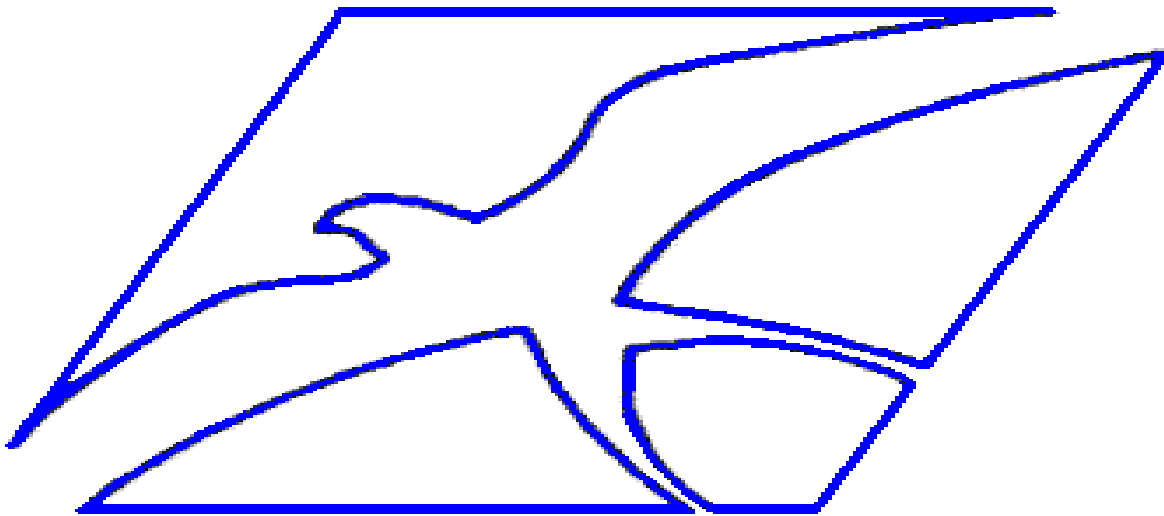


# **St. Lucie West Services District**



## **BOARD OF SUPERVISORS' REGULAR BOARD MEETING BOOK JUNE 15, 2010**

**AGENDA**  
**ST. LUCIE WEST SERVICES DISTRICT**  
**BOARD OF SUPERVISORS' REGULAR MEETING**  
**June 15, 2010**  
**9:00 a.m.**  
**Sunlight Community Church**  
**477 S.W. Cashmere Boulevard**  
**Port St. Lucie, Florida 34986**

**A. Call to Order**

**B. Pledge of Allegiance**

**C. Invocation**

**D. Roll Call**

**E. Approval of Minutes**

1. June 1, 2010 Board of Supervisors' Regular Board Meeting

**F. Public Comment**

**G. District Attorney**

- DA 1** – Approval of Resolution 2010-06 Referendum Election to Establish Amount of Annual Compensation for Members of the Board of Supervisors

**H. Consent Agenda**

**CA 1** – Monthly Report on Public Works Operations

**CA 2** – Monthly Report on Utilities Operations

**CA 3** – Monthly Report on Capital Improvement Projects

**CA 4** – Monthly Report on Billing and Customer Service

**CA 5** – Financial Statements for May 2010

**CA 6** – Consider Approval to Transfer Funds for R&R Fund, WCF, WWCF and WMBF Requisitions

**I. District Manager**

**Action Items**

**DM 1** – Consider Approving the Suntrust Bank Treasury Management Master Agreement

**DM 2** – Other Items

**J. Supervisors' Requests**

**K. Adjournment**

**St. Lucie West Services District**  
**Board of Supervisors' Meeting Minutes**  
June 1, 2010, at 9:00 a.m.  
Sunlight Community Church  
477 S.W. Cashmere Boulevard  
Port St. Lucie, Florida 34986

(Please note: This is not verbatim. A CD recording of the Board Meeting is available on file.)

**Board Members Present**

Harvey Cutler, Chairman (present via teleconference call)  
Everett Child, Vice Chairman  
Sal Mancuso, Secretary  
Charles B. Altwein, Supervisor  
David Kessner, Supervisor

**Staff Present**

Dennis Pickle, District Manager, St. Lucie West Services District ("SLWSD")  
Bill Hayden, Public Works Director/Assistant District Manager, SLWSD  
Maddie Maldonado, Administrative Assistant, SLWSD  
Dan Harrell, District Counsel  
Bob Lawson, District Engineer  
Jason Pierman, Assistant District Treasurer, Special District Services, Inc. ("SDS")  
Laura Archer, Recording Secretary, SDS  
Michael McElligott, SDS

**Guests Present (Sign-In Sheet Attached)**

**A. Call to Order**

Vice Chairman Child called the meeting to order at 9:00 a.m. and noted that there were two Public Hearings on the agenda.

**B. Pledge of Allegiance**

**C. Invocation**

**D. Roll Call**

Ms. Archer took roll and it was noted that all 5 Supervisors were present.

**E. Approval of Minutes -**

**1. May 18, 2010, Board of Supervisors' Regular Board Meeting**

Vice Chairman Child stated that he would entertain a motion approving the minutes of the May 18, 2010, Board of Supervisors' Regular Board Meeting.

A **motion** was made by Supervisor Altwein, seconded by Supervisor Kessner to approve the minutes of the May 18, 2010, Board of Supervisors' Regular Board Meeting, as presented. The **motion** carried 5 to 0.

**F. Recess the Regular Board Meeting**

Vice Chairman Child recessed the Regular Board Meeting at approximately 9:05 a.m.

**G. Public Hearing 1**

**1. Call to Order**

Vice Chairman Child called to order Public Hearing 1.

**2. Proof of Publication**

Vice Chairman Child noted that proof of publication of Public Hearing 1 was available in the meeting book.

**3. Roll Call**

Ms. Archer took roll and it was noted that all 5 Supervisors were present.

**4. Receive Public Comments on Resolution No. 2010-04 Adopting Amendments to Employee Job Descriptions and Rescinding all Prior Employee Job Descriptions as Rules of the District**

Sue Snyder, a resident of the District, asked if the job descriptions met the handicap/ADA requirements. Mr. Harrell responded that the job descriptions were minimum requirements and would not disqualify an application for employment. He further noted that as long as the applicant can perform the essential functions of the job, they would be considered, with or without accommodations. Mr. Harrell did note, however, that not every job would be open to every individual, that it would be based on their qualifications.

- **Consider Resolution No. 2010-04 – Adopting Amendments to Employee Job Descriptions and Rescinding all Prior Employee Job Descriptions as Rules of the District**

Resolution No. 2010-04 was presented, entitled:

**RESOLUTION NO. 2010-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. LUCIE WEST SERVICES DISTRICT ADOPTING AMENDMENTS TO EMPLOYEE JOB DESCRIPTIONS AND RESCINDING ALL PRIOR EMPLOYEE JOB DESCRIPTIONS AS RULES OF THE ST. LUCIE WEST SERVICES DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.**

A **motion** was made by Supervisor Altwein, seconded by Secretary Mancuso approving Resolution No. 2010-04, as presented. The **motion** carried 5 to 0.

**5. Close Public Hearing 1**

Vice Chairman Child closed Public Hearing 1 at approximately 9:11 a.m.

**H. Public Hearing 2**

**1. Call to Order**

Vice Chairman Child called to order Public Hearing 2.

**2. Proof of Publication**

Vice Chairman Child noted that proof of publication of Public Hearing 2 was available in the meeting book.

**3. Roll Call**

Ms. Archer took roll and it was noted that all 5 Supervisors were present.

**5. Receive Public Comments on Resolution No. 2010-05 Adopting Amendments to the Safety and Health Policy and Rescinding the Prior Safety and Health Policy as a Rule of the District**

Mr. Harrell noted that it was his recommendation that Resolution No. 2010-05 be revised to read that it was for the rescinding of the prior Safety and Health Policy and that the actual adoption of the amendments to said Policy be approved through an internal management memorandum. He noted that it was not a requirement for the adoption of the policy as a rule. Mr. Harrell then presented a revised Resolution No. 2010-05.

- **Consider Resolution No. 2010-05 – Rescinding the Safety and Health Policy**

The revised Resolution No. 2010-05 was presented, entitled:

**RESOLUTION NO. 2010-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE ST. LUCIE WEST SERVICES DISTRICT  
RESCINDING THE SAFETY AND HEALTH POLICY AS A  
RULE OF THE ST. LUCIE WEST SERVICES DISTRICT;  
PROVIDING FOR AN EFFECTIVE DATE.**

A **motion** was made by Secretary Mancuso, seconded by Supervisor Altwein approving Resolution No. 2010-05, as amended by Mr. Harrell. The **motion** carried 5 to 0.

Mr. Harrell then recommended that the Board approve the Safety and Health Policy Manual as an internal management memorandum.

A **motion** was then made by Supervisor Altwein, seconded by Secretary Mancuso approving the Safety and Health Policy Manual, as amended as an internal management memorandum. The **motion** carried 5 to 0.

**5. Close Public Hearing 2**

Vice Chairman Child closed Public Hearing 2 at approximately 9:20 a.m.

**6. Reconvene the Regular Board Meeting**

Vice Chairman Child then reconvened the Regular Board Meeting.

**I. District Attorney**

**DA 1 - Approval of Resolution No. 2010-06 – Ordering and Providing for the Holding of a Referendum Election to Determine if the Electors of the St. Lucie West Services District Approve Establishing the Amount of Compensation for Members of the Board of Supervisors**

Mr. Harrell presented Resolution No. 2010-06 and noted that it had previously been circulated to the Members of the Board for their review. He noted that he was not suggesting or requesting its approval, but rather Board authorization to transmit it to the St. Lucie County Supervisor of Elections for comment prior to adoption. He further noted that if approved by the Board, his intention was to bring it back for Board adoption at the next meeting on June 15, 2010.

Chairman Cutler suggested an addition to the language of the ballot (**highlighted and underscored**):

“Shall each member of the Board of Supervisors of the St. Lucie West Services District be entitled to receive for his or her services the sum of **a maximum** \$6,000 per year, commencing January 1, 2011, subject to annual adjustment thereafter based on the Consumer Price Index – U.S. City Average – All Urban Consumers?”

Mr. Harrell responded by stating that it was his understanding that the Board wished to convey that the first year would be \$6,000 and subsequent years would be adjusted based on the CPI. He further noted that “a maximum” suggests a range of compensation and cautioned adding any language.

Secretary Mancuso felt that the language should be more specific as to each meeting and recommended that Board Members would receive a not to exceed amount of \$250 per meeting or \$6,000 per year.

Supervisor Kessner felt that the Board should follow legal counsel’s suggestions/recommendations.

Secretary Mancuso felt that the best way to accomplish change is to follow the statute’s guidelines and read Chapter 190. He further noted that it was his preference to use the terminology “not to exceed”, as in the statute, rather than “a maximum”.

A **motion** was made by Supervisor Kessner to accept the language as drafted by Mr. Harrell. The **motion** died for lack of a second.

Supervisor Altwein noted that he agreed with Secretary Mancuso in regards to using the terminology “not to exceed”, as in the statute, rather than “a maximum”.

A **motion** was made by Chairman Cutler to add “not to exceed \$6,000” to the language proposed by Mr. Harrell. The **motion** died for lack of a second.

Discussion ensued regarding the timeframe in which Mr. Harrell has to work with regard to submitting the language to the St. Lucie County Supervisor of Elections for approval. Mr. Harrell noted that upon the Board’s approval, his intention was to send it to their office this afternoon.

A **motion** was made by Secretary Mancuso for the referendum to read: “...the Board of Supervisors shall receive for their services an amount not to exceed \$250 per meeting of the Board of Supervisors, not to exceed \$6,000 per year.” Chairman Cutler seconded the **motion**.

On discussion, Secretary Mancuso noted the importance of establishing a specific dollar amount per meeting.

Chairman Cutler withdrew his second to Secretary Mancuso’s **motion** and recommended letting it go as written.

A **motion** was made by Chairman Cutler, seconded by Supervisor Altwein to accept the language, as presented.

On discussion Secretary Mancuso noted he would vote against the current motion because a per meeting amount has not been established. Discussion ensued regarding the number of meetings to be held per year and how payment to the Board would be made if the current motion was approved. It was determined that the Board would most likely be paid on a monthly basis.

Supervisor Altwein noted that Mr. Harrell was telling them what to do and that the Board is ignoring his recommendations. Supervisor Altwein further stated that the referendum should reference somewhere in it how long it has been since the last increase. Mr. Harrell stated that he did not believe that information could be added to the referendum, but that it was mentioned in the resolution.

Further discussion ensued regarding the flat \$6,000 annual amount versus establishing a per meeting amount and whether the District's workload would continue to require a 24 meetings per year schedule versus a 12 meetings per year schedule.

Chairman Cutler's **motion** to accept the language as presented was reiterated, seconded by Supervisor Altwein. The **motion** carried 3 to 2 with Supervisor Kessner and Secretary Mancuso dissenting.

Mr. Harrell noted that he would send the proposed ballot to the Supervisor of Elections for her comments and would come back at the June 15, 2010, Regular Board Meeting and advise the Board accordingly.

Ms. Snyder then asked about absentee ballots and whether the referendum would be on them. Mr. Harrell responded that he believed the ballots were set up by precinct and suggested that Ms. Snyder contact the Supervisor of Elections' office for further information.

**J. District Manager  
Action Items**

- DM 1 - Consider Resolution No. 2010-07 – Adopting a Fiscal Year 2010/2011 Proposed Annual Budget and Setting a Public Hearing Date**



Mr. Pickle presented Resolution No. 2010-07, entitled:

**RESOLUTION NO. 2010-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. LUCIE WEST SERVICES DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2010/2011.**

Mr. Pickle noted that a Budget Workshop was held at the last meeting and asked if there were any further questions regarding the proposed annual budget. He further explained that this resolution sets the Public Hearing for September 7, 2010.

Supervisor Altwein noted he had 2 major issues with the proposed annual budget. The first was the matter of medical and dental insurance and what it costs the District. He stated that the District cannot continue to pay 100% of the cost and proposed eliminating some of the expenses. He noted that the proposed budget was calling for a 2.7% increase to the residents of the District and stated that he prefers there be a 0% increase. He suggested eliminating the dental plan. He also took issue with the contingency for hurricanes and suggested cutting it to \$5,000 because that was the amount spent last year. Mr. Pickle explained the contingency for hurricanes, noting that anything left over from the previous fiscal year rolls over. Mr. Pickle further explained that the Board approved at the last meeting a 6.9% decrease in the cost of the dental plan by changing the provider to Mutual of Omaha. Mr. Pickle went on to note that the proposed 2.7% increase is a worst case scenario and that they are working to bring that number down to 0%. Mr. Pickle also noted that the benefits package has been used as a recruitment tool. Supervisor Altwein noted that the premiums have now gotten to the point where changes have to be made because of the cost.

A **motion** was made by Secretary Mancuso, seconded by Chairman Cutler, approving Resolution No. 2010-07, as presented, setting the Public Hearing for September 7, 2010. Upon being put to a vote, the **motion** carried 4 to 1 with Supervisor Altwein dissenting.

**DM 2 - Other Items**

Mr. Pickle had no further items.

**K. Supervisors' Requests**

Mr. Kenah, a resident of Presidential Cove, asked where the District was on the ability to lower the ponds if a fast moving storm were to come in our direction. Mr. Hayden responded by stating that his department watches the ponds and is still waiting to hear from FEMA on the grant money. Mr. Kenah asked Mr. Hayden what height were the ponds to which Mr. Hayden responded that by permit with the South Florida Water Management District the District is required to stay 6 inches above control and that the District has 72 hours prior to the storm arriving to get the levels down. Supervisor Altwein asked if any of the gates were automated and Mr. Hayden

responded that none were automated due to FEMA's restriction of not allowing the District to move forward with the project until the grant money is received.

Secretary Mancuso noted that he was not clear on the pay schedules for job descriptions and asked if they had been approved. Mr. Pickle responded that the job descriptions had been approved and the salaries were not brought to the Board. Mr. Pickle further noted that salaries and pay scales were approved through the budget.

Secretary Mancuso then asked whose seats were up for the upcoming election. Mr. Pierman noted that the Notice of Qualifying Period had recently been published in the St. Lucie News Tribune noting that Seats 1, 2 and 3 were up for election. He further noted that Secretary Mancuso's seat, Vice Chairman Child's seat and Chairman Cutler's seats were up for election. Secretary Mancuso disagreed with Mr. Pierman's slate and asked for clarification at the next meeting.

Supervisor Altwein stated that although he was not in attendance at the last meeting, he had heard that Mr. Hayden had attended the meeting even though he was on vacation at the time. Supervisor Altwein praised Mr. Hayden's dedication to the District.

Vice Chairman Child stated that he could not praise the staff enough for the quality of work on the budget, the resolutions and the day to day operations of the District. He further praised Mr. Pierman and Special District Services for their hard work on obtaining banks and rates for the benefit of the District and stated that he would like to see these accomplishments publicized prior to or in addition to information regarding the rate increase, noting that the majority of the public is not aware of all the hard work that goes into running the District.

#### **K. Adjournment**

There being no further business to come before the Board, Vice Chairman Child adjourned the Regular Board Meeting at 10:39 a.m.

Meeting Minutes Signature Page

\_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Secretary/Assistant Secretary

Date Approved \_\_\_\_\_

# *St. Lucie West Services District*

## **Board Agenda Item**

**Tuesday, June 15, 2010**

### **Item**

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**DA 1 Approval of Resolution 2010-06 Referendum Election to Establish Amount of Annual Compensation for Members of the Board of Supervisors.**

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**RESOLUTION NO. 2010-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ST. LUCIE WEST SERVICES DISTRICT ORDERING AND PROVIDING FOR THE HOLDING OF A REFERENDUM ELECTION TO DETERMINE IF THE ELECTORS OF THE ST. LUCIE WEST SERVICES DISTRICT APPROVE ESTABLISHING THE AMOUNT OF COMPENSATION FOR MEMBERS OF THE BOARD OF SUPERVISORS; PROVIDING FOR NOTICE OF THE REFERENDUM ELECTION; PROVIDING FOR PLACES OF VOTING, INSPECTORS, AND CLERKS; PROVIDING FOR AN OFFICIAL BALLOT; PROVIDING FOR ABSENTEE VOTING; PROVIDING FOR EARLY VOTING; PROVIDING FOR PRINTING OF BALLOTS; PROVIDING FOR THE REFERENDUM ELECTION PROCEDURE; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

**BE IT RESOLVED** by the Board of Supervisors (“Board”) of the St. Lucie West Services District (“District”), a community development district organized and existing in accordance with Chapter 190, Florida Statutes (“Act”), as follows:

**SECTION 1. AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to Section 190.006(8) of the Act and other applicable provisions of law.

**SECTION 2. FINDINGS.** The Board hereby finds and determines as follows:

A. Section 190.006(8) of the Act provides that each member of a board of supervisors of a community development district “shall be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the board of supervisors, not to exceed \$4,800 per year per supervisor, *or an amount established by the electors at referendum.*” (Emphasis supplied.)

B. The maximum annual compensation for service on a community development district board of supervisors provided by the first clause of Section 190.006(8) of the Act was last established in 1991. See Ch. 91-308, § 3, Laws of Fla. (enacted June 21, 1991). Since that time, the consumer price index (“CPI”), the most widely accepted measure of inflation, has risen from 136.0 (in June 1991) to 217.631 (as of March 2010). See U.S. Dept of Labor Bureau of Labor Statistics, Consumer Price Index—U.S. City Average—All Urban Consumers, Base Period 1982-1984. This rise in the CPI equates to an increase in consumer costs of 60.0 percent for the period June 1991 to March 2010.

C. Had the maximum annual compensation to members of a board of supervisors as provided by the first clause of Section 190.006(8) of the Act increased consistent with the CPI, each member currently would be entitled to receive not more than \$7,680 per year for his or her services.

D. Subject to approval by the electors of the District at a referendum held as provided in Section 190.006(8) of the Act, as partial adjustment for inflation since 1991, each member of this Board should be entitled to receive for his or her services the sum of \$6,000 per year, commencing January 1, 2011, subject to annual adjustment thereafter based on the Consumer Price Index—U.S. City Average—All Urban Consumers, Base Period 1982-1984, or such comparable successor index as may be established and published in the future.

**SECTION 3. ESTABLISHMENT OF ANNUAL COMPENSATION.** Subject to approval by the electors of the District at a referendum held as provided in Section 190.006(8) of the Act, each member of this Board shall be entitled to receive for his or her services the sum of \$6,000 per year, commencing January 1, 2011, subject to annual adjustment thereafter based on the Consumer Price Index—U.S. City Average—All Urban Consumers, Base Period 1982-1984, or such comparable successor index as may be established and published in the future.

**SECTION 4. REFERENDUM ELECTION ORDERED.** A referendum election is hereby ordered to be held in the District on November 2, 2010, to determine whether or not each member of the Board shall be entitled to receive for his or her services the sum of \$6,000 per year, commencing January 1, 2011, subject to annual adjustment thereafter based on the Consumer Price Index—U.S. City Average—All Urban Consumers, Base Period 1982-1984, or such comparable successor index as may be established and published in the future.

**SECTION 5. NOTICE OF REFERENDUM ELECTION.** The District Manager is hereby authorized and directed to place a notice of the referendum election in a newspaper of general circulation published in the District. The publication shall be made at least 30 days prior to the referendum and shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the referendum is deemed to be held. The notice of referendum shall be in substantially the form provided in the attached Exhibit A. This Resolution shall be published as a part of such notice.

**SECTION 6. PLACES OF VOTING; INSPECTORS AND CLERKS.** The polls will be open at the voting places on the date of the referendum election from 7:00 a.m. until 7:00 p.m. All qualified electors residing within the District shall be entitled and permitted to vote at the referendum election on the proposition provided in this Resolution. The places of voting and the inspectors and clerks of the referendum election shall be those designated by the Supervisor of Elections of St. Lucie County in accordance with law.

**SECTION 7. OFFICIAL BALLOT.** The ballots to be used in the referendum election shall contain a statement relating to the establishment of the amount of annual compensation for members of the Board of the District, and shall be in substantially the following form:

OFFICIAL BALLOT

St. Lucie West Services District  
Referendum Election – November 2, 2010

REFERENDUM TO ESTABLISH AMOUNT OF ANNUAL

## COMPENSATION FOR MEMBERS OF BOARD OF SUPERVISORS

Shall each member of the Board of Supervisors of the St. Lucie West Services District be entitled to receive for his or her services the sum of \$6,000 per year, commencing January 1, 2011, subject to annual adjustment thereafter based on the Consumer Price Index-U.S. City Average-All Urban Consumers?

\_\_\_ YES = FOR establishing annual compensation for Supervisors

\_\_\_ NO = AGAINST establishing annual compensation for Supervisors

**SECTION 8. ABSENTEE VOTING.** Adequate provision shall be made for absentee voters. The form of ballots to be used in the referendum election for absentee voters shall be the same as used in the polling places for the election.

**SECTION 9. EARLY VOTING.** Adequate provision shall be made for early voting, to begin 15 days before the referendum election and end on the second day before the referendum election. The form of ballots to be used in the referendum election for early voting shall be the same as used in the polling places for the election.

**SECTION 10. PRINTING OF BALLOTS.** The Supervisor of Elections of St. Lucie County is authorized and directed to have printed on plain white paper a sufficient number of the ballots for use of absentee electors and early voters entitled to cast ballots in the referendum election; to have printed sample ballots and deliver the sample ballots to the inspectors and clerks on or before the date and time for opening of the polls for the referendum election; and to make appropriate arrangements for the conduct of the election at the polling places specified.

**SECTION 11. REFERENDUM ELECTION PROCEDURE.** The Supervisor of Elections of St. Lucie County shall hold, administer, and conduct the referendum election in the manner prescribed by law for holding elections in the District. Returns shall show the number of qualified electors who voted at the referendum election on the proposition and the number of votes cast respectively for and against approval of the proposition. The returns shall be canvassed in accordance with law.

**SECTION 12. SEVERABILITY.** In the event that any word, phrase, clause, sentence, or paragraph of this Resolution shall be held invalid by any court of competent jurisdiction, such holding shall not affect any other word, clause, phrase, sentence, or paragraph.

**SECTION 13. REPEALING CLAUSE.** All Resolutions in conflict or inconsistent with this Resolution are repealed insofar as there is conflict or inconsistency.

**SECTION 14. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption.

**ADOPTED** at a Regular Meeting of the Board of Supervisors the 1<sup>st</sup> day of June, 2010, with a quorum present and voting.

**ST. LUCIE WEST SERVICES DISTRICT**

[SEAL]

By: \_\_\_\_\_  
Harvey Cutler, Chair  
Board of Supervisors

ATTEST:

\_\_\_\_\_  
Sal Mancuso, Secretary  
Board of Supervisors

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Daniel B. Harrell, Attorney  
Board of Supervisors  
St. Lucie West Services District



**EXHIBIT A**

**NOTICE OF REFERENDUM ELECTION IN THE ST. LUCIE WEST SERVICES DISTRICT, PORT ST. LUCIE, FLORIDA, ON NOVEMBER 2, 2010**

**NOTICE IS HEREBY GIVEN THAT A REFERENDUM ELECTION** will be held on November 2, 2010, in the St. Lucie West Services District, Port St. Lucie, Florida, for the purpose of determining whether or not the electors in the St. Lucie West Services District approve establishing the amount of annual compensation paid to each member of the Board of Supervisors of the District for his or her services as the sum of \$6,000 per year, commencing January 1, 2011, subject to annual adjustment thereafter based on the Consumer Price Index-U.S. City Average-All Urban Consumers; all as more specifically described and provided in a Resolution of the Board of Supervisors of the St. Lucie West Services District, adopted \_\_\_\_\_, 2010, and published below.

The polls will be open at the voting place on the date of the referendum election from 7:00 a.m. until 7:00 p.m., absentee voting will be available for the referendum election, and early voting will begin 15 days before the referendum election and end on the second day before the referendum election, all as provided in the Resolution published below.

All qualified electors residing within the St. Lucie West Services District shall be entitled, qualified, and permitted to vote at the referendum election.

[Insert form of Resolution]

**ST. LUCIE WEST SERVICES DISTRICT**

By: \_\_\_\_\_  
Harvey Cutler, Chair  
Board of Supervisors

## **Board Agenda Item** **Tuesday, June 15, 2010**

### **Item**

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### **CA 1 Monthly Report on Public Works Operations**

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#### **Summary**

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This report is provided for your review and information as an update on the monthly Public Works operations.

#### Irrigation

- Irrigation distribution system is running at optimal performance.
- Still seeing some pressure drops during the night as commercial properties come on line, other factors are abusers of the system. Pressure drops usually occur after midnight.
- Although the District has gone back to two days a week for irrigation, be reminded that we are still under SFWMD restrictions. The system will not go back to three days a week.
- We have seen some of the commercial property running out of time to irrigate and we are working on a improved schedule for them.
- Work orders are down for irrigation.
- We are working to update the wells that will be used for irrigation if we get into a drought situation in the Summer time.
- Homeowners are running out of scheduled time drops pressure.

#### Lakes

- The drainage system worked good during the rain.
- We are moving water from some of the lakes to the IQ pond for irrigation before it leaves the project.
- When it rains the lakes rise and we try to store the water in other lakes for future use.
- Lake levels are up due to the rain.
- 

#### Aquatics

- Continue to spray when weather allows for it
- Algae blooms and Shedding Tapegrass are an issue now, due to the warm weather
- Lake levels are low. Rain is needed
- We will be starting to GPS all lakes and enter them into the SEMS software
- Harvester is in full swing with the Tapegrass

#### Preserves

- The Preserves team is working in Heatherwood
- We have been receiving complaints about overgrown pepper trees hanging over on homeowners property work orders have been issued and we are tending to these as quick as possible.
- We also have a contractor doing some of the Preserves in the commercial area so our team can work the residential areas.

#### Maintenance

- The maintenance team continues mowing, edging, trimming, weed eating, and picking up trash along the following areas: lift stations, pump stations, lakes, banks, control gates, around the SLW area signs, I-95, wells, SLWSD compound, ditches, and canals.

#### Signs

- No new report.

#### Vac Con & Camera

- The Video Ray Camera has been efficient and working out well in finding cracked, blocked, and broken pipes.
- All lake to lake pipes located in the District have been inspected.
- We are also using the camera to look at pipes, screens, pumps, & wet wells at irrigation pump stations.
- The Vac Con is being used to clean storm drains and to clean out pipes for repair.

# *St. Lucie West Services District*

## **Board Agenda Item**

**Tuesday, June 15, 2010**

### **Item**

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#### **CA 2 Monthly Report on Utilities Operations**

### **Summary**

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This report is provided for your review and information as an update on the day-to-day Utilities operations of the St. Lucie West Services District, and will be provided once a month.

# St. Lucie West Services District Monthly Utilities Operations Report

**Summary**

**ERC Water/Wastewater Update**

**WATER**

<u>Commercial Accounts</u>	422	
<u>Residential Accounts</u>	6312	
Total Plant Capacity Based on 3.4 MGD	13,600.00	ERC's (Factor 250 gpd)
Sold prior to October 2009 including the Reserve	10,305.06	ERC's
The Reserve Commitment for 2009	1,300.00	ERC's
Available Water ERC as of October 1st	3,294.94	
Sold in FY 2009-2010 (see water table below)	2.12	ERC's
<b>Total Remaining Capacity for Water</b>	<b>3,292.82</b>	

WATER		RESIDENTIAL	COMMERCIAL	THE RESERVE	WATER FEES COLLECTED
ERC's sold in	Oct-09	0	0.44	200	\$ 248,129.48
ERC's sold in	Nov-09	0	0.34	0	\$ 878.23
ERC's sold in	Dec-09	0	0.34	0	\$ 877.36
ERC's sold in	Jan-10	0	0	0	\$ -
ERC's sold in	Feb-10	0	0	0	\$ -
ERC's sold in	Mar-10	0	0	0	\$ -
ERC's sold in	Apr-10	0	0	0	\$ -
ERC's sold in	May-10	0	1	0	\$ 2,595.00
ERC's sold in	Jun-10	0	0	0	\$ -
ERC's sold in	Jul-10	0	0	0	\$ -
ERC's sold in	Aug-10	0	0	0	\$ -
ERC's sold in	Sep-10	0	0	0	\$ -
<b>Total Water ERC's sold for FY 2009-10</b>		<b>0</b>	<b>2.12</b>	<b>200</b>	<b>\$ 252,480.07</b>

**WASTEWATER**

<u>Commercial Accounts</u>	408	
<u>Residential Accounts</u>	6271	
Total Plant Capacity Based on 2.0 MGD	10,000.00	ERC's (Factor 200 gpd)
Sold prior to October 2009 including the Reserve	10,478.61	ERC's
The Reserve Commitment for 2009	1,100.00	ERC's
Available Wastewater ERC as of October 1st	-478.61	
Sold in FY 2009-2010 (see wastewater table below)	2.12	ERC's
<b>Total Remaining Capacity for Wastewater</b>	<b>-480.73</b>	

WASTEWATER		RESIDENTIAL	COMMERCIAL	THE RESERVE	WASTEWATER FEES COLLECTED
ERC's sold in	Oct-09	0	0.44	0	\$ 870.52
ERC's sold in	Nov-09	0	0.34	0	\$ 676.82
ERC's sold in	Dec-09	0	0.34	0	\$ 676.64
ERC's sold in	Jan-10	0	0	0	\$ -
ERC's sold in	Feb-10	0	0	0	\$ -
ERC's sold in	Mar-10	0	0	0	\$ -
ERC's sold in	Apr-10	0	0	0	\$ -
ERC's sold in	May-10	0	1	0	\$ 2,000.00
ERC's sold in	Jun-10	0	0	0	\$ -
ERC's sold in	Jul-10	0	0	0	\$ -
ERC's sold in	Aug-10	0	0	0	\$ -
ERC's sold in	Sep-10	0	0	0	\$ -
<b>Total Wastewater ERC's sold for FY 2009-10</b>		<b>0</b>	<b>2.12</b>	<b>0</b>	<b>\$ 4,223.98</b>

New Commercial Connections in May:

1.00 New ERC for May (Westport Shoppes)

# St. Lucie West Services District Monthly Utilities Operations Report

May-10

## Water Treatment Facility

- Total finished water produced for May was
- The finished water produced for the previous twelve months was
- The average daily flow of finished water for May was
- The annual average daily flow of finished water for May was
- The three month average daily flow of finished water for May was
- The Water Treatment Plant capacity is operating at
- The Water Plant Annual withdrawal capacity per SFWMD WUP is at

44.62	mg
520.36	mg
1.439	mg
1.43	mg
1.46	mg
42.3%	
79.7%	

## Water Treatment Plant Projects for May:

- Finalized the 2 mg tank re-commission project
- Finalized the high service pump generator and fuel tank project.
- CPH is evaluating the final report from Jaws to finalize the WTP odor control project

## Wastewater Treatment Facility

- Total Influent Wastewater flow for May was
- Total Effluent Wastewater flow for May was
- The average daily flow of Influent Wastewater for May was
- The average daily flow of Effluent Wastewater for May was
- The annual average daily flow of Influent treated for May was
- The three month average daily flow of Influent treated for May was
- The Wastewater Plant capacity is operating at

41.25	mg
37.45	mg
1.33	mg
1.21	mg
1.30	mg
1.47	mg
73.6%	

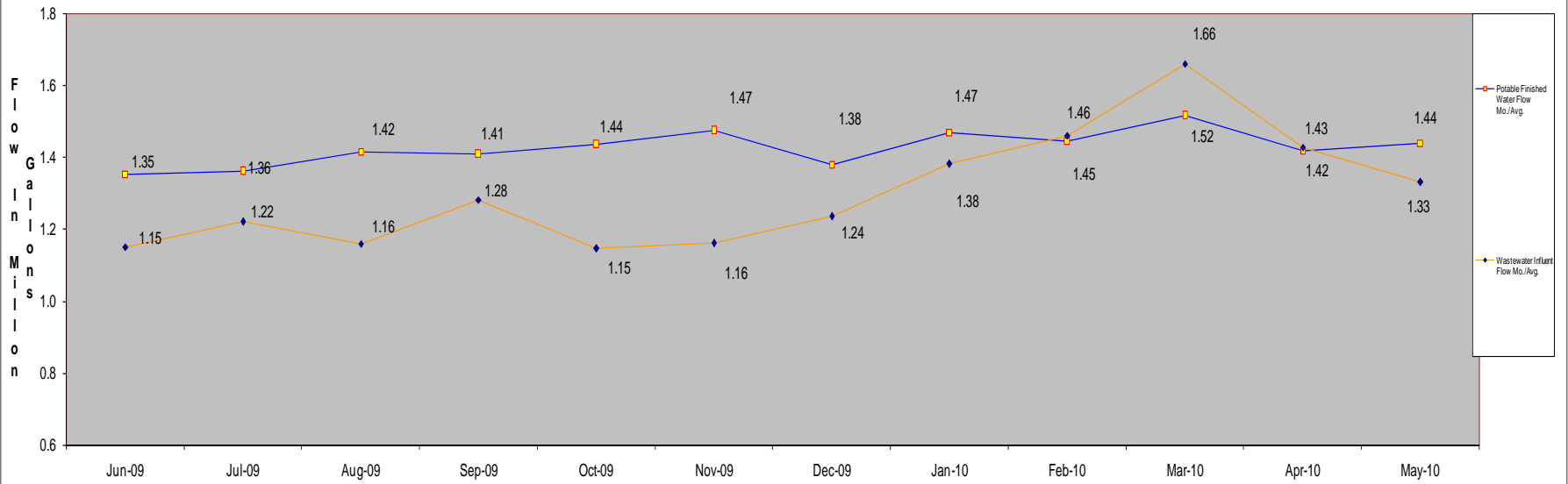
## Wastewater Treatment Plant Projects for May:

- TLC finished installing the grating for the new WWTF Odor Control Project
- Finalized the #1 effluent pump pit project
- ICI are in the final stages of programming for Phase II of the WWTF SCADA project
- Minutemen Inc. worked on the handrail replacement project at the WWTF.

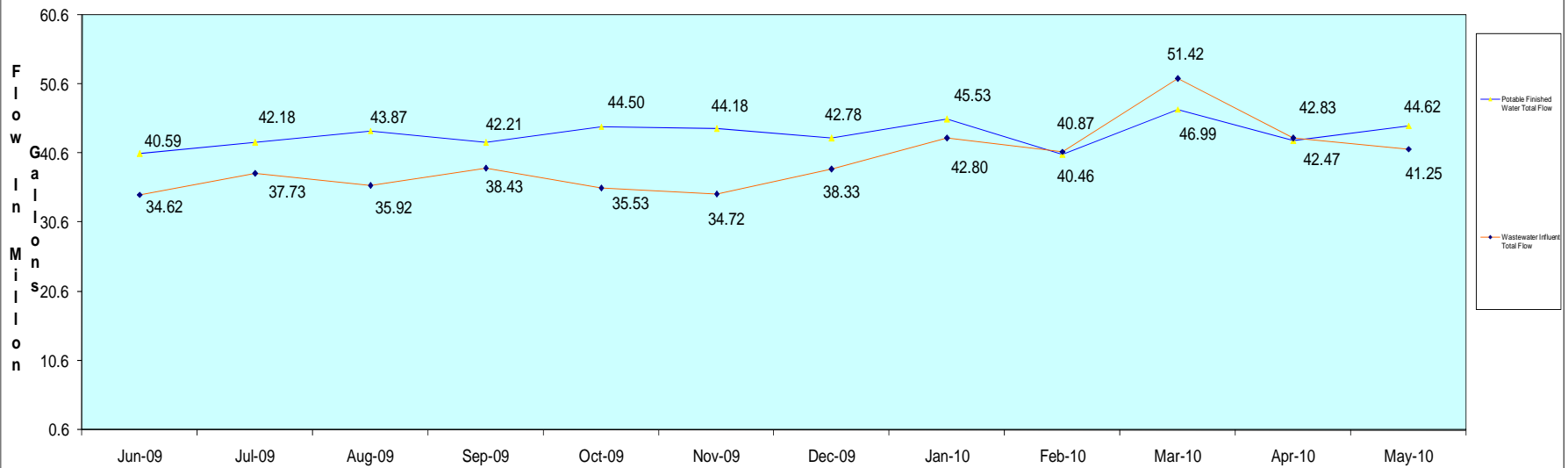
## Underground Utilities Field Work

28	Locates were performed throughout the District.
35	Water meter turn-on's were completed
19+1	Misc. Work-orders for IQ systems (close valves, check for leaks)
44	Lock-off's for non payment
27	Lock-off's per customer request
63	Work-orders to turn on new service
15	Temporary lock-off's per customer request
1	Turn-ons from temporary lock-off's per customer request
12	Potable water leaks were repaired on the District side of meter.
7	Dispatched to potable water leaks on the customer side of the meter.
29	Dispatched to locations of reported water leaks where we could not find a leak.
1	Compliant Logs (Sod replacement, water quality or pressure)
0	Work orders for sewer problem, on the District side.
0	Work orders for sewer problem, on the customer side.
58	Work orders for sewer cleanout repair.
47	Water meters tested; <span style="border: 1px solid black; padding: 2px;">14</span> Changed out due inaccuracy .
9	Water meter replacement (lens issues or damaged)
1	Work-orders for meter box lid replacement.
4	Work-orders for meter box broken replacement.
0	Work-order for curb stop replacement
0	Irrigation areas measured.
6	Work-orders to remove bees from meter boxes.
0	Install temp fire hydrant meters.
0	Blue road reflectors replaced for fire hydrant locations.
0	Fire Hydrants raised
9	Valve pads Repaired/Replaced throughout the District.
X	Lift station checked three times a week.
X	Continued flushing program.
X	Read residential and commercial water meters.
X	Performed routine maintenance on lift station panels.
X	Lift stations & manholes cleaned with Vac truck.
X	ICI worked on the programming of the lift station telemetry project.

