	0	2.0000	0.00	0.00
250510	MANUAL CONTROL TOTALS	0	25.0000	0.00	0.00
250660	ACH FILE PROC SURCHARGE-FORMAT ERRO	0	65.0000	0.00	0.00
250201	ACH RECEIVED ALLOTMENT ITEMS	0	0.3000	0.00	0.00
250720	ACH RECEIVED ENTRIES FILE SERVICE	0	160.0000	0.00	0.00
251056	ACH FRAUD PROTECTION IMPLEMENTATION	0	50.0000	0.00	0.00
251050	ACH POSITIVE PAY MONTHLY SERVICE	0	15.0000	0.00	0.00
251052	ACH DEBIT BLOCK MONTHLY SERVICE	0	7.5000	0.00	0.00
250312	ACH FRAUD PROTECTION RETURNS	0	5.0000	0.00	0.00
251051	ACH POSITIVE PAY MANUAL RULES	0	15.0000	0.00	0.00
251054	ACH POSITIVE PAY MANUAL DECISION	0	15.0000	0.00	0.00
600221	INTERNATIONAL LOW VOLUME PAYMENT	0	5.0000	0.00	0.00
250312	ACH FRAUD PROTECTION RETURNS	0	5.0000	0.00	0.00
609999	INTERNATIONAL LOW VALUE PYMT RETURN	0	7.5000	0.00	0.00
251000	OUTBOUND RETURN TRANSMISSION	0	160.0000	0.00	0.00
251000	DETAILED CONFIRMATION FILE	0	160.0000	0.00	0.00
259999	UPIC MONTHLY MAINTENANCE	0	6.0000	0.00	0.00
250312	ACH POSITIVE PAY/CR AUTH-RETURNS	0	5.0000	0.00	0.00
251050	ACH POSITIVE PAY/CR AUTH-ACCOUNTS	0	12.0000	0.00	0.00
259999	UPIC IMPLEMENTATION	0	50.0000	0.00	0.00
259999	ACH RETURNS FILE IMPL (STND)	0	300.0000	0.00	0.00
259999	ACH CONTROL TOTAL FILE IMPL	0	300.0000	0.00	0.00
259999	MASTERCARD RPS ELBX ADVAN FILE IMPL	0	300.0000	0.00	0.00
259999	DETAILED CONFIRMATION FILE IMPLEMEN	0	300.0000	0.00	0.00
259999	ACH FILE ACK OUTBOUND TRANS IMPL	0	300.0000	0.00	0.00
999999	SAME DAY ACH ENTRIES	0	0.8500	0.00	0.00
	110 - ACH Total				0.00
35010Z	BATCHWIRE FED OUT	0	8.2500	0.00	0.00
35012Z	BATCHWIRE BOOK OUT	0	5.0000	0.00	0.00
359999	VOICE:INTL SAME CURRENCY WIRE	0	65.0000	0.00	0.00
350222	VOICE-BOOK TRANSFER	0	27.0000	0.00	0.00
359999	VOICE:INTL SAME CURRENCY WIRE	0	65.0000	0.00	0.00
350510	STO INTL SAME CURRENCY WIRE	0	23.0000	0.00	0.00
350103	OUTGOING FEDWIRE VIA SWIFT MSG	0	15.0000	0.00	0.00
350560	WIRE TRANSFER INVESTIGATION>100 DAY	0	35.0000	0.00	0.00
350550	REPEAT CODE/ TEMPLATE MAINTENANCE	0	3.0000	0.00	0.00
350551	REPEAT CODE/ TEMPLATE STORAGE	0	2.3000	0.00	0.00
359999	BATCHWIRE-INTL USD OUT	0	25.0000	0.00	0.00
350500	IN BANK/ASSISTED NONREP DOM WIRE	0	82.0000	0.00	0.00
350500	IN BANK/ASSISTED BOOK TRANSFER	0	67.0000	0.00	0.00
350500	IN BANK/ASSISTED INTL USD NONREP	0	120.0000	0.00	0.00
350500	BRANCH INITIATED FED TAX PAYMENT	0	82.0000	0.00	0.00
600222	IN BANK/ASSISTED FX WIRE	0	110.0000	0.00	0.00
600222	VOICE INT'L CROSS CURRENCY WIRE	0	47.0000	0.00	0.00
600222	VOICE INT'L CROSS CURRENCY WIRE	0	47.0000	0.00	0.00
350202	VOICE FEDERAL TAX PAYMENT	0	36.0000	0.00	0.00
359999	STO BOOK TRANSFER	0	5.0000	0.00	0.00
600221	BATCHWIRE-INTL F/X OUT	0	13.0000	0.00	0.00
350510	STO DOMESTIC WIRE TRANSFER	0	10.5000	0.00	0.00
350109	PINACLE BOOK TRANSFER	0	2.5000	0.00	0.00