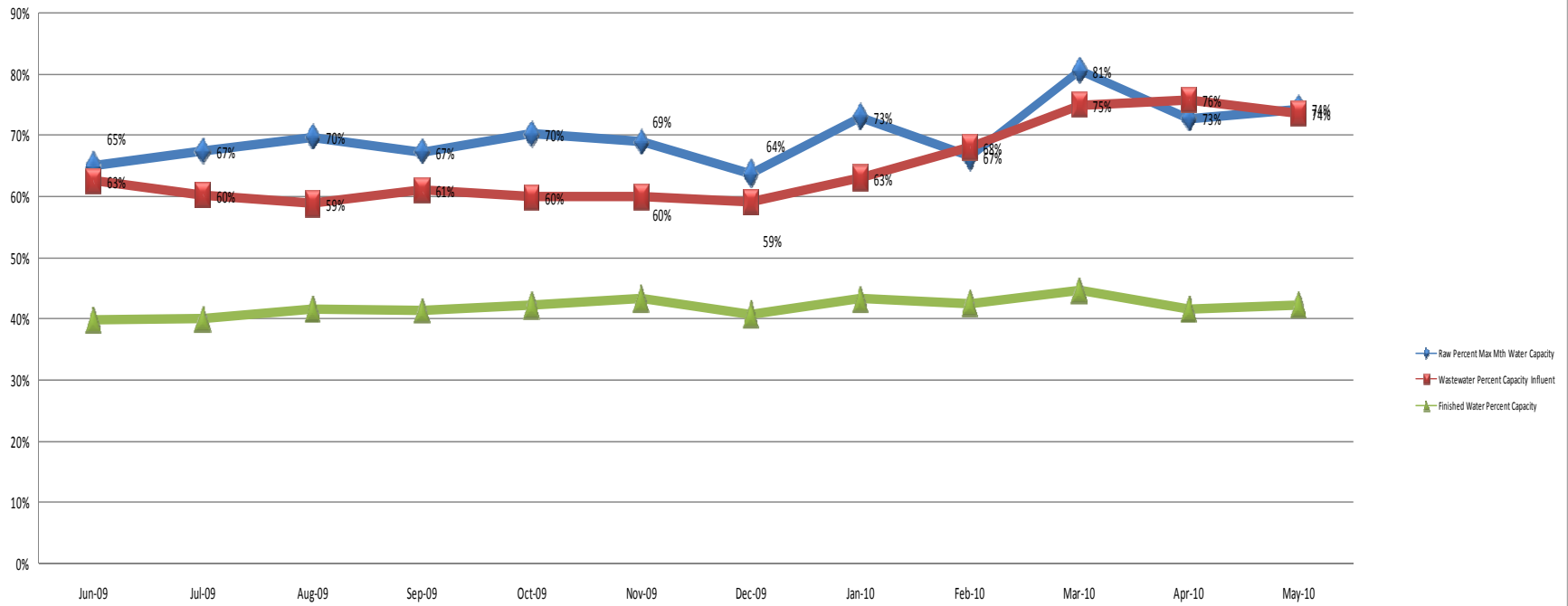
**St. Lucie West Services District  
Water & Wastewater Average Daily Flows**



**St. Lucie West Services District  
Water & Wastewater Monthly Total Flows**



### St. Lucie West Services District Water and Wastewater Percent Capacity



	Jun-09	Jul-09	Aug-09	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Feb-10	Mar-10	Apr-10	May-10
Raw Percent Max Mth Water Capacity	65%	67%	70%	67%	70%	69%	64%	73%	67%	81%	73%	74%
Wastewater Percent Capacity Influent	63%	60%	59%	61%	60%	60%	59%	63%	68%	75%	76%	74%
Finished Water Percent Capacity	40%	40%	42%	41%	42%	43%	41%	43%	43%	45%	42%	42%



# *St. Lucie West Services District*

## **Board Agenda Item**

**Tuesday, June 15, 2010**

### **Item**

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#### **CA 3 Monthly Report on Capital Improvement Projects**

#### **Summary**

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This report is provided for your review and information as an update on the Capital Improvement Projects for the St. Lucie West Services District, and will be provided once a month.

Santis Engineering completed the Lift Station Telemetry Project;

Florida Environmental Inc. completed the 2 mg tank re-commission project

Paragon Electric completed the high service pump standby power project/aboveground fuel tank project

TLC installed the aluminum grating and Biorem Odor system working at the WWTF

RK Contractors completed the #1 effluent pump pit project

ICI completed Phase II of the WWTF SCADA project

ICI worked on the programming for the Lift Station Telemetry Project

CPH evaluating the final report from JAWS related to the Odor control project at the WTP and will prepare their report.

RK Contractors started work on the Lift Station rehabilitation projects

Arcadis/Staff working on the redesign for Magnolia Lakes Irrigation pump station

Minuteman worked on the handrail project at the WWTF

Armadillo Construction started work on the Storm water berm project

## PROJECT TRACKER - St Lucie West Services District

Project No.	Project Engineer	Project Manager	Contractor / Vendor	Approved Capital Budget Funds in Dollars	Encumbered / Actual Cost of Project in Dollars	Available 2009/10 Budget	Projected Completion	Project	Sep-2009	Oct-2009	Nov-2009	Dec-2009	Jan-2010	Feb-2010	Mar-2010	Apr-2010	May-2010	Jun-2010	Jul-2010	Aug-2010	Sep-2010		
WM003	Arcadis	Rlawson/Bhayden	American Engineering	1,380,000	178,000	1,202,000	0%	Storm Water Gate Upgrade															
WM004	Arcadis	Rlawson/Bhayden		300,000	35,000	265,000	0%	4a & 4b Structure Upgrade															
WM005	Arcadis	Rlawson/Bhayden		200,000	46,500	153,500	0%	Perimeter Berm															
WM006	Arcadis	Rlawson/Bhayden		400,000	-	400,000	2%	Irrigation Ph 1 -New Pump Station Mag Lakes															
SG004		Rlawson/Bhayden		200,320	35,420	164,900	0%	Office Building Expansion - Remodeling															
SW001	CPH	DP	CPH	206,000	31,000	175,000	0%	Lift Station renewal & replacement															
SW006	ICI	DP	Santis Eng	817,688	817,688	-	100%	Lift Station Telemetry															
SW021	AGM	DP	TLC Diversified	304,717	304,717	-	99%	Odor Control Unit for WWTF															
SW022	ICI	DP	ICI	136,029	75,726	60,303	99%	SCADA Implementation WWTF															Phase II in progress
SW032	AGM	BH	N/A	59,050	24,050	35,000	0%	Irrg Ph 1 - Design and construction, Engineering services and contingency															
SW034	AGM	BH	ICI	10,000	8,812	1,188	100%	Irrig Ph 2 - Install new computer logic at Surficial wells															
SW035	AGM	BH	ICI	30,000	14,857	15,143	100%	Irrig Ph 2 - Replace Control Software & Server															
SW036	AGM	BH	N/A	10,000	-	10,000	0%	Irrg Ph 2 - Design and construction, Engineering services and contingency															
SW037		DP		100,000	1,750	98,250	0%	Emergency Renewal and Replacement Projects															Offset SW039
SW039	CPH	DP	RK Cont.	140,000	140,000	-	100%	Effluent #1 Rehabilitation															
SW041	CPH	DP	Paragon Elect.	180,000	180,000	-	100%	Above Ground Diesel Tank															
SW043	CPH	DP	Fla. Env.	415,499	205,809	209,690	100%	Recommission Potable Water Tank															
SW047		DP		35,000	-	35,000	0%	Structural Repairs Manholes															
SW049		DP		104,000	-	104,000	0%	Protective Coating Manholes															
SW050		DP		50,000	-	50,000	0%	WTP Grounding System Improvements															
SW052		DP		40,000	-	40,000	0%	UGU-Storage Building															
SW053		BH		11,525	-	11,525	0%	Billing Check Sorting & Posting Machine															
SW054	CPH	DP		250,000	48,500	201,500	2%	Odor Control Unit for WTP															
SW057		DP		41,600	-	41,600	0%	Portable Generator															
SW058	CPH	DP	Paragon Elect.	250,000	188,467	61,533	100%	Generator for High Service Pumps															
SW059		BH		10,000	2,110	7,890	0%	Irrigation In-line flow meter for surficial wells															
SW061		DP		520,000	-	520,000	0%	Membrane Filter Replacement															
SW063		DP		1,200	-	1,200	0%	New Meters															
SW064		DP		15,000	7,259	7,741	0%	Replacement Meters															
SW069	AGM	BH	Inhouse	75,000	-	75,000	0%	Irrigation Ph 1 -Improve Existing WWTP Pump Station															
SW070		DP		50,000	-	50,000	50%	WWTF Handrail Replacement															
<b>Total</b>				<b>\$ 4,062,628</b>	<b>2,086,165</b>	<b>1,976,463</b>																	

Available budget amounts listed in **RED** are over Budget  
 Available budget amounts listed in **Blue** are Under Budget

TOTAL PROJECTS IN PROGRESS OR COMPLETE	16	14	15	15	15	18	18	18	18	0	0	0	0
PROJECTS IN DESIGN PHASE	5	5	6	6	6	6	6	3	3				
PROJECTS IN BID PHASE	2			0	0	3	3	5	3				
PROJECTS IN CONSTRUCTION PHASE	8	8	8	7	7	6	6	3	5				
PROJECTS COMPLETED	1	1	1	2	2	3	3	7	7				
MAINTENANCE PROJECTS													

# St. Lucie West Services District

## Board Agenda Item

Tuesday, June 15, 2010

### Item

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#### CA 4 Monthly Reports on Billing and Customer Service

#### Summary

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This report is provided for your review and information as an update on the monthly Billing and Customer Service Operations.

The following are the totals from the accounts receivable reports for the **May** billing cycle.

1. Actual Consumption

Sewer	29,067,850 mg
Water	29,272,290 mg

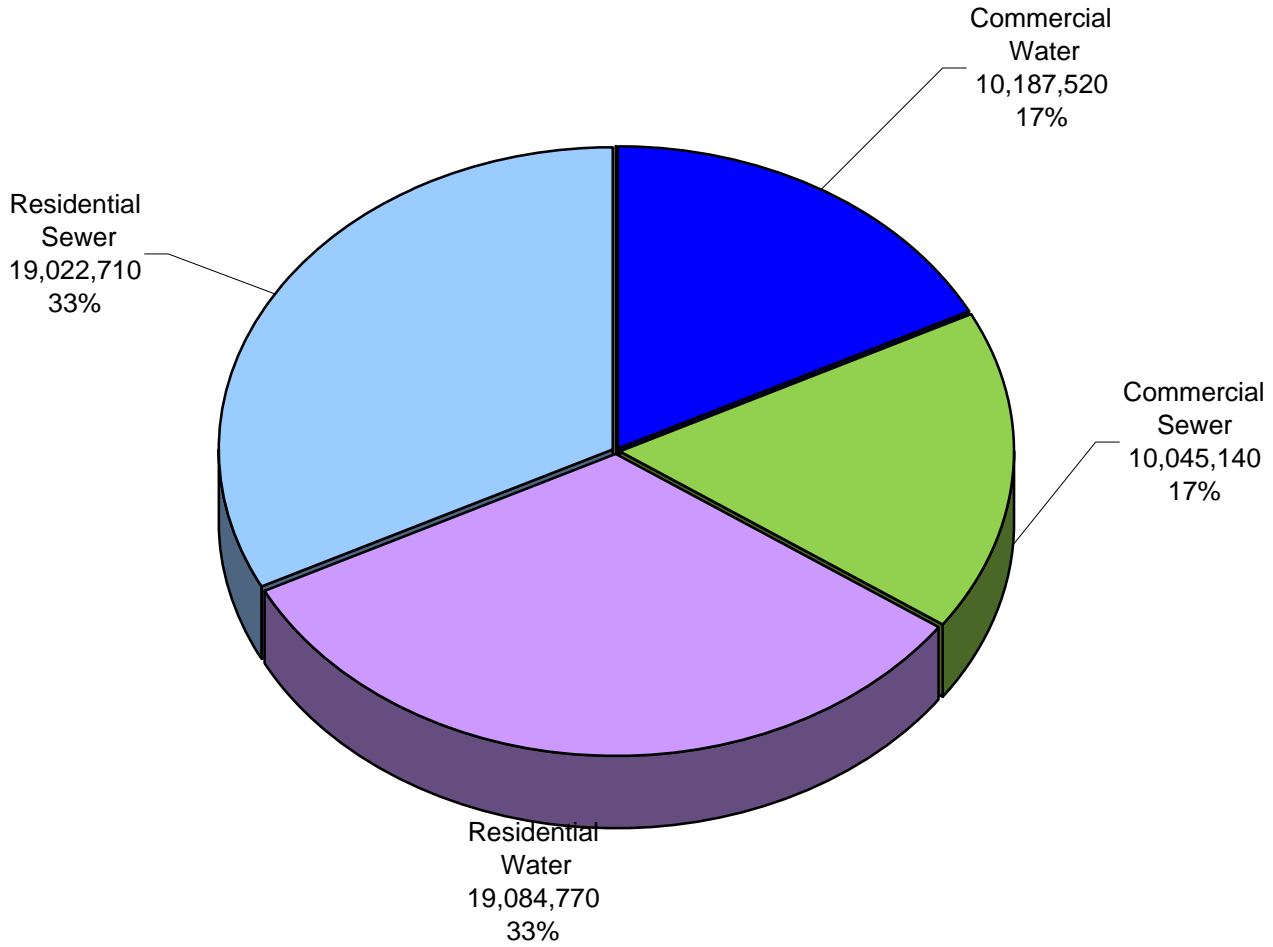
2. Revenue

Total Water	\$ 232,717.05
Total Sewer	\$ 273,259.79
Total Irrigation	\$ 149,218.15

3. Billing

Total Water	6,734
Total Sewer	6,679
Total Irrigation	6,438

**Actual Consumption  
May 2010**

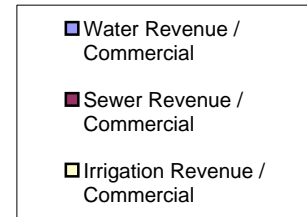
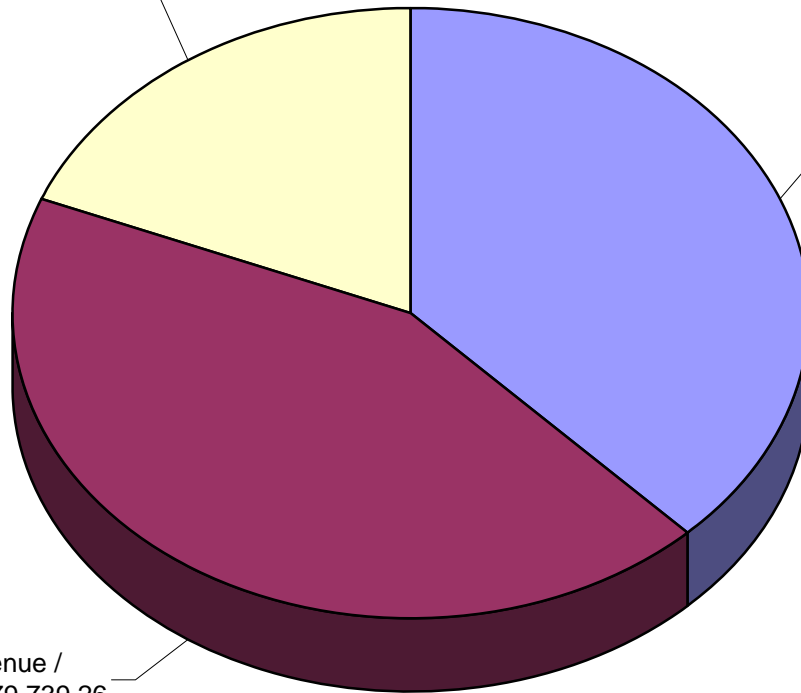


**Billing Revenue  
May 2010  
Commercial Revenue  
\$184,410.93**

Irrigation Revenue /  
Commercial, \$34,809.76

Water Revenue /  
Commercial, \$69,861.91

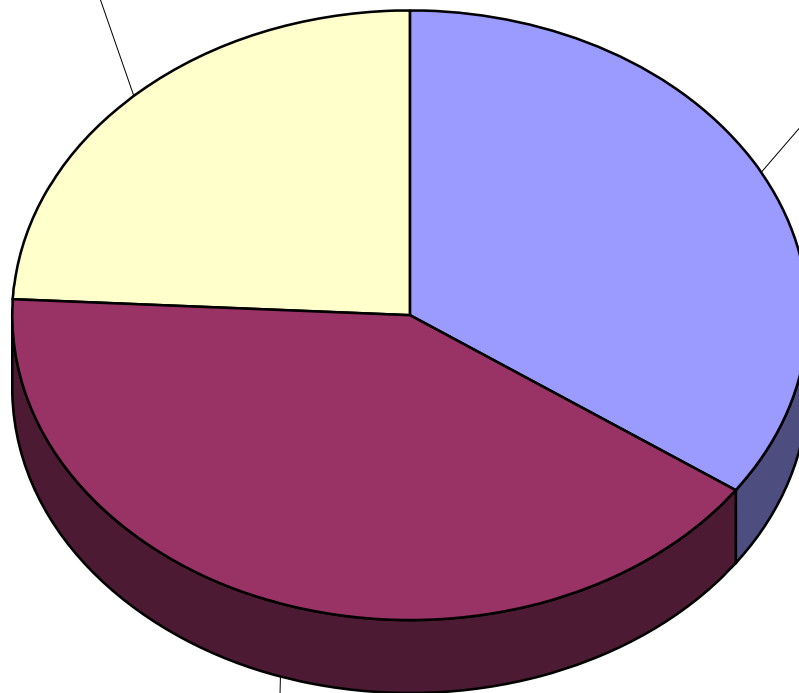
Sewer Revenue /  
Commercial , \$79,739.26



**Billing Revenue  
May 2010  
Residential Revenue  
\$470,784.06**

Irrigation Revenue /  
Residential, \$114,408.39

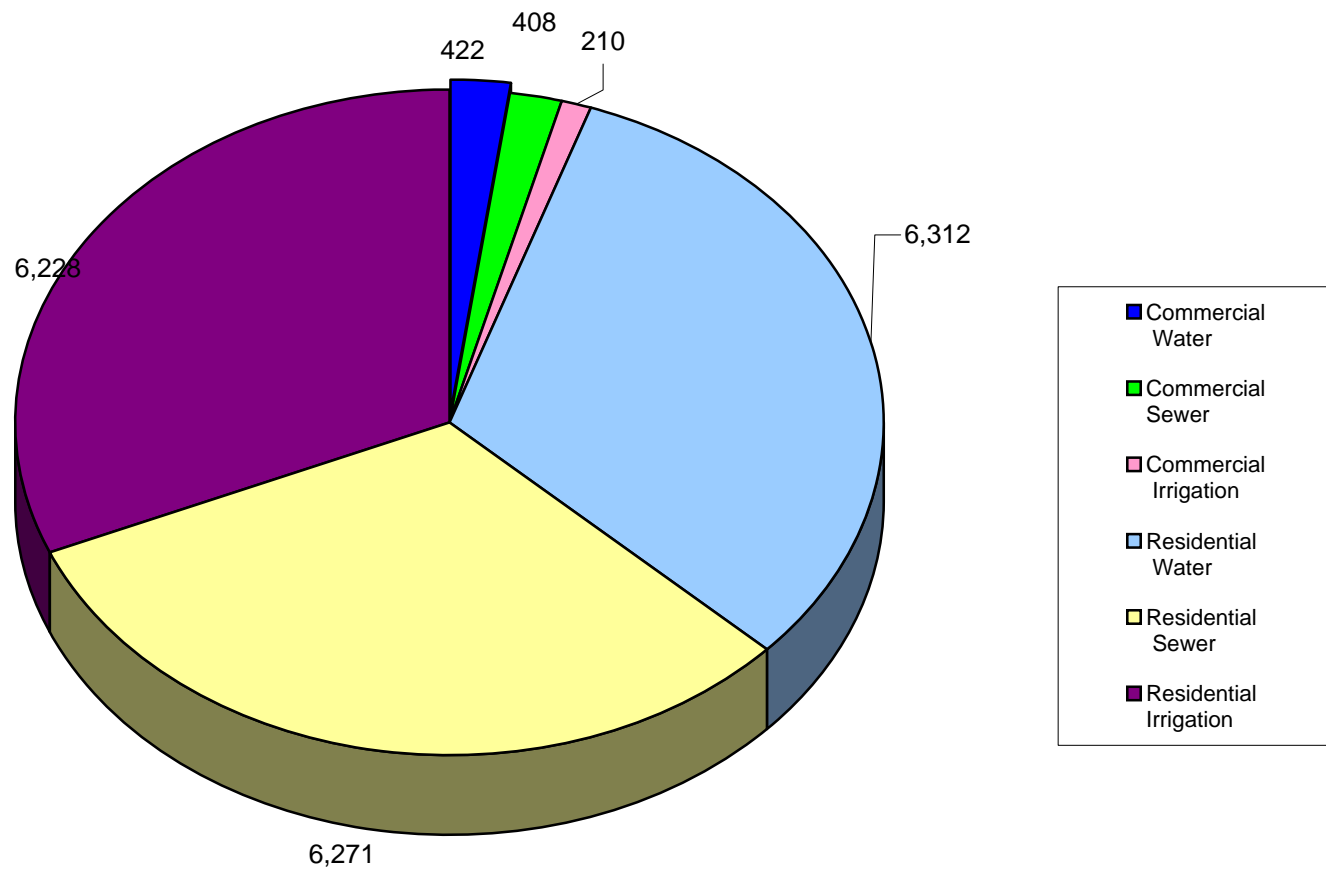
Water Revenue / Residential,  
\$162,855.14



- Water Revenue / Residential
- Sewer Revenue / Residential
- Irrigation Revenue / Residential

Sewer Revenue / Residential,  
\$193,520.53

Revenue Class Billing Count  
May 2010





**ST LUCIE WEST**  
SERVICES DISTRICT

Monthly Revenue Form

Month/Year     MAY         2010    

Date		Total Deposit / Daily	Date		Total Deposit / Daily
<b>Mon</b>	<u>5/3/2010</u>	<u>\$68,287.60</u>	<b>Mon</b>	<u>5/24/2010</u>	<u>\$160,424.11</u>
<b>Tues</b>	<u>5/4/2010</u>	<u>\$34,230.04</u>	<b>Tues</b>	<u>5/25/2010</u>	<u>\$61,887.96</u>
<b>Wed</b>	<u>5/5/2010</u>	<u>\$45,032.67</u>	<b>Wed</b>	<u>5/26/2010</u>	<u>\$9,567.58</u>
<b>Thur</b>	<u>5/6/2010</u>	<u>\$18,064.28</u>	<b>Thur</b>	<u>5/27/2010</u>	<u>\$22,985.79</u>
<b>Fri</b>	<u>5/7/2010</u>	<u>\$7,306.83</u>	<b>Fri</b>	<u>5/28/2010</u>	<u>\$25,798.51</u>
<b>Total - Week</b>		<b>\$172,921.42</b>	<b>Total - Week</b>		<b>\$280,663.95</b>
<b>Mon</b>	<u>5/10/2010</u>	<u>\$18,629.02</u>	<b>Mon</b>	<u>5/31/2010</u>	<u>\$0.00</u>
<b>Tues</b>	<u>5/11/2010</u>	<u>\$5,095.00</u>	<b>Tues</b>	<u>                    </u>	<u>                    </u>
<b>Wed</b>	<u>5/12/2010</u>	<u>\$10,408.86</u>	<b>Wed</b>	<u>                    </u>	<u>                    </u>
<b>Thur</b>	<u>5/13/2010</u>	<u>\$5,104.67</u>	<b>Thur</b>	<u>                    </u>	<u>                    </u>
<b>Fri</b>	<u>5/14/2010</u>	<u>\$14,097.38</u>	<b>Fri</b>	<u>                    </u>	<u>                    </u>
<b>Total - Week</b>		<b>\$53,334.93</b>	<b>Total - Week</b>		<b>\$0.00</b>
<b>Mon</b>	<u>5/17/2010</u>	<u>\$49,272.11</u>	<b>Total Month Revenue</b>		<b>\$691,492.11</b>
<b>Tues</b>	<u>5/18/2010</u>	<u>\$59,181.65</u>			
<b>Wed</b>	<u>5/19/2010</u>	<u>\$34,535.38</u>			
<b>Thur</b>	<u>5/20/2010</u>	<u>\$27,222.96</u>			
<b>Fri</b>	<u>5/21/2010</u>	<u>\$14,359.71</u>			
<b>Total - Week</b>		<b>\$184,571.81</b>			



**ST. LUCIE WEST SERVICES DISTRICT MAY 2010 REVENUE**

<i>May 2010 / DAY</i>	<i>Regular Payments</i>	<i>Deposits</i>	<i>ERC's</i>	<i>Bulk Water</i>	<i>Reserves</i>	<i>Meter Set Fees</i>	<i>Meter Service Fee</i>	<i>Misc.</i>	<i>Total Monthly Revenue</i>	<i>NSF'S</i>
<b>3</b>	\$ 66,867.60	\$ 800.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ 20.00	\$ -	<b>\$ 68,287.60</b>	\$ -
<b>4</b>	\$ 34,230.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 34,230.04</b>	\$ -
<b>5</b>	\$ 44,922.67	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10.00	<b>\$ 45,032.67</b>	\$ -
<b>6</b>	\$ 17,514.28	\$ 400.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	<b>\$ 18,064.28</b>	\$ 484.62
<b>7</b>	\$ 7,106.83	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 7,306.83</b>	\$ -
<b>10</b>	\$ 18,229.02	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 18,629.02</b>	\$ -
<b>11</b>	\$ -	\$ 500.00	\$ 4,595.00	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 5,095.00</b>	\$ -
<b>12</b>	\$ 10,208.86	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 10,408.86</b>	\$ 291.96
<b>13</b>	\$ 4,703.87	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.80	<b>\$ 5,104.67</b>	\$ -
<b>14</b>	\$ 13,697.38	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 14,097.38</b>	\$ -
<b>17</b>	\$ 48,972.11	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 49,272.11</b>	\$ -
<b>18</b>	\$ 24,008.58	\$ 700.00	\$ -	\$ -	\$ 34,473.07	\$ -	\$ -	\$ -	<b>\$ 59,181.65</b>	\$ 371.18
<b>19</b>	\$ 33,925.38	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ 10.00	\$ -	<b>\$ 34,535.38</b>	\$ -
<b>20</b>	\$ 26,722.96	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 27,222.96</b>	\$ -
<b>21</b>	\$ 14,059.71	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 14,359.71</b>	\$ -
<b>24</b>	\$ 160,124.11	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 160,424.11</b>	\$ 149.46
<b>25</b>	\$ 61,587.96	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 61,887.96</b>	\$ -
<b>26</b>	\$ 9,067.58	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 9,567.58</b>	\$ 212.34
<b>27</b>	\$ 22,371.07	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14.72	<b>\$ 22,985.79</b>	\$ -
<b>28</b>	\$ 25,598.51	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	<b>\$ 25,798.51</b>	\$ 131.16
<b>TOTALS</b>	<b>\$ 643,918.52</b>	<b>\$ 7,100.00</b>	<b>\$ 4,595.00</b>	<b>\$ 450.00</b>	<b>\$ 34,473.07</b>	<b>\$ 900.00</b>	<b>\$ 30.00</b>	<b>\$ 25.52</b>	<b>\$ 691,492.11</b>	<b>\$ 1,640.72</b>

**ST. LUCIE WEST SERVICES DISTRICT**  
**Accounts Receivable - Summary**

From: 5/3/2010 Through: 5/28/2010

<b>Adjustment</b>	<b>Amount</b>	<b>Consumption</b>	<b>Balance</b>
			\$277,470.55
IRRIGATION Charge	\$(1,962.41)	0.00	\$275,508.14
IRRIGATION Delinquency	\$(214.75)	0.00	\$275,293.39
IRRIGATION Service Open Credit	\$(3,285.81)	0.00	\$272,007.58
IRRIGATION Transfer	\$(103.09)	0.00	\$271,904.49
SEWER Charge	\$(4,334.81)	-296,657.00	\$267,569.68
SEWER Delinquency	\$(287.64)	0.00	\$267,282.04
SEWER Service Open Credit	\$(2,489.88)	0.00	\$264,792.16
SEWER Transfer	\$(206.14)	0.00	\$264,586.02
WATER Charge	\$(2,308.50)	-115,650.00	\$262,277.52
WATER Delinquency	\$(285.80)	0.00	\$261,991.72
WATER Service Open Credit	\$(1,967.07)	0.00	\$260,024.65
WATER Transfer	\$(132.00)	0.00	\$259,892.65
<b>Total Adjustment</b>	<b>\$(17,577.90)</b>		

<b>Charge</b>	<b>Minimum</b>	<b>Overage</b>	<b>Consumption</b>	<b>Bills</b>	<b>Total</b>		
IRRIGATION Charge	\$147,726.77	\$1,491.38	6,779,000.00	Gallon	6,438	\$149,218.15	\$409,110.80
SEWER Charge	\$161,056.75	\$112,203.04	29,067,850.00	Gallon	6,679	\$273,259.79	\$682,370.59
WATER Charge	\$131,142.18	\$101,574.87	29,272,290.00	Gallon	6,734	\$232,717.05	\$915,087.64
<b>Total Charge</b>	<b>\$439,925.70</b>	<b>\$215,269.29</b>				<b>\$655,194.99</b>	

<b>Delinquency</b>	<b>Amount</b>	
IRRIGATION Penalty	\$1,109.11	\$916,196.75
SEWER Penalty	\$2,925.27	\$919,122.02
WATER Penalty	\$2,118.00	\$921,240.02
WATER Shutoff	\$1,025.00	\$922,265.02
<b>Total Delinquency</b>	<b>\$7,177.38</b>	

<b>Deposit Applied</b>	<b>Amount</b>	
IRRIGATION Charge	\$(839.92)	\$921,425.10
IRRIGATION Delinquency	\$(20.88)	\$921,404.22
IRRIGATION Transfer	\$(18.45)	\$921,385.77
SEWER Charge	\$(1,375.61)	\$920,010.16
SEWER Delinquency	\$(29.63)	\$919,980.53
SEWER Transfer	\$(39.17)	\$919,941.36
WATER Charge	\$(1,385.97)	\$918,555.39
WATER Delinquency	\$(121.58)	\$918,433.81
WATER NSF Fee	\$(25.06)	\$918,408.75
WATER Open Credit	\$(4,131.19)	\$914,277.56
WATER Transfer	\$(12.54)	\$914,265.02
<b>Total Deposit Applied</b>	<b>\$(8,000.00)</b>	

Misc Chrg.	Amount	
IRRIGATION (1Q2)	\$200.00	\$914,465.02
IRRIGATION (BKCHG)	\$103.09	\$914,568.11
IRRIGATION (IQ1)	\$300.00	\$914,868.11
IRRIGATION (MISC)	\$0.20	\$914,868.31
SEWER (BKCHG)	\$198.36	\$915,066.67
WATER (BKCHG)	\$132.00	\$915,198.67
WATER (MISC)	\$0.20	\$915,198.87
WATER (RECON)	\$75.00	\$915,273.87
WATER (TLO)	\$130.00	\$915,403.87
<b>Total Misc Chrg.</b>	<b>\$1,138.85</b>	

NSF Fee	Amount	
WATER NSF Fee	\$480.00	
<b>Total NSF Fee</b>	<b>\$480.00</b>	\$915,883.87

Open Applied	Amount	
IRRIGATION Adjustment Open Credit	\$2,203.53	\$918,087.40
IRRIGATION Payment Open Credit	\$0.20	\$918,087.60
SEWER Adjustment Open Credit	\$1,707.40	\$919,795.00
SEWER Adjustment Service Open Credit	\$806.60	\$920,601.60
SEWER Converting a Service Open Credit to Open Credit Open Credit	\$214.35	\$920,815.95
WATER Adjustment Open Credit	\$1,185.16	
WATER Adjustment Service Open Credit	\$671.31	\$922,001.11
WATER Converting a Service Open Credit to Open Credit Open Credit	\$30.32	\$922,672.42
WATER Deposit Applied Open Credit	\$7,309.34	\$930,012.08
WATER Open Credit	\$35.71	\$930,047.79
WATER Payment Open Credit	\$17,878.05	\$947,925.84
<b>Total Open Applied</b>	<b>\$32,041.97</b>	

Open Payment	Amount	
IRRIGATION Charge(Adjustment Open Credit)	\$(2,221.98)	\$945,703.86
IRRIGATION Charge(Converting a Service Open Credit to Open Credit Open Credit)	\$(70.83)	\$945,633.03
IRRIGATION Charge(Deposit Applied Open Credit)	\$(889.11)	
IRRIGATION Charge(Open Credit)	\$(5.40)	\$944,743.92
IRRIGATION Charge(Payment Open Credit)	\$(2,971.35)	\$944,738.52
IRRIGATION Delinquency(Payment Open Credit)	\$(3.70)	\$941,767.17
IRRIGATION Misc Chrg.(Payment Open Credit)	\$(0.20)	\$941,763.47
IRRIGATION Transfer(Payment Open Credit)	\$(1,981.60)	\$941,763.27
SEWER Charge(Adjustment Open Credit)	\$(1,585.14)	\$939,781.67
SEWER Charge(Adjustment Service Open Credit)	\$(90.44)	\$938,196.53
SEWER Charge(Converting a Service Open Credit to Open Credit Open Credit)	\$(53.56)	\$938,106.09
SEWER Charge(Deposit Applied Open Credit)	\$(2,229.36)	\$938,052.53
SEWER Charge(Payment Open Credit)	\$(4,046.30)	\$935,823.17
SEWER Delinquency(Payment Open Credit)	\$(8.25)	\$931,776.87
SEWER Transfer(Payment Open Credit)	\$(2,230.64)	\$931,768.62
		\$929,537.98

WATER Charge(Adjustment Open Credit)	\$(1,288.97)	\$928,249.01
WATER Charge(Adjustment Service Open Credit)	\$(25.59)	\$928,223.42
WATER Charge(Converting a Service Open Credit to Open Credit Open Credit)	\$(120.28)	\$928,103.14
WATER Charge(Deposit Applied Open Credit)	\$(4,190.87)	\$923,912.27
WATER Charge(Open Credit)	\$(30.31)	\$923,881.96
WATER Charge(Payment Open Credit)	\$(4,771.00)	\$919,110.96
WATER Delinquency(Payment Open Credit)	\$(31.98)	\$919,078.98
WATER Misc Chrg.(Payment Open Credit)	\$(10.20)	\$919,068.78
WATER NSF Fee(Payment Open Credit)	\$(60.00)	\$919,008.78
WATER Transfer(Payment Open Credit)	\$(1,763.03)	\$917,245.75
<b>Total Open Payment</b>	<b>\$(30,680.09)</b>	

<b>Payment</b>	<b>Amount</b>	
IRRIGATION Charge	\$(135,407.63)	\$781,838.12
IRRIGATION Delinquency	\$(904.23)	\$780,933.89
IRRIGATION Misc Chrg.	\$(303.09)	\$780,630.80
IRRIGATION Transfer	\$(65.20)	\$780,565.60
SEWER Charge	\$(264,223.92)	\$516,341.68
SEWER Delinquency	\$(2,475.68)	\$513,866.00
SEWER Misc Chrg.	\$(1,028.64)	\$512,837.36
SEWER Transfer	\$(124.63)	\$512,712.73
WATER Charge	\$(223,834.08)	\$288,878.65
WATER Delinquency	\$(2,678.98)	\$286,199.67
WATER Misc Chrg.	\$(990.96)	\$285,208.71
WATER NSF Fee	\$(261.32)	\$284,947.39
WATER Open Credit	\$(11,456.69)	\$273,490.70
WATER Transfer	\$(63.47)	\$273,427.23
<b>Total Payment</b>	<b>\$(643,818.52)</b>	

<b>Payment Reversal</b>	<b>Amount</b>	
IRRIGATION Charge	\$352.41	\$273,779.64
IRRIGATION Delinquency	\$9.25	\$273,788.89
SEWER Charge	\$631.31	\$274,420.20
SEWER Delinquency	\$16.41	\$274,436.61
WATER Charge	\$560.38	\$274,996.99
WATER Delinquency	\$61.08	\$275,058.07
WATER Open Credit	\$9.88	\$275,067.95
<b>Total Payment Reversal</b>	<b>\$1,640.72</b>	

<b>Refund</b>	<b>Amount</b>	
WATER Open Credit	\$1,346.46	\$276,414.41
<b>Total Refund</b>	<b>\$1,346.46</b>	

<b>Service Open Credit</b>	<b>Amount</b>	
SEWER Open Credit	\$(716.16)	\$275,698.25
WATER Open Credit	\$(645.72)	\$275,052.53
<b>Total Service Open Credit</b>	<b>\$(1,361.88)</b>	

**Transfer**IRRIGATION Transfer  
SEWER Transfer  
WATER Transfer  
**Total Transfer****Amount**\$2,135.36  
\$2,507.88  
\$1,965.98  

---

\$6,609.22\$277,187.89  
\$279,695.77  
\$281,661.75**Closing Balance:**

\$281,661.75

# ST. LUCIE WEST SERVICES DISTRICT

## Accounts Receivable - Summary

From: 5/3/2010 Through: 5/28/2010

Code Filters:

Revenue Class      Commercial

						Balance
						\$57,203.25
<b>Adjustment</b>						
	<b>Amount</b>		<b>Consumption</b>			
IRRIGATION Service Open Credit	\$(3,285.81)		0.00			\$53,917.44
SEWER Charge	\$(1,004.64)		-32,068.00			\$52,912.80
SEWER Delinquency	\$(14.41)		0.00			\$52,898.39
SEWER Service Open Credit	\$(2,303.67)		0.00			\$50,594.72
WATER Charge	\$(198.70)		-21,700.00			\$50,396.02
WATER Delinquency	\$(12.28)		0.00			\$50,383.74
WATER Service Open Credit	\$(1,918.28)		0.00			\$48,465.46
<b>Total Adjustment</b>	<b>\$(8,737.79)</b>					
<b>Charge</b>						
	<b>Minimum</b>	<b>Overage</b>	<b>Consumption</b>	<b>Bills</b>	<b>Total</b>	
IRRIGATION Charge	\$33,318.38	\$1,491.38	6,779,000.00	Gallon 210	\$34,809.76	\$83,275.22
SEWER Charge	\$40,964.98	\$38,774.28	10,045,140.00	Gallon 408	\$79,739.26	\$163,014.48
WATER Charge	\$34,511.18	\$35,350.73	10,187,520.00	Gallon 422	\$69,861.91	\$232,876.39
<b>Total Charge</b>	<b>\$108,794.54</b>	<b>\$75,616.39</b>			<b>\$184,410.93</b>	
<b>Delinquency</b>						
	<b>Amount</b>					
IRRIGATION Penalty	\$129.89					\$233,006.28
SEWER Penalty	\$1,095.52					\$234,101.80
WATER Penalty	\$661.98					\$234,763.78
<b>Total Delinquency</b>	<b>\$1,887.39</b>					
<b>Deposit Applied</b>						
	<b>Amount</b>					
SEWER Charge	\$(234.04)					\$234,529.74
SEWER Delinquency	\$(3.84)					\$234,525.90
WATER Charge	\$(220.87)					\$234,305.03
WATER Delinquency	\$(3.26)					\$234,301.77
WATER Open Credit	\$(1,437.99)					\$232,863.78
<b>Total Deposit Applied</b>	<b>\$(1,900.00)</b>					
<b>Open Applied</b>						
	<b>Amount</b>					
IRRIGATION Adjustment Open Credit	\$2,203.53					\$235,067.31
SEWER Adjustment Open Credit	\$1,640.20					\$236,707.51
SEWER Adjustment Service Open Credit	\$735.45					\$237,442.96
SEWER Converting a Service Open Credit to Open Credit Open Credit	\$35.74					\$237,478.70
WATER Adjustment Open Credit	\$1,185.16					\$238,663.86
WATER Adjustment Service Open Credit	\$661.14					\$239,325.00

WATER Deposit Applied Open Credit	\$4,469.54	
WATER Payment Open Credit	\$1,136.92	\$243,794.54
<b>Total Open Applied</b>	<b>\$12,067.68</b>	<b>\$244,931.46</b>

<b>Open Payment</b>	<b>Amount</b>	
IRRIGATION Charge(Adjustment Open Credit)	\$(2,203.53)	\$242,727.93
IRRIGATION Charge(Deposit Applied Open Credit)	\$(155.03)	\$242,572.90
IRRIGATION Charge(Payment Open Credit)	\$(75.29)	\$242,497.61
SEWER Charge(Adjustment Open Credit)	\$(1,568.22)	\$240,929.39
SEWER Charge(Adjustment Service Open Credit)	\$(19.29)	\$240,910.10
SEWER Charge(Converting a Service Open Credit to Open Credit Open Credit)	\$(19.83)	\$240,890.27
SEWER Charge(Deposit Applied Open Credit)	\$(1,553.39)	\$239,336.88
SEWER Charge(Payment Open Credit)	\$(559.87)	\$238,777.01
WATER Charge(Adjustment Open Credit)	\$(1,257.14)	\$237,519.87
WATER Charge(Adjustment Service Open Credit)	\$(15.42)	\$237,504.45
WATER Charge(Converting a Service Open Credit to Open Credit Open Credit)	\$(15.91)	\$237,488.54
WATER Charge(Deposit Applied Open Credit)	\$(2,761.12)	\$234,727.42
WATER Charge(Payment Open Credit)	\$(501.76)	\$234,225.66
<b>Total Open Payment</b>	<b>\$(10,705.80)</b>	

<b>Payment</b>	<b>Amount</b>	
IRRIGATION Charge	\$(31,156.92)	\$203,068.74
IRRIGATION Delinquency	\$(133.66)	\$202,935.08
SEWER Charge	\$(85,131.26)	\$117,803.82
SEWER Delinquency	\$(886.82)	\$116,917.00
WATER Charge	\$(74,668.65)	\$42,248.35
WATER Delinquency	\$(462.33)	\$41,786.02
WATER Open Credit	\$(177.66)	\$41,608.36
<b>Total Payment</b>	<b>\$(192,617.30)</b>	

<b>Service Open Credit</b>	<b>Amount</b>	
SEWER Open Credit	\$(716.16)	\$40,892.20
WATER Open Credit	\$(645.72)	\$40,246.48
<b>Total Service Open Credit</b>	<b>\$(1,361.88)</b>	

**Closing Balance:** \$40,246.48

# ST. LUCIE WEST SERVICES DISTRICT Accounts Receivable - Summary

From: 5/3/2010 Through: 5/28/2010

Code Filters:

Revenue Class    Residential

Adjustment	Amount	Consumption	Balance
IRRIGATION Charge	\$(1,962.41)	0.00	\$218,304.89
IRRIGATION Delinquency	\$(214.75)	0.00	\$218,090.14
IRRIGATION Transfer	\$(103.09)	0.00	\$217,987.05
SEWER Charge	\$(3,330.17)	-264,589.00	\$214,656.88
SEWER Delinquency	\$(273.23)	0.00	\$214,383.65
SEWER Service Open Credit	\$(186.21)	0.00	\$214,197.44
SEWER Transfer	\$(206.14)	0.00	\$213,991.30
WATER Charge	\$(2,109.80)	-93,950.00	\$211,881.50
WATER Delinquency	\$(273.52)	0.00	\$211,607.98
WATER Service Open Credit	\$(48.79)	0.00	\$211,559.19
WATER Transfer	\$(132.00)	0.00	\$211,427.19
<b>Total Adjustment</b>	<b>\$(8,840.11)</b>		

Charge	Minimum	Overage	Consumption	Bills	Total	
IRRIGATION Charge	\$114,408.39	\$0.00	0.00	6,228	\$114,408.39	\$325,835.58
SEWER Charge	\$120,091.77	\$73,428.76	19,022,710.00	6,271	\$193,520.53	\$519,356.11
WATER Charge	\$96,631.00	\$66,224.14	19,084,770.00	6,312	\$162,855.14	\$682,211.25
<b>Total Charge</b>	<b>\$331,131.16</b>	<b>\$139,652.90</b>			<b>\$470,784.06</b>	

Delinquency	Amount	
IRRIGATION Penalty	\$979.22	
SEWER Penalty	\$1,829.75	\$683,190.47
WATER Penalty	\$1,456.02	\$685,020.22
WATER Shutoff	\$1,025.00	\$686,476.24
<b>Total Delinquency</b>	<b>\$5,289.99</b>	<b>\$687,501.24</b>

Deposit Applied	Amount	
IRRIGATION Charge	\$(839.92)	
IRRIGATION Delinquency	\$(20.88)	\$686,661.32
IRRIGATION Transfer	\$(18.45)	\$686,640.44
SEWER Charge	\$(1,141.57)	\$686,621.99
SEWER Delinquency	\$(25.79)	\$685,480.42
SEWER Transfer	\$(39.17)	\$685,454.63
WATER Charge	\$(1,165.10)	\$685,415.46
WATER Delinquency	\$(118.32)	\$684,250.36
WATER NSF Fee	\$(25.06)	\$684,132.04
WATER Open Credit	\$(2,693.20)	\$684,106.98
WATER Transfer	\$(12.54)	\$681,413.78
		\$681,401.24



Total Deposit Applied \$(6,100.00)

Misc Chrg.	Amount	
IRRIGATION (1Q2)	\$200.00	\$681,601.24
IRRIGATION (BKCHG)	\$103.09	\$681,704.33
IRRIGATION (1Q1)	\$300.00	\$682,004.33
IRRIGATION (MISC)	\$0.20	\$682,004.53
SEWER (BKCHG)	\$198.36	\$682,202.89
WATER (BKCHG)	\$132.00	\$682,334.89
WATER (MISC)	\$0.20	\$682,335.09
WATER (RECON)	\$75.00	\$682,410.09
WATER (TLO)	\$130.00	\$682,540.09
<b>Total Misc Chrg.</b>	<b>\$1,138.85</b>	

NSF Fee	Amount	
WATER NSF Fee	\$480.00	\$683,020.09
<b>Total NSF Fee</b>	<b>\$480.00</b>	

Open Applied	Amount	
IRRIGATION Payment Open Credit	\$0.20	\$683,020.29
SEWER Adjustment Open Credit	\$67.20	\$683,087.49
SEWER Adjustment Service Open Credit	\$71.15	\$683,158.64
SEWER Converting a Service Open Credit to Open Credit Open Credit	\$178.61	\$683,337.25
WATER Adjustment Service Open Credit	\$10.17	\$683,347.42
WATER Converting a Service Open Credit to Open Credit Open Credit	\$30.32	\$683,377.74
WATER Deposit Applied Open Credit	\$2,839.80	\$686,217.54
WATER Open Credit	\$35.71	\$686,253.25
WATER Payment Open Credit	\$16,741.13	\$702,994.38
<b>Total Open Applied</b>	<b>\$19,974.29</b>	

Open Payment	Amount	
IRRIGATION Charge(Adjustment Open Credit)	\$(18.45)	\$702,975.93
IRRIGATION Charge(Converting a Service Open Credit to Open Credit Open Credit)	\$(70.83)	\$702,905.10
IRRIGATION Charge(Deposit Applied Open Credit)	\$(734.08)	\$702,171.02
IRRIGATION Charge(Open Credit)	\$(5.40)	\$702,165.62
IRRIGATION Charge(Payment Open Credit)	\$(2,896.06)	\$699,269.56
IRRIGATION Delinquency(Payment Open Credit)	\$(3.70)	\$699,265.86
IRRIGATION Misc Chrg.(Payment Open Credit)	\$(0.20)	\$699,265.66
IRRIGATION Transfer(Payment Open Credit)	\$(1,981.60)	\$697,284.06
SEWER Charge(Adjustment Open Credit)	\$(16.92)	\$697,267.14
SEWER Charge(Adjustment Service Open Credit)	\$(71.15)	\$697,195.99
SEWER Charge(Converting a Service Open Credit to Open Credit Open Credit)	\$(33.73)	\$697,162.26
SEWER Charge(Deposit Applied Open Credit)	\$(675.97)	\$696,486.29
SEWER Charge(Payment Open Credit)	\$(3,486.43)	\$692,999.86
SEWER Delinquency(Payment Open Credit)	\$(8.25)	\$692,991.61
SEWER Transfer(Payment Open Credit)	\$(2,230.64)	\$690,760.97
WATER Charge(Adjustment Open Credit)	\$(31.83)	\$690,729.14

WATER Charge(Adjustment Service Open Credit)	\$(10.17)	\$690,718.97
WATER Charge(Converting a Service Open Credit to Open Credit Open Credit)	\$(104.37)	\$690,614.60
WATER Charge(Deposit Applied Open Credit)	\$(1,429.75)	\$689,184.85
WATER Charge(Open Credit)	\$(30.31)	\$689,154.54
WATER Charge(Payment Open Credit)	\$(4,269.24)	\$684,885.30
WATER Delinquency(Payment Open Credit)	\$(31.98)	\$684,853.32
WATER Misc Chrg.(Payment Open Credit)	\$(10.20)	\$684,843.12
WATER NSF Fee(Payment Open Credit)	\$(60.00)	\$684,783.12
WATER Transfer(Payment Open Credit)	\$(1,763.03)	\$683,020.09
<b>Total Open Payment</b>	<b>\$(19,974.29)</b>	

Payment	Amount	
IRRIGATION Charge	\$(104,250.71)	\$578,769.38
IRRIGATION Delinquency	\$(770.57)	\$577,998.81
IRRIGATION Misc Chrg.	\$(303.09)	\$577,695.72
IRRIGATION Transfer	\$(65.20)	\$577,630.52
SEWER Charge	\$(179,092.66)	\$398,537.86
SEWER Delinquency	\$(1,588.86)	\$396,949.00
SEWER Misc Chrg.	\$(1,028.64)	\$395,920.36
SEWER Transfer	\$(124.63)	\$395,795.73
WATER Charge	\$(149,165.43)	\$246,630.30
WATER Delinquency	\$(2,216.65)	\$244,413.65
WATER Misc Chrg.	\$(990.96)	\$243,422.69
WATER NSF Fee	\$(261.32)	\$243,161.37
WATER Open Credit	\$(11,279.03)	\$231,882.34
WATER Transfer	\$(63.47)	\$231,818.87
<b>Total Payment</b>	<b>\$(451,201.22)</b>	

Payment Reversal	Amount	
IRRIGATION Charge	\$352.41	\$232,171.28
IRRIGATION Delinquency	\$9.25	\$232,180.53
SEWER Charge	\$631.31	\$232,811.84
SEWER Delinquency	\$16.41	\$232,828.25
WATER Charge	\$560.38	\$233,388.63
WATER Delinquency	\$61.08	\$233,449.71
WATER Open Credit	\$9.88	\$233,459.59
<b>Total Payment Reversal</b>	<b>\$1,640.72</b>	

Refund	Amount	
WATER Open Credit	\$1,346.46	\$234,806.05
<b>Total Refund</b>	<b>\$1,346.46</b>	

Transfer	Amount	
IRRIGATION Transfer	\$2,135.36	\$236,941.41
SEWER Transfer	\$2,507.88	\$239,449.29
WATER Transfer	\$1,965.98	\$241,415.27
<b>Total Transfer</b>	<b>\$6,609.22</b>	

# ST. LUCIE WEST SERVICES DISTRICT Aged Receivables - Summary

Sort Order: Account No.

Date as of: 5/28/2010

Report Based On Transaction Date

Limited to :

Current Customers - Final Customers - Positive Balances - Negative Balances

Grand Totals	Current	1-30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	>121 Days	Balance
WATER	(\$74.42)	\$67,670.12	(\$4,597.25)	(\$1,376.28)	(\$1,553.51)	\$12,385.63	\$72,454.29
WATER MISC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,270.70	\$2,270.70
WATER Penalty	\$0.00	\$887.28	\$273.23	\$224.78	\$211.93	\$2,148.78	\$3,746.00
WATER RECON	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$150.00	\$200.00
WATER Shutoff	\$0.00	\$300.00	\$225.00	\$125.00	\$0.00	\$1,225.00	\$1,875.00
WATER TLO	\$10.00	\$20.00	\$10.00	\$0.00	\$0.00	\$10.00	\$50.00
SEWER	\$169.08	\$94,608.07	\$2,742.93	\$2,864.44	\$2,766.68	\$25,319.77	\$128,470.97
SEWER MISC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,009.26	\$2,009.26
SEWER Penalty	\$0.00	\$1,088.64	\$354.25	\$280.27	\$264.65	\$2,644.50	\$4,632.31
IRRIGATION	\$69.50	\$41,528.43	(\$432.78)	\$33.05	\$2,064.21	\$18,324.57	\$61,586.98
IRRIGATION 1Q2	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
IRRIGATION 1Q1	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$50.00	\$250.00
IRRIGATION MISC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$747.73	\$747.73
IRRIGATION Penalty	\$0.00	\$501.45	\$256.10	\$222.28	\$204.84	\$2,083.84	\$3,268.51
<b>Total</b>	<b>\$174.16</b>	<b>\$206,953.99</b>	<b>(\$1,168.52)</b>	<b>\$2,373.54</b>	<b>\$3,958.80</b>	<b>\$69,369.78</b>	<b>\$281,661.75</b>

**ST. LUCIE WEST SERVICES DISTRICT AGED RECEIVABLES - SUMMARY FISCAL YEAR 2010**

<b>DATE</b>	<b>CURRENT</b>	<b>1-30 DAYS</b>	<b>31-60 DAYS</b>	<b>61-90 DAYS</b>	<b>91-120 DAYS</b>	<b>&gt;120 DAYS</b>	<b>BALANCE</b>	<b>Percent Difference</b>
Friday, October 30, 2009	\$ 81.00	\$ 224,320.04	\$ 2,368.54	\$ 4,513.56	\$ 5,990.94	\$ 60,736.72	\$ 297,929.80	13.89%
Monday, November 30, 2009	\$ (1,475.42)	\$ 299,437.84	\$ 12,065.34	\$ 3,985.34	\$ 7,059.48	\$ 62,931.00	\$ 384,003.58	22.41%
Wednesday, December 30, 2009	\$ 1,171.45	\$ 217,034.97	\$ 9,662.70	\$ 4,040.13	\$ 7,183.29	\$ 67,665.87	\$ 306,758.41	-25.18%
Friday, January 29, 2010	\$ (342.85)	\$ 215,280.52	\$ 1,072.12	\$ 2,797.68	\$ 7,165.46	\$ 69,083.72	\$ 295,056.65	-3.97%
Friday, February 26, 2010	\$ (809.10)	\$ 220,878.38	\$ 12,335.47	\$ 1,301.98	\$ 6,661.60	\$ 71,392.13	\$ 311,760.46	5.36%
Wednesday, March 31, 2010	\$ (99.43)	\$ 200,944.70	\$ 3,900.44	\$ 2,393.71	\$ 399.86	\$ 71,814.23	\$ 279,353.51	-11.60%
Friday, April 30, 2010	\$ 29.88	\$ 200,092.07	\$ 2,297.18	\$ 3,932.75	\$ 395.37	\$ 70,723.30	\$ 277,470.55	-0.68%
Friday, May 28, 2010	\$ 174.16	\$ 206,953.99	\$ (1,168.52)	\$ 2,373.54	\$ 3,958.80	\$ 69,369.78	\$ 281,661.75	1.49%
Wednesday, June 30, 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Friday, July 30, 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Tuesday, August 31, 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
Thursday, September 30, 2010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!

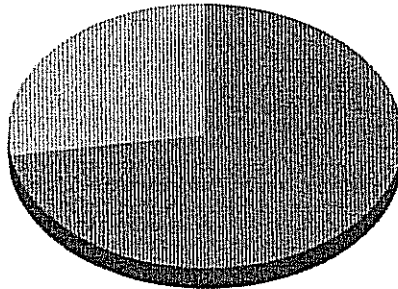
**ST. LUCIE WEST SERVICES DISTRICT**  
**Customer Payment History - Summary**

Sort Order : Account No.  
 From: 5/3/2010 Through: 5/28/2010

Payment Method	Quantity	Payment Amount
Check	4518	\$(522,475.69)
Draft	1601	\$(120,961.55)
Money Order	75	\$(7,681.28)
<b>Grand Totals</b>	<b>6194</b>	<b>\$(651,118.52)</b>

Service	Trans. Amount
IRRIGATION	\$(136,680.15)
SEWER	\$(267,852.87)
WATER	\$(246,585.50)
<b>Totals</b>	<b>\$(651,118.52)</b>

**Payment Breakdown**



Check	72.1%
Draft	26.7%
Money Order	1.2%
<b>Total:</b>	<b>100.0%</b>

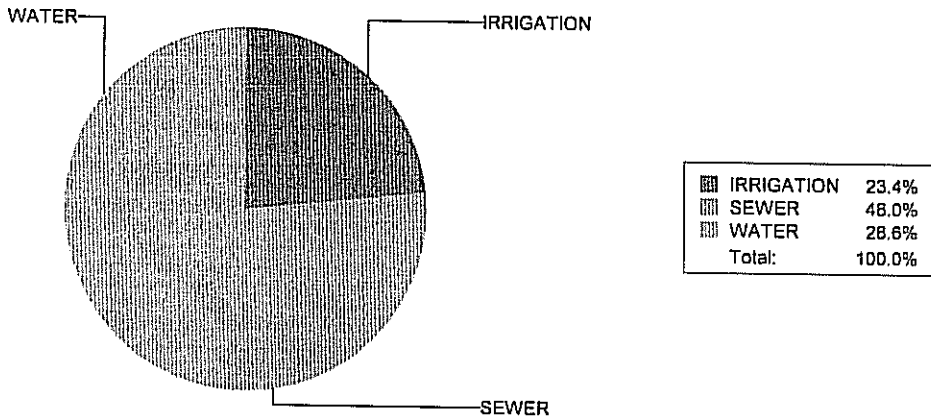
**ST. LUCIE WEST SERVICES DISTRICT**  
**Open Balances - Summary**

As of Date: 5/28/2010

Service	Balance
WATER	\$80,595.99
SEWER	\$135,112.54
IRRIGATION	\$65,953.22
<hr/>	
	<b>\$281,661.75</b>

Count	Total
Open Accounts	<b>2771</b>

**Open Balances by Service**



**ST. LUCIE WEST SERVICES DISTRICT  
Transaction List - Summary**

Sort order: Account No.  
From: 5/3/2010 Through: 5/28/2010

Transaction Types: Open Applied, Open Credit  
Deposits Transaction Types: Deposit Chrg., Deposit Payment

Transaction Type	Applies To	Transaction Amount
Deposit Chrg.	WATER Deposit Chrg.	\$7,100.00
		<u>\$7,100.00</u>
Deposit Payment	WATER Deposit Chrg.	(\$7,300.00)
		<u>(\$7,300.00)</u>
Open Applied	WATER Adjustment Open Credit	\$1,185.16
	WATER Adjustment Service Open Credit	\$671.31
	WATER Converting a Service Open Credit to Open Credit	\$30.32
	Open Credit	
	WATER Deposit Applied Open Credit	\$7,309.34
	WATER Open Credit	\$35.71
	WATER Payment Open Credit	\$17,878.05
	SEWER Adjustment Open Credit	\$1,707.40
	SEWER Adjustment Service Open Credit	\$806.60
	SEWER Converting a Service Open Credit to Open Credit	\$214.35
	Open Credit	
	IRRIGATION Adjustment Open Credit	\$2,203.53
	IRRIGATION Payment Open Credit	\$0.20
		<u>\$32,041.97</u>
<b>Grand Total:</b>		<b>\$31,841.97</b>

# *St. Lucie West Services District*

## **Board Agenda Item Tuesday, June 15, 2010**

### **Item**

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**CA 5            Financial Statements for May 2010**

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### **Summary**

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Attached for your review are the Financial Reports for the period ending May 31, 2010.

- Financial Statements for all District Funds
- Check Register for General Fund and Water & Sewer Fund
  - Summary of Checks over \$35,000
- Balance Sheet Report for all Funds
- Bank Reconciliation Summary for all Depository Accounts

### **Recommendation**

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No Action Required.

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### **Budget Impact**

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None.

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### **Board Action**

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Moved by:

Seconded by:

Action Taken:

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**St Lucie West Service District (General Fund)**  
**Profit Loss Budget vs. Actual**  
 October 2009 through May 2010

	Budget		Prior Month		Total Current	Budget Variances vs. Total YTD	
	Original	Revised	YTD Actual Oct '09 - Apr '09	MTD Actual May '09	YTD Actual Oct '09 - May '10	Remaining Budget	% of Budget
<b>Income</b>							
1-04004 - GF STORMWATER DRAINAGE REVENUE	1,472,340.00	1,472,340.00	1,355,123.64	114,843.23	1,469,966.87	2,373.13	99.84%
1-04007 - GF SPECIAL ASSESSMENTS REVENUE	1,140,911.00	1,140,911.00	981,077.59	16,264.02	997,341.61	143,569.39	87.42%
1-04000 - GF SLWSD GENERAL FUND OTHER REVENUE	208,504.00	208,504.00	9,546.72	624.99	10,171.71	198,332.29	4.88%
<b>Total Income</b>	<b>2,821,755.00</b>	<b>2,821,755.00</b>	<b>2,345,747.95</b>	<b>131,732.24</b>	<b>2,477,480.19</b>	<b>344,274.81</b>	<b>87.8%</b>
<b>Expense</b>							
1-05000 - GF BOARD OF DIRECTORS	25,000.00	25,000.00	9,409.00	1,050.00	10,459.00	14,541.00	41.84%
1-06000 - GF DISTRICT MANAGER	56,300.00	56,300.00	15,415.90	4,069.25	19,485.15	36,814.85	34.61%
1-07000 - GF FINANCE	112,900.00	112,900.00	34,832.64	2,298.38	37,131.02	75,768.98	32.89%
1-12000 - GF GRANT MANAGEMENT	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.0%
1-13000 - GF CLERK TO THE BOARD	17,112.00	17,112.00	4,660.30	798.60	5,458.90	11,653.10	31.9%
1-15000 - GF ADMINISTRATION DIV-PERSNL	434,142.00	434,142.00	224,059.75	12,380.24	236,439.99	197,702.01	54.46%
1-33000 - GF ADMINISTRATION DIV-OPERATING	359,495.00	359,495.00	97,787.16	12,762.16	110,549.32	248,945.68	30.75%
1-14000 - GF AQUATICS DIVISION-PERSNL	337,122.00	337,122.00	155,423.58	22,111.54	177,535.12	159,586.88	52.66%
1-31000 - GF AQUATICS DIVISION-OPERATING	299,900.00	299,900.00	111,018.15	1,949.11	112,967.26	186,932.74	37.67%
1-16000 - GF STORM WATER MGMT-PERSNL	298,681.00	298,681.00	135,690.10	18,237.01	153,927.11	144,753.89	51.54%
1-34000 - GF STORM WATER MGMT-OPERATING	348,450.00	348,450.00	124,518.77	75,960.70	200,479.47	147,970.53	57.54%
1-17000 - GF EXOTIC PLNT RMVL DIV-PERSNL	233,443.00	233,443.00	110,181.39	16,064.12	126,245.51	107,197.49	54.08%
1-35000 - GF EXOTIC PLANT RMVL-OPERATING	179,250.00	179,250.00	66,266.28	1,885.90	68,152.18	111,097.82	38.02%
1-18000 - GF SHOP OPERATIONS-PERSNL	68,173.00	68,173.00	32,008.03	3,909.31	35,917.34	32,255.66	52.69%
1-36000 - GF SHOP OPERATIONS-OPERATING	37,500.00	37,500.00	23,044.55	1,784.71	24,829.26	12,670.74	66.21%
1-19000 - GF GENERAL COUNSEL	57,750.00	57,750.00	22,295.64	3,776.15	26,071.79	31,678.21	45.15%
1-23000 - GF SPECIAL COUNSEL	10,000.00	10,000.00	14,967.15	743.12	15,710.27	-5,710.27	157.1%
1-26000 - GF ENGINEERING	77,500.00	77,500.00	22,572.33	4,460.50	27,032.83	50,467.17	34.88%
1-29000 - GF POLLUTION CONTROL	500.00	500.00	0.00	0.00	0.00	500.00	0.0%
1-37000 - GF OTHER PHYSICAL ENVIRONMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
66900 - RECONCILIATION DISCREPANCIES	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Total Expense</b>	<b>2,960,218.00</b>	<b>2,960,218.00</b>	<b>1,204,150.72</b>	<b>184,240.80</b>	<b>1,388,391.52</b>	<b>1,571,826.48</b>	<b>46.9%</b>

\*  
 Note: "% of Budget" refers to the percent versus the entire annual budget. Since the actual figure are only for 8 out of 12 months the percentages should be targeted as follows: Income = or > 66.67% Expense = or < 66.67%.

**St Lucie West Service District (WMB Bond Debt Service)**  
**Profit Loss Budget vs. Actual**  
 October 2009 through May 2010

	Budget		Prior Month		Total Current	Budget Variances vs. Total YTD	
	Original	Revised	YTD Actual Oct '09 - Apr '10	MTD Actual May '10	YTD Actual Oct '09 - May '10	Remaining Budget	% of Budget
<b>Income</b>							
2-04000 - WB WTR MGMT BEN SRS 1999A REV	2,664,200.00	2,664,200.00	2,367,045.32	39,429.11	2,406,474.43	257,725.57	90.33%
2-07000 - DS WMB OTHER INCOME	0.00	<b>23,315,519.96</b>	23,315,519.96	0.00	23,315,519.96	0.00	100.0%
<b>Total Income</b>	<b>2,664,200.00</b>	<b>25,979,719.96</b>	<b>25,682,565.28</b>	<b>39,429.11</b>	<b>25,721,994.39</b>	<b>257,725.57</b>	<b>99.01%</b>
<b>Expense</b>							
2-05000 - WB WTR MGMT BEN SRS 1999A DS	2,602,044.00	<b>28,533,344.00</b>	697,441.25	27,520,640.75	28,218,082.00	315,262.00	98.9%
<b>Total Expense</b>	<b>2,602,044.00</b>	<b>28,533,344.00</b>	<b>697,441.25</b>	<b>27,520,640.75</b>	<b>28,218,082.00</b>	<b>315,262.00</b>	<b>98.9%</b>

\*  
 Note: "% of Budget" refers to the percent versus the entire annual budget. Since the actual figure are only for 8 out of 12 months the percentages should be targeted as follows: Income = or > 66.67% Expense = or < 66.67%.

**St Lucie West Service District (Cascades Debt Service)**  
**Profit Loss Budget vs. Actual**  
 October 2009 through May 2010

	Budget		Prior Month		Total Current	Budget Variances vs. Total YTD	
	Original	Revised	YTD Actual Oct '09 - Apr '10	MTD Actual May '10	YTD Actual Oct '09 - May '10	Remaining Budget	% of Budget
<b>Income</b>							
3-04000 - CB CASCADES SRS 1998 REVENUE	257,700.00	257,700.00	233,506.07	1,089.76	234,595.83	23,104.17	91.03%
3-07000 - DS CASCADES OTHER INCOME	0.00	<b>1,320,000.00</b>	1,320,000.00	0.00	1,320,000.00	0.00	100.0%
<b>Total Income</b>	<b>257,700.00</b>	<b>1,577,700.00</b>	<b>1,553,506.07</b>	<b>1,089.76</b>	<b>1,554,595.83</b>	<b>23,104.17</b>	<b>98.54%</b>
<b>Expense</b>							
3-05000 - CB CASCADES SRS 1998 DEBT SVC	246,247.00	<b>1,844,773.85</b>	151,740.00	1,669,256.11	1,820,996.11	23,777.74	98.71%
<b>Total Expense</b>	<b>246,247.00</b>	<b>1,844,773.85</b>	<b>151,740.00</b>	<b>1,669,256.11</b>	<b>1,820,996.11</b>	<b>23,777.74</b>	<b>98.71%</b>

\*  
 Note: "% of Budget" refers to the percent versus the entire annual budget. Since the actual figure are only for 8 out of 12 months the percentages should be targeted as follows: Income = or > 66.67% Expense = or < 66.67%.

**St Lucie West Service District (WMB Bond Construction)**  
**Profit Loss Budget vs. Actual**  
 October 2009 through May 2010

	Budget		Prior Month	MTD Actual	Total Current	Budget Variances vs. Total YTD	
	Original	Revised	YTD Actual	May '10	YTD Actual	Remaining Budget	% of Budget
			Oct '09 - Apr '10		Oct '09 - May '10		
<b>Income</b>							
4-04000 - CP WMB CAP PROJECTS REVENUE	613,415.00	613,415.00	3,872.50	3,026.14	6,898.64	606,516.36	1.13%
4-07000 - CP WMB OTHER INCOME	0.00	<b>364,480.04</b>	364,480.04	0.00	364,480.04	0.00	100.0%
<b>Total Income</b>	<b>613,415.00</b>	<b>977,895.04</b>	<b>368,352.54</b>	<b>3,026.14</b>	<b>371,378.68</b>	<b>606,516.36</b>	<b>37.98%</b>
<b>Expense</b>							
4-06000 - CP WATER WASTEWATER SERVICES	1,242,000.00	<b>2,956,220.00</b>	459,356.80	4,278.50	463,635.30	2,492,584.70	15.68%
<b>Total Expense</b>	<b>1,242,000.00</b>	<b>2,956,220.00</b>	<b>459,356.80</b>	<b>4,278.50</b>	<b>463,635.30</b>	<b>2,492,584.70</b>	<b>15.68%</b>

\*  
 Note: "% of Budget" refers to the percent versus the entire annual budget. Since the actual figure are only for 8 out of 12 months the percentages should be targeted as follows: Income = or > 66.66% Expense = or < 66.66%.

**St Lucie West Service District (Water Sewer Fund)**  
**Profit Loss Budget vs. Actual**  
 October 2009 through May 2010

	Budget		Prior Month		Total Current	Budget Variances vs. Total YTD	
	Original	Revised	YTD Actual Oct '09 - Apr '10	MTD Actual May '10	YTD Actual Oct '09 - May '10	Remaining Budget	% of Budget
<b>Income</b>							
5-04000 - WS SLWSD WATER & SEWER REVENUE	8,485,539.00	8,485,539.00	4,303,634.48	679,114.04	4,982,748.52	3,502,790.48	58.72%
5-34000 - WS TRANSFERS IN	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0%
<b>Total Income</b>	<b>8,885,539.00</b>	<b>8,885,539.00</b>	<b>4,303,634.48</b>	<b>679,114.04</b>	<b>4,982,748.52</b>	<b>3,902,790.48</b>	<b>56.08%</b>
<b>Expense</b>							
5-05000 - WS BOARD OF DIRECTORS	28,276.00	28,276.00	8,747.72	1,050.00	9,797.72	18,478.28	34.65%
5-06000 - WS DISTRICT MANAGER	39,231.00	39,231.00	15,120.71	103.87	15,224.58	24,006.42	38.81%
5-07000 - WS FINANCE	296,818.00	296,818.00	57,380.04	3,196.37	60,576.41	236,241.59	20.41%
5-09000 - WS PROPERTY CONTROL	16,310.00	16,310.00	6,751.05	0.00	6,751.05	9,558.95	41.39%
5-11000 - WS UTILITY RATE CONSULTANT	12,480.00	12,480.00	0.00	2,578.67	2,578.67	9,901.33	20.66%
5-13000 - WS CLERK TO THE BOARD	21,824.00	21,824.00	7,510.04	1,152.41	8,662.45	13,161.55	39.69%
5-14000 - WS ADMIN DVSN-PERSNL	787,120.00	787,120.00	395,572.08	28,089.83	423,661.91	363,458.09	53.82%
5-29000 - WS ADMIN DIV-OPERATING	545,703.00	545,703.00	210,570.15	18,482.56	229,052.71	316,650.29	41.97%
5-15000 - WS WATER TRTMNT PLANT-PERSNL	285,477.00	285,477.00	147,226.73	19,479.77	166,706.50	118,770.50	58.4%
5-30000 - WS WATER TRTMNT PLANT-OPER	727,361.00	727,361.00	266,763.05	48,949.02	315,712.07	411,648.93	43.41%
5-16000 - WS WASTEWATER TRTMT PL-PERSNL	310,348.00	310,348.00	159,421.20	21,527.90	180,949.10	129,398.90	58.31%
5-31000 - WS WASTEWATER TRTMT PL-OPER	944,654.00	944,654.00	551,265.82	87,480.37	638,746.19	305,907.81	67.62%
5-17000 - WS UNDERGROUND UTIL-PERSNL	473,675.00	473,675.00	217,609.13	32,792.86	250,401.99	223,273.01	52.86%
5-32000 - WS UNDERGROUND UTIL-OPERATING	302,430.00	302,430.00	176,095.05	23,049.78	199,144.83	103,285.17	65.85%
5-18000 - WS IRRIGATION DIV-PERSNL	59,925.00	59,925.00	26,171.92	3,451.76	29,623.68	30,301.32	49.44%
5-33000 - WS IRRIGATION DIV-OPERATING	332,035.00	332,035.00	158,277.31	31,674.51	189,951.82	142,083.18	57.21%
5-19000 - WS GENERAL COUNSEL	39,520.00	39,520.00	22,295.65	4,519.28	26,814.93	12,705.07	67.85%
5-23000 - WS SPECIAL COUNSEL	10,000.00	10,000.00	14,967.15	0.00	14,967.15	-4,967.15	149.67%
5-26000 - WS ENGINEERING	84,395.00	84,395.00	11,092.99	18,174.48	29,267.47	55,127.53	34.68%
5-27000 - WS 2000 & 2004 REVENUE NOTE	2,689,113.00	2,689,113.00	1,069,556.25	0.00	1,069,556.25	1,619,556.75	39.77%
5-28000 - WS WATER & SEWER SERVICES	837,208.00	837,208.00	474,498.15	67,785.45	542,283.60	294,924.40	64.77%
<b>Total Expense</b>	<b>8,843,903.00</b>	<b>8,843,903.00</b>	<b>3,996,892.19</b>	<b>413,538.89</b>	<b>4,410,431.08</b>	<b>4,433,471.92</b>	<b>49.87%</b>

\*  
 Note: "% of Budget" refers to the percent versus the entire annual budget. Since the actual figure are only for 8 out of 12 months the percentages should be targeted as follows: Income = or > 66.67% Expense = or < 66.67%.