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Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
350109	PINACLE DOMESTIC WIRE TRANSFER	0	7.5000	0.00	0.00
350109	PINACLE INTL SAME CURRENCY WIRE	0	25.0000	0.00	0.00
600221	PINACLE INTL CROSS CURRENCY WIRE	0	13.0000	0.00	0.00
350551	PINACLE TEMPLATE STORAGE	0	0.6500	0.00	0.00
350129	FILE INITIATED BOOK TRANSFER	0	5.0000	0.00	0.00
350109	FILE INITIATED DOMESTIC TRANSFER	0	9.0000	0.00	0.00
359999	FILE INITATED INTL USD TRANSFER	0	25.0000	0.00	0.00
600221	FILE INITIATED INTL FX TRANSFER	0	13.0000	0.00	0.00
359999	STO BOOK TRANSFER	0	5.0000	0.00	0.00
350510	STO DOMESTIC WIRE TRANSFER	0	11.0000	0.00	0.00
350510	STO-INTL SAME CURRENCY WIRE	0	23.0000	0.00	0.00
350320	STO-INTL CROSS CURRENCY WIRE	0	13.0000	0.00	0.00
350300	INCOMING WIRE TRANSFER	0	8.5000	0.00	0.00
359999	INCOMING INTL WIRE TRANSFER	0	20.0000	0.00	0.00
350525	DRAWDOWN REQUEST INITIATED	0	12.0000	0.00	0.00
350521	RECEIVED EXECUTED DRAWDOWN WIRE	0	30.0000	0.00	0.00
350320	BOOK TRANSFER RECEIVED	0	5.0000	0.00	0.00
350222	VOICE BOOK TRANSFER	0	30.0000	0.00	0.00
350222	VOICE DOMESTIC WIRE	0	35.0000	0.00	0.00
359999	VOICE INTL SAME CURRENCY WIRE	0	65.0000	0.00	0.00
600222	VOICE INTL CROSS CURRENCY WIRE	0	50.0000	0.00	0.00
350660	USER CREDENTIAL/PIN MAINTENANCE	0	6.0000	0.00	0.00
350500	BRANCH INITIATED BOOK TRANSFER	0	70.0000	0.00	0.00
350500	BRANCH INITIATED DOMESTIC WIRE	0	85.0000	0.00	0.00
350500	BRANCH INITIATED INTL SAME CCY WIRE	0	120.0000	0.00	0.00
600222	BRANCH- INTL CROSS CCY WIRE	0	110.0000	0.00	0.00
350103	SWIFT-INITIATED WIRE TRANSFER	0	15.0000	0.00	0.00
350402	ELECTRONIC ADVICE	0	3.2500	0.00	0.00
350412	MAIL ADVICE	0	10.0000	0.00	0.00
359999	WIRE TRANSFER IMPLEMENTATION	0	55.0000	0.00	0.00
350660	WIRE PAYMENT INVESTIGATION	0	35.0000	0.00	0.00
350541	WIRE TRANSFER REPAIR	0	16.0000	0.00	0.00
350580	CLIENT SERVICE ADVICE INQUIRY	0	20.0000	0.00	0.00
350550	REPEAT CODE/TEMPLATE MAINTENANCE	0	3.0000	0.00	0.00
350551	REPEAT CODE/TEMPLATE STORAGE	0	2.5000	0.00	0.00
350580	COPY SERVICE CHARGE	0	20.0000	0.00	0.00
999999	RTP RECEIVE CREDIT	0	0.5000	0.00	0.00
999999	RTP CREDIT ORIGINATION	0	1.3000	0.00	0.00
350109	PINACLE INTL SAME CURRENCY WIRE	0	25.0000	0.00	0.00
600221	PINACLE INTL CROSS CURRENCY WIRE	0	13.0000	0.00	0.00
359999	PINACLE FUNDS TRANSFER SPECIAL REPT	0	35.0000	0.00	0.00
350551	PINACLE FUNDS TRANSFER TEMPLATE STO	0	0.6000	0.00	0.00
350660	USER CREDENTIAL/PIN MAINTENANCE	0	6.0000	0.00	0.00
359999	WIRE TXSFR SECURITY-OVERNIGHT MAIL	0	17.0000	0.00	0.00
	120 - Wire Transfer Total				0.00
400222	* PREVIOUS DAY ACCOUNT	0	20.0000	0.00	0.00
400225	* CURRENT DAY ACCOUNT	0	20.0000	0.00	0.00
400245	CURRENT DAY FAX	0	50.0000	0.00	0.00
400100	INCOMING DX ACCT-HIGH SPEED	0	45.0000	0.00	0.00
400121	OUTGOING DX ACCOUNT	0	125.0000	0.00	0.00
400121	OUTGOING DX DETAIL	0	0.1700	0.00	0.00
400242	FAX ADDITIONAL ACCOUNTS	0	20.0000	0.00	0.00