**St Lucie West Service District (Water Sewer Capital Projects)**  
**Profit Loss Budget vs. Actual**  
 October 2009 through May 2010

	Budget		Prior Month YTD Actual		Total Current YTD Actual	Budget Variances vs. Total YTD	
	Original	Revised	Oct '09 - Apr '10	May '10	Oct '09 - May '10	Remaining Budget	% of Budget
<b>Income</b>							
<b>5-36000 · WS CAP REVENUES</b>							
5-36001 · INTEREST - R&R 4076011209	4,359.00	4,359.00	1,120.79	144.85	1,265.64	3,093.36	29.04%
5-36002 · INTEREST - WWCF - 4076011236	71,111.00	71,111.00	5,444.58	587.38	6,031.96	65,079.04	8.48%
5-36003 · INTEREST - 2004 BOND ISSUE	1,992.00	1,992.00	113.74	13.26	127.00	1,865.00	6.38%
5-36004 · INTEREST - WCF 4076011227	64,508.00	64,508.00	5,696.96	610.65	6,307.61	58,200.39	9.78%
5-36005 · WATER IMPACT FEES	366,527.00	366,527.00	249,129.57	1,915.50	251,045.07	115,481.93	68.49%
5-36006 · WW IMPACT FEES	89,700.00	89,700.00	1,598.60	1,437.50	3,036.10	86,663.90	3.39%
5-36007 · R&R TRANSFER FROM W&S OPERATING	837,208.00	837,208.00	474,498.15	67,785.45	542,283.60	294,924.40	64.77%
<b>Total 5-36000 · WS CAP REVENUES</b>	<b>1,435,405.00</b>	<b>1,435,405.00</b>	<b>737,602.39</b>	<b>72,494.59</b>	<b>810,096.98</b>	<b>625,308.02</b>	<b>56.44%</b>
<b>Total Income</b>	<b>1,435,405.00</b>	<b>1,435,405.00</b>	<b>737,602.39</b>	<b>72,494.59</b>	<b>810,096.98</b>	<b>625,308.02</b>	<b>56.44%</b>
<b>Expense</b>							
<b>5-35000 · WS DEBT SERVICE TRANSFERS</b>							
5-35001 · OTHER TRANSFERS OUT	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	0.0%
<b>Total 5-35000 · WS DEBT SERVICE TRANSFERS</b>	<b>400,000.00</b>	<b>400,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>400,000.00</b>	<b>0.0%</b>
<b>5-37000 · WS RENEWAL &amp; REPLACEMENT CIP</b>							
5-37004 · CAPITAL PROJECTS SW049	104,000.00	104,000.00	0.00	0.00	0.00	104,000.00	0.0%
5-37006 · CAPITAL PROJECTS SW064	15,000.00	15,000.00	5,692.24	882.00	6,574.24	8,425.76	43.83%
5-37007 · CAPITAL PROJECTS SW001	175,000.00	175,000.00	16,796.21	1,486.39	18,282.60	156,717.40	10.45%
5-37009 · CAPITAL PROJECTS SW037	100,000.00	100,000.00	46,590.92	16,804.00	63,394.92	36,605.08	63.4%
5-37010 · CAPITAL PROJECTS SW039	111,250.00	111,250.00	110,496.25	11,932.87	122,429.12	-11,179.12	110.05%
5-37013 · CAPITAL PROJECTS SW047	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0%
5-37014 · CAPITAL PROJECTS SW050	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.0%
5-37016 · CAPITAL PROJECTS SW052	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0%
5-37017 · CAPITAL PROJECTS SW061	520,000.00	520,000.00	0.00	0.00	0.00	520,000.00	0.0%
5-37018 · CAPITAL PROJECTS SW069	75,000.00	75,000.00	0.00	11,799.00	11,799.00	63,201.00	15.73%
5-37019 · CAPITAL PROJECTS SW070	50,000.00	50,000.00	5,020.05	33,447.20	38,467.25	11,532.75	76.94%
<b>Total 5-37000 · WS RENEWAL &amp; REPLACEMENT CIP</b>	<b>1,275,250.00</b>	<b>1,275,250.00</b>	<b>184,595.67</b>	<b>76,351.46</b>	<b>260,947.13</b>	<b>1,014,302.87</b>	<b>20.46%</b>
<b>5-38000 · WS WATER CONNECT FEE CIP</b>							
5-38002 · CAPITAL PROJECTS SW057	41,600.00	41,600.00	0.00	0.00	0.00	41,600.00	0.0%
5-38003 · CAPITAL PROJECTS SW058	216,600.00	216,600.00	113,138.88	33,711.70	146,850.58	69,749.42	67.8%
5-38005 · CAPITAL PROJECTS SW035	16,657.94	16,657.94	1,515.08	0.00	1,515.08	15,142.86	9.1%
5-38006 · CAPITAL PROJECTS SW041	90,000.00	90,000.00	96,115.09	587.50	96,702.59	-6,702.59	107.45%
5-38007 · CAPITAL PROJECTS SW043	410,288.01	410,288.01	334,498.19	37,336.80	371,834.99	38,453.02	90.63%
5-38008 · CAPITAL PROJECTS SW054	201,500.00	201,500.00	5,927.03	1,768.27	7,695.30	193,804.70	3.82%
<b>Total 5-38000 · WS WATER CONNECT FEE CIP</b>	<b>976,645.95</b>	<b>976,645.95</b>	<b>551,194.27</b>	<b>73,404.27</b>	<b>624,598.54</b>	<b>352,047.41</b>	<b>63.95%</b>
<b>5-39000 · WS WASTEWATER CONNECT FEE CIP</b>							
5-39001 · CAPITAL PROJECTS SW032	15,600.00	15,600.00	14,950.00	500.00	15,450.00	150.00	99.04%
5-39002 · CAPITAL PROJECTS SW022	52,000.00	52,000.00	23,595.35	0.00	23,595.35	28,404.65	45.38%
5-39003 · CAPITAL PROJECTS SW029	200,000.00	200,000.00	4,766.49	0.00	4,766.49	195,233.51	2.38%
5-39005 · CAPITAL PROJECTS SW041	0.00	0.00	95,740.08	587.50	96,327.58	-96,327.58	100.0%
5-39007 · CAPITAL PROJECTS SW006	334,550.96	334,550.96	242,850.99	20,938.78	263,789.77	70,761.19	78.85%
5-39008 · CAPITAL PROJECTS SW036	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0%
5-39009 · CAPITAL PROJECTS SW021	114,814.15	114,814.15	26,208.36	0.00	26,208.36	88,605.79	22.83%
<b>Total 5-39000 · WS WASTEWATER CONNECT FEE CIP</b>	<b>726,965.11</b>	<b>726,965.11</b>	<b>408,111.27</b>	<b>22,026.28</b>	<b>430,137.55</b>	<b>296,827.56</b>	<b>59.17%</b>
<b>Total Expense</b>	<b>3,378,861.06</b>	<b>3,378,861.06</b>	<b>1,143,901.21</b>	<b>171,782.01</b>	<b>1,315,683.22</b>	<b>2,063,177.84</b>	<b>38.94%</b>

\*  
 Note: "% of Budget" refers to the percent versus the entire annual budget. Since the actual figure are only for 8 out of 12 months the percentages should be targeted as follows: Income = or > 66.67% Expense = or < 66.67%.

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Debit	05/03/2010	Expert Plan (457 Plan) use to be ADP RET	PR 5-5-10 (4-17-10/4-30-10) ACH (457 Plan)	556.62
23052	05/04/2010	CHARLES B. ALTWEIN	MAY 4 2010 BOARD MEETING	200.00
23053	05/04/2010	DAVID KESSNER	MAY 4 2010 BOARD MEETING	200.00
23054	05/04/2010	EVERETT S. CHILD	MAY 4 2010 BOARD MEETING	200.00
23055	05/04/2010	HARVEY L. CUTLER	MAY 4 2010 BOARD MEETING	200.00
23056	05/04/2010	SAL MANCUSO	MAY 4 2010 BOARD MEETING	200.00
23057	05/07/2010	FW&PCOA REGION V	RON STEINER-WATER & WASTEWATER SEMINAR	95.00
23058	05/07/2010	FW&PCOA REGION V	PATTY NEMES-WATER & WASTEWATER SEMINAR	95.00
23059	05/07/2010	FW&PCOA REGION V	GEORGE RUFF-WATER & WASTEWATER SEMINAR	95.00
23060	05/07/2010	AIR COMPRESSOR WORKS		168.92
23061	05/07/2010	APPLE INDUSTRIAL SUPPLY CO.	PO#13416-SS WEDGE ANCHOR	33.74
23062	05/07/2010	ARCADIS G&M INC.		8,531.15
23063	05/07/2010	ARMADILLO DIRT WORKS		17,700.00
23064	05/07/2010	BOB DAVIS, CPA, CGFO	REGISTRATION RENEWALS	25.25
23065	05/07/2010	CHEMICAL INJECTION TECHNOLOGIES, INC.	PO#13156-6" VACU-FEED REMOTE /VACUUM TUBE FITTING	437.40
23066	05/07/2010	CHEVRON AND TEXACO BUSINESS CARD	PO#13459&9516-FUEL CHARGES FOR THE MONTH OF APRIL	7,970.09
23067	05/07/2010	CITY ELECTRIC SUPPLY CO.		111.55
23068	05/07/2010	CPH ENGINEERS INC.		13,949.31
23069	05/07/2010	CUSTOM WELDING DIVERSIFIED INC	PO#13437-REPAIR RESERVOIR ON PUMP WHERE CORRODING	140.00
23070	05/07/2010	DEBONAIR SERVICES	PO#13441-SERVICE CALL-ADDED FREON/ELEC/PVC/COPPER	572.50
23071	05/07/2010	DIRECTV	PO#13451&9510-CABLE TELEVISION SERVICES	22.39
23072	05/07/2010	FASTENAL INDUSTRIAL & CONSTRUCTION	PO#13406-SS FLAT WASHER/SS CONTINUOUS THREADED ROD	338.82
23073	05/07/2010	FEDEX	PO#9505-SHIPPING CHARGES	16.34
23074	05/07/2010	FLORIDA COAST EQUIPMENT	PO#9478-OIL FILTER CARTRIDGE/ASSY FILTER	43.87
23075	05/07/2010	FLOWERS CHEMICAL LABORATORIES		4,161.00
23076	05/07/2010	FRANKLIN TEMPLETON BANK AND TR	APRIL 2010 CONTRIBUTIONS	12,370.31
23077	05/07/2010	GRAYBAR	PO#9376B-BLK BULLET FLOOD/BLK VISOR FOR H101	800.00
23078	05/07/2010	HOLORES DATA SYSTEMS, INC.	PO#13452&9511-MONTHLY MAINTENANCE/WEBSITE HOSTING	333.75
23079	05/07/2010	HYDRO DESIGNS	PO#13462-COMPILE/EVALUATE DATA	1,080.00
23080	05/07/2010	LOC PUMP & EQUIPMENT OF FLORIDA INC.	PO#13354-SENSOR INTERCONNECT CABLE	82.50
23081	05/07/2010	MAINLINE SUPPLY COMPANY		941.54
23082	05/07/2010	NALCO COMPANY	PO#13220-55GAL DRUM CHEMICAL MIXTURE	4,400.55
23083	05/07/2010	NAPA AUTO & TRUCK PARTS		374.42
23084	05/07/2010	ODYSSEY MANUFACTURING COMPANY		4,040.00
23085	05/07/2010	ST LUCIE CO BALING & RECYCLING		834.67
23086	05/07/2010	SYSTEMATIC SERVICES INC.		12,952.59
23087	05/07/2010	TERRY'S AUTO SUPPLY, INC.	PO#9482-PINT HARDNER/OMNI MEDIUM REDUCER/YELLOW	221.25
23088	05/07/2010	THE BUSHEL STOP, INC.	PO#13450-20PCS SOD	25.00
23089	05/07/2010	TREASURE COAST LAWN EQUIPMENT	PO#9469-16" CHAIN/PICCO ROLLOMATIC/PITCH/CORONA MACHETE	268.16
23090	05/07/2010	TREASURE COAST PUMP SUPPLY CO.		275.01
23091	05/07/2010	TURNER INDUSTRIAL SUPPLY CO.	PO#9508-PVC SUCTION HOSE/FEMALE HOSE/MALE ADAPTER/PREFORMED CLAMP	201.25
23092	05/07/2010	UNDERGROUND SERVICES OF AMERICA, INC.	PO#13346A-CHIP CONCRETE AREAS ALONG N & SW EDGE OF SURGE TANK-REMOVE DEBRIS	3,000.00
23093	05/07/2010	USABLUBOOK		226.20
23094	05/07/2010	VERO CHEMICAL DISTRIBUTORS INC		7,005.40
23095	05/07/2010	WELLS FARGO INSURANCE SERVICES SOUTHEAST	PO#9486&13417-ADDED 3 ITEMS	204.00
23096	05/07/2010	ZEE MEDICAL SERVICE	PO#9480-ADVIL & EXCEDRIN	50.44
23097	05/07/2010	MINUTEMAN CONSTRUCTORS, INC.	PO#13464-ALUMINUM RAIL 42" HIGH WITH TOE KICK	9,960.00
23098	05/11/2010	MUTUAL OF OMAHA	THOMAS F. BAYER-SHORT TERM DISABILITY	114.24
23153	05/13/2010	SOUTH FLORIDA WATER MANAGEMENT DISTRICT	SLW SERVICES DISTRICT 4A/4B CONTROL STRUCTURE PERMITTING	1,250.00
23099	05/14/2010	AJ CONSTANTINE	CUSTOMER REFUND-AJ CONSTANTINE-42002285-002	51.86
23100	05/14/2010	ALBERT BLAKE	CUSTOMER OVERPAYMENT REFUND-ALBERT BLAKE-70011143-001	5.42
23101	05/14/2010	ANITA CANTOR	CUSTOMER REFUND-ANITA CANTOR-42002623-001	44.71
23102	05/14/2010	AT&T	PO#13495-TELEPHONE SERVICES	128.91
23103	05/14/2010	AT&T-CLUB SERVICE	PO#13479&9529-TELEPHONE SERVICES	1,087.08
23104	05/14/2010	BARBARA FRANK	CUSTOMER REFUND-BARBARA FRANK-36B00016-006	23.09
23105	05/14/2010	BARBARA NIECHWADOWICZ	CUSTOMER OVERPAYMENT REFUND-BARBARA NIECHWADOWICZ-10004005-001	72.36

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23106	05/14/2010	BARNEY'S PUMP	PO#13398-GEN RECEP 100 AMP REVERSE SERVICE/SHIPPING CHARGES	555.41
23107	05/14/2010	CATHY KISLINGER	CUSTOMER REFUND-CATHY KISLINGER-70020002-002	22.95
23108	05/14/2010	CERIDIAN BENEFITS SERVICES		45.00
23109	05/14/2010	COMO OIL COMPANY OF FLORIDA	PO#13477&9527-HIGH SULPHUR DIESEL	1,066.17
23110	05/14/2010	CROM ENGINEERING & CONSTRUCTION SERVICES	PO#13489-TANK INSPECTION & COMPREHENSIVE WRITTEN REPORT	2,000.00
23111	05/14/2010	DAVID COLEMAN	CUSTOMER OVERPAYMENT REFUND-DAVID COLEMAN-70020410-001	43.83
23112	05/14/2010	ELIZABETH COLON	CUSTOMER REFUND-ELIZABETH COLON-3160F116-005	22.43
23113	05/14/2010	ERIC GOERINGER	CUSTOMER REFUND-ERIC GOERINGER-10002008-007	17.81
23114	05/14/2010	ERIN POGER	CUSTOMER REFUND-ERIN POGER-70020119-002	46.62
23115	05/14/2010	FASTENAL INDUSTRIAL & CONSTRUCTION	PO#13415-UV BLACK POWERPHASE CABLE TIE/MALE STUDS COUPLING	31.90
23116	05/14/2010	FLORIDA COAST EQUIPMENT	PO#9547-BULB	35.16
<b>23117</b>	<b>05/14/2010</b>	<b>FPL</b>		<b>43,043.71</b>
23118	05/14/2010	GEORGE & MAHA M. ABUNASSAR	CUSTOMER REFUND-GEORGE&MAHA ABUNASSAR-36F00101-002	46.18
23119	05/14/2010	HOYT C. MURPHY, INC.	CUSTOMER REFUND-HOYT C. MURPHY-70010829-002	46.84
23120	05/14/2010	HYDRO DESIGNS	PO#13484-PREPARE/SUBMIT MIT PLAN TO FDEP & RESPOND TO FDEP RFI'S	12,600.00
23121	05/14/2010	JOAN EDWARDS	CUSTOMER REFUND-JOAN EDWARDS-70010969-003	35.33
23122	05/14/2010	JOHN CIAMPI	CUSTOMER OVERPAYMENT REFUND-JOHN CIAMPI-10039024-001	39.21
23123	05/14/2010	KEN REED PRINTING	PO#13493-WATER QUALITY REPORTS	650.00
23124	05/14/2010	LOWE'S		1,938.03
23125	05/14/2010	MARYANN MATUNAS	CUSTOMER REFUND-MARYANN MATUNAS-36F00067-004	17.59
23126	05/14/2010	MELTRA	PO#9485-HUB & BEARING BODY	74.95
23127	05/14/2010	MICHAEL SENGLMANN	CUSTOMER REFUND-MICHAEL SENGLMANN-3160B056-006	28.95
23128	05/14/2010	NADEEN STEWART	CUSTOMER REFUND-NADEEN STEWART-70020390-004	62.43
23129	05/14/2010	NAPA AUTO & TRUCK PARTS		472.92
23130	05/14/2010	ODYSSEY MANUFACTURING COMPANY		1,633.60
23131	05/14/2010	PARAGON ELECTRIC OF VERO, INC.	PO#13488-RETAINAGE-WTP HSP STANDBY POWER SYSTEM	32,536.70
23132	05/14/2010	R L. WEIGHT ENVIRONMENTAL CONSULTANTS, IN	PO#13486-WATER MONITORING	13,700.00
23133	05/14/2010	R.K. CONTRACTORS, INC.	PO#13490-SLWSD WWPT TRANSFER PUMP IMPROVEMENTS PROJECT	10,423.30
23134	05/14/2010	RITEWAY RECYCLING	PO#13476&9526-RECYCLING SERVICES	2,185.00
23135	05/14/2010	ROBERT HEHNER	CUSTOMER REFUND-ROBERT HEHNER-42002641-002	45.30
23136	05/14/2010	ROBERT HUNT	CUSTOMER REFUND-ROBERT HUNT-36D00137-004	40.31
23137	05/14/2010	ROBERT STEELE, JR	CUSTOMER REFUND-ROBERT STEELE, JR-0902005B-007	20.20
23138	05/14/2010	SAFE CLEAN	PO#13478&9528-CARPET CLEANING/MAIN OFFICE & PLANT	196.17
23139	05/14/2010	SAMUEL ERAZO	CUSTOMER OVERPAYMENT REFUND-SAMUEL ERAZO-36A00071-002	98.02
23140	05/14/2010	SANTIS ENGINEERING	PO#12965-SCADA RTU SYSTEM	829.65
23141	05/14/2010	SCRIPPS TREASURE COAST NEWSPAP	PO#13474&9524-PUBLIC HEARING ADVERTISEMENT	181.49
23142	05/14/2010	SOREN SPIERS	CUSTOMER OVERPAYMENT REFUND-SOREN SPIERS-2020022-001	12.59
23143	05/14/2010	ST LUCIE WEST SERVICES DIST.		1,606.49
23144	05/14/2010	SUNLIGHT COMMUNITY CHURCH	MAY 2010 MEETING ROOM CHARGES	500.00
23145	05/14/2010	SUSANTA BANIK	CUSTOMER REFUND-SUSANTA BANIK-36D00086-006	1.91
23146	05/14/2010	THOMAS EISENMAN	CUSTOMER REFUND-THOMAS EISENMAN-70000338-001	2.98
23147	05/14/2010	TREASURE COAST PUMP SUPPLY CO.		539.52
23148	05/14/2010	VERIZON WIRELESS		556.52
23149	05/14/2010	VERO CHEMICAL DISTRIBUTORS INC		297.20
23150	05/14/2010	WACO		3,096.78
23151	05/14/2010	WILFORD FOWLER	CUSTOMER OVERPAYMENT REFUND-WILFORD FOWLER-8015041-003	53.60
23152	05/14/2010	WILLIAM ROWE	CUSTOMER REFUND-WILLIAM ROWE-02001010-008	22.14
23156	05/18/2010	CHARLES B. ALTWEIN	VOID: MAY 18, 2010 BOARD MEETING	0.00
23157	05/18/2010	DAVID KESSNER	MAY 18, 2010 BOARD MEETING	200.00
23158	05/18/2010	EVERETT S. CHILD	MAY 18, 2010 BOARD MEETING	200.00
23159	05/18/2010	HARVEY L. CUTLER	MAY 18, 2010 BOARD MEETING	200.00
23160	05/18/2010	SAL MANCUSO	VOID: MAY 18, 2010 BOARD MEETING	0.00
Debit	05/18/2010	Expert Plan (457 Plan) use to be ADP RET	PR 5-19-10 (5-1-10/5-14-10) ACH (457 Plan)	558.22
23161	05/21/2010	ALDEN BROWN	CUSTOMER OVERPAYMENT REFUND-ALDEN BROWN-8001018-004	90.77
23162	05/21/2010	AMERIGAS	PO#13558-DEMMURRAGE	8.75
23163	05/21/2010	ARMADILLO DIRT WORKS		3,553.60



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23164	05/21/2010	ATTILIO BATTIFORA	CUSTOMER OVERPAYMENT REFUND-ATTILIO BATTIFORA-10035002-004	46.62
23165	05/21/2010	BARNEY'S PUMP	PO#13398A-HOMA SUB PUMP 260MM 50' CORD 20HP	6,380.00
23166	05/21/2010	BESTCOM	PO#13528&9580-EXPANSION CABINET/DIGITAL STATION CARD/PHONES	2,250.00
23167	05/21/2010	CHRISTOPHER CAVILLA	CUSTOMER REFUND-CHRISTOPHER CAVILLA-10018006-007	2.11
23168	05/21/2010	CITY ELECTRIC SUPPLY CO.	PO#13391-JOEY FLASHLIGHT	26.80
23169	05/21/2010	CUSTOM WELDING DIVERSIFIED INC		102.38
23170	05/21/2010	DAN NOOR	CUSTOMER OVERPAYMENT REFUND-DAN NOOR-3806A238-001	10.29
23171	05/21/2010	DAVID MCDONALD	CUSTOMER OVERPAYMENT REFUND-DAVID MCDONALD-8002022-003	96.04
23172	05/21/2010	DEPARTMENT OF ENVIRONMENTAL PROTECTION	PO#13539-STORAGE TANK REGISTRATION FEES FOR 2010-2011	75.00
23173	05/21/2010	ENCLAVE PROPERTIES, LLC-RICHARD LUNDY	CUSTOMER OVERPAYMENT REFUND-ENCLAVE PROPERTIES, LLC-3804B205-003	79.76
23174	05/21/2010	FASTENAL INDUSTRIAL & CONSTRUCTION	PO#13492-SHIELDED RADIAL BALL BRNG/FLARE TUBE BRASS 90DEG ELBOW	18.14
23175	05/21/2010	FEDEX	PO#9479-SHIPPING CHARGES	24.07
23176	05/21/2010	FERGUSON ENTERPRISES	PO#13460-ASSORTED PVC PIPE	909.30
23177	05/21/2010	FLORIDA ENVIRONMENTAL CONSTRUCTION INC.	PO#13562-SLWSD WTP RECOMMISSIONING 2MG POTABLE WATER TANK	33,816.80
23178	05/21/2010	FRANK KREUTZER	CUSTOMER REFUND-FRANK KREUTZER-09010023-005	34.43
23179	05/21/2010	GERARD ROUSE	REIMBURSEMENT OF TRAVEL EXPENSES-GERARD ROUSE	45.42
23180	05/21/2010	GONANO & HARRELL	PO#13527&9579-APRIL 2010 LEGAL SERVICES	7,552.30
23181	05/21/2010	HEART & FAMILY HEALTH INSTITUTE		184.00
23182	05/21/2010	HF SCIENTIFIC INC	PO#13465-LAMP ASSY WT/LT MTOL	248.61
23183	05/21/2010	HOME DEPOT CREDIT SERVICES		1,662.60
23184	05/21/2010	HUDSON PUMP	PO#13240-MILTON ROY PUMP MO & FREIGHT CHARGES	2,605.00
23185	05/21/2010	INTEGRATION CONCEPTS, INC.	PO#13521-LIFT STATION IINTEGRATION PROJECT	20,938.78
23186	05/21/2010	JOANNA TRAVIS	CUSTOMER OVERPAYMENT REFUND-JOANNA TRAVIS-3160B054-008	21.25
23187	05/21/2010	LORRIE BUSH	REIMBURSEMENT OF TRAVEL EXPENSES-LORRIE BUSH	45.08
23188	05/21/2010	M&S ELECTRIC MOTOR & PUMP REPAIR INC.	PO#13564-REFURBISHED BEARING TO (2) 5HP BALDOR MOTOR	347.51
23189	05/21/2010	MAINLINE SUPPLY COMPANY	PO#13532-BRASS NIPPLES/BUSHINGS/BLUE SCREW VB CLEANER	909.45
23190	05/21/2010	MCMMASTER-CARR	PO#13471-ALUMINUM CAM&GROOVE COUPLING, BRASS LEVERS	45.83
23191	05/21/2010	MINUTEMAN CONSTRUCTORS, INC.	PO#13566-PHASE 1 100' OF 2 LINE RAIL OUTSIDE PERIMETER OF WWTP	5,737.20
23192	05/21/2010	MOBILE MEDICAL SOLUTIONS, INC.	PO#13526&9578-SAFETY PROGRAM REVISIONS	250.00
23193	05/21/2010	NAPA AUTO & TRUCK PARTS		1,179.56
23194	05/21/2010	NOAH KOONTZ	CUSTOMER OVERPAYMENT REFUND-NOAH KOONTZ-10039089-001	5.72
23195	05/21/2010	ODYSSEY MANUFACTURING COMPANY		4,336.00
23196	05/21/2010	PARTS ASSOCIATES INC.	PO#13466-IPC PAINTS & ASSORTMENTS/SAFETY GLASSES/SHIPPING	65.44
23197	05/21/2010	PATRICE ANNE COOK	CUSTOMER REFUND-PATRICE ANNE COOK-10001039-004	11.46
23198	05/21/2010	PUBLIC RESOURCES MANAGEMENT GR	PO#13537-WATER, WASTEWATER & IRRIGATION REVENUE SUFFICIENCY STUDY UPDATE & REVIEW	2,578.67
23199	05/21/2010	RANDY GARREN	BOOT REIMBURSEMENT-RANDY GARREN	35.00
23200	05/21/2010	RAY BOUKNIGHT	REIMBURSEMENT OF TRAVEL EXPENSES-RAY BOUKNIGHT	61.04
23201	05/21/2010	REXEL CONSOLIDATED	PO#13353-AB REPAIR AS INDICATED	978.00
23202	05/21/2010	ROBERT L. FROMM & ASSOCIATES		4,000.00
23203	05/21/2010	ROBERT LEGG	CUSTOMER REFUND-ROBERT LEGG-70000442-005	23.35
23204	05/21/2010	SAM'S CLUB DISCOVER	PO#13230&9565-SUPPLIES FOR ALL HANDS	160.37
23205	05/21/2010	SEARG DAVIDIAN	REIMBURSEMENT OF TRAVEL EXPENSES-SEARG DAVIDIAN	58.00
23206	05/21/2010	ST LUCIE BATTERY & TIRE	PO#9514-2 CARLISLE T/S TIRES & TIRE DISPOSAL CHARGES	176.90
23207	05/21/2010	SUN PIPE AND VALVES, LLC	PO#13491-BLUE TEFLON TAPE/WIRE HANDLE TU-TURN FITTINGS/FACE PRESSURE GAUGE	73.68
23208	05/21/2010	SUNSHINE STATE ONE CALL OF FLORIDA, INC	PO#134984-TICKETS TRANSMITTED FROM 04/01/10-04/30/10	50.33
<b>23209</b>	<b>05/21/2010</b>	<b>SYNAGRO SOUTHWEST</b>	<b>PO#13487-LIQUID APPLICATION</b>	<b>54,813.71</b>
23210	05/21/2010	TREASURE COAST LAWN EQUIPMENT	PO#9518-BACKPACK BLOWER	449.95
23211	05/21/2010	TREASURE COAST PUMP SUPPLY CO.		2,480.51
23212	05/21/2010	UNDERGROUND SERVICES OF AMERICA, INC.	PO#1346B-CHIP CONCRETE AROUND STORAGE TANK TO REMOVE DEBRIS/REPAIR CONCRETE	3,200.00
23213	05/21/2010	USABLUBOOK	PO#13153A-TUBE GASKETS 5/8" FOR SIGHT GAUGE/MEMO BOOKS/OPERATOR'S COMPANION	49.71
23214	05/21/2010	VERO CHEMICAL DISTRIBUTORS INC		11,239.70
23215	05/21/2010	ZILA VINYL GRAPHICS		975.00
23216	05/26/2010	ACTON MOBILE INDUSTRIES	OFFICE EXPANSION PROJECT AS PER QUOTE NO.QUO-73945-Z13JA5	3,235.00
136	05/27/2010	PARAGON ELECTRIC OF VERO, INC.	PO#9593&13595-INSTALL MANUAL TRANSFER SWITCH AT ADMIN BUILDING	0.00
<b>23217</b>	<b>05/28/2010</b>	<b>ARMADILLO DIRT WORKS</b>	<b>PO#9575-COUNTRY CLUB ESTATES/SW PARADISE COVE &amp; BENT PINE COVE</b>	<b>38,000.00</b>
23218	05/28/2010	CUSTOM WELDING DIVERSIFIED INC		17,750.00

**St Lucie West Service District**  
**CHECK REGISTER**  
**May 1st - May 31st, 2010**

<u>Check #</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
23219	05/28/2010	DAY DREAMS UNIFORMS INC.	PO#9602-HOODED JACKET W/LOGO	38.50
23220	05/28/2010	FASTENAL INDUSTRIAL & CONSTRUCTION	VOID: PO#13406A-ASSORTED PARTS	0.00
23221	05/28/2010	FERGUSON ENTERPRISES	PO#13469-3/4 PMM BRZ MTR USG PLAS/LID	882.00
23222	05/28/2010	HD SUPPLY WATERWORKS, LTD	PO#13524-ASSORTED PARTS	583.52
23223	05/28/2010	INTEGRATION CONCEPTS, INC.		1,405.40
23224	05/28/2010	KING EQUIPMENT COMPANY		2,531.49
23225	05/28/2010	LANZO LINING SERVICES, INC.	PO#9191-PARADISE COVE LINING	31,380.00
23226	05/28/2010	LOWE'S	PO#9584-HEX HD BOLT 80	5.94
23227	05/28/2010	NAPA AUTO & TRUCK PARTS		367.99
23228	05/28/2010	PARAGON ELECTRIC OF VERO, INC.	PO#9593&13595-INSTALL MANUAL TRANSFER SWITCH AT ADMIN BUILDING	3,089.00
23229	05/28/2010	PARTS ASSOCIATES INC.	PO#9594-NYLON CABLE TIES/WASHERS/GLOVES	337.40
23230	05/28/2010	PITNEY BOWES-PURCHASE POWER	PO#13592-POSTAGE MACHINE ACCOUNT	2,500.00
23231	05/28/2010	RICHESON & COKE, P.A.	PO#9591&13590-LEGAL SERVICES FOR IMPERATO FACT FINDINGS	1,486.25
23232	05/28/2010	RIVERSIDE LEASING CO.	PO#9592&13591-LEASE PAYMENT-KM-3035 COPIER	122.68
23233	05/28/2010	SPECIAL DISTRICT SERVICES, INC.	PO#13602&9619-MAY 2010 MANAGEMENT FEES	6,942.64
23234	05/28/2010	SPRINT		903.93
23235	05/28/2010	ST LUCIE CO BALING & RECYCLING	PO#9481-RECYCLING SERVIVCES-CLEAN WOOD WASTE	38.10
23236	05/28/2010	SUNCOAST SPRAYER EQUIPMENT CENTER INC.	PO#9587-GUNCOMP COMPLETE GUN & TIPS	48.91
23237	05/28/2010	SVI SYSTEMS INC.	PO#9590&13589-SERVICE CALL & KEY PAD	270.00
23238	05/28/2010	THE BUSHEL STOP, INC.	PO#13567-PALLET OF SOD & PALLET DEPOSIT	131.00
23239	05/28/2010	TREASURE COAST HONDA KAWASAKI	PO#9554-LANE	1,078.97
23240	05/28/2010	TREASURE COAST LAWN EQUIPMENT		1,006.65
23241	05/28/2010	TREASURE COAST PUMP SUPPLY CO.		222.61
23242	05/28/2010	TURNER INDUSTRIAL SUPPLY CO.	PO#13569-BALL VALVE/WRENCH/SILICONE SPRAY	138.49
23243	05/28/2010	VERO CHEMICAL DISTRIBUTORS INC		152.50
23244	05/28/2010	ZILA VINYL GRAPHICS	PO#13485-DECAL LAYOUT/SETUP & INSTALLATION FEES	124.80
<b>Total</b>				<b>541,063.53</b>

# *St. Lucie West Services District*

## **Checks > or = \$35,000 with Explanation**

**Tuesday, June 15th, 2010**

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<b>Name</b>	<b>Check #</b>	<b>Amount</b>
<b>1. FPL</b> Electric Bill	<b>#23117</b>	<b>\$43,043.71</b>
<b>2. Synagro Southwest</b> Liquid Application	<b>#23209</b>	<b>\$54,813.71</b>
<b>3. Armadillo Dirt Works</b> PO#9575-Counrty Club Estates / SW Paradise Cove & Bent Pine Cove	<b>#23217</b>	<b>\$38,000.00</b>

**St Lucie West Service District**  
**Balance Sheet**  
As of May 31, 2010

	May 31, 10
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
1-00000 - Wachovia (operating)#7264	2,402,409.42
5-00000 - Wachovia (Water & Sewer) #3111	50,002.29
<b>Total Checking/Savings</b>	2,452,411.71
<b>Other Current Assets</b>	
1-02000 - GF SLWSD GENERAL ASSETS	1,145,379.60
2-01000 - WB WTR MGMT BEN 1999A ASSETS	1,024,453.16
3-01000 - CB CASCADES SRS 1998 ASSETS	83,907.78
4-03000 - CP WMB CAP PROJECTS ASSETS	2,696,855.48
5-01000 - WS SLWSD WATER & SEWER ASSETS	50,401,135.24
<b>Total Other Current Assets</b>	55,351,731.26
<b>Total Current Assets</b>	57,804,142.97
<b>TOTAL ASSETS</b>	57,804,142.97
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
1-03000 - GF SLWSD GENERAL LIAB	103,255.76
5-02000 - WS SLWSD WATER & SEWER LIAB	39,216,554.54
<b>Total Other Current Liabilities</b>	39,319,810.30
<b>Total Current Liabilities</b>	39,319,810.30
<b>Total Liabilities</b>	39,319,810.30
<b>Equity</b>	
1-01000 - GF SLWSD GENERAL FND BAL	813,760.13
2-03000 - WB WTR MGMT BEN 1999A FND BAL	3,364,957.58
3-03000 - CB CASCADES SRS 1998 FND BAL	352,271.63
32000 - Retained Earnings	92,580.56
4-02000 - CP WMB CAP PROJECTS FUND BAL	3,188,817.19
5-03000 - WS SLWSD WATER & SEWER FND BAL	12,370,870.22
Net Income	-1,698,924.64
<b>Total Equity</b>	18,484,332.67
<b>TOTAL LIABILITIES &amp; EQUITY</b>	57,804,142.97

**ST LUCIE WEST SERVICE DISTRICT  
ACCOUNT RECONCILIATION SUMMARY  
FOR MONTH END MAY 31ST, 2010**

G/L #	Account Name	Bank	Account #	Statement EOM Balance	In Transit	Reconciled Statement Balance	G/L Balance	Reconciled
<b>OPERATING</b>								
1-0000	Operating Checking	WA	2696604777264	2,545,112.68	(384,929.86)	2,160,182.82	2,160,182.82	* Yes
1-0202	Surplus Funds - SBA	SBA	271912	5,808.28		5,808.28	5,808.28	Yes
<b>TOTAL OPERATING</b>						<b>\$ 2,165,991.10</b>	<b>\$ 2,165,991.10</b>	
<b>WATER MANAGEMENT BOND FUNDS</b>								
2-01053	Reserve Fund-WMB 2010	US	136436004	207,750.76		207,750.76	207,750.76	Yes
2-01054	"99 Escrow Fund-WMB 2010	US	136437000	-		-	-	Yes
2-01055	Revenue Fund-WMB 2010	US	136436000	321,011.50		321,011.50	321,011.50	Yes
2-01056	Interest Account-WMB 2010	US	136436001	495,446.90		495,446.90	495,446.90	Yes
2-01057	Sinking Account-WMB 2010	US	136436002	244.00		244.00	244.00	Yes
2-01058	Redemption Account-WMB 2010	US	136436003	-		-	-	Yes
3-01001	Reserve Fund-Cascades	US	4076003049	-		-	-	Yes
3-01002	Interest Account-Cascades	US	4076003021	-		-	-	Yes
3-01003	Pre-Payment Account-Cascades	US	4076003030	-		-	-	Yes
3-01004	Revenue Fund-Cascades	US	4076003012	-		-	-	Yes
3-01005	Sinking Fund-Cascades	US	4076019149	-		-	-	Yes
3-01050	Csh Redemption-Cascades	US	4076003025	-		-	-	Yes
3-01051	Revenue Fund-Cascades 2010	US	140706000	11,849.37		11,849.37	11,849.37	Yes
3-01052	Interest Account-Cascades 2010	US	140706001	26,889.60		26,889.60	26,889.60	Yes
3-01053	Sinking Fund-Cascades 2010	US	140706002	-		-	-	Yes
3-01054	Redemption-Cascades 2010	US	140706003	6,527.75		6,527.75	6,527.75	Yes
3-01055	Reserve Fund-Cascades 2010	US	140706004	19,361.96		19,361.96	19,361.96	Yes
3-01056	COI-Cascades 2010	US	140706005	19,279.10		19,279.10	19,279.10	Yes
3-01057	Escrow-Cascades 2010	US	140707000	-		-	-	Yes
4-03002	Construction 1999 Fund	US	4076006885	-		-	-	Yes
4-03003	Construction 1995 Fund	US	4076877514	2,297.88		2,297.88	2,297.88	Yes
4-03046	Construction 2010 Fund	US	136436005	2,679,982.71		2,679,982.71	2,679,982.71	Yes
4-03047	Cost of Issuance 2010 Fund	US	136436006	14,574.89		14,574.89	14,574.89	Yes
<b>WATER MANAGEMENT BOND FUNDS TOTAL</b>						<b>\$ 3,805,216.42</b>	<b>\$ 3,805,216.42</b>	
<b>WATER AND SEWER ACCOUNTS</b>								
5-00000	Water & Sewer Cash Depository	WA	2000007343111	50,226.73	140,631.19	190,857.92	190,857.92	** Yes
5-01005	Construction Fund	US	4076011281	80,697.97		80,697.97	80,697.97	Yes
5-01006	Operating/Maintenance	US	4076011174	-		-	-	Yes
5-01003	Inv. In US Treasury - Landesbank						2,108,462.50	
5-01007	Senior Reserve						580,850.00	
	<b>Total</b>	<b>US</b>	<b>4076011192</b>	<b>2,689,312.50</b>		<b>2,689,312.50</b>	<b>2,689,312.50</b>	<b>Yes</b>
5-01008	Senior Interest	US	4076011183	365,263.28		365,263.28	365,263.28	Yes
5-01010	Renewal & Replacement	US	4076011209	894,147.65		894,147.65	894,147.65	Yes
5-01011	Rate Stabilization	US	4076011218	-		-	-	Yes
5-01012	Water Connection	US	4076011227	3,562,080.42		3,562,080.42	3,562,080.42	Yes
5-01013	Wastewater Connection	US	4076011236	3,477,027.69		3,477,027.69	3,477,027.69	Yes
5-01014	Revenue Fund	US	4076011165	-		-	-	Yes
5-01015	Surplus Fund	US	4076011272	3,373,635.96		3,373,635.96	3,373,635.96	Yes
5-01016	Principal Account	US	4076036781	367,015.19		367,015.19	367,015.19	Yes
5-01042	Surplus Funds - SBA	SBA	271911	450.62		450.62	450.62	Yes
<b>WATER AND SEWER ACCOUNTS TOTAL</b>						<b>\$ 15,000,489.20</b>	<b>\$ 15,000,489.20</b>	
<b>GRAND TOTAL</b>						<b>\$ 20,971,696.72</b>	<b>\$ 20,971,696.72</b>	

\* Note: This checking account (7264) is reconciled to 6/9/10, not to the end of the month, due to the software's "in transit" calculation.

\*\* Note: This checking account (3111) is reconciled to 6/9/10, not to the end of the month, due to the software's "in transit" calculation.

COMPLETED BY: \_\_\_\_\_

DATE: 6-9-10

# St. Lucie West Services District

## Board Agenda Item

Tuesday, June 15, 2010

### Item

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**CA 6            Approval to transfer funds for R&R Fund, WCF, WWCF and WMB Bond Requisitions**

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### Summary

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Attached for your review and approval is a request to transfer funds from the Renewal & Replacement (R&R) Fund, the Water Connection Fee Fund and the Wastewater Connection Fee Funds (WWCF) for expenses that are previously budgeted project-related expenses for FY 2009/2010 and have been previously approved by the Board to be funded from one of the above mentioned accounts.

All of the expenditures are appropriate for payment from the R&R Fund, the WCF and/or the WWCF Accounts. All expenditures are in compliance with the District's policy where the cost exceeds the capitalization threshold for Fixed Assets.

- \$76,351.46 – Renewal & Replacement Account
- \$73,404.27 – Water Connection Fee Account
- \$22,026.28 – Wastewater Connection Fee Account
- \$4,278.50 – Water Management Benefit Fund

All Invoices for these requisitions are attached for your review.

### Recommendation

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Staff recommends Board approval to transfer funds from the R&R Account for \$76,351.46, the Water Connection Fee Account for \$73,404.27, the Wastewater Connection Fee Account for \$22,026.28 and \$4,278.50, the Water Management Benefit Fund to the Public Fund Checking account for reimbursement for payments made that have been budgeted to be funded by these accounts.

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### Budget Impact

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None.

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### Board Action

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Moved by:

Seconded by:

Action Taken:

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**ST. LUCIE WEST SERVICES DISTRICT  
REQUISITION FOR PAYMENT  
RENEWAL & REPLACEMENT TRUST ACCOUNT**

The undersigned, an Authorized Officer of St. Lucie West Services District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Indenture of Trust from the District to US Bank, as trustee (the "Trustee"), dated as of February 1, 2000 (the "Indenture") (all capitalized terms used herein shall have the meaning as such term in the Indenture):

(A) Requisition Number:

**2010-26**

(B) Name of Payee:

***St. Lucie West Services District, Public Fund Checking Account  
2696604777264***

(C) Amount Payable:

***\$76,351.46***

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable):

***Per attached letter and invoices; all of these expenditures are for renewal and replacement projects where the costs exceeds the capitalization threshold for fixed assets held by the St. Lucie West Services District.***

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

***Renewal/Replacement, Account Number 4076011209***

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [] Renewal/Replacement Fund that each disbursement set forth above was incurred in connection with the cost of extensions, improvements or

additions to, or the replacement or renewal of capital assets of the Utility System, or extraordinary repairs of the Utility System.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Transaction Cost Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ST. LUCIE WEST SERVICES DISTRICT**

By:

---

Chairman  
Harvey Cutler

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
AND CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Renewal & Replacement Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Renewal & Replacement Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer shall have been amended or modified on the date hereof.

---

Consulting Engineer  
Robert W. Lawson, P.E.

2010-26



**St Lucie West Service District  
Transaction Detail By Account  
May 2010**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>5-37000 · WS RENEWAL &amp; REPLACEMENT CIP</b>							
<b>5-37006 · CAPITAL PROJECTS SW064</b>							
Bill	5/27/2010	0362721	FERGUSON ENTERPRISES	PO#13469-3/4 PMM BRZ MTR USG PLAS/LID	882.00		882.00
Total 5-37006 · CAPITAL PROJECTS SW064					882.00	0.00	882.00
<b>5-37007 · CAPITAL PROJECTS SW001</b>							
Bill	5/6/2010	71631	CPH ENGINEERS INC.	PO#13409-SANITARY LIFT STATION EVALUATION & MAINTENANCE EVALUATION TO 03/21/10	1,486.39		1,486.39
Total 5-37007 · CAPITAL PROJECTS SW001					1,486.39	0.00	1,486.39
<b>5-37009 · CAPITAL PROJECTS SW037</b>							
Bill	5/6/2010	2637125	MAINLINE SUPPLY COMPANY	PO#13356-16X2 IP 202NS SDL/2" BALL CORP/2" SS INSERT	604.00		604.00
Bill	5/6/2010	4042	ARMADILLO DIRT WORKS	PO#13438-LABOR & EQUIPMENT TO DIG PITS TO INSTALL LINES TOPS	16,200.00		16,804.00
Total 5-37009 · CAPITAL PROJECTS SW037					16,804.00	0.00	16,804.00
<b>5-37010 · CAPITAL PROJECTS SW039</b>							
Bill	5/6/2010	71629	CPH ENGINEERS INC.	PO#13411-RECLAIMED WATER PUMPING STATION #1-SVCS TO 03/21/10	1,509.57		1,509.57
Bill	5/13/2010	0951704-PAY APP#4	R.K. CONTRACTORS, INC.	PO#13490-SLWSD WWPT TRANSFER PUMP IMPROVEMENTS PROJECT	10,423.30		11,932.87
Total 5-37010 · CAPITAL PROJECTS SW039					11,932.87	0.00	11,932.87
<b>5-37018 · CAPITAL PROJECTS SW069</b>							
Bill	5/6/2010	120282	SYSTEMATIC SERVICES INC.	PO#13322-LABOR&MATERIALS TO REPLACE 125 HP ALLEN BRADLEY 1336 VFD	11,799.00		11,799.00
Total 5-37018 · CAPITAL PROJECTS SW069					11,799.00	0.00	11,799.00
<b>5-37019 · CAPITAL PROJECTS SW070</b>							
Bill	5/7/2010	102	MINUTEMAN CONSTRUCTORS, INC.	PO#13464-ALUMINUM RAIL 42" HIGH WITH TOE KICK	9,960.00		9,960.00
Bill	5/20/2010	115	MINUTEMAN CONSTRUCTORS, INC.	PO#13566-PHASE 1 100' OF 2 LINE RAIL OUTSIDE PERIMETER OF WWTP	5,737.20		15,697.20
Bill	5/27/2010	29389	CUSTOM WELDING DIVERSIFIED INC	PO#13241A-REMOVE EXISTING&REPLACE WITH NEW CATWALK FRAME	16,500.00		32,197.20
Bill	5/27/2010	29388	CUSTOM WELDING DIVERSIFIED INC	PO#13241-ENGINEERED SHOP DRAWINGS FOR CAT WALK TO HEADWORK	1,250.00		33,447.20
Total 5-37019 · CAPITAL PROJECTS SW070					33,447.20	0.00	33,447.20
Total 5-37000 · WS RENEWAL & REPLACEMENT CIP					76,351.46	0.00	76,351.46
<b>TOTAL</b>					<b>76,351.46</b>	<b>0.00</b>	<b>76,351.46</b>

**ST. LUCIE WEST SERVICES DISTRICT  
REQUISITION FOR PAYMENT  
WATER CAPACITY TRUST ACCOUNT**

The undersigned, an Authorized Officer of St. Lucie West Services District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Indenture of Trust from the District to US Bank, as trustee (the "Trustee"), dated as of February 1, 2000 (the "Indenture") (all capitalized terms used herein shall have the meaning as such term in the Indenture):

(A) Requisition Number:

**2010-27**

(B) Name of Payee:

***St. Lucie West Services District, Public Fund Checking Account  
2696604777264***

(C) Amount Payable:

***\$73,404.27***

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable):

***Per the attached invoices relate to projects in which were budgeted to be funded by the Water Connection fee account and therefore are appropriate for payment out of the Water Connection Fee Fund.***

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

***Water Connection Fund, Account Number 4076011227***

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [√] Water Connection Fees Fund and that each disbursement set for the above was incurred in connection with the cost of acquiring and/or constructing improvements or additions to the water facilities of the Utility System for which the

Water Connection Fees were imposed in accordance with the requisitions for disbursement for moneys provided to the Trustee by the District.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Transaction Cost Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ST. LUCIE WEST SERVICES DISTRICT**

By:

---

Chairman  
Harvey Cutler

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
AND CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Water Capacity Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Water Capacity Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer shall have been amended or modified on the date hereof.

---

Consulting Engineer  
Robert W. Lawson, P.E.

**St Lucie West Service District  
Transaction Detail By Account  
May 2010**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>5-38000 · WS WATER CONNECT FEE CIP</b>							
<b>5-38003 · CAPITAL PROJECTS SW058</b>							
Bill	5/6/2010	71628	CPH ENGINEERS INC.	PO#13408-STANDBY GENERATOR FOR HIGH SERVICE PUMPS-SVCS TO 03/21/10	1,175.00		1,175.00
Bill	5/13/2010	RETAINAGE	PARAGON ELECTRIC OF VERO, INC.	PO#13488-RETAINAGE-WTP HSP STANDBY POWER SYSTEM	32,536.70		33,711.70
Total 5-38003 · CAPITAL PROJECTS SW058					33,711.70	0.00	33,711.70
<b>5-38006 · CAPITAL PROJECTS SW041</b>							
Bill	5/6/2010	71628	CPH ENGINEERS INC.	PO#13408-STANDBY GENERATOR FOR HIGH SERVICE PUMPS-SVCS TO 03/21/10	587.50		587.50
Total 5-38006 · CAPITAL PROJECTS SW041					587.50	0.00	587.50
<b>5-38007 · CAPITAL PROJECTS SW043</b>							
Bill	5/6/2010	71627	CPH ENGINEERS INC.	PO#13412-RECOMMISSION 2MG POTABLE WATER TANK-SVCS TO MARCH 21, 2010	1,520.00		1,520.00
Bill	5/13/2010	2010-S-012	CROM ENGINEERING & CONSTRUCTION SERVICES	PO#13489-TANK INSPECTION & COMPREHENSIVE WRITTEN REPORT	2,000.00		3,520.00
Bill	5/20/2010	PAY APP#6-FINAL	FLORIDA ENVIRONMENTAL CONSTRUCTION INC.	PO#13562-SLWSD WTP RECOMMISSIONING 2MG POTABLE WATER TANK	33,816.80		37,336.80
Total 5-38007 · CAPITAL PROJECTS SW043					37,336.80	0.00	37,336.80
<b>5-38008 · CAPITAL PROJECTS SW054</b>							
Bill	5/6/2010	71630	CPH ENGINEERS INC.	PO#13410-POTABLE WATER ODOR CONTROL SYSTEM-SVCS TO 03/21/10	1,768.27		1,768.27
Total 5-38008 · CAPITAL PROJECTS SW054					1,768.27	0.00	1,768.27
Total 5-38000 · WS WATER CONNECT FEE CIP					73,404.27	0.00	73,404.27
<b>TOTAL</b>					<b>73,404.27</b>	<b>0.00</b>	<b>73,404.27</b>

**ST. LUCIE WEST SERVICES DISTRICT  
REQUISITION FOR PAYMENT  
WASTEWATER CAPACITY TRUST ACCOUNT**

The undersigned, an Authorized Officer of St. Lucie West Services District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Indenture of Trust from the District to US Bank, as trustee (the "Trustee"), dated as of February 1, 2000 (the "Indenture") (all capitalized terms used herein shall have the meaning as such term in the Indenture):

(A) Requisition Number:

**2010-28**

(B) Name of Payee:

***St. Lucie West Services District, Public Fund Checking Account  
2696604777264***

(C) Amount Payable:

**\$ 22,026.28**

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of issuance, if applicable):

***Per the attached invoices relate to projects in which were budgeted to be funded by the Wastewater Connection fee account and therefore are appropriate for payment out of the Wastewater Connection Fee Fund.***

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

***Wastewater Connection Fund, Account Number 4076011236***

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [] Wastewater Connection Fees Fund and that each disbursement set for the above was incurred in connection with the cost of acquiring

2010-28

and/or constructing improvements or additions to the water facilities of the Utility System for which the Wastewater Connection Fees were imposed in accordance with the requisitions for disbursement for moneys provided to the Trustee by the District.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the Transaction Cost Account or for payment of capitalized interest, there shall be attached a resolution of the Governing Body of the District approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ST. LUCIE WEST SERVICES DISTRICT**

By:

---

Chairman  
Harvey Cutler

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
AND CAPITALIZED INTEREST REQUESTS ONLY**

If this requisition is for a disbursement from other than Capitalized Interest or Costs of Issuance, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Waste Water Capacity Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Waste Water Capacity Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer shall have been amended or modified on the date hereof.

---

Consulting Engineer  
Robert W. Lawson, P.E.

12:08 PM  
 06/10/10  
 Accrual Basis

**St Lucie West Service District**  
**Transaction Detail By Account**  
**May 2010**

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>5-39000 · WS WASTEWATER CONNECT FEE CIP</b>							
<b>5-39001 · CAPITAL PROJECTS SW032</b>							
Bill	5/6/2010	0319152	ARCADIS G&M INC.	PO#13433-IRRIGATION MODERNIZATION PROJECT-SVCS FROM 03/29/10-04/25/10	500.00		500.00
Total 5-39001 · CAPITAL PROJECTS SW032					500.00	0.00	500.00
<b>5-39005 · CAPITAL PROJECTS SW041</b>							
Bill	5/6/2010	71628	CPH ENGINEERS INC.	PO#13408-STANDBY GENERATOR FOR HIGH SERVICE PUMPS-SVCS TO 03/21/10	587.50		587.50
Total 5-39005 · CAPITAL PROJECTS SW041					587.50	0.00	587.50
<b>5-39007 · CAPITAL PROJECST SW006</b>							
Bill	5/20/2010	2008-21-20	INTEGRATION CONCEPTS, I...	PO#13521-LIFT STATION IINTEGRATION PROJECT	20,938.78		20,938.78
Total 5-39007 · CAPITAL PROJECST SW006					20,938.78	0.00	20,938.78
Total 5-39000 · WS WASTEWATER CONNECT FEE CIP					22,026.28	0.00	22,026.28
<b>TOTAL</b>					<b>22,026.28</b>	<b>0.00</b>	<b>22,026.28</b>

**EXHIBIT A**

**FORM OF REQUISITION**

The undersigned, an Authorized Officer of St. Lucie West Services District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the district to U.S. Bank National Association, as successor trustee to First Union National Bank of Florida, as trustee (the "Trustee"), dated as of November 1, 1991 (the "Master Indenture"), as amended and supplemented by the Twelfth Supplemental Indenture from the District to the Trustee, dated as of March 1, 2010 (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number: **2010-29**

(B) Name of Payee:

**St. Lucie West Services District, Public Fund Checking Account  
2696604777264**

(C) Amount Payable: **\$4,278.50**

Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

**Per the attached invoices relate to projects in which were budgeted to be funded by the Water Management Benefit Bond account and therefore are appropriate for payment out of the Water Management Benefit Bond Fund.**

(D) Fund or Account and subaccount, if any, from which disbursement to be made:

**St. Lucie West Series 2010 Water Management Benefit Bond Acquisition and Construction Account # 136436005**

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2010 Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the Project and each represents a Cost of the Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the 2010 Costs of Issuance Account that has not previously been paid].



The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

If this requisition is for a disbursement from other than the 2010 Costs of Issuance subaccount, there shall be attached a resolution of the Governing Body of the District approving this requisition or the approving the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

**ST. LUCIE WEST SERVICES DISTRICT**

By:

---

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE  
REQUESTS ONLY**

If this requisition is for a disbursement from other than the 2010 Costs of Issuance subaccount, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (ii) the report of the Consulting Engineer attached as an Exhibit to the First Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

---

Consulting Engineer

12:11 PM

06/10/10

Accrual Basis

**St Lucie West Service District**  
**Transaction Detail By Account**  
 May 2010

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>4-06000 · CP WMB CAPITAL PROJECT EXPENSES</b>							
<b>4-06009 · CAPITAL PROJECT WM004</b>							
Bill	5/13/2010	4A-4B	SOUTH FLORIDA WATER MANAGEMENT DISTRICT	SLW SERVICES DISTRICT 4A/4B CONTROL STRUCTURE PER...	1,250.00		1,250.00
Total 4-06009 · CAPITAL PROJECT WM004					1,250.00	0.00	1,250.00
<b>4-06010 · CAPITAL PROJECT WM005</b>							
Bill	5/6/2010	0319150	ARCADIS G&M INC.	PERIMETER BERM PROJECT-SVCS FROM 03/29/10-04/25/10	3,028.50		3,028.50
Total 4-06010 · CAPITAL PROJECT WM005					3,028.50	0.00	3,028.50
Total 4-06000 · CP WMB CAPITAL PROJECT EXPENSES					4,278.50	0.00	4,278.50
<b>TOTAL</b>					<b>4,278.50</b>	<b>0.00</b>	<b>4,278.50</b>

# *St. Lucie West Services District*

## **Board Agenda Item Tuesday, June 15, 2010**

### **Item**

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**DM 1      Consider Approving the Treasury Management Master Agreement**

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### **Summary**

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The Board has previously approved moving its banking operations to SunTrust. District counsel has reviewed the Treasury Management Master Agreement with SunTrust and has agreed on a version that satisfies both SunTrust's and St. Lucie West's interests.

### **Recommendation**

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Staff recommends Board approval to the SunTrust Treasury Management Master Agreement.

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### **Budget Impact**

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None.

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### **Board Action**

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Moved by:

Seconded by:

Action Taken:

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1. Introduction. SunTrust Bank offers a full range of treasury management services to our clients. Throughout this master agreement, (a) SunTrust Bank is referred to as "we," "us" or "our," (b) the treasury management services described in our treasury management terms and conditions referred to below are referred to as the "services," (c) this master agreement and the other documents described below are together referred to as the "agreement," (d) the person or entity using one or more of the services is referred to as "you" or "your" and (e) the individuals identified in any resolution, certificate, delegation of authority or other document that you have given us as having authority to enter into or amend the agreement on your behalf are referred to as your "authorized signers."

When you sign this master agreement you are agreeing to be bound by the terms and conditions of the agreement. The agreement is a legally binding contract that can only be changed as provided in this master agreement.

2. Organization of Agreement. As indicated above, the agreement is made up of several documents, each of which serves a special purpose. The relevant documents and their purposes are as follows:

(a) Treasury Management Terms and Conditions. Our treasury management terms and conditions fall into two categories (i) the general terms and conditions that govern the use of all services and (ii) the specific terms and conditions that govern the use of each individual service. A copy of the treasury management terms and conditions is attached hereto as Appendix A and incorporated herein by reference. These terms and conditions shall govern with respect to the services at the time this Agreement becomes effective. Thereafter, if you add services, the most recent version of the treasury management terms and conditions posted on our website at [www.suntrust.com/treasuryterms](http://www.suntrust.com/treasuryterms) will govern with respect to specific terms and conditions related to those services, unless other terms and conditions are mutually agreed upon by the parties.

(b) Master Agreement. This master agreement describes the structure of the agreement and sets forth certain of the basic contractual provisions relating to your use of the services.

(c) Reference Materials. The reference materials for a service provide details regarding the functionality of that service, as well as certain formatting and other technical requirements that you must follow when using that service. Reference materials may include, without limitation, a user manual, a quick reference guide, a service demo and/or file formats and specifications. Not every service has reference materials.

(d) Delegation of Authority. A delegation of authority is optional. By using one, you are giving other people within your company authority with respect to the agreement and/or the services.

(e) Service Profiles. A service profile reflects certain instructions you give us regarding your setup for a particular service, such as the account(s) linked to that service, the authorized users for that service and the options you select for that service.

(f) Implementation/Setup Forms. An implementation/setup form is an internal document that we use to record additional information and/or instructions you give us with respect to a particular service.

(g) Online Services and Software Materials. We may grant to you a nonexclusive, nontransferable, limited license or sublicense to use one or more software programs in connection with certain services. There may be a

separate license agreement (which may be a "shrink wrap" or "click wrap" agreement and may be with us or a third-party vendor) and/or user manual for some of those software programs. Those software programs and those other items are all part of the software materials. There may also be additional online or "click wrap" terms for the use of the online services. The agreement, online terms and any applicable separate license agreement and user manual set forth the terms and conditions relating to your right to use those online services and software programs as well as important instructions and requirements for their use.

(h) Rules and Regulations. The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts.

If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that particular issue in the order set forth from top to bottom above.

3. Amendments. We may change or add to the provisions of this master agreement and any of the general terms and conditions by giving you 30 calendar days' prior written notice. We may change or add to the terms and conditions for any individual service by giving you 10 calendar days' prior written notice. We may change the information in the implementation/setup forms without giving you notice. You may quarterly inspect our records regarding your accounts (including implementation/setup forms) upon request. Upon receiving notice of the change or addition, you may terminate the agreement or individual service by providing prior written notice effective (1) after thirty (30) calendar days', or (2) as of the date that the change or addition become effective, whichever is sooner. If you continue to use a service after any of these changes or additions become effective (or you earlier confirm a service profile for an affected service), you are bound by those changes or additions. If a change or addition is required by applicable law, clearing house rules or funds transfer system rules, or if we believe that the change or addition is necessary for the security or integrity of the systems that we use in providing any services for you, we may give you notice of the change or addition promptly after we make it. In that case, you are bound by the change or addition unless you terminate your use of the relevant service(s) immediately after you receive our notice. We may change or add to the terms of the software materials or the rules and regulations by providing written notice and by following the procedures set forth in those documents. Upon receiving notice of the change or addition, you may terminate the agreement by providing written notice effective (1) after thirty (30) calendar days', or (2) as of the date that the change or addition becomes effective, whichever is sooner.

4. New Services. If we agree to provide a new service for you, we will create one or more service profiles reflecting certain instructions you give us regarding your setup for that new service and send or otherwise make them available to you. You may not use that service until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for that service and we have completed our implementation of your setup for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service but, if we do provide it, you are bound by the terms of the agreement relating to that service (including, without limitation, the general terms and conditions and the terms and conditions for that new service).



TREASURY MANAGEMENT
MASTER AGREEMENT

5. Changes to Your Setup. If we agree to change your setup for a service in response to your instructions and those instructions are of the type reflected on a service profile, we will send or otherwise make one or more service profiles reflecting those instructions available to you.

If a change is implemented to your setup for a service on an incremental basis, that change supplements (as an addition, deletion or modification), but does not replace, the information in your setup for that service.

If a change is implemented to your setup for a service on a complete replacement basis, the information identified in that service profile completely replaces the information in your setup for that service, to the extent indicated in that service profile.

For example, if a service profile indicates that it completely replaces all of your previous service profiles for a service with respect to the account(s) identified in that service profile, then only the authorized users identified in that service profile are authorized to use the service with respect to the identified account(s).

Alternatively, if a service profile indicates that it completely replaces all of your previous service profiles for the combination of an account and lockbox identified in that service profile, then only the image delivery option(s) selected in that service profile will be provided with respect to the combination of the identified account and lockbox.

Finally, if a service profile indicates that it completely replaces all of your previous service profiles for a service, then only the options identified in that service profile will apply with respect to any of your accounts using that service.

We may refuse to accept letters, e-mails or other forms of communication that instruct us to change your setup for a service if those instructions are of the type reflected on a service profile.

and that instructs us to delete one or more accounts from your setup for a service without requiring you to confirm a service profile reflecting that instruction.

6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services.

our option) to send a service profile to you as an attachment to an e-mail message, you (a) will be deemed to have confirmed that service profile is correct if we receive an e-mail message to that effect that purports to be from one of your authorized signers, (b) adopt that e-mail message as your electronic signature with the intent to sign that service profile and (c) will be bound by that service profile to the same extent as if one of your authorized signers had printed, signed and given it to us.

7. Acknowledgement of Receipt and Agreement to be Bound. By signing below (and each time you confirm a service profile), you acknowledge that you have read, understand and agree to be bound by all provisions of our treasury management terms and conditions (including, without limitation, those that (a) limit our liability to you, (b) obligate you to indemnify us, (c) authorize us to rely on authorization codes, and (d) waive the right to a jury trial) in the form and with the content attached hereto as Appendix A with respect to your use of all services.

Signature. This master agreement has been signed and delivered (which you agree may be by facsimile or e-mail attachment) on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is one of your authorized signers and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this master agreement (and any other documents we may require with respect to the services) on your behalf.

Client Name: \_\_\_\_\_
Authorized Signer: \_\_\_\_\_
Print Name: \_\_\_\_\_
Print Title: \_\_\_\_\_
Address: \_\_\_\_\_
E-Mail: \_\_\_\_\_
Phone: \_\_\_\_\_
Fax: \_\_\_\_\_
Date: \_\_\_\_\_



# Appendix A

## Treasury Management Terms and Conditions

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## General Terms and Conditions for All Service

1. Introduction. SunTrust Bank offers a full range of treasury management services to our clients. Throughout these terms and conditions, (a) SunTrust Bank is referred to as “we,” “us” or “our,” (b) the treasury management services described in these terms and conditions are referred to as the “services,” (c) these terms and conditions and the other documents described below are together referred to as the “agreement,” (d) the person or entity using one or more of the services is referred to as “you” or “your” and (e) the individuals identified in any resolution, certificate, delegation of authority or other document that you have given us as having authority to enter into or amend the agreement on your behalf are referred to as your “authorized signers.”

2. Organization of Agreement. As indicated above, the agreement is made up of several documents, each of which serves a special purpose. The relevant documents and their purposes are as follows:

(a) Treasury Management Terms and Conditions. Our treasury management terms and conditions fall into two categories (i) the general terms and conditions that govern the use of all services and (ii) the specific terms and conditions that govern the use of each individual service.

(b) Master Agreement. The master agreement describes the structure of the agreement and sets forth certain of the basic contractual provisions relating to your use of the services.

(c) Reference Materials. The reference materials for a service provide details regarding the functionality of that service, as well as certain formatting and other technical requirements that you must follow when using that service. Reference materials may include, without limitation, a user manual, a quick reference guide, a service demo and/or file formats and specifications. Not every service has reference materials.

(d) Delegation of Authority. A delegation of authority is optional. By using one, you are giving other people within your company authority with respect to the agreement and/or the services.

(e) Service Profiles. A service profile reflects certain instructions you give us regarding your setup for a particular service, such as the account(s) linked to that service, the authorized users for that service and the options you select for that service.

(f) Implementation/Setup Forms. An implementation/setup form is an internal document that we use to record additional information and/or instructions you give us with respect to a particular service.

(g) Online Services and Software Materials. We may grant to you a nonexclusive, nontransferable, limited license or sublicense to use one or more software programs in connection with certain services. There may be a separate license agreement (which may be a “shrink wrap” or “click wrap” agreement and may be with us or a third-party vendor) and/or user manual for some of those software programs. Those software programs and those other items are all part of the software

materials. There may also be additional online or “click wrap” terms for the use of the online services. The agreement, online terms and any applicable separate license agreement and user manual set forth the terms and conditions relating to your right to use those online services and software programs as well as important instructions and requirements for their use.

(h) Rules and Regulations. The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts.

If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that particular issue in the order set forth from top to bottom above.

3. Amendments. We may change or add to the provisions of the master agreement and any of these general terms and conditions by giving you 30 calendar days’ prior written notice. We may change or add to the terms and conditions for any individual service by giving you 10 calendar days’ prior written notice. We may change the information in the implementation/setup forms without giving you notice. You may quarterly inspect our records regarding your accounts (including implementation/setup forms) upon request. Upon receiving notice of the change or addition, you may terminate the agreement or individual service by providing prior written notice effective (1) after thirty (30) calendar days’, or (2) as of the date that the change or addition become effective, whichever is sooner. If you continue to use a service after any of these changes or additions become effective (or you earlier confirm a service profile for an affected service), you are bound by those changes or additions. If a change or addition is required by applicable law, clearing house rules or funds transfer system rules, or if we believe that the change or addition is necessary for the security or integrity of the systems that we use in providing any services for you, we may give you notice of the change or addition promptly after we make it. In that case, you are bound by the change or addition unless you terminate your use of the relevant service(s) immediately after you receive our notice. We may change or add to the terms of the software materials or the rules and regulations by providing written notice and by following the procedures set forth in those documents. Upon receiving notice of the change or addition, you may terminate the agreement by providing written notice effective (1) after thirty (30) calendar days’, or (2) as of the date that the change or addition becomes effective, whichever is sooner.

4. New Services. If we agree to provide a new service for you, we will create one or more service profiles reflecting certain instructions you give us regarding your setup for that new service and send or otherwise make them available to you. You may not use that service until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for that service and we have completed our implementation of your setup for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may

refuse to provide that service but, if we do provide it, you are bound by the terms of the agreement relating to that service (including, without limitation, these general terms and conditions and the terms and conditions for that new service).

5. Changes to Your Setup. If we agree to change your setup for a service in response to your instructions and those instructions are of the type reflected on a service profile, we will send or otherwise make one or more service profiles reflecting those instructions available to you. That change will not take effect until you have confirmed (in a manner acceptable to us) that those service profiles are correct, you have successfully completed any required testing or training for the change and we have completed our implementation of the change. In that regard, changes to your setup for a service reflected on a service profile will be implemented either on an "incremental" basis or a "complete replacement" basis, as reflected and to the extent indicated in the service profile.

If a change is implemented to your setup for a service on an incremental basis, that change supplements (as an addition, deletion or modification), but does not replace, the information in your setup for that service. For example, if an incremental service profile indicates that it adds a new authorized user for a service, all existing authorized users for that service continue to be authorized users unless you specifically request that we delete one or more of them and that deletion is reflected in a separate service profile that you confirm (in a manner acceptable to us).

If a change is implemented to your setup for a service on a complete replacement basis, the information identified in that service profile completely replaces the information in your setup for that service, to the extent indicated in that service profile. In that regard, information can be completely replaced (a) only for the account(s) identified on the service profile, (b) only for the combination of the account(s) and linked feature(s) of the service identified on the service profile or (c) for all accounts using the service.

For example, if a service profile indicates that it completely replaces all of your previous service profiles for a service with respect to the account(s) identified in that service profile, then only the authorized users identified in that service profile are authorized to use the service with respect to the identified account(s). However, none of your service profiles for other accounts using that service are affected and all authorized users listed on them continue to be authorized users with respect to those other accounts.

Alternatively, if a service profile indicates that it completely replaces all of your previous service profiles for the combination of an account and lockbox identified in that service profile, then only the image delivery option(s) selected in that service profile will be provided with respect to the combination of the identified account and lockbox. However, none of your service profiles for other combinations of accounts and lockboxes for that service are affected and all image delivery options selected in them will continue to be provided with respect to those other combinations of accounts and lockboxes

Finally, if a service profile indicates that it completely replaces all of your previous service profiles for a service, then only the options identified in that service profile will apply with respect to any of your accounts using that service. None of your previous service profiles for that service are effective and none of the options identified on them will apply with respect to any of your accounts using the service.

We may refuse to accept letters, e-mails or other forms of communication that instruct us to change your setup for a service if those instructions are of the type reflected on a service profile. However, you agree that we may (at our option) accept an e-mail that purports to be from one of your authorized signers and that instructs us to delete one or more accounts from your setup for a service without requiring you to confirm a service profile reflecting that instruction.

6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. Without limiting the types of electronic signatures we may accept, you agree that, if we elect (at our option) to send a service profile to you as an attachment to an e-mail message, you (a) will be deemed to have confirmed that service profile is correct if we receive an e-mail message to that effect that purports to be from one of your authorized signers, (b) adopt that e-mail message as your electronic signature with the intent to sign that service profile and (c) will be bound by that service profile to the same extent as if one of your authorized signers had printed, signed and given it to us.

7. Receipt and Agreement to be Bound by Governing Documents. Your use of a service is governed by the master agreement, these treasury management terms and conditions and the other documents described in either of them. Each time you confirm a service profile for a service you acknowledge that you are bound by these terms and conditions with respect to the services currently in use at the time this Agreement becomes effective. Thereafter, if you add services, the most recent version of the treasury management terms and conditions posted on our website at [www.suntrust.com/treasuryterms](http://www.suntrust.com/treasuryterms) will govern with respect to specific terms and conditions related to those services, unless other terms and conditions are mutually agreed upon by the parties.

8. Our Right to Delay or Refuse to Process Transactions. We may delay, refuse to process and/or impose a specific fee that shall be identified to you at the time of the occurrence with respect to any item, transaction or instruction with respect to a service which (a) does not comply with the provisions of the agreement relating to that particular service, (b) is not complete, correct and current, (c) is greater in frequency or number than is permitted for the relevant account or service, (d) is for an amount that is less than the minimum amount permitted for the relevant account or service, (e) relates to an account that has been closed or exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance), (f) we believe in good faith is not genuine, conflicts with another instruction or relates to funds or an account over which there is a dispute or restriction on withdrawal, (g) we suspect results from a breach in the confidentiality of a security procedure or authorization code or relates to an account or



service that we suspect is being used for, or is the target of, fraudulent or illegal activity, or (h) might cause us to violate applicable law or otherwise expose us to liability. We may also suspend your ability to use a service if any of the circumstances described in clause (g) or (h) in the prior sentence occurs.

9. Overdrafts. As noted above, we may delay and/or refuse to process any item, transaction or instruction that exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance). If we decide in our discretion to process an item, transaction or instruction that exceeds the amount of available funds in the relevant account (or would reduce the balance of the available funds in the relevant account below any required minimum balance), you agree to reimburse us on demand for (a) the full amount of any overdraft or other shortfall created by that item, transaction or instruction, (b) all overdraft fees and charges we may impose from time to time, (c) interest on the amount of the overdraft or other shortfall at the rate we may impose from time to time for the day the overdraft or other shortfall was created and for each following day until the overdraft or other shortfall has been paid, and (d) all costs and expenses (including, without limitation, attorney's fees) we incur in collecting the overdraft or other shortfall, or any fees, charges or interest relating to it, from you.

10. Security Procedures and Authorization Codes. Some of the services require you to implement appropriate security procedures that are outlined in the terms and conditions for those services. The security procedures are designed to verify the authenticity of instructions that we receive (including, at our option, confirmation of service profiles by your authorized signers) and to control access to information and services. They are not designed to detect errors in the content or transmission of instructions or information. We may rely on the security procedures to control access to information and services and to determine whether any instructions we receive are authentic. You will be bound by all instructions issued in your name and accepted by us in compliance with the applicable security procedures, whether or not you or one of your authorized users actually gave us those instructions. The security procedures may require the use of PINs, user ID numbers, passwords, test keys, algorithms or other codes, all of which are referred to as "authorization codes." In some cases, we will provide all of the authorization codes (which, for some services, may be the same for multiple users). In these cases, we will either give the authorization codes directly to your users (or, if we have elected to permit your authorized signers to confirm service profiles by using authorization codes, then in that case directly to your authorized signers) or we will give them to the person within your company that you have designated as your "contact" or security administrator (as defined below). If we elect to give the authorization codes to your contact, that person is then responsible for distributing the authorization codes to your users. In other cases, you will be required to appoint a person within your company who has the authority to determine who is permitted to use certain services on your behalf. That individual is referred to as your "security administrator." Some services give you the option of designating more than one contact and/or security administrator. In these cases, we may give all of the authorization codes to a single contact or security administrator or (at our option) we may give a portion

of the authorization codes to a particular contact or security administrator with the rest of the authorization codes going to another contact or security administrator. If we do not give all of the authorization codes to a single security administrator, your security administrator must obtain the other portions of the authorization codes from the other contact or security administrator who received them. After obtaining the other portions of the authorization codes, your security administrator is responsible for creating and providing authorization codes for and establishing limits on each user's authority to initiate transactions, access information and use services on your behalf. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures and authorization codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your contacts, your security administrators, any users to whom we or your contacts or security administrators have provided authorization codes and any other person who has obtained access to your authorization codes. In some cases, a third party vendor may provide the authorization codes on our behalf. We may send the reference materials and any notices regarding a service to your contact(s) for that service as reflected in your service profiles for that service as they are in effect at the relevant time.

11. Authorized Signers. As indicated above, your authorized signers are those individuals identified in any resolution, certificate, delegation of authority or other document that you have given us as having authority to enter into or amend the agreement on your behalf. We may act upon any oral or written instructions we receive that we believe in good faith to have been given by one of your authorized signers (including instructions sent by facsimile, e-mail or other electronic method). In addition, if we have elected to permit your authorized signers to confirm service profiles by using authorization codes, any person giving us an appropriate authorization code will be deemed to have authority to confirm service profiles, even if he or she is not otherwise one of your authorized signers.

12. Authorized Persons. The individuals who have authority to give us instructions, access information and use services on your behalf are those that are reflected in your delegation of authority, if you have executed one, or any other separate written resolution or other document relating to the services that you have given us. These individuals may be referred to as "authorized representatives," "authorized users," "authorized persons" or similar terms in these general terms and conditions and/or the terms and conditions for particular services. In addition, if you use a service that involves authorization codes, any person giving us an appropriate authorization code will be deemed to have authority to give us instructions, access information and use services on your behalf, even if he or she is not otherwise designated as having authority to do so. You may also authorize third party processors and other agents to give us instructions, access information and use services on your behalf. We may act upon any oral or written instructions we receive that we believe in good faith to have been given by an authorized person (including instructions sent by facsimile or other electronic method). We are authorized to follow the instructions of your contact, your security administrator or any person designated as having authority to act on your behalf (or that

gives us or uses an appropriate authorization code) until we receive written notice that his or her authority (or authorization code) has been terminated and we have had a reasonable time to act upon that notice. At our option, we may require written confirmation of instructions that are given orally or by facsimile.

### 13. Our Online Services and Software Materials.

(a) Use of Online Services. We offer several online services (including data transmission services) that allow you to electronically access information concerning your accounts, give us instructions regarding certain transactions with respect to your accounts and use of the services, and transmit and receive data files to or from us. We can also use online services to electronically provide you reports, confirmations, statements and other information regarding your accounts and use of the services. The instructions that you can give us through online services vary by service. These online services may require you to comply with various security procedures, including that you use authorization codes. You agree to provide us with all information we request to enable us to activate your ability to use online services. Some of the online services have specific formatting and other technical requirements, as we may specify from time to time. You agree to comply with these requirements when using the online services and to allow us to test and approve your setup for an online service or data transmission service before you begin using it. Certain of the online services may also require you to comply with certain online terms and/or use software that we license or sublicense to you. Your use of the online services and any software materials is subject to the online terms, any accompanying license agreement and the other terms of the agreement.

(b) Nonexclusive License. Your rights in the online services and software materials are limited to a nonexclusive license to use them solely in connection with your use of the services for your internal business purposes. You may not transfer or assign any of your rights with respect to the license, and the license will be automatically revoked if the agreement is terminated generally or with respect to the particular service to which the online services or software materials relate. If your license is revoked, you must return the software materials and any copies or extracts that you have made to us immediately. You may not (i) sublicense, sell, lease, distribute or (except with respect to your employees or agents) provide access to any of the online services or software materials to any third party, (ii) use the online services or software materials in a service bureau, time-sharing, outsourcing or similar arrangement, (iii) use the online services or software materials in any manner that is not expressly permitted by the agreement, (iv) modify, decompile, reverse engineer, disassemble or create derivative works from the online services or software materials or (v) copy all or part of the online services or software materials, except as necessary for reasonable back up purposes or (vi) take any actions or engage in any conduct that violates our rights (or those of our vendor) with respect to the online services or software materials.

(c) Proprietary Rights. Except as otherwise set forth in the online terms, the software materials or the terms and conditions for the relevant service, we or our vendor retain all ownership and other rights in the online services and software materials and in any related trade

secrets, copyrights and other intellectual property rights. In addition, you acknowledge that the online services and software materials contain valuable, confidential, trade secret information that belongs to us or to our vendor. You will not disclose or otherwise make that information available to any person other than your employees or agents that need to use the online services or software materials in order for you to use the services, and as to agents, have agreed in writing to comply with the restrictions on use in the agreement. You will instruct those employees or agents to keep the online services and software materials confidential by using the same care and discretion that you use with respect to your own confidential property and trade secrets. Your obligations of confidentiality regarding the online services and software materials will continue after termination of the agreement and your use of the services for so long as that information remains a trade secret or is otherwise subject to the protection of applicable law.

(d) Accounts at other Institutions. Some of our online services have the ability to access information concerning accounts at other financial institutions. In order for you to take advantage of this functionality, you must give written instructions to the other financial institution(s) to make information regarding those accounts available to us and the other financial institution(s) must give us written instructions to make that information available to you through one of our online services. We are not responsible for any inaccuracies in any information provided by the other financial institution(s) or for any errors or delays in any service caused by the other financial institution(s).

(e) No Guarantees or Responsibility. We make no guarantees and have no responsibility with respect to (i) the operation of any online service or software materials being uninterrupted, error free or free from program limitations, (ii) defects in the online services or software materials or any information provided through them, (iii) the online services, the servers that make them available or the software materials being free of viruses, disabling devices or other harmful components, (iv) any information or reports that are transmitted over the Internet or sent by e-mail or other electronic method remaining confidential or being accurately transmitted, or (v) any person gaining unauthorized access to the online services, unless we failed to meet our standard of care in giving that person an authorization code. If an online service is not available or you are unable to access an online service, you agree to use another method (such as written instructions) to access your accounts or use the services.