Customer:
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Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
400110	PINACLE TRANSMISSION MONTHLY FEE	0	185.0000	0.00	0.00
409999	TRANSMISSION IMPLEMENTATION FEE	0	500.0000	0.00	0.00
400120	INCOMING DX DETAIL	0	0.2800	0.00	0.00
409999	* PREV DAY DETAIL BAI-2 YEAR STORAGE	0	0.1700	0.00	0.00
409999	PINACLE TOKENS (PHYSICAL)	0	50.0000	0.00	0.00
409999	* CURRENT DAY DETAIL BAI	0	0.1800	0.00	0.00
409999	OPERATOR ASSISTED ACCOUNT TRANSFER	0	34.0000	0.00	0.00
40027Z	PINACLE INFO REPORTING MONTHLY	0	100.0000	0.00	0.00
400271	* PINACLE-PREV DAY TRANS- 2 YEAR	0	0.1700	0.00	0.00
400274	* PINACLE-CURRENT DAY TRANSACTION	0	0.1800	0.00	0.00
409999	PIN EVENT NOTIF-SMS(TEXT)SG	0	0.1000	0.00	0.00
409999	PINACLE EMAILED STATEMENTS	0	0.2500	0.00	0.00
409999	PINACLE EMAILED REPORTS	0	0.2500	0.00	0.00
409999	PINACLE ELOCKBOX REPORT	0	20.0000	0.00	0.00
409999	PINACLE OUTSTANDING CHECK REPORT	0	20.0000	0.00	0.00
999999	PINACLE ACH SPECIAL REPORT	0	3.0000	0.00	0.00
409999	PINACLE REPO SWEEP SPECIAL REPORTS	0	3.0000	0.00	0.00
999999	PINACLE EDI SPECIAL REPORT	0	3.0000	0.00	0.00
999999	PINACLE MMS SPECIAL REPORT	0	3.0000	0.00	0.00
999999	PINACLE CUST ACCT SUMMARY REPORT	0	3.0000	0.00	0.00
999999	PINACLE ACCOUNT TRANSFER	0	2.0000	0.00	0.00
999999	PINACLE ACCOUNT TRANSFER-REJECT	0	3.0000	0.00	0.00
999999	PINACLE SET-UP FEE	0	400.0000	0.00	0.00
409999	PINACLE INFORMATION REPORTING IMAGE	0	1.1500	0.00	0.00
409999	PINACLE SPECIAL REPORTS IMAGE	0	1.1500	0.00	0.00
409999	PINACLE DDA STATEMENT IMAGE	0	1.1500	0.00	0.00
409999	PINACLE EVENT NOTIFICATION	0	0.1000	0.00	0.00
409999	PIN EXP EVENT NOTIF-SMS(TEXT)MSG	0	0.1000	0.00	0.00
409999	PINACLE ADMINISTRATIVE ADVANTAGE	0	50.0000	0.00	0.00
409999	TRANSMISSION-CUSTOMIZATION/RESEND	0	100.0000	0.00	0.00
409999	PINACLE MODULE FEES	0	15.0000	0.00	0.00
	130 - PINACLE Total				0.00
309999	CLIENT SERVICE-MANUAL REMIT PER ACH	0	25.0000	0.00	0.00
300330	OUT XMIT-LOCKBOX MERGE/FILE	0	3.0000	35.00	0.00
300300	E COMMERCE IMP FEE	0	125.0000	0.00	0.00
250202	ELECTRONIC PAYMENTS RECEIVED	0	0.1000	0.00	0.00
409999	REMITTANCE REPORT-WEB	0	3.0000	0.00	0.00
309999	REMITTANCE REPORT-PDF	0	3.0000	0.00	0.00
300330	EDI PER INVOICE FEE	0	0.1000	50.00	0.00
300330	RECEIVE UP/DOWNWARD TRANSLATION	0	0.3700	0.00	0.00
309999	REPORT-FIRST CLASS	0	30.0000	30.00	0.00
300220	EFT REMITTANCE REPORT	0	30.0000	0.00	0.00
300102	ORIG DATA TRANSMISSION	0	15.0000	0.00	0.00
999999	ELECTRONIC REMITTANCE RPT MONTHLY	0	25.0000	0.00	0.00
409999	REPORT-PINACLE SPECIAL REPORT	0	3.0000	0.00	0.00
300330	DATA PROCESSING/1000 CHAR	0	0.4200	30.00	0.00
300112	WIRE ORIGINATED PAYMENTS	0	0.1200	0.00	0.00
309999	822 ACCOUNT ANALYSIS TRANSMISSION	0	25.0000	0.00	0.00
309999	ACCOUNT ANALYSIS DISKETTE	0	110.0000	0.00	0.00
300211	REASSOCIATED PAYMENTS	0	0.3000	0.00	0.00
309999	TRANSACTIONS REJECTED	0	1.5000	0.00	0.00
300330	OUT XMIT-ELECTRONIC ITEMS/FILE	0	10.0000	75.00	0.00

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Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
300020	EDI DISBURSEMENT MONTHLY MAINT	0	50.0000	0.00	0.00
300110	ACH REMITTANCE VALIDATION	0	125.0000	0.00	0.00
300020	ELEC RECEIVABLES FILE MONTHLY MAINT	0	60.0000	0.00	0.00
300020	ELEC RECEIVABLES REPT MONTHLY MAINT	0	15.0000	0.00	0.00
10408	RECEIVABLES INVALID CTX RPT	0	3.0000	0.00	0.00
300020	822 ACCT ANALYSIS MONTHLY MAINT	0	20.0000	0.00	0.00
300020	GENERIC TRANSLATION MTHLY MAINT	0	30.0000	0.00	0.00
	140 - EDI Total				0.00
300211	HC PRINT/MAIL 6X19 ENVELOPES	0	0.0700	0.00	0.00
309999	HC MAIL PREPARATION	0	0.0250	0.00	0.00
309999	HC LASER IMAGES	0	0.0400	0.00	0.00
309999	HC STANDARD PAPER STOCK	0	0.0070	0.00	0.00
309999	HC MACHINE INSERTING OF INSERTS	0	0.0100	0.00	0.00
309999	HC MANUAL INSERTING	0	0.0200	0.00	0.00
309999	HC STANDARD ENVELOPE	0	0.0100	0.00	0.00
300211	HC CLAIM FORM STOCK	0	0.0200	0.00	0.00
300211	HC PRINT/MAIL 9X12 ENVELOPES	0	0.1650	0.00	0.00
300211	PRINT CHECK STOCK	0	0.0700	0.00	0.00
300211	PRINT SHIPPING LABELS	0	0.2200	0.00	0.00
300211	HC OVERSIZED ENVELOPES(SPECIAL)	0	0.5000	0.00	0.00
300211	STANDARD SIMPLEX LASER PRINTING	0	0.0700	0.00	0.00
309999	MAIL PRESORTING	0	0.0400	0.00	0.00
309999	CUSTOM STOCK WAREHOUSE STORAGE	0	25.0000	0.00	0.00
300211	STANDARD PAPER STOCK	0	0.0070	0.00	0.00
300211	PAGES INSERTED	0	0.0250	0.00	0.00
300211	STANDARD ENVELOPE	0	0.0100	0.00	0.00
309999	MANUAL PULLS	0	3.0000	0.00	0.00
300211	SELECTIVE INSERTING	0	0.0350	0.00	0.00
59999	PMX-STANDARD IMPLMENTATION	0	2,500.0000	0.00	0.00
59999	PMX-WEB PORTAL MAINTENANCE	0	30.0000	0.00	0.00
59999	PMX-WEB STANDARD MAINTENANCE	0	190.0000	0.00	0.00
59999	PMX PRINTING PAGE ONE	0	0.1800	0.00	0.00
59999	PMX ADDITIONAL IMAGES PRINTED	0	0.0400	0.00	0.00
59999	PMX-90 DAY IMAGE ARCHIVE	0	0.0120	0.00	0.00
59999	PMX FIRST PAGE PRINTED PORTAL	0	0.2100	0.00	0.00
59999	PMX ADDITIONAL IMAGES PRINTED WEB	0	0.0450	0.00	0.00
59999	PMX PRINTING FILES TRANSMITTED	0	12.0000	0.00	0.00
59999	PMX BAD ADDRESS REPORT	0	8.0000	0.00	0.00
59999	PMX BUSINESS REPLY ENVELOPE	0	0.0200	0.00	0.00
59999	PMX SELECTIVE INSERTS	0	0.0100	0.00	0.00
59999	PMX NCOA LINK	0	0.3000	0.00	0.00
59999	PMX OVERSIZED ENVELOPES	0	0.3000	0.00	0.00
59999	PMX USPS FULL SERVICE	0	0.3000	0.00	0.00
59999	PMX MAIL TREK SERVICE	0	0.0180	0.00	0.00
59999	PMX CANADIAN PRINT FIRST PAGE	0	0.2000	0.00	0.00
59999	PMX CANADIAN PRINT ADDITIONAL IMAGE	0	0.1000	0.00	0.00
59999	PMX CANADIAN BUSINESS REPLY ENV	0	0.0400	0.00	0.00
59999	PMX CANADIAN OVERSIZED INSERTING	0	0.6000	0.00	0.00
59999	ONECODE ACS 1ST CL ELEC NOTIF	0	0.1750	0.00	0.00
59999	FIRST CLASS 3RD AND ABOVE NOTICES	0	0.1750	0.00	0.00
59999	FIRST CLASS FLAT NOTICES	0	0.1750	0.00	0.00
59999	FIRST CLASS 1ST AND 2ND NOTICES	0	0.0900	0.00	0.00