14. Your Equipment, Communications Capabilities and Software. Several of the services require you to have certain equipment, communications capabilities or software. You are responsible for providing and maintaining (at your cost and expense) any equipment, communications capabilities or software (other than software we provide in connection with certain of our services) necessary for any of the services that you use. It is your responsibility to insure that the equipment, communications capabilities and software you select are compatible with those that we use from time to time to provide the services. We have no responsibility if any equipment, communications capabilities or software that you use is defective or is not compatible with ours, even if you have told us what equipment, communications

capabilities and software you intend to use or we have previously approved its use.

15. Fraud Detection/Deterrence. Payment system fraud has increased dramatically in recent years due to a number of factors. From time to time we may make certain products and services that are designed to detect and/or deter payment system fraud available to you. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood of certain types of fraudulent transactions occurring in your accounts. As a result, you agree that if you fail to implement any of these products or services that we specifically offer to you, (a) you will be precluded from asserting any claims against us with respect to any unauthorized, altered, counterfeit or other fraudulent transactions occurring in your accounts that the product or service was designed to detect or deter, (b) we will not be required to recredit your accounts or otherwise have any liability for such transactions, and (c) you will indemnify us for any loss or expense (including, without limitation, reasonable attorneys' fees to the extent permitted by law) directly attributable to your failure to implement the fraud detection/deterrence products and services specifically offered to you relating in any way to such transactions, so long as we otherwise satisfied our duty of care with respect to the other aspects of such transactions.

16. Fees and Taxes. You will pay us all fees that we disclose to you for any of the services that you use. We may change or add new fees for services from time to time. You may quarterly inspect our records regarding your accounts (including implementation/setup forms) upon request. If you continue to use the service after the change becomes effective, you agree to pay the new fees. In addition, you agree to pay any taxes, if any, (other than taxes based on our net income) relating to the services that you use and to pay any out-of-pocket expenses we incur in performing the services for you, including any communication, access, transmission and data processing charges. We acknowledge that you're a tax exempt unit of special purpose local government. Your accounts are also subject to the fees set forth in the schedule of fees described in the rules and regulations. A copy of these fees will be available upon request. We may change those fees by providing written notice and following the procedures set forth in the rules and regulations. Upon receiving notice of the change to the fees, you may terminate the agreement by providing written notice effective (1) after thirty (30) calendar days', or (2) as of the date that the change becomes effective, whichever is sooner. We may collect any fees, taxes or expenses by debiting your accounts with us, offsetting those amounts against any earnings credits relating to any analysis of your deposit accounts, or other applicable method. We reserve the right to charge interest on any amounts that are not paid in accordance with the provisions of the Florida Local Government Prompt Payment Act at Chapter 218, Florida Statutes. We will apply all debits, credits and payments first to unpaid interest and then to fees, taxes and expenses in the order in which they were due. If you fail to pay any amount that you owe us under this agreement, we have the option of canceling or suspending the performance of any further services for you.

17. Term and Termination. Unless a shorter period of notice is provided in the terms and conditions for the relevant service or we

mutually agree to a shorter period of notice, the agreement will continue in effect until either you or we give 30 calendar days' prior written notice of termination to the other party. Any such termination may be for the entire agreement or for a particular service. In addition, we may terminate this agreement or any service immediately and without giving you prior written notice if (a) you violate this agreement, (b) any representation or warranty you make to us fails to be true and correct in any material respect, (c) we believe in good faith that there has been a material adverse change in your financial or business condition, (d) you make a general assignment for the benefit of creditors or become a debtor in any bankruptcy or other insolvency or liquidation proceeding, (e) we determine that changes in applicable laws, regulations, clearing house rules or funds transfer system rules have made it impracticable for us to perform under the agreement generally or with respect to a particular service or (f) any of the circumstances described in clause (g) or (h) of Section 8 of these general terms and conditions occurs. Even though the agreement may be terminated entirely or with respect to a particular service, all provisions relating to your indemnification obligations, your obligations concerning confidential information and limitations on our liability will continue to apply and will survive termination. You also continue to be liable for any obligations that you incurred prior to the termination of the agreement or any service, those that you incur in the process of terminating the agreement or a particular service and for any outstanding transactions.

18. Your Representations and Warranties. Each time you use a service you represent and warrant to us that (a) you are duly organized, validly existing and in good standing under the laws of your state of organization, (b) you have full power and authority to carry on your business and to enter into and perform your obligations under the agreement, (c) you have taken all actions necessary to enter into and perform your obligations under the agreement, (d) all resolutions or other authorizations you have given to us are true, accurate and complete in all material respects, (e) all assumed or fictitious names that you use have been duly registered or filed with the applicable governmental authorities, (f) you have obtained all necessary consents or authorizations for you to enter into the agreement, (g) this agreement is legally binding on you, (h) each person whose name is written or printed on your delegation of authority, if you have executed one, or any resolution or other separate written authorization concerning the agreement or any service has complete authority to bind you in all transactions relating to the agreement or any service, (i) you are neither bankrupt nor insolvent nor have you made an assignment for the benefit of creditors or sought the protection of any bankruptcy, insolvency or liquidation proceeding, nor do you have the present intention to do so, (j) you have not commenced any dissolution proceedings and no governmental authority having jurisdiction over you has served a notice of its intent to suspend or revoke your operations, and (k) the agreement does not violate any law, regulation or agreement to which you are a party. You also make the representations and warranties that are set forth in the terms and conditions for a service each time you use that service. You agree to immediately notify us if any representation or warranty you make to us is no longer true.

**19. Liability and Indemnification.**

(a) Your Duty of Care. You must exercise good faith and ordinary care in performing your obligations under the agreement. In addition, you must promptly examine each written or electronic confirmation, report, periodic statement, notice or other document related to any services and notify us of any error, omission or other discrepancy reflected in such confirmation, report, periodic statement, notice or document within 30 days (or such shorter period of time specified in the terms and conditions for the relevant service) after we send or make it available to you.

(b) Our Duty of Care. In performing the services for you, you agree that we are not acting as a fiduciary for you or for your benefit and that our responsibility is limited to acting in good faith and exercising ordinary care. In that regard, the services have several unique characteristics that relate to our duty of care. For example, most of the services involve large volumes of items or transactions that are processed in a highly automated environment. The procedures set forth in the terms and conditions and/or the reference materials for each service have been designed in light of those characteristics to maximize your ability to use that service in an efficient manner while minimizing your cost and inconvenience. You agree that the procedures for each service are commercially reasonable and that we will be deemed to have exercised ordinary care if we substantially comply with the procedures. You also agree that clerical errors, mistakes in judgment, and occasional or unintentional deviations by us from the procedures will not be deemed to constitute a failure on our part to exercise ordinary care. You also agree that we will not be deemed to have failed to exercise ordinary care with respect to any error, delay or failure to perform that is caused by (i) fire, natural disaster, strike, civil unrest, terrorism, failure of computer or communications facilities, (ii) the acts or omissions of any third party (including any Federal Reserve Bank, clearing house or funds transfer system) or (iii) any circumstance beyond our reasonable control or for which we do not have responsibility under the agreement.

(c) Conditions on Our Liability. We will have no liability to you unless we fail to satisfy our duty of care as described above. If we fail to satisfy our duty of care, you agree to the maximum extent permitted by law that we will have no liability for any losses or damages resulting from that failure unless (i) you have complied with the terms of the agreement and satisfied your duty of care as described above (including your duty to discover and report any error, omission or other discrepancy reflected in any confirmation, report, periodic statement, notice or document to us within the applicable period), (ii) you take all reasonable actions to limit your losses or damage, (iii) promptly give us written proof of your losses or damages and cooperate with us in investigating the error, omission or other discrepancy and your losses or damages, and (iv) you bring any claim, action or proceeding against us with respect to any error, omission or discrepancy within one year after it occurred (in that regard, if the error, omission or discrepancy is a repetitive one, all such errors, omissions or discrepancies will be deemed to have occurred on the date of the first such error, omission or discrepancy).

(d) Limits on Our Liability. If we fail to satisfy our duty of care and you have satisfied the conditions to our liability, both as

described above, then you agree to the maximum extent permitted by law that our liability to you will be limited to your actual monetary losses or damages that are a direct result of that failure, up to the lesser of (i) the amount of the transaction to which the error, omission or other discrepancy relates or (ii) the amount of the treasury management fees that you have paid us for the twelve months preceding the month in which the failure occurred (less any non-transactional claims paid during that previous twelve months). We acknowledge that the Uniform Commercial Code and NACHA Rules and Regulations generally do not permit limits of liability for the bank's failure to exercise ordinary care or lack of good faith in dealing with your banking transactions. You also agree to the maximum extent permitted by law that we will never be liable to you for any indirect, consequential, special, punitive or exemplary losses or damages (including, without limitation, lost profits, loss of data, business interruption or delay, time, savings, property or goodwill), without regard to the form of your claim or action or whether your claim is in contract, tort or otherwise, and even if we knew such losses or damages were possible or likely. To the extent we are required by applicable law to pay you interest on any amount for which we are liable under this section, that interest will be determined by using the "federal funds rate" we paid at the close of business on each day during the period beginning on the day such failure occurred until we have paid you the full amount of our liability. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the transactions in question to us and to assist us in any efforts or legal actions that we may take to recover those amounts from any third party.

(e) Disclaimer of Warranties. To the maximum extent permitted by law, we disclaim all representations and warranties of any kind, whether express, implied or statutory, with respect to the services, the software materials, the online services, and any equipment or software that you use in connection with the services, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

(f) Your Indemnification Obligations. Unless finally determined by a court or arbitrator having proper jurisdiction to have been caused primarily by our negligence or intentional misconduct, you agree to defend, indemnify, protect and hold us, our affiliates and our respective officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to the services, the software materials or the agreement (including those caused by: (i) your failure to comply with any of the provisions of the agreement, (ii) the failure of any of the representations or warranties that you make to us to be true and correct in all respects at any time or (iii) any instructions you give us). The foregoing indemnity is conditioned on such loss being proximately caused in whole or in part by your negligent or willful act or omission, and conditioned further that nothing herein shall be deemed to require you to indemnify us, our officers, employees, or agents for our own negligent or willful acts or omissions. Notwithstanding any other provision in these treasury management terms and conditions, nothing herein is intended to serve as

a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the monetary limits set forth in Section 768.28, Florida Statutes.

20. Reserved.

21. Jury Trial Waiver. You and we both knowingly, voluntarily, intentionally and irrevocably waive any right to a trial by jury with respect to any litigation based on, arising out of or relating to the agreement, the services, or any other document, instrument, transaction, course of conduct, course of dealing, statements (whether verbal or written) or your or our actions. This provision is a material inducement for us to enter into the agreement. You also acknowledge that none of our representatives or agents has represented that we would not seek to enforce this jury trial waiver in the event of any litigation.

22. Miscellaneous.

(a) Notices. Any notices under the agreement may be given by mail, personal delivery, fax, e-mail or other electronic means. We may use any address (including e-mail or other electronic addresses) for you shown in our records that we believe in good faith is valid. Any notice we send you will be effective when you receive it. You must send any notices to us to your treasury management services sales officer. Any notice you send us is effective when we actually receive it.

(b) Severability. Any provision of the agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction and to the extent of such invalidity or unenforceability, be deemed replaced with a valid and enforceable provision as similar as possible to the one replaced and all of the remaining provisions of the agreement will remain in full force and effect.

(c) Binding Agreement/Benefit. The agreement binds and benefits both you and us and our respective legal representatives, successors and assigns. The agreement is not for the benefit of any third party, and no third party has any right against either you or us under the agreement.

(d) Confidential Information and Public Records. The parties acknowledge and agree that they are subject to the provisions of Chapter 119, Florida Statutes relating to the release of public records. The parties acknowledge and agree that your account transaction records are public records, with the exception of your account numbers, which may be exempt. You acknowledge that authorization codes, security procedures and software materials are valuable, confidential, trade secret information that belongs to us or our software vendors. You will not disclose or otherwise make that information available to any person other than your employees or agents that need it in order for you to use the services and, as to agents, have agreed in writing to comply with the restrictions on use in the agreement. You will instruct those employees or agents to keep the authorization codes, security procedures and software materials confidential by using the same care and discretion that you use with respect to your own confidential property and trade secrets. Your obligations of confidentiality regarding the authorization codes, security

procedures and software materials will continue after termination of the agreement and your use of the services for so long as that information remains a trade secret or is otherwise subject to the protection of applicable law.

(e) Entire Agreement. The agreement is the complete and exclusive statement of the agreement between you and us with respect to the services. The agreement completely replaces any other ones you have given us in the past with respect to the services, except that any instructions you have given us under any such past agreements continue to be effective until replaced or deleted in accordance with the agreement (including, without limitation, through a service profile or an implementation/setup form).

(f) Headings and Certain References. The headings used in the agreement are for reference purposes only and should not be considered when interpreting the agreement. Whenever the term "including" is used in the agreement, it means "including, without limitation". Whenever the term "days" is used in the agreement, it is a reference to calendar days unless that reference specifies it is business days or banking days.

(g) Assignment. You may not assign the agreement or any of your rights or duties under it to any third party without our prior written consent. We may assign the agreement to any of our affiliates or successors or to any other person or entity in connection with a sale of assets without obtaining your consent. In addition, we may delegate our duties under the agreement to third party vendors without giving you notice of, or obtaining your consent to, such delegation.

(h) Applicable Law and Jurisdiction. The agreement is governed by and should be interpreted in accordance with the applicable federal laws and the internal laws of the State of Florida. In the event it is necessary for either party to initiate legal action relating to the agreement, the services, or any other document, instrument, transaction, course of conduct, course of dealing, statements (whether written or oral), or your or our actions, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

(i) Attorneys Fees. The prevailing party in any proceeding arising out of or relating to the agreement is entitled to recover its attorney's fees and costs, in addition to any other remedy it maybe entitled to under applicable law.

(j) Telephonic Communications. You consent to the recording of telephone conversations of your personnel in connection with the agreement and assume responsibility for obtaining the consent of, and giving notice to, such personnel. The decision to record any telephone conversation is solely at our discretion and we will not have any liability for failing to do so in any particular circumstance.

(k) Remedies. The rights, powers, remedies and privileges provided for you in the agreement are your sole and exclusive rights, powers, remedies and privileges with respect to the services and any failure by us to perform the services in accordance with the terms of the agreement. The rights, powers, remedies and privileges provided for us

in the agreement are in addition to any rights, powers, remedies and privileges with respect to the services or any failure by you to comply with the terms of the agreement that we have under applicable law or otherwise, and we may exercise any or all of those rights, powers, remedies and privileges in any order.

(l) No Waiver of Rights. A failure or delay by us in exercising any right, power or privilege in respect of the agreement will not be presumed to operate as a waiver of that or any other right, power or privilege, and a single or partial exercise by us of any right, power or privilege will not be presumed to preclude any subsequent or further exercise by us of that or any other right, power or privilege.

(m) No Strict Construction. In the event an ambiguity or question of intent or interpretation of the agreement arises, the agreement should be construed as if you and we both drafted the agreement, and no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any provisions of the agreement will apply.

(n) Financial Accommodation. You acknowledge that the agreement is an agreement to provide a "financial accommodation" as that term is defined in the federal bankruptcy laws and, as a result, that neither you nor any bankruptcy trustee (including you when acting as a debtor-in-possession) have the ability to assume or reject the agreement as an executory contract.

(o) Financial Statements. You agree to provide us with financial statements and other financial information that we may reasonably request from time to time.

(p) Our Records. You agree that our records regarding the features and accounts that you have asked us to include in our

implementation of your setup for any service (including the implementation/setup forms for that service) will be deemed correct and will control in the event of any dispute regarding your setup for that service. This provision applies even if we have not given you a copy of those records or you have not signed any documents included in those records. You may quarterly inspect our records regarding your accounts (including the implementation/setup forms) upon request.

(q) Authority for Other Entities. If you ask us to include accounts that belong to another person or entity in our implementation of your setup for the services, then (a) you represent and warrant to us that the other person or entity has given you authority to access its accounts through use of any service to the same extent as if you owned them, (b) each reference to "you" or "your" in the agreement will be deemed to be a collective reference to you and each other person or entity whose accounts are included in our implementation of your setup for the services, (c) all of the provisions set forth in the agreement will apply to the accounts as if you owned them, (d) each person who is authorized to act on your behalf with respect to a service is also authorized to act on your behalf to the same extent with respect to the accounts of each other person or entity whose accounts are included in our implementation of your setup for that service, and (e) you and each other person or entity whose accounts are included in our implementation of your setup for the services are jointly and severally liable for all indemnification, confidentiality and other obligations to us under the agreement. We may require written confirmation from the other person or entity that it has authorized you to include its accounts in our implementation of your setup for the services and you agree to notify us immediately if that authority is revoked or changed.

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## Account Reconciliation Service

1. Description of the ARP Service. The SunTrust Account Reconciliation or "ARP" service allows you to facilitate the reconciliation of your accounts by exchanging information with us regarding checks that you have issued against your accounts and/or checks deposited into your accounts. Details regarding the functionality of the ARP service and certain formatting and other technical requirements that you must follow when using the ARP service are provided in the ARP reference materials as we update them from time to time.

2. Operation of the Service. You must tell us (in a form that is acceptable to us) which ARP service you desire for each account that is included in your setup for the ARP service. Except as otherwise provided in these ARP terms and conditions or the ARP reference materials, all check, deposit or other information exchanged between us

in connection with the ARP service will be transmitted electronically in the format we specify. Check, deposit and other information you send us must be received by us no later than the cutoff time for such information reflected in the ARP reference materials. You may select a daily, monthly, weekly or bi-weekly statement cycle for each account included in your setup for the ARP service. If you fail to designate a statement cutoff on our ARP calendar, the statement cycle will be monthly with a cutoff at the end of the calendar month.

3. Suspension of Service. You agree that you will be in material breach of these ARP terms and conditions if you repeatedly fail to meet any of the deadlines described above. In addition to any other rights we may have under the agreement or applicable law, we may immediately suspend your use of the ARP service.

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## Accounts Receivable Conversion Service

1. Description of the Accounts Receivable Conversion Service. Accounts Receivable Conversion or "ARC" is a standard National Automated Clearing House Association or "NACHA" entry class that provides clients using our Scannable Lockbox, or "SLB," and ACH

origination services the ability to convert eligible checks deposited through their lockbox service into automated clearing house entries. ARC entries are single-entry debits used by you for the conversion of eligible checks received via the U.S. mail or at a drop box location for

the payment of goods and services. We will act as your agent or for purposes of the NACHA rules as your service provider to evaluate lockbox items for conversion to ARC entries or to process the item through lockbox check processing. Each lockbox item selected for conversion will be the source document for the related ARC entry. Details regarding the ARC service functionality and certain other technical requirements that you must follow when using the ARC service are provided in our SLB service reference materials and our ACH origination service reference materials, as we update either or them from time to time.

2. Function of ARC Service. We will allow you to use the ARC service only once you have been set up for our SLB service and have been qualified and set up for our ACH origination service. You may use the ARC service with respect to the account(s) and lockbox(es) that are identified on your ARC service profiles, as they are in effect the relevant time, if those account(s) are designated account(s) for the ACH origination service and we have agreed to include those account(s) and lockbox(es) in your set up for the ARC service. In that regard, if a service profile for SLB service includes information indicating your election to use ARC service, that service profile constitutes an ARC service profile as well. We will act as the originating depository financial institution or "ODFI" with respect to the ARC entries created as part of this service. You will be the "originator" for each of those ARC entries. By confirming an ARC service profile, you agree to be bound by and comply with the NACHA Operating Rules and Operating Guidelines.

3. Our Obligations. We, acting as your agent, will originate ARC entries, and the amount, the routing number, the account number, and the check serial number for each such ARC entry will be in accordance with the source document. We will retain a reproducible, legible image of the front and back each source document for two years from the Settlement Date of the ARC entry and we will provide commercially reasonable secure storage of the source document image and all related banking information. The original source document will be destroyed by us after it has been converted to an ARC entry. The source document (or any equivalent document) for the ARC entry will not be presented by us for payment unless the ARC entry is returned by the receiving depository financial institution or "RDFI". We will provide any necessary file totals to authorize release of your ARC entries in lieu of PAL Totals as described in the ACH origination service terms and conditions.

4. Your Representations and Warranties. You will provide a clear and conspicuous notice to the receiver of ARC entries, prior to the receipt of each source document that will be used as the basis for the origination of an ARC entry, that receipt of the receiver's check will be deemed to be the receiver's authorization for a debit entry to the receiver's account in accordance with the terms of the source document. The notice you provide will incorporate the Federal Reserve System Regulation E safe harbor language or substantially similar language such as:

"When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution."

You will establish reasonable procedures for the receiver of an ARC entry to notify you that their checks are not to be converted. You will notify us in a timely fashion of each receiver that has opted out of ARC check conversion and of any of your customers that rescind their opt out election. Each opt out file must be in the format and contain the information that we separately disclose to you from time to time with respect to all checks that you do not want us to convert to an ARC entry and we must receive the file in a reasonable period of time before the items in question are received in a lockbox. We will use good faith efforts to avoid converting checks described in your file and we will process them as lockbox items.

You acknowledge that utilization of the ARC service will result in different obligations and liabilities for you with regard to electronic funds transfer legal and regulatory environment as compared to the legal and regulatory environment for accounts receivable paid by check.

5. ARC Return Items. Any ARC entry returned for insufficient funds will automatically be represented one additional time. Any ARC entry returned for any other reason will be prepared as a source document or its equivalent and processed as an item through lockbox check processing. If the item is returned, then the item will be sent back to the client in their daily remittance package and their account will be debited for the funds.

6. Data Transmission. All required data transmissions between you and us will utilize the appropriate online service made available by us.

7. Termination. The ARC service may be terminated by prior written notice by either you or us or by termination of the SLB service or the ACH origination service.

8. ACH Origination Service and Scannable Lockbox Service. These ARC service terms and conditions are expressly made a part of the terms and conditions of the ACH origination service terms and conditions and SLB service terms and conditions. Terms defined in the terms and conditions for the ACH origination service have the same meanings when used in these ARC service terms and conditions, and terms defined in the terms and conditions for the SLB service have the same meanings when used in these ARC service terms and conditions. If there is any inconsistency on a particular issue between these ARC service terms and conditions and the terms and conditions of the ACH origination service or the SLB service, these ARC service terms and conditions will control.

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## ACH Fraud Control Service

1. Description of the AFC Service. The SunTrust ACH Fraud Control or "AFC" service allows you to block the posting of incoming automated clearing house or "ACH" debit and/or credit entries against your accounts. It also allows you to create exceptions to a block that will allow selected incoming entries to post.

2. Selection of AFC Service Options. You may select one of three options for each account that is included in your setup for the AFC service. Your selection for each account is reflected in your AFC service profiles as they are in effect at the relevant time. The options that you may select are as follows:

(a) Debit/Credit Block Option. If you would like to block the posting of all incoming ACH debit and/or credit entries to an account, you must select the debit/credit block option for that account. In that regard, you have three options for each account: (i) blocking only incoming ACH debit entries; (ii) blocking only incoming ACH credit entries; or (iii) blocking both incoming ACH debit and credit entries. You must make a separate election for each account that is included in your set up for this service.

(b) Standing Order Option. If you would like to generally block all incoming ACH debit entries from posting to an account, but would like to allow certain incoming ACH debit entries to post to that account on a repetitive or "standing" basis, then you must select standing order option for that account and provide us the required information for the standing entries.

(c) Single Entry Option. If you would like to generally block all incoming ACH debit entries from posting to an account, but would like to allow particular ACH debit entries to post to that account on a one-time or "single entry" basis, then you must select the single entry option for that account and provide us the required information for the single entry entries. Once we have posted an entry to which a single entry authorization applies, that authorization expires and we will block any future instance of that entry unless you authorize that future instance by confirming a service profile that lists that future instance as a single entry option.

3. SunTrust Entries. If you use the AFC service with respect to an account that you use to settle incoming ACH debit entries for certain transactions with us, then you will need to authorize those entries on a standing order basis in one or more AFC service profiles. Transactions subject to this requirement may include cash concentration debits, automated loan and lease payments, check order payments and merchant card settlements. If you fail to authorize entries for these transactions on a standing order basis in one or more AFC service profiles, then those entries will be blocked and you may incur additional fees, interest and charges.

4. Duration and Changing of Options. Once you have confirmed an AFC service profile for this service and we have included the information from it in our implementation of your setup for the AFC service, we will process incoming ACH debit and/or credit entries in accordance with the selections reflected in that AFC service profile until (a) your use of the AFC service or the agreement is terminated or (b) you confirm an AFC service profile that adds, deletes or modifies your previous selections and we have had a reasonable period to act on it before we receive the relevant entries. In that regard, if you confirm an AFC service profile that deletes the last standing order option for an account (and there is not otherwise a single entry option in effect for that account), we will remove the debit block from the account and allow all incoming ACH debit and credit entries to post to that account. If you want to prevent incoming ACH debit and/or credit entries from posting to that account, you will need to confirm an AFC service profile that adds a debit/credit block option for that account. Conversely, if you confirm an AFC service profile that deletes the last single entry option for an account (and there is not otherwise a standing order option in effect for the that account), we will convert your single entry option into a debit block option for that account, blocking ACH debits from posting to that account. If you want to permit incoming ACH debits to post to that account, you will need to confirm an AFC service profile that deletes the debit block option for that account or adds a standing order option.

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## ACH Origination Service

1. Description of the ACH Origination Service. The SunTrust Automated Clearing House Origination or "ACH" service allows you to initiate debit and credit entries through the automated clearing house, which is a funds transfer system for sending and settling for electronic entries among participating financial institutions. Details regarding ACH's functionality and certain formatting and other technical requirements that you must follow when using the ACH origination service are provided in the ACH origination reference materials as we update them from time to time.

2. Functioning of the ACH Origination Service. Under the ACH origination service, we act as the originating depository financial institution or "ODFI" with respect to entries that you send us or that are

sent to us on your behalf. You will be the "originator" for each of those entries. By confirming an ACH origination service profile, you agree to comply with and be bound by the rules (as defined below).

3. Definitions. Unless otherwise defined in the general terms and conditions or these ACH origination terms and conditions, terms that are defined in the rules have the meanings given to those terms in the rules. The following terms have the specified meanings for purpose of these ACH origination terms and conditions:

(a) "ACH operator" means a Federal Reserve Bank or other entity that provides clearing, delivery and settlement services for entries, as further defined in the rules.



(b) "Authorized representative" means each person identified in your ACH origination service profiles as they are in effect at the relevant time as being authorized to give us instructions or to verify entry file totals.

(c) "Batch" means entries that have been grouped together and that have the same effective entry date and entry class code and that settle to the same designated account.

(d) "Business day" means Monday through Friday, excluding banking holidays.

(e) "Cut-off deadline" means the time on a business day by which we must receive an entry for processing on that business day as we update it from time to time.

(f) "Designated account" means the account(s) to be used as a settlement source of debits or credits for entries that you have designated in your ACH origination service profiles as they are in effect at the relevant time.

(g) "Effective entry date" means the date specified in an entry on which you instruct that the payment for that entry is to be made.

(h) "Entry" means a request for a credit to or a debit from a receiver's deposit account as further defined in the rules and includes all data we receive from you regarding an entry.

(i) "Entry class codes" means the codes that distinguish the various types of entries, as further defined in the rules.

(j) "File" means a group of entries associated with a given transmittal register and related control totals, as further defined in the rules.

(k) "Final settlement" means the day an entry is posted to the account of the RDFI the ACH operator.

(l) "Instruction" means a direction relating to an entry that we receive from an authorized representative, including canceling an entry.

(m) "NACHA" means the National Automated Clearing House Association.

(n) "On-us entry" means an entry that credits or debits an account maintained with us.

(o) "Receiver" means the person or entity that has authorized you to initiate a debit or credit entry to the account of that person or entity maintained at the RDFI as further defined in the rules.

(p) "RDFI" means the receiving depository financial institution as further defined in the rules.

(q) "Rules" means the Operating Rules and Operating Guidelines adopted by NACHA, as in effect at the relevant time.

(r) "Third-party sender" means a person that is not an originator that has authorized an ODFI (or another third-party sender) to transmit, for the account of the third-party sender (or another third-party sender), (i) a credit entry to the account of a receiver with an RDFI (or, if the receiver is also the RDFI, to such receiver) in order to effect a payment from the originator to the receiver, or (ii) a debit entry to the receiver's transaction account or general ledger account with an RDFI (or, if the receiver is also the RDFI, to such receiver) in order to effect a payment from the receiver to the originator.

4. Transmitting Entries to Us. You may transmit entries and instructions to us so long as you comply with the rules, the general terms and conditions, these ACH origination terms and conditions, the ACH origination reference materials and the security procedures. Any entry you send must be transmitted to us through the online services (which, for purposes of the ACH origination service, includes our online cash manager service) identified in your ACH origination service profiles as they are in effect at the relevant time and must comply with the requirements of, and be identified by, the appropriate entry class code and comply with all NACHA record format specifications. Certain of our online services may not be used to originate IAT entries, as we may determine from time to time. You must retain all data on file that we would need to reprocess an entry for at least three business days after midnight of the effective entry date of that entry and agree to give us that data immediately upon our request. If you use a third-party service provider, then each reference in these ACH origination terms and conditions to "you," includes your third-party service provider as appropriate, provided that we may elect not to accept designations of a third party processor to deliver entries on your behalf.

5. Obligations of a Third-Party Sender. The rules contain special requirements and impose any additional obligations on us when we act as your ODFI with respect to entries you send us as a third-party sender. As a result, we must obtain additional agreements and representations from you with respect to those entries. If you send us any entries as a third-party sender, you automatically make the additional agreements and representations to us that are contemplated by the rules.

6. Our Processing of Entries. Except as provided later in this section with respect to on-us entries, we will process entries and instructions that we receive from you and then transmit those entries as the ODFI to an ACH operator. We will transmit the entries to the ACH operator by its deposit deadline prior to the effective entry date shown in the entries so long as the ACH operator is open for business on that day and we receive the entries prior to (a) our cut-off deadline and (b) the number of days required in the ACH origination reference materials to meet the effective entry date shown in the entries. For entries that we receive after those times, we will use reasonable efforts to transmit the entries by the ACH operator's next deposit deadline on a business day on which the ACH operator is open for business. If we receive an on-us entry from you, we will credit or debit the receiver's account for the entry amount on the effective entry date so long as we receive the entry prior to (a) our cut-off deadline and (b) the number of days required in the ACH origination reference materials to meet the effective entry date shown in the entry. For an on-us entry that we receive after those times, we will use reasonable efforts to credit or debit the receiver's account on

the business day following such effective entry date. If the effective entry date shown in an entry that we receive from you is not a business day, we will process that entry as if the effective entry date for that entry was the next business day following the requested effective entry date.

7. Exposure Limits. We reserve the right to establish and change (immediately and without giving you prior notice) aggregate and individual dollar limits or "exposure limits" for your entries and files. We may refuse to process entries or files that exceed these exposure limits. We will tell you what your exposure limits are at any time upon request.

8. Suspension and Rejection of Entries. We may suspend processing of and/or reject an entry, batch or file that (a) does not comply with the rules, the general terms and conditions, these ACH origination terms and conditions, the ACH origination reference materials or the security procedures or (b) contains an effective entry date more than 14 calendar days after the day we receive it. We may suspend processing of and/or reject an on-us entry for any reason that would allow that entry to be returned under the rules. We may also suspend processing of and/or reject an entry, batch or file if you fail to comply with any of your obligations under these ACH origination terms and conditions, including your obligation to maintain sufficient available balances in the designated account(s). We may suspend processing of an entry, batch or file without giving you notice. If we reject a batch or an entire file of entries, we will notify you no later than the business day on which the batch or file would have been transmitted to the ACH operator for processing. If an individual entry is rejected, it will be reported with your returns. If we reject an entry, batch or file, you may be required to resend it.

9. Cancellation and Amendment of Entries. We have no obligation to honor or process any request we receive from you to cancel or amend an entry once we have received that entry. However, as an accommodation to you, we will use good faith efforts to honor your request to cancel (but not to amend) an entry if (a) the request complies with the security procedures and (b) we receive your request at a time and in a manner that gives us a reasonable opportunity to act on it prior to transmitting the entry to the ACH operator or, in the case of an on-us entry, prior to crediting or debiting the entry to the receiver's account. We are not liable if we cannot honor your cancellation request. You agree to reimburse us for any expenses we may incur in attempting to honor your cancellation request. If you request a cancellation, we will use a reversing entry in an effort to honor your request except in limited circumstances where we have the capability to delete the entry, batch or file.

10. Name and Account Number Inconsistency. You must ensure the accuracy of your entries and instructions. If an entry describes the receiver inconsistently by name and account number, payment may be made by the RDFI (or, for an on-us entry, by us) on the basis of the account number, even if that number identifies a person other than the named receiver. You are responsible for any loss associated with such inconsistency and your obligation to pay us the amount of the entry is not excused in such circumstances.

11. Notice of Returned Entries. We give you notice by online service, secured e-mail, facsimile or mail promptly after we receive a

returned entry from the ACH operator. We are not obligated to retransmit any returned entry that we originally transmitted in compliance with these ACH origination terms and conditions. If you want us to retransmit a returned entry to the ACH operator, you must retransmit the entry to us.

12. Notifications of Change. We will give you notice by online service, secured e-mail, facsimile or mail of all notifications of change relating to your entries within two business days after we receive them. You agree to make the required change(s) prior to submitting any further entries to the applicable receiver's account. If you fail to correct an entry in response to a notification of change, NACHA may impose fines against you that may be debited directly against the designated account(s) without prior notice.

13. Security Procedures. You agree to comply with the following security procedures in using the ACH origination service and agree that these security procedures are commercially reasonable:

(a) System Edit. We will only accept entry files that pass our system edit. That system edit examines various attributes of an entry file, including the settlement account, the credit or debit nature of the entries contained in the file and the application identification number contained in the file's header or trailer record. We will reject any entry file that does not pass our system edit and will notify an authorized representative of that rejection. You agree that all entry files that pass our system edit will conclusively be deemed to have been authorized by you.

(b) PAL Totals. Except for entry files that are transmitted through certain online services, an authorized representative is required to verify the total dollar amounts for all debit entries and, separately, for all credit entries contained in each entry file. Except for files transmitted or to be converted into an EDI format, this verification is given through our phone authorization line or "PAL" system and requires the use of the ACH authorization code that we assign and distribute directly to your authorized representative. If your file is transmitted or to be converted into an EDI format, your authorized representative will be required to provide entry totals to our EDI department by a method that is acceptable to that department. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor may give us entry totals on an aggregate basis for all entries contained in that file.

(c) Online Services. For entry files or instructions that are transmitted to us through one of our online services, you are required to comply with the security procedures for that online service. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor will use the authorization codes that we issued to it, rather than ones we issued to you.

(d) Direct Transmissions. For entries transmitted directly through communications software, a logon record with a unique ID and password is required. The ID and password are provided with the establishment of the direct transmission product. If you use a third-party processor that sends your entries to us in a file that also contains entries being initiated on behalf of other clients, then your third-party processor

will use the ID and password that we issued to it, rather than ones we issued to you.

(e) Cancellation Requests. Instructions canceling an entry may be delivered by a facsimile or through certain online services. We may verify or authenticate any instructions by calling the authorized representative giving us the instructions or by any other means we believe to be reasonable in the circumstances, but are under no obligation to do so. We will have no liability for acting on instructions we believe in good faith to have been given by an authorized representative.

(f) General. We may verify or authenticate any entry or files by contacting you by telephone or by any other method we believe is reasonable under the circumstances, but we are under no obligation to do so. If we are unable to verify or authenticate an entry or file, we may refuse to process such entry or file. We may change the security procedures by giving you notice of the changes and any changes will take effect immediately upon your receipt of that notice

14. Payment for Entries. You must pay us the amount of each credit entry we have originated on your behalf and we will pay you the amount of each debit entry that we have originated on your behalf, all at such times as we may determine. You must also pay us (at such time as we may determine) the amount of each debit entry we have originated on your behalf that is returned by the RDFI. We may, without notice or demand, (a) debit any designated account for amounts that you owe us under these ACH origination terms and conditions and (b) credit any designated account for the amount of (i) originated debit entries and (ii) returned entries previously debited from any designated account. You must at all times maintain sufficient available funds in the designated account(s) to cover your payment obligations to us. If your obligations to us at any time exceed the available funds in the designated account(s), we may refuse to process entries until you deposit sufficient available funds and/or debit or place a hold on funds in any account you maintain with us. We have the right to set off against any amount we owe you, in payment of your obligations to us.

15. Representations for all Entries. You give us the following representations with respect to every entry you send us: (a) the receiver designated in that entry authorized you to initiate the entry and to credit or debit its account in the amount and on the effective entry date of the entry, (b) the receiver's authorization is and will remain effective until the receiver's account is debited or credited, (c) the entry conforms to your obligations under the general terms and conditions, these ACH origination terms and conditions, the rules and the ACH origination reference materials, (d) the entry complies with and does not violate applicable laws and regulations (including those relating to sanctions programs), and (e) you have performed a reasonable examination of your receiver relationships to identify transactions with those receivers which must be originated using the IAT entry class code. You agree to be bound by the rules and acknowledge that payment of an entry by the RDFI to the receiver is provisional until the RDFI receives final settlement for such entry and that, if such settlement is not received, the RDFI will be entitled to a refund from the receiver of the amount credited and, in such case, you will not be deemed to have paid the receiver the amount of the entry.

16. Additional Representations for Specific Entry Types. The rules contain special requirements and impose additional obligations on us when we act as your ODFI with respect to certain entry types. As a result, we must obtain additional agreements and representations from you with respect to those entry types. Those additional agreements and representations are set forth for each entry type below. If you send us any of the entry types described below, you automatically make the additional agreements and representations to us that are set forth for that entry type below.

(a) ARC (Accounts Receivable) Entries. If you send us debit entries using an ARC entry class code (each an "ARC Entry"), you further represent and warrant to us and agree that:

(i) The entry is a single-entry debit for conversion of receiver's check or draft for the payment of goods or services;

(ii) A check or draft provided by the receiver to you and received via the U.S. mail or at a drop box location serves as the source document for the receiver's routing number, account number, check serial number and dollar amount for the entry, and contains a pre-printed serial number, does not include an Auxiliary On-Us Field in the MICR line, is for an amount of \$25,000 or less and was completed and signed by the receiver;

(iii) The check or draft used as the source document for the entry is eligible to serve as a source document under the rules and is not one of the following: third party checks or drafts, drafts that do not include the signature of the receiver, checks provided by a credit card issuer to access a credit account, checks drawn on home equity lines of credit, checks drawn on an investment company, obligations of financial institutions, such as, travelers checks or money orders, checks drawn on federal institutions, such as, the Treasury of the United States or Federal Reserve Bank, checks drawn of state or local government and not payable through or at a participating depository financial institution, and checks or drafts payable in a medium other than United States currency;

(iv) In advance of receiving the source document for the entry, you gave the receiver a notice that complies with the rules and that clearly and conspicuously stated that receipt of receiver's source document would authorize an ACH debit entry to receiver's account in accordance with the terms of such source document and you have established reasonable procedures for enabling a receiver to opt out of check conversion for a specific checking account or for any checks paid to a specific biller account;

(v) The source document for the entry has not been altered;

(vi) The source document for the entry is not subject to any defense or claim of any person;

(vii) The source document for the entry is drawn on, payable through, or payable at the RDFI, and the amount of the entry, the routing number, the account number and check serial number are in accordance with the source document for the entry;

(viii) The source document for the entry will not be presented to the RDFI unless the entry has been returned by the RDFI;

(ix) You have not key-entered the routing number, account number, or check serial number from the source document for the entry, other than to correct errors relating to MICR misreads, misencoding or processing rejects.

(x) You must retain a reproducible, legible image, microfilm or copy of the front and back of the source document for two years from the date of the settlement of the entry;

(xi) You will give us a copy of the front and back of the source document within five business days of our request;

(xii) You will establish reasonable document retention/destruction policies and use commercially reasonable methods to securely store all source documents until destruction, and all banking information relating to ARC Entries; and

(xiii) You will comply with the rules for ARC Entries.

(b) Back Office Conversion (BOC) Entries. If you send us debit entries using a BOC entry class code (each a "BOC Entry"), you further represent and warrant to us and agree that:

(i) The entry is sent to collect truncated checks for payment of goods or services;

(ii) Prior to the receipt of each source document that is used as the basis for the origination of a BOC entry, you will provide the receiver with notice that includes the following, or substantially similar, language:

"When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call <retailer phone number>."

Such notice will be posted in a prominent and conspicuous location and a copy of such notice, or language that is substantially similar, will be provided to the receiver at the time of the transaction.

Until January 1, 2010, the posted notice will also include the following, or substantially similar, additional language, although such language need not be included on the copy provided to the receiver:

"When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment, and you will not receive your check back from your financial institution."

(iii) If you receive notice at the point of purchase that a particular check does not authorize an ACH debit entry, then you will not

initiate an ACH debit entry to the account on which the check is drawn, and you will have no obligation to accept the check.

(iv) A check or draft provided to you by the receiver at the point of purchase serves as the source document for the receiver's routing number, account number, check serial number and dollar amount for the entry. Such source document for the BOC Entry:

(A) Contains a pre-printed serial number;

(B) Does not contain an Auxiliary On-Us Field in the MICR line;

(C) Is in an amount of \$25,000 or less; and

(D) Was completed and signed by the receiver.

(v) The checks or drafts used as the source document for a BOC Entry are not:

(A) Checks or sharedrafts that have not been encoded in magnetic ink;

(B) Checks or sharedrafts that contain an Auxiliary On-Us Field in the MICR line;

(C) Checks or sharedrafts in an amount greater than \$25,000;

(D) Third-party checks or sharedrafts;

(E) Remotely created checks, as defined by Regulation CC, and third-party drafts that do not contain the signature of the Receiver;

(F) Checks provided by a credit card issuer for purposes of accessing a credit account or checks drawn on home equity lines of credit;

(G) Checks drawn on an investment company;

(H) Obligations of a financial institution (e.g., traveler's checks, cashier's checks, official checks, money orders, etc.);

(I) Checks drawn on the Treasury of the United States, a Federal Reserve Bank, or a Federal Home Loan Bank;

(J) Checks drawn on a state or local government that are not payable through or at a Participating DFI; or

(K) Checks or sharedrafts payable in a medium other than United States currency.

(vi) You will employ commercially reasonable procedures to verify the identity of the receiver;

(vii) You have established and will maintain a working telephone number for receiver inquiries regarding the transaction that is answered during normal business hours. This telephone number will be displayed on the notice required to be given to the receiver.

(viii) The amount of the entry, the routing number, the account number and check serial number are in accordance with the source document for the entry;

(ix) You used a reading device during the initial processing of the BOC entry to capture (and did not key-enter) the receiver's routing number, account number, and check serial number from the receiver's source document for the entry, and key-entered such information only to correct errors relating to MICR misreads, misencoding or processing rejects.

(x) You will not use the source document for the entry as a check to obtain payment unless the BOC entry is returned by the RDFI.

(xi) You will retain a reproducible, legible image, microfilm or copy of the front of the receiver's source document for each BOC entry for two years from the settlement date of the BOC entry.

(xii) Upon our request, you will give us, within five banking days of such request, a copy of the front of the receiver's source document (and such copy will indicate that it is a copy on its face).

(xiii) You will employ commercially reasonable methods to securely store:

- (A) All source documents until they are destroyed;  
and  
(B) All banking information relating to BOC Entries.

(xiv) You have and will continue to otherwise comply with the rules for BOC entries.

(c) International ACH Transaction (IAT) Entries. If you send us an entry that is an IAT entry, you further represent and warrant to us and agree that:

(i) The entry will be identified by, and will comply with the requirements of, the IAT entry class code, including complying with all NACHA record format specifications for the IAT entry class code.

(ii) If you originate an entry using another entry class code and we determine in good faith the entry should have been originated using the IAT entry class code, in addition to any other rights we have, we may suspend the processing of and/or reject that entry (or batch or file containing that entry) and we may also suspend and/or terminate your ACH origination service immediately without prior notice. Similarly, a gateway operator or ACH operator may suspend the

processing of and/or reject an entry that it determines should have been originated as an IAT entry and was not.

(iii) You are in compliance with, and the entry complies with, all applicable United States laws and regulations, including sanctions and other programs administered by the U.S. Department of Treasury's Office of Foreign Asset Control, "OFAC," or Financial Crimes Enforcement Network.

(iv) You are in compliance with, and the entry complies with, the laws, regulations, and payment system rules of the receiving country, including any requirements to obtain the receiver's written authorization, for the receiver's authorization to be validly signed, for the receiver's authorization to be in proper form to authorize the foreign RDFI to debit the receiver's account, to provide notice of the entry prior to it settling in the receiver's account, to provide notice to the receiver of the receiver's recourse and other provisions relevant to the receiver, and to obtain a separate authorization from the receiver for each debit entry initiated at sporadic times, instead of set intervals.

(iv) In addition to any other rights we have, if we suspect that the entry may not, or determine that the entry does not, comply with any applicable laws or regulations, the rules, or any other payment system rules (including those laws and regulations relating to sanctions programs), we may suspend processing of and/or reject the entry and hold funds debited from or to be credited to your account for the entry.

(v) You will maintain either the original or a copy of any authorization required from the receiver for the entry for the longest period of time we may be required to produce that authorization under any of the rules, the laws and regulations of the U.S., and the laws, regulations, and payment system rules of the receiving country. You will make available for inspection, within a reasonable time, upon our request or the request of the receiver or an authorized representative of the receiver (including the receiving bank) the authorization required from the receiver of the entry.

(vi) If the entry is an outbound IAT entry, you authorize (and authorize us to authorize) the gateway operator to transmit the entry to the foreign gateway operator and to arrange for the settlement of the entry with the foreign gateway operator, for further transmission to, and settlement with, the foreign RDFI for credit or debit of the amount to or from the receiver's account.

(vii) If the entry is an outbound IAT entry and we do not have an agreement for processing IAT entries with the domestic RDFI that serves as the gateway operator for the entry, it may result in either us or the gateway operator suspending the processing of and/or rejecting the entry (or the batch or file in which the entry is contained).

(ix) You have sole responsibility for all losses and other risks relating to foreign exchange conversion with respect to the entry.

(x) In addition to any other indemnity obligations you have under the general terms and conditions or these ACH origination

terms and conditions, you will defend, indemnify, protect and hold us, our affiliates, and our respective officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines, judgments, disputes, costs, charges, and expenses which relate in any way to (i) any IAT entry (or requests or instructions related to an IAT entry) you send us that does not comply with all applicable laws and regulations, the rules, and the payment system rules of the receiving country, or (ii) any breach of any representation, warranty, or agreement you have made related to an IAT entry. Without limiting the foregoing, you agree you are liable for and will reimburse us for all amounts that may be erroneously paid by us or any receiving bank in respect of any entry erroneously credited or debited by us or any receiving bank pursuant to any IAT entry you originated or related instructions you gave and any claim paid by us (including any claim for interest) as a result of a declaration of a receiver or other person alleging that an IAT entry was not originated in accordance with the receiver's authorization, the receiver's authorization was revoked, a required notification was not given in sufficient time before the entry was processed to the account of the receiver, or no valid authorization ever existed between the receiver and you.

(xi) Because of the requirements for processing IAT entries, the processing of an IAT entry may be delayed or suspended. Any such delay or suspension may affect the settlement of and availability of funds for an IAT entry. You will transmit IAT entries to us in files comprised solely of IAT entries, rather than in a file that also contains other entry types. If you include an IAT entry in a file that contains other entry types, the processing of the entire file, not just the IAT entries, may be delayed or suspended, affecting settlement of and availability of funds for any entry in that file. In addition to any other limits on our liability, we will not have any liability for any delay in or suspension of processing or rejection of an IAT entry (or file containing an IAT entry), in accordance with our processing requirements for IAT entries or applicable law, or for the actions of any third parties (including any gateway operator or ACH operator) resulting in the delay in or suspension of processing or rejection of an IAT entry.

(xii) A gateway operator may return the entry after period of time for the return of an IAT entry provided in the rules, and you agree we may settle that return to one of your accounts.

(xiii) Your obligations with respect to any IAT entries under the these ACH origination terms and conditions, including any obligations under the payment system rules of the receiving country, shall continue to remain in full force and effect after the termination of your ACH origination services or your ability to generate IAT entries with respect to any entry you originate prior to the effective date of such termination.

(xiv) You have and will continue to comply with the rules for IAT entries.

(c) POP (Point-of Purchases) Entries. If you send us debit entries using the POP entry class code (each a "POP entry"), you further represent and warrant to us and agree that:

(i) A check or draft provided by the receiver at the point of purchase serves as the source document for receiver's routing number, account number, check serial number and dollar amount for the entry, and that source document contains a preprinted serial number, does not contain an Auxiliary On-Us Field in the MICR line, is for an amount of \$25,000 or less, was completed and signed by the receiver, and has not previously been provided by the receiver for use in any other POP entry;

(ii) You have voided the source document and returned it to the receiver at the point of purchase;

(iii) The source document is an eligible item for POP entries under the rules, and you have not used a previously voided item as the source document

(iv) You have obtained the receiver's signed, written authorization for the entry and have provided the receiver with a copy of that authorization;

(v) You have not key-entered the routing number, account number or check serial number from the source document;

(vi) You will give us a copy of the receiver's written authorization for the entry within five days after we request it;

(vii) You have given the receiver of the entry a receipt for that entry that contains all of the information required under the rules; and

(viii) You will comply with all rules and regulations under the Rules for POP Entries.

(d) RCK (Returned Check) Entries. If you send us debit entries using the RCK entry class code (each an "RCK Entry"), you further represent and warrant to us and agree that:

(i) The entry is sent to collect a check or draft drawn on a consumer account that has been returned;

(ii) You have good title to and are entitled to enforce the returned item to which the entry relates and can transfer good title to us;

(iii) All signatures on the returned item to which the entry relates are authentic and authorized;

(iv) The returned item to which the entry relates has not been altered and the entry is for no more than the face value of such item;

(v) The returned item to which the entry relates is not subject to any defense or claim in recoupment of any person, including any defense or claim that could be asserted against us;

(vi) You have no knowledge of any insolvency proceeding commenced with respect to the maker, acceptor or drawer of the returned item to which the entry relates;

(vii) The returned item to which the entry relates is drawn on, payable through, or payable at the RDFI, and the amount of the item, the item number, and the account number contained on such item have been accurately reflected in the entry;

(viii) Neither the returned item to which the entry relates nor a copy of such item will be presented to the RDFI, unless the related entry has been returned by the RDFI;

(ix) The information encoded after issue in magnetic ink on the returned item to which the entry relates is correct;

(x) Any restrictive endorsement made by you or your agent on the returned item to which the entry relates is void or ineffective upon initiation of the entry;

(xi) The item is an eligible item as defined in the rules;

(xii) You have given the receiver of the entry a notice that clearly and conspicuously states the terms of the represented check entry policy in advance of receiving the item to which the entry relates;

(xiii) You will maintain a copy of the front and back of the returned item to which the entry relates for seven years from the settlement date of the entry;

(xiv) You will give us either the original returned item to which the entry relates (if we request it within 90 days of the settlement date) or a copy of the front and back of such item within five business days of our request;

(xv) The entry was transmitted in time for us to transmit the entry to the RDFI's ACH operator by midnight of the second banking day following the banking day of receipt of the presentment notice for the returned item to which the entry relates; and

(xvi) You will comply with the rules for RCK Entries.

(e) TEL (Telephone Initiated) Entries. If you send us debit entries using the TEL entry class code (each a "TEL entry"), you further represent and warrant to us and agree that:

(i) You have used commercially reasonable procedures to verify the identity of the receiver of the entry;

(ii) You have used commercially reasonable procedures to verify that the routing number associated with the entry is valid;

(iii) You will retain the original or a microfilm or microfilm equivalent copy of the written notice or the original or a duplicate tape recording of the oral authorization for two years from the date of the

authorization for the entry, and you will give us a copy of such tape recording or such notice immediately upon our request;

(iv) If the receiver's authorization for the entry was given orally, that authorization contains all of the information required under the rules; and

(v) You will comply with all rules and regulations under the rules for TEL Entries.

(f) WEB (Internet-Initiated) Entries. If you send us debit entries using the WEB entry class code (each a "WEB entry"), you further represent and warrant to us and agree that:

(i) The entry is transmitted pursuant to an authorization that is obtained from the receiver via the Internet to effect a transfer of funds from a consumer account of the receiver;

(ii) You have employed a commercially reasonable fraudulent transaction detection system to screen the entry;

(iii) You have utilized commercially reasonable procedures to verify that the routing number associated with the entry are valid;

(iv) You have established a secure Internet session with the receiver of the entry utilizing commercially reasonable security technology providing a level of security that, at a minimum, is equivalent to 128-bit encryption technology prior to the receiver's key entry and through transmission to the originator of any banking information, including, but not limited to, the receiver's routing number, account number and PIN number or other identification symbol;

(v) You will conduct or have conducted annual audits to ensure that the financial information you obtain from receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (A) physical security to protect against theft, tampering, or damage, (B) personnel and access controls to protect against unauthorized access and use, and (C) network security to ensure secure capture, storage, and distribution;

(vi) You will provide us upon request with proof that is satisfactory to us that your annual security audit has been properly conducted;

(vii) You have obtained a properly authenticated authorization from the receiver complying with the rules, and shall give us a copy of that authorization within five days after we request it; and

(viii) You will comply with the rules for WEB Entries.

17. Notices. Oral notices or communications relating to entries, instructions and these ACH origination terms and conditions must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided in these terms or conditions or the ACH origination reference materials

and (b) if to you, to the telephone number you provide in your ACH origination service profiles as they are in effect at the relevant time. Written notices, instructions, directions, confirmations, verifications, or other communications with respect to entries and these ACH origination terms and conditions must be given (a) if to us, to your treasury management sales officer, treasury management customer service specialist or as otherwise provided these terms or conditions or the ACH

origination reference materials and (b) if to you, at the address reflected in our records. You and we may both change our telephone number(s) or address(es) by giving written notice to each other.

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## Cash Concentration Service

1. Description of the CashCon Service. The SunTrust Cash Concentration or "CashCon" service allows you to manage your available balances at other financial institutions by sending debit and credit entries to those accounts through the automated clearing house, which is a funds transfer system for sending and settling electronic entries among participating financial institutions. Details regarding CashCon's functionality and certain requirements that you must follow when using the CashCon service are provided in the CashCon reference materials as they are updated from time to time.

2. Functioning of the CashCon Service. Under the CashCon Service, we act as the originating depository financial institution or "ODFI" with respect to debit and credit entries that you send us or that are sent to us on your behalf that are directed to your accounts at other financial institutions that you have identified (in a form acceptable to us) and we have included in our implementation of your setup for the CashCon Service. The accounts that you maintain at other financial institutions are referred to as the "reporting location accounts". Debit entries directed to a reporting location account are referred to as "concentration" entries, while credit entries directed to a reporting location account are referred to as "reverse concentration" entries. You will be the "originator" for each of those entries. Your use of the CashCon service is subject to the terms and conditions for the ACH origination service.

3. Implementation of CashCon Setup. We need certain information to implement your setup for the CashCon service. You agree to give us all of this information in a form that is acceptable to us. The SunTrust account used to settle concentration or reverse concentration entries is referred to as the "designated account." A reporting location account must use the same designated account to settle both concentration and reverse concentration entries. However, each reporting location account may use a different designated account and any designated account may be used to settle concentration and reverse concentration entries for multiple reporting location accounts. The designated accounts are identified in your CashCon Service profiles as they are in effect at the relevant time.

4. Origination and Processing of Entries. You must send all concentration and reverse concentration entries to us by using one of the following delivery methods: (a) calling our voice response system, (b) calling one of our live operators, (c) logging on to our CashCon web site or (d) accessing our dial-up corporate control service. The telephone numbers and the Internet address are provided in the CashCon reference materials. If we receive your concentration or reverse concentration entries after the delivery deadline set forth in the

CashCon reference materials, we will treat them as if we received them on our next business day. We will format, process and settle to the relevant designated account, all concentration and reverse concentration entries that we receive from you in accordance with the rules, these CashCon terms and conditions and the terms and conditions for the ACH origination service.

5. Security Procedures. The following security procedures apply to your use of the CashCon service:

(a) Company Number. We will give you an authorization code that the voice response system, our live operators, the web site and the corporate control service may refer to as the company number. The company number is not unique to you and we may give the same company number to multiple clients. You must use the company number to send us a concentration or reverse concentration entry through any delivery method for any reporting location account that we have included in your setup for the CashCon service.

(b) ID Number, Location Code or Location. We will also give you an authorization code(s) for each reporting location account that we have included in our implementation of your setup for the CashCon service. The voice response system and our live operators may refer to this code as the ID number, the web site may refer to it as the location code and the corporate control service may refer to it as the location. Each ID number, location code or location is limited to initiating either concentration entries or reverse concentration entries to a particular reporting location account. If you want to enable both concentration and reverse concentration entries for any particular reporting location account, two separate ID numbers, location codes or locations are required. In any event, you must use the appropriate ID number, location code or location to send us a concentration or reverse concentration entry through any delivery method for each reporting location account that we have included in your setup for the CashCon service.

(c) Company Password and PINs. For the web site, we will give you (a) a single authorization code that the web site may refer to as a password and (b) an authorization code for each location code that the web site may refer to as a PIN. The password is linked to the company number. As with the company number, the password is not unique to you and we may give the same password to multiple clients. Each PIN, however, is uniquely linked to a particular location code. You must use the company number, password and the appropriate location code and PIN to log onto the web site and send us a concentration or reverse concentration entry for each reporting location account that we have included in your setup for the CashCon service.



(d) Division Code and Password. For the corporate control service, we will give you two authorization codes that the corporate control service may refer to as a division number and division password. The division number and division password are unique to you, but are not unique to any particular reporting location account. You must use the company number, division number, division password and the appropriate location to log onto the corporate control service and send us a concentration or reverse concentration entry for each reporting location account that we have included in your setup for the CashCon service.

The authorization codes are not user-specific. This means that all of your authorized users must use the same set of authorization codes to initiate a concentration or reverse concentration entry for a particular reporting location account. We will send all of the authorization codes to the person(s) identified in your CashCon service profiles as they are in effect at the relevant time. Each such person will act as your "contact" with respect to the authorization codes we send to him or her and will

have all of the rights and responsibilities described in the general terms and conditions. You agree that these security procedures are commercially reasonable.

6. ACH Origination Service. These CashCon terms and conditions are expressly made a part of the terms and conditions for the ACH origination service and are subject to the terms and conditions thereof. Terms that are defined in the terms and conditions for the ACH origination service have the same meanings when used in these CashCon terms and conditions. If there is any inconsistency on a particular issue between these CashCon terms and conditions and the terms and conditions for the ACH origination service, these CashCon terms and conditions will control. You understand and agree, however, that our agreement to provide the CashCon service does not permit you to use any other aspect of the ACH origination service unless we have agreed to include it in our implementation of your setup for the ACH origination service.

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## Cash Vault Service

1. Description of the Cash Vault Service. The SunTrust cash vault service is designed to facilitate your cash and deposit needs. Details regarding the cash vault service's functionality and certain requirements that you must follow when using the cash vault service are provided in the cash vault reference materials as we update them from time to time.

2. Definitions. The following terms have the specified meanings for the purposes of these cash vault terms and conditions:

(a) "Account" means the account(s) identified in your cash vault service profiles as they are in effect at the relevant time to which deposits will be made and from which cash orders will be funded.

(b) "Armored courier" means the armored courier you select that uses secure, marked vehicles and armed personnel to transport deposits and cash orders.

(c) "Authorized user" means any person that you are deemed to have authorized to place cash orders up to the order limit, including each person you have designated (in a form acceptable to us) as an authorized user.

(d) "Business day" means Monday through Friday, excluding holidays that we observe.

(e) "Cash orders" means those orders you give us for the delivery of U.S. coins or currency by armored courier.

(f) "Cash vault(s)" means the cash vault(s) that we have designated as serving your business location(s).

(g) "Contaminated currency" means any currency which the Federal Reserve Bank classifies as contaminated, including any currency damaged by or exposed to a contaminant hazard (including any chemical, radioactive or biological substances) that may present a health or safety risk or that cannot be processed under normal operating procedures.

(h) "Deposits" means deposits of funds that you deliver to the cash vault and are processed in accordance with these cash vault terms and conditions.

(i) "Funds" means U.S. coins, currency, checks and other negotiable items.

(j) "Mutilated coins" means any coins that have been bent or twisted out of shape, punched, clipped, plugged, fused or defaced but that can be identified as to genuineness and denomination.

(k) "Mutilated currency" means any currency that has been damaged to the extent that one-half or less of the note remains, or its condition is such that its value is questionable and special examination is required before any exchange is made.

(l) "Order limit" means the maximum dollar value of cash orders that you have designated (in a form acceptable to us) that may be requested on any business day for each of your locations.

### 3. Your Obligations in Making Deposits.

(a) You must collect and count funds and place them in a sealed, disposable deposit bag(s) or similarly designed tamper-proof bag(s) (each such bag is referred to in these cash vault terms and conditions as a "sealed deposit") clearly marked with your name or identification number. Each sealed deposit must be prepared in accordance with the requirements set forth in the cash vault reference materials. A deposit ticket listing your name, deposit account number and the amount of funds must be included in each sealed deposit.

(b) You must cause sealed deposits to be delivered by the armored courier to the appropriate cash vault for each of your locations. We may reject, impose a special fee on and/or delay processing of any deposit if (i) the deposit ticket does not match the amount of the deposit, (ii) the deposit was not prepared in accordance with the requirements set forth in the cash vault reference materials, (iii) the deposit is delivered to

the wrong cash vault, (iv) the deposit is delivered by anyone other than the armored courier or (v) any deposit bag appears to be unsealed or to have been tampered with.

(c) In the event that we accept delivery of an unsealed deposit bag or a deposit bag that appears to have been tampered with (each such bag is referred to in these cash vault terms and conditions as an "unsealed deposit"), we will give you notice on the day we receive it. Unless you have previously given us instructions on how to process unsealed deposits, we will not process or take any action regarding an unsealed deposit until you give us an instruction (in a form acceptable to us) regarding its disposition.

#### 4. Our Obligations for Processing Deposits.

(a) We will open each sealed deposit, verify the contents against the deposit ticket and deposit funds to the relevant account. We will process deposits within 24 hours of delivery to the cash vault. If there is any discrepancy between the total amount of the deposit reflected by you on the deposit ticket and the amount counted by us, our count will be final. If we detect any counterfeit or illegally altered coins or currency in a deposit, we will forward it to the Secret Service and charge the relevant account for the difference. A deposit adjustment notice will be sent to you on the day that the discrepancy or counterfeit is discovered.

(b) The relationship of debtor and creditor will not exist between you and us until we deposit the funds to your account.

5. Cash Orders. You acknowledge that each authorized user has authority to place cash orders up to the order limits for delivery to your location. We may place a "hold" on your account for the amount of a cash order as soon as we receive it, and we will charge your account for the cash order when we deliver it to the armored courier. We reserve the right to reduce cash orders to maintain our inventory of coins and currency.

6. Authorization Codes and Security Procedures. If you place cash orders through our voice response unit, one of our on-line services or another automated ordering system, we will provide authorization codes for each of your authorized users. We will deliver the authorization codes directly to each authorized user or to the person(s) you have designated as your "contact" at the relevant physical or electronic address you have designated (in a form acceptable to us). The security procedures for cash orders placed through one of these methods may include the requirement that your authorized users use their authorization codes when placing a cash order. You agree that those security procedures are commercially reasonable.

#### 7. Risk of Delivery.

(a) You are solely responsible for engaging the armored courier and assume any and all risks incidental to or arising out of selection of the armored carrier, the delivery of deposits to us and the delivery of cash orders to you. We have no responsibility or liability for a deposit until we accept possession of it from the armored courier (as evidenced by one of our authorized representatives signing the armored courier's manifest acknowledging receipt of a designated number of deposit bags included in the deposit) or for cash orders after we deliver

them to the armored courier. If a deposit is lost in transit, you are responsible for recreating that deposit.

(b) The armored courier must be acceptable to us, in our sole discretion. If we determine, in our sole discretion, that the armored courier's service is not satisfactory, we may terminate your ability to use the cash vault service by giving you 10 days notice, unless you have engaged a new armored courier satisfactory to us, in our sole discretion, within that 10-day period.

#### 8. Contaminated and Mutilated Coins or Currency.

(a) Contaminated currency must be delivered to us in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "Contaminated Currency." You must provide documentation stating the type and extent of the contamination, a breakdown by denomination of the currency and a deposit slip for the declared value. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated value recorded on the bag. We will forward the deposit of contaminated currency to the Federal Reserve Bank for processing. Once the Federal Reserve Bank has provided confirmation of value, we will credit your account for the value assigned.

(b) Mutilated coins or currency must be delivered to us in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "mutilated coins" or "mutilated currency" as appropriate. You must provide documentation stating the estimated value of the mutilated coins or currency, a break down by denomination of the coins or currency, an explanation of how the coins or currency became mutilated, and a deposit slip for the estimated value of the deposit. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated value recorded on the bag. We will forward the deposit of coins to the U.S. Mint and the deposit of mutilated currency to the U.S. Department of the Treasury. Once the U.S. Mint or the U.S. Department of the Treasury has provided confirmation of the value of the mutilated coins or currency, we will credit your account for the value assigned.

(c) If there is any discrepancy between the value of the contaminated currency or mutilated coins or currency assigned by you and the amount counted by us or by the Federal Reserve Bank, U.S. Department of the Treasury or the U.S. Mint, our count or the count of the Federal Reserve Bank, U.S. Mint or the U.S. Department of the Treasury will be final. We will charge you for any additional fees charged by the Federal Reserve Bank for processing any contaminated currency, by the U.S. Mint for processing any mutilated coins or by the U.S. Department of the Treasury for processing any mutilated currency.

(d) We may refuse to accept any contaminated or mutilated coins or currency unless we have given our prior approval for the delivery of such coins or currency. If any contaminated currency or mutilated coins or currency is included in a deposit and not contained in separate marked deposit bag, we may refuse to process all or part of the deposit, may return the deposit or the contaminated currency or mutilated coins or currency contained in the deposit or may refuse to give credit for the contaminated currency or mutilated coins or currency, and we will charge

the account for the amount of any contaminated currency the Federal Reserve Bank has refused to process for which your account was given provisional credit. We have no liability for the amount of any

contaminated currency or mutilated coins or currency included in any deposit and not contained in a separate marked deposit bag as required above.

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## Controlled Disbursement Service

1. Description of the CDA Service. The SunTrust Controlled Disbursement Account or "CDA" service allows you to improve control over daily cash requirements by allowing you to defer funding of check disbursements until the day they are presented for payment.

2. Operation of the CDA Service.

(a) As a part of our implementation of your setup for the CDA service, we will provide you with a set of specifications that checks issued against a disbursement account must meet. These specifications include specific routing number and magnetic ink encoding requirements that must be met in order for the CDA service to operate correctly. Using checks that do not meet these specifications can result in daily out-of-balance situations in a disbursement account. You must give us voided sample checks for each disbursement account so that we may test those checks for compliance with the specifications. Once we complete our testing, we will send you a notice that your sample checks are acceptable or that they fail to meet our specifications. You may not issue checks against a disbursement account until you have received a notice from us that your sample checks for that account are acceptable.

(b) On each banking day, we will make information available to you regarding the total dollar amount of all checks that have been presented for payment against each disbursement account that day before the controlled disbursement reporting time(s) that we separately disclose to you from time to time. We will make this information available to you through one of our online services.

(c) You understand that we provide presentment information to you solely to assist you in funding your disbursement accounts. The CDA service does not relieve you of the obligation to fund your disbursement accounts appropriately. As a result, you agree to have sufficient available funds on deposit in each disbursement account to pay all checks presented against that account, whether or not we have notified you of the presentment of those checks. If the presentment information is not available by the reporting time, you should consider

using an estimate based on historical information. The disbursement account may be funded by a transfer of available balances from another account with us, a wire transfer of funds from an account at another financial institution, or an approved line of credit from us. Whatever method is used, we must receive that funding by the funding deadline(s) that we separately disclose to you from time to time. In the event a disbursement account is not adequately funded on the date of presentment, we may return items for which there are not sufficient funds or, if we have previously approved a line of credit to you, we may extend credit to you in an amount sufficient to cover such items.

(d) If any ACH or other electronic debits are presented against a disbursement account, those debits may not be included in the information we provide you regarding daily presentments. In that event, you must adjust your funding of the disbursement account to cover the ACH or other electronic debits.

(e) You agree and understand that the purpose of the CDA service is to improve control over daily cash requirements by allowing you to defer funding of check disbursements until the day they are presented for payment, and not to delay the collection of funds by the payees.

3. Duration and Changing of Options. Once you have confirmed a CDA service profile and we have included the information from it in our implementation of your setup for the CDA service, it remains in effect until (a) your use of the CDA service or the agreement is terminated or (b) you confirm a CDA service profile that adds to or deletes from your previous selections and we have had a reasonable time to act on it before we receive the relevant checks.

4. Termination. We may terminate the CDA service immediately by giving you written notice of the termination. You may terminate the CDA service by giving us written notice of the termination, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

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## Controlled Payment Service

1. Description of the CPR Service. The SunTrust Controlled Payment or "CPR" service allows you to give us instructions to return certain checks that you believe may be fraudulent or not validly issued. Details regarding CPR's functionality and certain formatting and other technical requirements that you must follow when using the CPR service are provided in the CPR reference materials as we update them from time to time.

2. Operation of the CPR Service.

(a) You must transmit an issue file to us on each day on which you have issued any checks against any account that is included in your setup for the CPR service. We must receive that issue file by the

issue deadline set forth in the CPR reference materials and it must contain all of the information set forth in the CPR reference materials with respect to each check you issued that day. You may send us a separate issue file for each account, or you may send us an aggregate issue file for all of the accounts that are included in your setup for the CPR service. Once we have received your issue file, we will compare the information in that issue file with the information in our systems with respect to checks (A) that have been presented to us through normal check clearing channels for payment against the relevant account, and (B) for which we have provisionally settled but have not yet posted to the relevant account. You authorize us to post, finally pay and charge against the relevant account, each check that matches the information in your issue file. We

will notify you of each presented check that is not included in the issue file that we received from you or that reflects information that does not match the information in the issue file we received from you. The checks that are not listed or for which the information does not match are referred to as "mismatched checks." You must instruct us to pay or return each mismatched check by the payment decision deadline set forth in the CPR reference materials. Your instructions must contain all of the information with respect to each mismatched check set forth in the CPR reference materials. You may elect one of two ways for us to deal with mismatched items if you fail to give us a pay or return decision by the payment decision deadline. Under the "return default" option, you authorize us to return unpaid each mismatched check unless we receive an instruction from you to pay it before the payment decision deadline. Even if you select a return default option, we may post, finally pay and charge against the relevant account a mismatched check you haven't decided on (A) as otherwise provided below, for mismatched checks presented over the counter in one of our branches and (B) mismatched checks that we believe in good faith result solely from encoding errors. Under the "pay default" option, you authorize us to post, finally pay and charge each mismatched check against the relevant account unless we receive an instruction from you to return it before the payment decision deadline. Your election of these options is reflected in your CPR service profiles as they are in effect at the relevant time. We may give you the option of not providing information in your issue file on one or more check attributes (such as the payee's name) that the CPR service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, if you make the business decision of not providing information in your issue file with respect to all available check attributes, you agree that, in addition to the other limits on our liability provided in these CPR terms and conditions, we will not be liable for paying any check that is fraudulent with respect to the attributes for which you failed to provide us information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the CPR service in processing that check.

(b) As part of the CPR service, we can also make your issue files available to our branches to assist our tellers in cashing checks. This is referred to as "teller access." If a check presented for payment over the counter in one of our branches against an account that uses teller access (i) is presented before we have received and processed an issue file for such check or (ii) is a mismatched check, we will attempt to obtain approval for payment of the mismatched check by calling one of the people you have designated as a "telephone representative" for the relevant account as reflected in your CPR service profiles as they are in effect at the relevant time. We will make one attempt to call each telephone representative for the relevant account until we have reached one of them. Each telephone representative is authorized to instruct us to pay or return any mismatched check. If the telephone representative we contact instructs us to pay the check, then you authorize us to post, finally pay and charge the check against the relevant account. If we are unable to contact a telephone representative, or the telephone representative we contact does not instruct us to pay the mismatched check, then you authorize us to return the check to the person presenting it to us. Our documentation showing that we contacted or attempted to contact your telephone representatives will be conclusive evidence that we took the reflected action. Fraud involving checks presented to tellers for cashing is

a common form of check fraud. Using our teller access service is a good way to defend against that form of fraud and we strongly encourage you to take advantage of it. However, use of the teller access service is not mandatory and you may make a business decision to opt out of its use. Of course, opting out of the service increases the risk that a fraudulent check may be cashed over the counter in one of our branches. As a result, if you make the business decision to not name at least one telephone representative for each account for which you have elected the CPR service, (A) this will be reflected in your CPR service profiles as they are in effect at the relevant time, (B) you will be deemed to have opted out of the teller access service for that account and (C) you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

3. Transmission of Information. We will transmit information regarding mismatches to you by using certain of our online services. You must transmit your issue files and your pay or return decisions to us by using certain of our online services. Your issue files and pay or return decisions must be in a format we have approved. If the relevant online service is not available, then we will transmit the relevant information to you by facsimile at the facsimile number listed for the relevant authorized representative on your CPR service profiles as they are in effect at the relevant time and you must transmit your issue files and/or your pay or return decision to us by facsimile at the facsimile number we specify.

4. Limits on Our Liability. You acknowledge that we will rely completely on information and instructions you give us in providing the CPR service to you and that we are not required to inspect any attribute of a check (other than those included in the relevant issue file) that is processed through the CPR service. As a result, you agree that, in addition to any other limitations on our liability under the agreement, we will not have any liability for (a) following instructions we receive from any person we believe in good faith is one of your authorized representatives or telephone representatives or (b) paying or returning any check in accordance with the terms of these CPR terms and conditions, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the CPR service is designed to match. Moreover, you acknowledge that the CPR service is not a substitute for our stop payment service and you agree not to report an item as "void" if you have released the item. Finally, you understand and agree that the purpose of the CPR service is to improve reconciliation of checks and eliminate traditional stop payment procedures, and not to delay the collection of funds.

5. Suspension of Service. You agree that you will be in material breach of these CPR terms and conditions if you repeatedly fail to meet any of the deadlines described in the CPR reference materials or have an excessive number of checks not reported on your issue file for the CPR service or for which the information is not consistent with our information on checks that have been presented against the relevant account. In addition to any other rights we may have under this the

agreement or applicable law, we may immediately suspend your use of the CPR service.

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## Electronic Data Interchange

1. Description of the EDI Service(s). Electronic Data Interchange or "EDI" refers to the electronic exchange of payments, payment-related information and other financial data in formats that meet agreed standards. The EDI services that we offer fall into three categories: (i) payment initiation or "integrated payables," (ii) payment receipt or "electronic receivables delivery," and (iii) financial reporting services. Each is described below:

(a) Our integrated payables EDI service allows us to accept an electronic file from you that is used to initiate entries through our ACH origination service and/or create paper checks through our enterprise payment processing service. We do not create or maintain service profiles for this service.

(b) Our EDI reports transmission service allows us to send you a formatted text report or electronic file to report payment and payment-related data from our ACH origination service, scannable

lockbox service and/or wholesale lockbox service to you in various formats.

(c) Our EDI account analysis service allows you to send and receive electronic files to support our account reconciliation, controlled payment and positive payment services (both issue and paid item files), our ACH fraud control service (authorization records) and our account analysis service.

2. Technical Requirements and Underlying Services. Files we receive from you or send to you must be in a format that we have tested and agreed to and must be sent or received by the deadlines specified for the relevant service that we separately disclosed to you so that we can perform the necessary edits and forward the files for the relevant payment or information purposes. The terms and conditions for each service that is utilized through an EDI file continue to apply.

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## Enterprise Payment Processing Service

1. Description of the EPP Service. The SunTrust enterprise payment processing or "EPP" service is a service where, in accordance with your instructions and servicing guidelines as confirmed by your EPP service profile, we will print and disburse checks and/or create and transmit entries to settle through the Automated Clearing House ("ACH") Network to pay your designated payees. We utilize a system developed and managed by a vendor in providing the EPP service. As a result, you agree that each reference to "we," "us" and "our" in any provision in the agreement will, with respect to the EPP service, be deemed to include our vendor. Details regarding the functionality of the EPP service, file delivery methodology and certain formatting and other technical requirements that you must follow when using the EPP service are provided in the EPP reference materials as we update them from time to time.

2. Processing of Payments. Once we have completed our implementation of your setup for the EPP service and you have confirmed your EPP service profile you may use the EPP service.

(a) For each payment entry included in a data file ("payment data") you transmit to us, we will print and disburse a check in U.S. dollars (or Canadian dollars if so indicated), or create and transmit an ACH credit entry, as reflected in your EPP service profile. Unless you specifically instruct us to process the entry as an ACH entry, we will process the entry as a check. If we have difficulty in establishing an ACH credit entry for a payment we will default to a check entry if sufficient information is available. Each payment data file must follow the formatting, other technical requirements, and file delivery methodology that we have established with you in our implementation of your setup for the EPP service, as evidenced by our records, or that we may otherwise designate in the reference materials from time to time. You acknowledge that sending entries by ACH will result in different obligations and liabilities for

you with regard to the legal and regulatory environment for electronic funds transfers as compared to the legal and regulatory environment for checks. You will be solely responsible for ensuring .

(b) Each check printed for a payment entry in a payment data file will be printed in accordance with the format specifications for each check, which we established with you in our implementation of your setup for the EPP service, as set forth in the sample check that you have approved (or will approve during implementation). Each check will be drawn on the account designated in the payment entry for that check in your payment data file. You will be solely responsible for ensuring you have sufficient funds in any account on which a check is drawn to fund all checks we print and disburse. We will not have any responsibility for verifying whether there are sufficient funds in an account, whether maintained with us or any other financial institution, when we print and disburse any checks. If you designate multiple signers for checks drawn on a SunTrust account, the multiple signer requirement is for your internal purposes only and does not impose any obligation, duty, or liability on us. We will supply all standard check stock and other materials, which will be billed through your analysis statement. Non-standard check stock must be approved for use by us and will be purchased on your behalf and inventory will be managed by us with appropriate charges included in your analysis statement.