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Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
59999	EMAIL NOTIFICATION	0	0.0500	0.00	0.00
	145 - Print and Mail Total				0.00
400520	INTL MULTIBANK REPORTING DETAIL	0	0.3700	0.00	0.00
400520	INTL MULTIBANK REPORTING ACCOUNT	0	40.0000	0.00	0.00
999999	SWIFT MONTHLY MAINTENANCE	0	110.0000	0.00	0.00
999999	TRADE SERVICE FAX FEE	0	7.0000	0.00	0.00
609999	SWIFT STMT 942 MESSAGE	0	0.1500	0.00	0.00
999999	TRADE SERVICE MTHLY ACTIVITY STMT	0	30.0000	0.00	0.00
400642	SWIFT STATEMENTS	0	2.5000	0.00	0.00
600221	MANUAL WIRE SAME-CURRENCY	0	65.0000	0.00	0.00
600221	PINACLE FX WIRE SAME-CURRENCY	0	25.0000	0.00	0.00
609999	INTL INCOMING WIRE MCY	0	12.5000	0.00	0.00
999999	MULTI-CY MAINTENANCE CHARGE	0	60.0000	0.00	0.00
609999	EURX ACCOUNT MAINTENANCE	0	75.0000	0.00	0.00
609999	EURX NON URGENT CREDIT REC	0	3.0000	0.00	0.00
609999	EURX MISC CREDIT REC	0	3.0000	0.00	0.00
609999	EURX MISC DEBIT REC	0	3.0000	0.00	0.00
999999	PINACLE FX MONTHLY MAINTENANCE	0	50.0000	0.00	0.00
609999	PINACLE FX DRAFT SAME-CURRENCY	0	25.0000	0.00	0.00
609999	SAME CCY INTL CASH LETTER ITEM DEP	0	30.0000	0.00	0.00
609999	CROSS-CCY INTL CASH LETTER ITEM DEP	0	30.0000	0.00	0.00
400640	SWIFT STMT 940 SUMMARY MESSAGE	0	1.5000	0.00	0.00
400641	SWIFT STMT 940 DETAIL MESSAGE	0	0.3500	0.00	0.00
400645	SWIFT DEBIT/CREDIT CONFIRMATION	0	0.5000	0.00	0.00
609999	CAXB ACC ACCOUNT MAINTENANCE FEE	0	50.0000	0.00	0.00
609999	CAXB ACC AUTO-TRANSFER/REPATRIATION	0	3.6000	0.00	0.00
609999	CAXB ACC DEPOSIT ITEMS	0	0.2500	0.00	0.00
609999	CAXB ACC CHECKS	0	1.0000	0.00	0.00
609999	CAXB ACC DEPOSIT TICKET	0	3.0000	0.00	0.00
609999	CAXB ACC MISCELLANEOUS DEBIT-CREDIT	0	1.5000	0.00	0.00
609999	CAXB ACC STATEMENTS - ADDITIONAL	0	10.0000	0.00	0.00
609999	CAXB ACC CASH DEPOSITS	0	0.0050	0.00	0.00
609999	CAXB ACC RETURNED ITEMS	0	21.0000	0.00	0.00
609999	CAXB ACC STOP PAYMENT - ONLINE	0	13.0000	0.00	0.00
609999	CAXB STOP PAYMENT MANUAL	0	30.0000	0.00	0.00
609999	CAXB ACC DISB ISSUE ADD	0	0.6500	350.00	0.00
609999	CAXB DA ACC RECON INPUT TRANS	0	13.0000	0.00	0.00
609999	CAXB DA ACC RECON MANUAL STOP PAY	0	13.0000	0.00	0.00
609999	CAXB DA ACC RECON SPEC CHK HANDLE	0	7.0000	0.00	0.00
609999	CAXB DA ACC RECON OUTPUT TRANS	0	8.0000	0.00	0.00
609999	CAXB DA ACC RECON REPORT PAGE PRINT	0	0.2500	0.00	0.00
609999	CAXB DA ACC RECON OPTIONAL REPORT	0	15.0000	0.00	0.00
609999	CAXB WLBX STANDARD BOX MAINTENANCE	0	160.0000	0.00	0.00
609999	CAXB WLBX ALT CURRENCY MAINTENANCE	0	65.0000	0.00	0.00
609999	CAXB WLBX PRE-SCREENING/PROCESSING	0	0.8500	125.00	0.00
609999	CAXB WLBX DATA CAPTURE	0	0.0160	0.00	0.00
609999	CAXB WLBX MICR CAPTURE	0	0.0650	0.00	0.00
609999	CAXB WLBX CHECK PHOTOCOPY	0	0.2600	0.00	0.00
609999	CAXB WLBX DATA DELIVERY FAX	0	15.0000	0.00	0.00
609999	CAXB WLBX IMAGE CAPTURE	0	0.2200	0.00	0.00
609999	CAXB WLBX IMAGE STORAGE	0	0.0700	0.00	0.00
609999	CAXB WLBX IMAGE SEARCH	0	0.1400	0.00	0.00

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Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
609999	CAXB WLBX IMAGE RETRIEVAL	0	0.2100	0.00	0.00
609999	CAXB WLBX CURRENCY CONVERSION/ITEM	0	5.0000	0.00	0.00
609999	CAXB WLBX IMAGE FILE DELIVERY/IMAGE	0	0.0250	0.00	0.00
609999	CAXB WLBX IMAGE CD DELIVERY PER CD	0	32.0000	0.00	0.00
609999	CAXB WLBX IMAGE CD DELIVERY/IMAGE	0	0.0210	0.00	0.00
609999	CAXB WLBX MANUAL CHECK PHOTOCOPY	0	2.1000	0.00	0.00
609999	CAXB WLBX CASH TRANSACTIONS	0	15.0000	0.00	0.00
609999	CAXB WLBX POST-DATED ITEMS HELD	0	2.0000	0.00	0.00
609999	CAXB WLBX DATA TRANSMISSION	0	12.5000	0.00	0.00
609999	CAXB WLBX STANDARD BACKUP DELIVERY	0	3.5000	0.00	0.00
609999	CAXB WLBX IMAGE MONTHLY MAINTENANCE	0	75.0000	0.00	0.00
609999	CAXB WLBX IMAGE FILE DELIVERY/FILE	0	13.0000	0.00	0.00
609999	CAXB WLBX INCOMING EXPRESS PACKAGES	0	8.0000	0.00	0.00
609999	ALERTS SENT-RBC EXPRESS	0	0.2500	0.00	0.00
609999	CAXB MOBILE ACCESS MAINTENANCE FEE	0	12.0000	0.00	0.00
609999	CAXB ADVANCED IMAGE FAX ADVICE	0	3.0000	0.00	0.00
609999	CAXB PS WIRE OUTGOING STP	0	13.0000	0.00	0.00
609999	CAXB PS WIRE OUTGOING NON STP	0	20.0000	0.00	0.00
609999	CAXB PS WIRE INTL OUTGOING STP	0	20.0000	0.00	0.00
609999	CAXB PS WIRE INTL OUTGO NON STP	0	25.0000	0.00	0.00
609999	CAXB PS WIRE BOOK TRANSFER STP	0	10.0000	0.00	0.00
609999	CAXB PS WIRE BOOK TRANSNON STP	0	13.0000	0.00	0.00
609999	CAXB IR WIRE INCOMING ADVICE ONLINE	0	3.0000	0.00	0.00
609999	CAXB IR SWIFT ADVICE/STATEMENT FAX	0	3.2500	0.00	0.00
609999	CAXB IR SWIFT STATEMENT PER PAGE	0	3.2500	0.00	0.00
609999	CAXB IR TRANSMISSION PER ITEM	0	0.1000	0.00	0.00
609999	CAXB IR TRANSMISSION BAI FILE	0	6.5000	0.00	0.00
609999	CAXB ACH MONTHLY MAINT FEE	0	40.0000	0.00	0.00
609999	CAXB ACH DEBIT/CREDIT ORIGINATED	0	0.6500	0.00	0.00
609999	CAXB ACH SCHEDULED FILE PROCESS	0	8.0000	0.00	0.00
609999	CAXB ACH CHANGE ONLINE	0	2.0000	0.00	0.00
609999	CAXB ACH MANUAL CHANGE	0	20.0000	0.00	0.00
609999	CAXB ACH RETURN ITEMS	0	1.3000	0.00	0.00
609999	CAXB ACH ERRORS/40 DAYS	0	0.1300	0.00	0.00
609999	CAXB ACH DATA DELIVERED/FILE	0	6.5000	0.00	0.00
609999	CAXB ACH REPORT TRANSMITTED	0	0.6500	0.00	0.00
609999	CAXB ACH BLOCKED FILE OVERRIDDEN	0	120.0000	0.00	0.00
609999	CAXB ACH ADDITIONAL TESTS	0	45.0000	0.00	0.00
609999	CAXB IR INFO REPORT ADDTL ACCOUNT	0	20.0000	0.00	0.00
609999	CAXB IR INFO REPORT ADDTL TRANSACT	0	0.1500	0.00	0.00
609999	CAXB AI ACCOUNT IMAGES RETRIEVED	0	1.0000	0.00	0.00
609999	CAXB PS TAX PAYMENT	0	3.0000	0.00	0.00
609999	CAXB PS BILL PAYMENT	0	2.0000	0.00	0.00
609999	CAXB ACC RETURNED ITEMS/ADVICE	0	24.0000	0.00	0.00
609999	CAXB ACC E-STATEMENT RETRIEVED	0	3.0000	0.00	0.00
609999	CAXB IR ECOMMERCE TRANSM/1000 CHAR	0	0.2000	0.00	0.00
609999	CAXB PS DRAWDOWN/TRANSFER	0	20.0000	0.00	0.00
609999	CAXB ACC ACCOUNT TRANSFERS	0	2.0000	0.00	0.00
609999	CAXB IR INFO REPORTING MODULE (1)	0	42.0000	0.00	0.00
609999	CAXB IR INFO REPORTING MODULE (2)	0	60.0000	0.00	0.00
609999	CAXB ACC TOKENS	0	60.0000	0.00	0.00
609999	CAXB DA ACC RECON FORMATTED FILE	0	0.7500	0.00	0.00

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Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	0
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
609999	CAXB DA PAYEE MATCH PER CHECK	0	0.6500	350.00	0.00
609999	CAXB DA PAYEE MATCH INQ/EXCEPTIONS	0	10.0000	0.00	0.00
609999	MCA BOOK TRANSFER OUTGOING PINACLE	0	5.0000	0.00	0.00
609999	MCA BOOK TRANSFER INCOMING	0	5.0000	0.00	0.00
609999	DDA BOOK TRANSFER OUT PINACLE INTL	0	5.0000	0.00	0.00
609999	DDA BOOK TRANSFER INCOMING INTL	0	5.0000	0.00	0.00
609999	MCA WIRE INCOMING	0	20.0000	0.00	0.00
609999	MCA WIRE OUT PINACLE SAME-CCY	0	25.0000	0.00	0.00
600311	MCA WIRE OUT PINACLE CROSS CCY	0	13.0000	0.00	0.00
609999	MCA WIRE OUT BATCH SAME CURRENCY	0	25.0000	0.00	0.00
609999	MCA FEDWIRE OUTGOING PINACLE	0	10.5000	0.00	0.00
609999	MULTIBANK TRANSFER REQUEST PINACLE	0	15.0000	0.00	0.00
609999	MULTIBANK ACCOUNT MAINTENANCE	0	20.0000	0.00	0.00
609999	MCA ACCOUNT MAINTENANCE	0	75.0000	0.00	0.00
609999	BOOK TRANSFER FX	0	5.0000	0.00	0.00
609999	GATEWAY IMPLEMENTATION 1ST ACCT	0	300.0000	0.00	0.00
609999	GATEWAY IMPLEMENTATION-ADDL ACCT	0	75.0000	0.00	0.00
609999	MCA REQUEST TO DEBIT OUTBOUND WIRE	0	25.0000	0.00	0.00
609999	PINACLE FX REG E FX WIRE	0	27.0000	0.00	0.00
609999	PINACLE FX REG E USD WIRE	0	30.0000	0.00	0.00
609999	MCA REPAIR FEE	0	16.0000	0.00	0.00
609999	MCA SWIFT STMT 940 DETAIL MESSAGE	0	0.3500	25.00	0.00
	180 - International Total				0.00
371	CHARGE FOR INVOICE	0	10.0000	0.00	0.00
999999	PRINTED ANALYSIS STATEMENT FEE	0	5.0000	0.00	0.00
10964	AUTOMATED AUDIT CONFIRMATION FEE	0	25.0000	0.00	0.00
10640	CREDIT INQUIRIES	0	40.0000	0.00	0.00
10964	MANUAL AUDIT CONFIRMATION FEE	0	50.0000	0.00	0.00
	210 - Miscellaneous Total				0.00
151200	NUMBER OF PAGES	0	0.0800	0.00	0.00
159999	* NUMBER OF CHECKS	0	0.4200	0.00	0.00
251210	PAY ADV-CANADIAN ACH	0	0.1500	0.00	0.00
151800	PAY ADV-DATA INPUT FILE	0	10.0000	0.00	0.00
159999	PAY ADV-OUTBOUND ACK FILE	0	10.0000	0.00	0.00
159999	PAY ADV-OUTBOUND REGISTER FILE	0	10.0000	0.00	0.00
150040	PAY ADV-MAINT FEE PER SENDER ID	0	200.0000	0.00	0.00
159999	PAY ADV OUTBOUND ARP FILE	0	25.0000	0.00	0.00
159999	PAY ADV REJECTED FILE	0	12.0000	0.00	0.00
151880	CHECK IMPLEMENTATION FEE	0	900.0000	0.00	0.00
151880	CHECK MICR TESTING-NON PNC ACCT	0	400.0000	0.00	0.00
151810	CHECK CHANGE FEE-LOGO SIGN ADDR	0	350.0000	0.00	0.00
159999	IMP FEE ADDITIONAL ELEC SENDER IDS	0	500.0000	0.00	0.00
999999	ELECTRONIC ADVICE DELIVERY	0	0.7500	0.00	0.00
151820	PAY ADV-CHECK PULL REQUESTS	0	20.0000	0.00	0.00
159999	PAY ADV-AUTOMATED INSERTING	0	0.0300	0.00	0.00
151860	PAY ADV-OVERNIGHT MAIL REQUESTS	0	7.5000	0.00	0.00
159999	PAY ADV-MANUAL INSERTING	0	0.1500	0.00	0.00
151800	PAY ADV-IMPORTED FILE	0	10.0000	0.00	0.00
159999	PAY ADV-VIEW FILE DETAILS	0	0.3000	0.00	0.00
159999	PAY ADV-REPORTS	0	1.2500	0.00	0.00
159999	PAY ADV-VENDOR MANAGEMENT ADD	0	1.2500	0.00	0.00
159999	PAY ADV-VENDOR MANAGEMENT CHANGE	0	1.2500	0.00	0.00

Customer:
Date of data:

State of West Virginia



Customer Presentation

Average Ledger Balance	-
LESS: Float	-
Average Collected Balance	-
Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	<u>0</u>
Coll Balance Rqrd to Offset Anlyzd Fees	-
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
159999	PAY ADV VENDOR MANAGEMENT MAINT	0	100.0000	0.00	0.00
159999	PAY ADV VENDOR MANAGEMENT TRANS	0	0.0300	0.00	0.00
	240 - Comprehensive Payables Total				0.00
999999	EPAYMENTS MONTHLY MAINTENANCE	0	75.0000	0.00	0.00
999999	EPAYMENTS FILE UPLOAD	0	10.0000	0.00	0.00
999999	EPAYMENTS FILE TRANSMISSION	0	10.0000	0.00	0.00
999999	EPAYMENTS ACK FILE	0	10.0000	0.00	0.00
999999	EPAYMENTS STATUS FILE	0	10.0000	0.00	0.00
999999	* EPAYMENTS ACH IN-NETWORK	0	1.2000	0.00	0.00
999999	* EPAYMENTS ACH OUT OF NETWORK	0	1.4000	0.00	0.00
999999	* EPAYMENTS EXPEDITED PAYMENT	0	1.3000	0.00	0.00
999999	EPAYMENTS ACH RETURNS	0	1.2000	0.00	0.00
999999	EPAYMENTS EXPIRED PAYMENT	0	0.1000	0.00	0.00
999999	EPAYMENTS CANCELED TRANSACTIONS	0	1.0000	0.00	0.00
999999	EPAYMENTS PAYMENT MODIFICATION	0	1.0000	0.00	0.00
999999	* EPAYMENTS DEBIT CARD PAYMENT	0	1.3500	0.00	0.00
999999	EPAYMENTS VDD PAYMENT	0	0.3000	0.00	0.00
319999	* SUMMARY BILLS LOADED	1	0.0500	0.00	0.00
319999	* DETAIL BILLS LOADED	1	0.1000	0.00	0.00
319999	* EXTERNAL PAYMENTS PROCESSED	1	0.4500	0.00	0.00
	310 - Payer Express Total				0.00
999999	IMPLEMENTATION FEE-INVOICE CAPTURE	0	10,000.0000	0.00	0.00
999999	IMPLEMENTATION FEE-WORKFLOW	0	25,000.0000	0.00	0.00
999999	IMPLEMENTATION FEE E-INVOICING	0	75,000.0000	0.00	0.00
999999	SUBSCRIPTION FEE INVOICE CAPTURE	0	500.0000	0.00	0.00
999999	SUBSCRIPTION FEE- WORKFLOW	0	1,000.0000	0.00	0.00
999999	SUBSCRIPTION FEE E-INVOICING	0	1,000.0000	0.00	0.00
999999	* AP ADV IMAGED INVOICE	0	0.1600	0.00	0.00
999999	* AP ADV EMAILED INVOICE	0	0.0800	0.00	0.00
999999	* AP ADV CAPTURED INVOICE	0	0.6500	0.00	0.00
999999	* PER E INVOICE	0	0.4800	0.00	0.00
999999	* PER WORKFLOW INVOICE	0	0.7500	0.00	0.00
999999	PER ADD'L CAPTURED HEADER FIELD	0	0.0500	0.00	0.00
999999	PER LINE CAPTURED	0	0.2000	0.00	0.00
999999	NEW COMPANY SET UP	0	10,000.0000	0.00	0.00
999999	ADDITIONAL MODULE CONFIGURATION	0	8,500.0000	0.00	0.00
999999	PER REQUISITION	0	0.8500	0.00	0.00
999999	PER EXPENSE REPORT	0	1.2500	0.00	0.00
999999	TXT/EDI FILE MAINTENANCE	0	500.0000	0.00	0.00
999999	FILE MAPPING SERVICE	0	10,000.0000	0.00	0.00
999999	VENDOR DATA CLEANSE	0	8.0000	0.00	0.00
999999	AP ADV-CHECK IMAGE NO DEPOSIT	0	0.5000	0.00	0.00
999999	AP ADV-ENVELOPE & DOCUMENT IMAGE	0	0.5000	0.00	0.00
999999	AP ADV IMAGE TRANSMISSION	0	150.0000	0.00	0.00
999999	INVOICE ARCHIVE-FILE BASED	0	0.5000	0.00	0.00
999999	INVOICE ARCHIVE SCAN AND CAPTURE	0	0.9000	0.00	0.00
999999	PER INVOICE-MANUAL	0	0.7500	0.00	0.00
999999	PER INVOICE-FLAT	0	1.5000	0.00	0.00
999999	PER CORRESPONDENCE	0	0.7500	0.00	0.00
	320 - AP Advantage Total				0.00

Customer:
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Customer Presentation

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Average Positive Collected Balance	-
LESS: Reserve Requirement	-
LESS: Balances Ineligible for ECR	-
Average Investable Balance	<u>0</u>
Coll Balance Rqrd to Offset Anlyzd Fees	
Average Negative Collected Balance	-

AFP Code	Service Description	Volume	Unit Price	Minimum	Total Price
	Fee Based Total				0.00
**	Earnings Allowance	0	0.3000%		<u>0.00</u>
	Rate Based Total				0.00
	Total Service Charge				7.83

- * These items have tiered pricing. Discount Pricing is available based on volumes.
- ** Earnings Credit Rate is based on volume and relationship.

This proposal is valid for 120 days. PNC Bank reserves the right to adjust the pricing quoted or processing parameters outlined if the proposal is accepted after the 120-day period. All prices quoted are in U.S. dollars. This pricing is for discussion purposes only and is not a contract, an offer to enter into a contract or a commitment to offer the pricing outlined herein. This pricing is delivered by PNC Bank on the condition that it be kept confidential and not be shown to or discussed with any third party, including any financial institution, or used other than for the purpose of evaluating PNC Bank's banking services.

PNC Bank reserves the right to charge fees for services used but not quoted in this proposal, including but not limited to overdraft charges, negative earnings credits and late fees. PNC Bank's fee schedule is subject to change from time to time, and any future increases or decreases or changes in transaction code names, definitions or structures shall be applied to all accounts subject to these rates and categorizations.