(c) We will disburse printed checks either by first-class mail or by courier arranged by us or you. If you elect to have printed checks disbursed by first-class mail, we will deliver checks to the United States Postal Service, with appropriate postage paid. Any checks we print that you elect to have delivered to your courier will be available for pickup at the operation center designated by us, with shipping or delivery paid for directly by you. You will be responsible for paying the amount charged by us for postage and courier service arranged by us in connection with your

use of the EPP service, and such charges will be included in your analysis statement. We may increase the amount charged for postage and courier services at any time immediately upon an increase in the cost of postage or courier services.

(d) We conduct the check-printing services provided for herein in a secure location accessible only to authorized personnel to whom access is granted in connection with their job responsibilities. Moreover, we will take reasonable steps to (i) prevent unauthorized use of your check stock and signature facsimiles and (ii) preserve the confidentiality of your payment data once in our possession.

(e) If you elect to have the payment for an entry in your payment data file made by ACH, you will be the originator of the ACH entry we create from your payment data file, whether such payment data is transmitted to us through one of our online services or a designated website. In order to elect ACH payments as part of the EPP service, we must have agreed to provide you ACH origination service and you must have confirmed a service profile for ACH origination service. Each ACH entry created in accordance with your payment data file will be settled to one of the settlement accounts designated in your ACH origination service profile. Except as otherwise provided in these EPP terms and conditions, the terms and conditions for the ACH origination service will govern each entry which, in accordance with your payment data file, we create, format and transmit to settle through ACH, including without limitation, those relating to exposure limits and delays or suspension of processing.

(f) Remittance data included with your payment data file may be printed with the corresponding check or made available at our designated website or by separate mailing for ACH entries to the payee at the address provided by you in your payment data file. Remittance data may be made available to the payee at our designated website through the online remittance reporting feature of the EPP service as defined in the reference materials. If you elect to use the online remittance reporting feature, you must provide the payee's contact and identification information to us. You are solely responsible for notifying your payees that the online remittance information will be available and providing your payees access instructions for the designated website as provided for in Section 9, Payee Access.

3. Transmission of Payment Data File. You must transmit your payment data file to us by using one of our online services as defined in the reference materials. You must transmit your payment data file to us by the cut-off deadline we have established in your EPP service profile. Your payment data may not be processed or processing may be delayed if you submit your payment data file after the cut-off time or on a day other than as provided in your EPP service profile. If you wish to make a change to your payment data file (other than adding one or more payment entries), including changes in formatting or technical requirements, adding an account, or changing the settlement account for a payment entry, you must test the changes with us, to our satisfaction, before transmitting a file of payment data containing the changes. Failure to test a payment data file that has been changed prior to submitting the file to us may result in your payment data not processing or the processing being delayed. In the event we experience difficulties receiving or accessing your payment data files, the parties shall

cooperate with one another's efforts to access the payment data promptly. We will maintain a copy of all payment data as provided for in the reference materials. Each time you submit a payment data file, we will notify you by email when we receive the file. You must access the designated website or one of our online services, as more specifically described in your EPP service profile and verify the control totals, as more specifically described below and the accuracy of each payment entry included in your payment data. Once you have verified the control totals and the accuracy of the payment data, you will release your payment data files for processing. All payment files will remain suspended until released by you. You are responsible for payment entries included in data files that you release for processing, even if the payment entry is a duplicate of another payment entry or otherwise is submitted by you in error. We are under no obligation to determine if a payment data file or any payment entry in a payment data file is a duplicate of a previously submitted payment data file or payment entry. You agree that our records of payment data files you release for processing will be deemed correct and will control in the event of any dispute regarding a payment data file or payment entry in a data file.

4. Cancellation Instructions. We have no obligation to honor or process any request to cancel the processing of any of your payment data, to amend any payment data, to pull from disbursement a check printed, or cancel any ACH file created, in accordance with your payment data file and EPP service profile. As an accommodation to you, however, we will use good faith efforts to honor your request to cancel the processing of a payment data file or a payment entry in a payment data file or pull any check printed from disbursement, if your request complies with the security procedures and we receive the request at a time and in a manner that gives us a reasonable opportunity to act on it prior to printing or disbursing any checks or prior to creating or transmitting any ACH entry. We are not liable if we are unable to honor your request to cancel the processing of a payment data file or a payment entry in a payment data file or to pull a printed check prior to disbursement. You agree to reimburse us for any expenses we may incur in attempting to honor any such requests.

5. Security Procedures. You agree to comply with the following security procedures in using the EPP service and agree that these security procedures are commercially reasonable.

(a) Online Services. For a payment data file that is transmitted to us through one of our online services you are required to comply with the security procedure for that online service as defined in the reference materials. During our implementation of your setup for the EPP service, you must designate a security administrator for the online service. The security administrator will have full access rights as more fully described in the reference materials.

(b) Control Totals. Each time you submit a payment data file, we will notify you by email when we receive the file. Upon receipt of this email, you must access our online services, as more specifically described in your EPP service profile, and verify the number of check print entries, the number of ACH credit entries, the aggregate dollar amount of all ACH credit entries and the aggregate dollar amount of all check entries (the "control totals"). In addition, you must submit a transmittal form to us indicating the total amount of ACH credit entries in the payment data file.

(c) Cancellations. Instructions canceling a payment data file or any payment entry in a payment data file or requesting that any check created be pulled prior to distribution must be in writing and transmitted to our EPP staff as indicated in the reference materials. We may verify or authenticate any of these instructions by any means we believe to be reasonable in the circumstances, but we are under no obligation to do so. We will have no liability for acting on any of these instructions we believe in good faith to have been given by one of your authorized users.

(d) Payee Access. Before a payee can access our online remittance reporting feature or vendor enrollment feature, that payee must register in the designated website, using access instructions provided by you. Once registered, the payee will choose its own user id and password.

6. Risk of Delivery. We shall have no responsibility for any checks once delivered to the United States Postal Service or a courier. You assume all risks associated with delays caused by complications arising in the transmission of payment data files and delays in postal service or courier service, except when such delays are caused by our failure to provide the checks by the delivery time or to transmit an ACH entry by the appropriate ACH processing cut off time, provided you submitted the payment data for such payments to us in a timely manner.

7. Limitation of Liability; Indemnity. Notwithstanding anything herein to the contrary, we shall have no liability with respect to a check issued or ACH entry transmitted in accordance with the services described in these EPP terms and conditions, conforming to the payment data or after the period during which we must maintain the payment data with respect thereto. In addition to any obligation you have to indemnify us under the master agreement or the general terms and conditions, you agree to indemnify and hold us harmless from any and all claims, expenses, costs, or liabilities arising out of the issuance of a payment against a payable in dispute or not yet due and payable.

8. Creation of Issue File for Positive Pay, Account Reconciliation, or Controlled Payment Service. You may elect for the printed check information included in your payment data file to be used by us to create a Positive Pay, Account Reconciliation or Controlled Payment issue file on your behalf to be used in connection with one of those services. If you make this election, we must have agreed to provide you the applicable Positive Pay, Account Reconciliation or Controlled Payment service and you must have confirmed a service profile for the service. By

making this election, you authorize us to create an issue file on your behalf on each day on which checks are printed against any SunTrust account that is included in your setup for Positive Pay, Account Reconciliation or Controlled Payment service. Each issue file and your use of the Positive Pay, Account Reconciliation or Controlled Payment service is governed by the terms and conditions for each service, including without limitation those relating to limits on our liability and suspending your use of the service.

9. Payee Access. Payees have access to several features of EPP service through a designated website.

(a) Online Remittance Reporting Feature-before a payee can access our online remittance reporting feature, that payee must register in the designated website, in compliance with the security procedures referenced herein. The payee's access and use of the website shall be subject to the terms and conditions posted at the website. Through the website, registered payees may utilize the online remittance reporting feature to view and download documents and information in connection with payments, including remittance data and statements. Documents and information will be available to the payee through the online remittance reporting feature for the number of days provided in the EPP reference materials. Payees will be notified by email when new documents and information are available online. The payee will be deemed to have received any email sent by us to the email address reflected at that time in the payee's registration information in the designated website. We are not responsible for undelivered emails.

(b) Vendor Enrollment- under the vendor enrollment feature, a registered payee may provide notice through the website to receive payments by ACH rather than by check. This election is for your information and we have no duty to comply with your payee's election to receive payments by ACH. provides notice through the website

(c) EPP Vendor Services-you or your payees may elect to obtain additional services directly from our EPP vendor, such as, but not limited to, data download capabilities. SunTrust is not a party to providing additional services and is not responsible for any obligations or liabilities that may arise in the course of our vendor providing those additional services to you or your payees.

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## Image Cash Letter Service

1. Description of the ICL Service. The SunTrust Image Cash Letter or "ICL" service is intended to allow you to transmit to us for deposit files of electronic images of batches of checks (and associated information describing each check) and check total information, each file an "image cash letter," in place of forwarding the original checks to us for deposit. Details regarding ICL's functionality and certain formatting and other technical requirements that you must follow when using the ICL service are provided in the "ICL reference materials" as we update them from time to time. The ICL service is intended for transmission of your electronic images and associated information in one file, not as

separate transmissions. The ICL service may also encompass image quality analysis adjustments, image integrity analysis adjustments, duplicate item or duplicate file adjustments and return item adjustments (all as defined in the ICL reference materials) being sent to you. The ICL service may not be used to transmit an electronic image of a remotely created check (as that term is defined in Regulation CC). These ICL terms and conditions do not otherwise affect any other agreement between you and us relating to deposits of original checks.

2. Operation of the ICL Service. You may use the ICL service with respect to the account(s) identified in your ICL service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup for the ICL service.

(a) Each electronic check image included in an image cash letter is an "item" as defined in Article 4, Section 104(a)(9) of the Uniform Commercial Code as adopted in the state whose laws govern this agreement and a "check" as defined in Section 229.2(k) of the Regulation CC, which must be an exact image of the front and back of the original check with full-field magnetic ink character recognition (MICR) line encoding (absent the amount). You should endorse the original check prior to image capture and you must provide an electronic endorsement record in accordance with the ICL reference materials, which are based on our interpretation of the relevant American National Standard Institute (ANSI) standards. Each image cash letter must be formatted, including the batching of images, as provided in the ICL reference materials. To be eligible for processing, an electronic check image must meet the items eligible for exchange requirements as outlined in the ICL reference materials. At a minimum, the item must be a negotiable item and all characters in all MICR fields present on the document must be readable. This will allow you to capture the information required for the image cash letter. It is not acceptable to pass digit errors (represented by an \* within a MICR field) on a file forwarded to us. All fields on the MICR line of an electronic check image must be repaired prior to forwarding any files to us. You warrant that any repair of the MICR line fields will be repaired correctly.

(b) You must transmit each image cash letter to us through one of our online services which support the transmission of image cash letters. To submit an image cash letter to us through an online service, you are required to comply with the security procedures for that online service. Any image cash letter transmitted to us in accordance with those security procedures will be deemed an image cash letter of yours, whether or not you actually authorized it. Transmission times, image file receipt times, other applicable deadlines and transmission locations are set forth in the ICL reference materials and/or your ICL service profiles as they are in effect at the relevant time.

(c) Each image (and associated information regarding a check) included in an image cash letter must meet our quality standards for processing an image for deposit as described in the ICL reference materials. Those standards are referred to in these ICL terms and conditions as the "ICL standards." We may add to or change the ICL standards at any time immediately upon notice to you. Once we receive your image cash letter, as the bank of first deposit, our systems will process each image and associated information included in that image cash letter that are on-us items to determine if all images and associated information satisfy the ICL standards for qualified image cash letters. Also, if your imaging process does not produce acceptable images you will be required to use our unqualified ICL service that performs image quality analysis and image integrity analysis on all items in each image cash letter. This may result in requiring an earlier image file receipt time for your unqualified image cash letter. All image cash letters are also subject to duplicate item and duplicate file detection. If an image and associated information satisfy the ICL standards, the ICL system will accept them. If the ICL system determines an image or associated

information does not satisfy the ICL standards, the ICL system may reject the nonconforming image or duplicate item, which shall mean those items are sent back to you for reasons of poor quality, missing images or duplicate items. A summary debit adjustment will be made to your account and a debit advice will be sent to you. Also you may request that the list of rejected images which failed to meet the ICL standards or were found to be duplicates be transmitted through one of our online services to your designated contact identified in your ICL service profiles as they are in effect at relevant time. In addition, any image and associated information included in an image cash letter must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which we have forwarded an image and associated information for collection, the "collecting bank quality standards." All check images which fail to meet collecting bank quality standards will be sent to you as a return advice with attached image for each item. There are no specific timelines for these types of adjustments, but they are usually completed within 30 business days of deposit. If an image is rejected for failing to meet the ICL standards or the collecting bank quality standards, you must take corrective action to either recapture the image and associated information and submit it in a new image cash letter or submit the original check for deposit. Once you have transmitted an image cash letter to us, you may not cancel it unless we have rejected the file. If more than two percent of the images and associated information included in an image cash letter fail to meet the ICL standards, the entire file may be rejected, which will require you to resubmit that image cash letter.

(d) In using the ICL service, you agree to use formats as indicated below, which may be amended from time to time.

(i) DSTU X9.37 – 2003 TIFF 6.0 CCITT Group IV black and white (Images attached) Paper will be truncated at your location

(ii) Image – Same as above

(iii) Companion Document for exchange – Federal Reserve Bank Adoption of DSTU X9.37 (2003) Image Cash Letter Customer Documentation (Excluding portions referring to Fed specific details)

All files must be sent to us through our Online File Transfer service. You must send a notification to the designated e-mail address as identified in the ICL reference materials, which must include your name, image cash letter file total dollar amount and image cash letter file total item count. Federal Reserve Bank's Image Quality Assurance (IQA) Settings should be adhered to at minimum. This includes the parameters of images relative to length, height, corners, document skew, darkness/lightness, noise and image size compression. These image quality standards are provided in the reference materials. Authentication will be conducted through the Online File Transfer log in process utilizing security procedures and authorization codes. Image Quality Adjustment Detail reporting will be facilitated through the use of our Online Courier service if you elect to use that service.

(e) Once we have accepted an image cash letter for deposit, we will use each image and associated information included in that deposit to process it as an electronic item or, at our option; to create a substitute check. If we elect to process an image and associated



information as an electronic item, we will process that image for deposit to your account and forward it for presentment to the drawee bank (as defined below) through the electronic item collection channels that we would otherwise use to present an electronic item to the drawee bank. If we use an image and associated information to create a substitute check, we will process that substitute check for deposit to your account and forward it for presentment to the financial institution on which the original check was drawn or through or at which it was payable (that institution is referred to in these ICL terms and conditions as the "drawee bank") through the check collection channels that we would otherwise use to present a check to the drawee bank. In either event, your deposit will be subject to the terms of any agreement we have with other financial institutions relating to the presentation of electronic items. We will make funds for each electronic item or substitute check that we process for deposit to your account available to you under the enhanced schedule that applies to your account on the business day that we received the file containing a conforming image of that check.

(f) We must receive your image cash letter by the image file receipt times set forth in the ICL reference materials. In that regard, we are not liable for any delays or errors in transmission of an image cash letter. If the online service you use to transmit your image cash letter is not available, you must make your deposits by another method, such as delivery to us of appropriate CD-ROM(s) containing the image cash letter or delivery of the original checks to us. You may not transmit to us an image cash letter which exceeds 20,000 items per file if you are using the unqualified ICL service or 40,000 items per file if you are using the qualified ICL service. You may send more than one image cash letter each day prior to your image file receipt time.

(g) You agree to make original checks available to us promptly upon our reasonable request. You agree that you will not capture more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer any original check to us or to any other person or entity after you have captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once (unless that item has been returned to you by us for corrective action), (ii) you will not transmit an image of (or associated information regarding) any original check to us that you previously transmitted to any other person or entity, (iii) you will not transmit an image of (or associated information regarding) any original check to any other person or entity after you have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check to us if that check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) you will not use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us. You agree to use commercially reasonable security procedures to safeguard the original checks, images and associated information in your possession.

(h) If there is any discrepancy between check image count and/or the total dollar amount of the deposit reflected by you in an image cash letter and our count of check images and/or the total dollar amount of images included in the image cash letter, our count will control and the

image cash letter may be rejected. We will also debit your account and send you a deposit adjustment notice for any image which was rejected by us for failing the ICL standards, was determined to be a duplicate, or rejected for failing the collecting bank quality standards, or returned by any collecting bank for any reason.

(i) We may reject, impose a special fee and/or delay processing of any image cash letter if (i) the image cash letter was not prepared and formatted in accordance with the requirements set forth in the ICL reference materials, (ii) the number of check images in the image cash letter or the total dollar amount of the image cash letter does not match what is included in the Cash Letter Control Record for your image cash letter, and (iii) the number of check images in an image cash letter file transmitted to us exceed the number permitted under these ICL terms and conditions.

(j) Returns will be handled by printing substitute checks and returning them through existing return channels.

3. Your Representations and Warranties. You make all of the representations and warranties to us with respect to each electronic check image and associated information that you transmit to us that you would have made if you had deposited the original check into your account. In addition, you represent and warrant to us with respect to each image of and associated information that you transmit to us that (a) the image and associated information (i) accurately represent all of the information on the front and back of the original check at the time the image and associated information were captured and (ii) are otherwise sufficient for us to satisfy our obligations as the truncating and/or reconverting bank and (b) no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (i) the original check, (ii) an electronic item or substitute check that we create from the image and associated information, or (iii) a paper or electronic representation of the original check or of a substitute check that we create from the image and associated information, such that the person or entity will be asked to make a payment based on a check that it has already paid.

4. Your Indemnification Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us, our affiliates and our respective officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that we create from a electronic check image and associated information that you transmit to us, instead of the original check, or (b) any encoding error on any check included in an image cash letter, or (c) any duplicate item or duplicate file created or authorized by you, or (d) the delayed processing of any returned items by any subsequent bank for any items that were processed as electronic items, or (e) a remotely created check being included in an image cash letter.

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## Image Cash Letter Service – Financial Institutions

1. Description of the ICL-FI Service. The SunTrust Image Cash Letter service for financial institutions or "ICL-FI" is intended to allow you to transmit to us for deposit files of electronic images of batches of checks (and associated information describing each check referred to as "presentment notice") and check total information, each file an "image cash letter," in place of forwarding the original pre-encoded check deposits to us for deposit. Details regarding ICL-FI's functionality and certain formatting and other technical requirements that you must follow when using the ICL-FI service are provided in the ECCHO Rules, Section XIX and in the "ICL-FI reference materials" as we update them from time to time. By using this service, you agree to be bound by the Electronic Check Clearing House Organization Operating Rules referred to as "ECCHO Rules" for these electronic image transactions and we will sponsor your membership if you are not currently a member of ECCHO. Unless otherwise agreed upon, you will be charged for the ECCHO sponsorship fees. Unless otherwise indicated, terms used in these ICL-FI terms and conditions shall have the meanings ascribed to such terms in the ECCHO Rules. The ICL-FI service is intended for transmission of your presentment notice and electronic images in one file, not as separate transmissions. The ICL-FI service also encompasses image quality analysis adjustments and return items processing sent to you. The ICL-FI service may not be used to transmit an electronic image of a remotely created check (as that term is defined in Regulation CC). These ICL-FI terms and conditions do not otherwise affect any other agreement between you and us relating to exchanges under the ECCHO Rules or deposits of original checks.

2. Operation of the ICL-FI Service. You may use the ICL-FI Service with respect to the account(s) that are identified in your ICL-FI service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup for the ICL-FI service.

(a) Each electronic check image included in an image cash letter is an "item" under the Uniform Commercial Code, a "check" under Regulation CC and an "item" under ECCHO Rules which must be an exact image of the front and back of the original check with full MICR line information. You must endorse the original check or the electronic check image with the bank of first deposit endorsement in accordance with the ANSI endorsement requirements, ECCHO Rules and ICL-FI reference materials. Each image cash letter must be formatted, including the batching of images, as provided in the ECCHO Rules and the ICL-FI reference materials. To be eligible for processing, an electronic check image must meet the items eligible for exchange requirements as outlined in the ECCHO Rules, Section III (A). The ECCHO Rules require, at a minimum, that the item be a negotiable item, and all characters in all MICR fields present on the document must be readable. This will allow you to capture the information required for the image cash letter. Repair of the MICR line on documents in order to make the items eligible for processing must be done with responsibilities assigned as outlined in ECCHO Rules, Section III(B). It is not acceptable to pass digit errors (represented by an \* within a MICR field) on a file forwarded to us. All fields on the document must be repaired prior to forwarding any files. Repair of the MICR line fields will be governed by ECCHO Rules.

(b) You must transmit each image cash letter to us through one of our online services which support the transmission of image cash letters. To submit an image cash letter to us through an online service, you are required to comply with the security procedures for that online service. Any image cash letter transmitted to us in accordance with those security procedures will be deemed an image cash letter of yours, whether or not you actually authorized it. Transmission times, Image Ledger Cutoff times, other applicable deadlines and transmission locations are set forth in the ICL-FI reference materials and/or your ICL-FI service profiles as they are in effect at the relevant time.

(c) Each image of (and associated information regarding a check) included in an image cash letter must meet our quality standards for processing an image for deposit as described in the ECCHO Rules and the ICL-FI reference materials. Those standards are referred to in these ICL-FI terms and conditions as the "ICL-FI standards." We may add to or change the ICL-FI standards at any time immediately upon notice to you. Once we receive your image cash letter, our systems will process each image and associated information included in that image cash letter that are on-us items to determine if that image and associated information satisfy the ICL-FI standards. If an image and associated information satisfy the ICL-FI standards, the ICL-FI system will accept them. If the ICL-FI system determines an image or associated information does not satisfy the ICL-FI standards, the ICL-FI system may reject the nonconforming image, which shall mean those items are sent back to you for reasons of poor quality or missing images. Each day we will fax to your contact that you have designated (in a form acceptable to us) the list of rejected images which failed to meet the ICL-FI standards and this will be followed by a research and adjustment debit advice. In addition any image and associated information included in an image cash letter must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which we have forwarded an image and associated information for collection, the "collecting bank standards." All check images which fail to meet Federal Reserve Bank quality standards will be returned as an advice with attached image for each item via U.S. Mail. All check images which fail to meet collecting bank quality standards will result in items coming back in Return Item processing. If an image is rejected for failing to meet the ICL-FI standards or the collecting bank standards, you must either recapture the image and associated information and submit it in a new image cash letter or submit the original check for deposit. Once you have transmitted an image cash letter to us, you may not cancel it.

(d) Once we have received an image cash letter for deposit, we will use each image and associated information included in that deposit to create a substitute check or, at our option; process it as an electronic item. If we use an image and associated information to create a substitute check, we will process that substitute check for deposit to your account and forward it for presentment to the financial institution on which the original check was drawn or through or at which it was payable (that institution is referred to in these ICL-FI terms and conditions as the "drawee bank") through the check collection channels that we would otherwise use to present a check to the drawee bank. If we elect to process an image and associated information as an electronic item, we

will process that image for deposit to your account and forward it for presentment to the paying bank through the electronic item collection channels that we would otherwise use to present an electronic item to the paying bank. In either event, your deposit will be subject to the terms of any agreement we have with other financial institutions relating to the presentation of electronic items. We will make funds for each substitute check or electronic item that we process for deposit to your account available to you under the same schedule that would have applied if you had deposited the original check to your account on the business day that we received the file containing a conforming image of that check.

(e) We must receive your image cash letter by the then-current deadline set forth in the ICL-FI reference materials. In that regard, we are not liable for any delays or errors in transmission of an image cash letter. If the online service you use to transmit your image cash letter is not available, you must make your deposits by another method, such as delivery of the original checks to us. You may not transmit to us an image cash letter which exceeds 20,000 items per file if you are using the unqualified ICL service or 40,000 items per file if you are using the qualified ICL service. You may send more than one image cash letter each day prior to your image file receipt time.

(f) You agree to make original checks available to us promptly upon our reasonable request. You agree that you will not capture, nor will you allow any of your customers to capture, more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer, or allow any of your customers to negotiate, deposit or transfer, any original check to us or to any other person or entity after you have or that customer has captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once, (ii) you will not transmit an image of (or associated information regarding) any original check to us that you or one of your customers has previously transmitted to any other person or entity, (iii) neither you nor any of your customers will transmit an image of (or associated information regarding) any original check to any other person or entity after you have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check to us if that check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) neither you nor any of your customers will use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us. You agree to use and cause your customers to use commercially reasonable security procedures to safeguard the original checks, images and associated information.

(g) If there is any discrepancy between check image count and/or the total dollar amounts of the deposit reflected by you in an image cash letter and our count of check images and/or the total dollar amount of images included in the image cash letter, our count will control and the image cash letter will be rejected. We will also debit your account and send you a deposit adjustment notice for any image which was rejected by us for failing the ICL-FI standards or rejected for failing the Federal Reserve Bank quality standards or returned by any collecting bank for failing its collecting bank standards.

(h) We may reject, impose a special fee and/or delay processing of any image cash letter if (i) the image cash letter was not prepared and formatted in accordance with the requirements set forth in the ECCHO Rules and ICL-FI reference materials, (ii) the number of checks images or batches of check images in the image cash letter, the dollar amount of a batch of check images in an image cash letter or the total dollar amount of the image cash letter does not match what is included in the presentment notice for that image cash letter, and (iii) the number of check images in all image cash letter files transmitted to us on any banking day, exceed the number permitted under these ICL-FI terms and conditions.

(i) Returns will be handled by printing substitute check documents and returning them through existing paper return channels. As a financial institution you act as the bank of first deposit (BOFD) on all items you deposit with us. This will require you to place a BOFD endorsement on all physical items deposited and/or a 26 record containing the BOFD record on all image cash letter items deposited with us. This endorsement must be in compliance with Regulation CC regarding content and placement, ANSI x9.37 standard, and as provided in ECCHO Rules Section XIX (E).

(j) As the BOFD, you are expected to be the primary agent of resolution of all research items. As the BOFD, your organization has total access to the clearing cycle of each item deposited with us. As your clearing agent, we do not have access to all of the returns information and as such we are less able to resolve all research items. You may re-deposit indemnified copies of previously missing items with us at any time through any depository channel.

3. Your Representations and Warranties. You make all of the representations and warranties to us with respect to each electronic check image and associated information that you transmit to us that you would have made if you had deposited the original check into your account. You further agree to the Sending Bank Warranties and Indemnification as provided in ECCHO Rules Section XIX (M).

4. Your Indemnification Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us, our affiliates and our respective officers, directors, employees, attorneys, agents and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that we create from a electronic check image and associated information that you transmit to us, instead of the original check, or (b) any encoding error on any check included in an image cash letter, or (c) the delayed processing of any returned items by any subsequent bank for any items that were processed as electronic items, or (d) a remotely created check being included in an image cash letter.

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## Image Delivery Services

1. Description of the Image Delivery Services. The image file transmission feature for Image Delivery Services includes the delivery of imaged items such as paid items, returned items, deposit tickets and deposited items through the Online File Transfer service. The images of the various items, as well as images or text files of account statements, selected by you are downloaded and transmitted on a variety of time frames. The CD-ROM feature for Image Delivery Services includes the delivery of imaged items such as paid items, returned items, deposit tickets and deposited items with an encrypted CD-ROM delivery process available on a variable basis. The various items selected by you will be imaged, MICR corrected, balanced, and posted before delivery. If any deposited items are out of balance for an account (total of deposited items does not match deposit ticket), then those deposited items will not be included in any of the Image Delivery Services. You may also select certain one-time historical CD-ROM services for any of the imaged items, such as a one month CD-ROM, a twelve month CD-ROM or a seven year archive CD-ROM.

2. Selection of Image Delivery Services. You may select either image file transmission or CD-ROM delivery method for the various items selected by you with respect to the accounts that you have or may in the future identify to us and that we have agreed to include in your setup for the Image Delivery Services. Your selection for each account is reflected in your Image Delivery service profiles, which may be grouped under a lead account for all accounts capturing the same types of images using the same delivery method. Details regarding these Image Delivery Services, their functionality and certain requirements that you must follow when using the Image Delivery Services are provided in the Image Delivery reference materials as they are updated from time to time.

(a) Image file transmission –after online delivery, you have access to your imaged items along with indexed fields of information that can be downloaded directly into your image archiving systems. Image file transmissions are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate a contact responsible for receiving or retrieving your image file transmissions. You will retrieve your image file transmissions after setup on Online File Transfer service by using the unique user ID and password assigned to your company. If you elect for us to “push” your image file transmissions to you, you can provide us the information needed to access your computer system to deliver the files.

We will send the URL address and the user ID and password to the person you designate as your contact.

(b) CD-ROM - after delivery by express mail, you have access to your imaged items along with indexed fields of information to facilitate research and for long term archival purposes. CD-ROM images can be retained on the CD-ROM or downloaded onto your computer. You must designate a security administrator responsible for accepting the software used to access the CD-ROM images. The CD-ROM will be encrypted to protect your data during transit. We will assign encryption codes that your security administrator will use to de-encrypt and access the CD-ROM. Before you may use the CD-ROM Image Delivery Service, you must have or obtain a computer and related software materials necessary to access electronic images of (and associated information regarding) checks that are imaged on the CD-ROM. As part of providing the CD-ROM Image Delivery Service, our vendor will sublicense the software and related materials to you that you need to access electronic images of (and associated information regarding) checks. The software and related materials are referred to as the “software materials”. You must download the software materials and install them on a computer that you will use in connection with the Image Delivery Services.

(c) Security Procedures-you agree that the security procedures noted above for the Image Delivery Services you select are commercially reasonable. You are completely responsible for controlling access to and maintaining the confidentiality of the security procedures, authorization codes and encryption codes and you must promptly report any breach of that confidentiality to us. You are also completely responsible for the actions of your users to whom we or your security administrator or your contact provide authorization codes or encryption codes and any other person who has obtained access to your authorization codes or encryption codes. You represent and warrant that you will maintain commercially reasonable security procedures to prevent unauthorized access to or any misuse of the imaged items or misuse of the information contained in the imaged items once you have received image file transmissions or CD-ROMs.

3. Imaged Items. You agree that we will have no liability for any missing image or if any image we capture is not legible. Our responsibility for missing or illegible images is to use reasonable efforts to provide a replacement image.

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## Online Bill Consolidator Service Schedule

1. Description of the OBC Service. The Online Bill Consolidator or “OBC” service allows you to participate as a biller in RPPS®, the Remote Payment and Presentment Service provided by MasterCard International Incorporated (“MasterCard”) to receive bill payments and remittance information from your consumer obligors processed through RPPS. You may use the OBC service with respect to the accounts that are identified in your OBC service profiles as they are in effect at the relevant time and that we have included in our implementation of your SLWSD 0698001 ST TM T&C jbn final ver (06\_07\_10)

setup for the OBC service. Details regarding the OBC service’s functionality and requirements that you must follow when using the OBC service are provided in the OBC reference materials, as we update them from time to time.

2. Enrolling in RPPS.

(a) We will enroll you as a biller in MasterCard's RPPS based on the information you provide to us in the implementation of your setup. That information is referred to in these OBC terms and conditions as your "biller profile." You must ensure that all information provided to us or to MasterCard by you or on your behalf to enroll you as a biller or otherwise for use in RPPS is complete and accurate at all times and in all respects. In the event you learn or have reason to believe that any such information is or may not be complete and accurate in all respects, you must notify us as soon as reasonably practical and take such operational steps as reasonably designated by us or MasterCard to correct the information and appropriately adjust any sums remitted in response to or reliance on the incomplete or inaccurate information. Once you are enrolled as a biller in RPPS, we will make the remittance information reported to us by MasterCard for bill payments from your consumer obligors that have been processed through RPPS available to you and MasterCard will send funds to settle all payments included in the remittance information directly to the account (the "settlement account") designated in your OBC service profiles as they are in effect at the relevant time.

(b) You represent and warrant to us that you are not currently using, and will not use at any time that we are providing the OBC service to you, the services of any other financial institution to enroll in RPPS or otherwise obtain access to RPPS for any purposes, and that you do not owe any outstanding amounts to MasterCard.

(c) You agree to sign all forms required by MasterCard to receive payments and remittance information processed through RPPS, including an ACH debit authorization form.

### 3. Remittance Files; Settlement; Posting.

(a) After we receive your remittance information from MasterCard, we will reformat the remittance information in accordance with the file formatting requirements we have agreed to with you. On the business day following the day we receive your remittance information from MasterCard, we will make a file of reformatted remittance information (the "remittance file") available to you by appending it to your file of items processed in your wholesale or scannable lockbox service setup, if you use either of those services, or as a separate transmission file of remittance information, as you may designate (in a form acceptable to us). You are solely responsible for maintaining copies of all remittance files that we send or otherwise make available to you.

(b) MasterCard will settle all of the payments reflected in each remittance file via one consolidated ACH credit entry to your settlement account. You are also solely responsible for reconciling all remittance information in each remittance file to the ACH credits you receive from MasterCard. If you are unable to reconcile the two, you must notify us of the inconsistencies by the end of our banking day on the day you receive the ACH credit. If you have notified us in the time required, we will use good faith efforts to resolve any such inconsistencies with MasterCard. Each settlement for a payment credited to your settlement account is provisional until MasterCard receives final settlement from the originator of that payment. All payments credited to your settlement account, or otherwise owed to you, for payments processed through RPPS are subject to MasterCard's rights to unwind

transactions and setoff under the MasterCard Remote Payment and Presentment Service User Guide and Operating Rules (the "Rules").

(c) You are solely responsible for posting all payments in each remittance file to the correct customer accounts in your receivables system. You must electronically post the payments in each remittance file to your receivables system so that the payments are posted to your obligors' accounts before your posting cut-off time on the calendar day immediately following the date we formatted the remittance information included in that remittance file, as reflected by the date in the file header information (the "file header date"). If the immediately following calendar day is a holiday or weekend day, you must post the payment on the immediately following business day, and you must also backdate the time the payment is shown to have been posted in your receivable system so that it reflects it was posted before your payment posting cut-off time on the calendar day immediately following the file header date.

### 4. Returns; Reversals.

(a) If you can not determine from a remittance file the correct obligor account to which a payment should be posted, you will only have two banking days from the file header date of that remittance file to research and post the payment to the correct account. You may not post the payment to a general ledger suspense account or otherwise hold the payment beyond such two-day period while you continue to research the payment. If you have been unable to determine the correct obligor account and post the payment, you must request (in a form that is acceptable to us) that we return the payment no later than the end of our banking day on the day that is two banking days after the file header date of that remittance file. If a remittance file contains incorrect information, but you are able to post the payment, you give us a notice (in a form that is acceptable to us) that describes what was incorrect in the remittance information no later than the end of our banking day on the day that is two banking days after the file header date of that remittance file.

(b) Additionally, if you are not willing to accept payment from an obligor, you must request (in a form that is acceptable to us) that we return the payment no later than the end of our banking day on the day that is two banking days after the file header date of the remittance file containing that payment information.

(c) To use the OBC service, your biller profile must be setup to require "guaranteed payments." Unless you otherwise request to be setup in RPPS as a biller that only accepts guaranteed payments, originators can initiate reversals of payments previously made to you through RPPS, and MasterCard will debit your account with us through an ACH entry for such reversals. Unless we set up your biller profile in RPPS incorrectly, we will not have any responsibility for any reversals processed through RPPS or debits by MasterCard to your account to reverse a payment. If you want us to attempt to return an erroneous reversal entry, you must request (in a form that is acceptable to us) that we return the reversal entry no later than the end of our banking day on the day that is two banking days after the settlement date of the reversal entry. We will use good faith efforts to honor your request to return a reversal entry, but will have no liability if we can not effect the return or your return request is not honored by MasterCard. You agree to

reimburse us for any expenses we may incur in attempting to honor your return request.

(d) In addition to any other rights we may have to act on instructions we believe in good faith to have been given by a person you have authorized, we may act upon any request or notice we receive pursuant to this Section 4 that we believe in good faith to have been given by one of your authorized users.

5. Limitation of Liability; Disclaimer; Indemnity. In addition to any other limits on our liability under the agreement and to the extent permitted by applicable law, you agree that we will not have any liability for any acts or omissions of MasterCard, including, without limitation (a) any error or delay in processing any payments or remittance information through RPPS (including, without limitation, any error or delay in initiating any funds transfers to you), (b) any breach of confidentiality of any information (including, without limitation, any of your or your customers' payment, account or personal information), (c) the inaccuracy of any remittance information, or (d) any reversals or other debits initiated against your account. **Neither we nor MasterCard makes any representations or warranties of any kind with respect to RPPS or the OBC service, including any implied warranties of merchantability or fitness for a particular purpose.** In addition to any other indemnity obligation under the agreement and to the extent permitted by applicable law, you agree to defend, protect, indemnify and hold us harmless from and against any claims, liabilities, losses,

damages, costs and expenses (including attorneys' fees) arising from or related to (i) any amounts or other obligations we owe MasterCard that are related in any way to your use of RPPS, (ii) faulty or erroneous information or instructions you give us or MasterCard, (iii) any of your errors or delays in posting a payment to your accounts receivable system, or (iv) any of your acts or omissions which result in our breach of the Rules or other RPPS documentation.

6. RPPS Documentation. The OBC service is subject to the Rules and any other RPPS documentation, as they are in effect from time to time. The Rules and all other RPPS documentation are referred to in these OBC terms and conditions as the "RPPS Documentation." You agree to take all actions we deem necessary for both you and us to be in compliance with the Rules and any other RPPS Documentation. You agree that we are not obligated to take any action under these OBC terms and conditions that would cause us to breach the Rules or the provisions of any other RPPS Documentation. You agree that none of our obligations to MasterCard under the Rules or any other RPPS Documentation as a participant in RPPS create obligations for us under these OBC terms and conditions unless expressly set forth as our obligations in these OBC terms and conditions.

7. Termination. You or we may terminate your use of the OBC service immediately upon written notice to the other, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

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## Online Check Deposit Service

1. Description of the OCD Service. The Online Check Deposit or "OCD" service allows you to capture an electronic image of an original physical paper check (and associated information describing that check) and to transmit that image and associated information to us for deposit to your account in place of forwarding the original physical paper check to us. The OCD service will also provide access to, and the ability to export and print, deposited check images as well as reports regarding your use of the OCD service. Details regarding OCD's functionality and certain formatting and other technical requirements that you must follow when using the OCD service are provided in the OCD reference materials as we update them from time to time. The OCD service may not be used outside of the United States without our prior written approval and may not be used to capture an electronic image of a remotely created check (as that term is defined in Regulation CC).

2. Operation of the OCD Service.

(a) Required Hardware and Software. Before you may use the OCD service, you must have or obtain a personal computer, printer, scanner and related software necessary to capture electronic images of (and associated information regarding) checks that you receive. The scanner must be a model that we have approved. As part of providing the OCD service, we will sublicense the software to you that you need to capture electronic images of (and associated information regarding) checks. You must download the software and install it on a personal computer that you will use in connection with the OCD service. A separate copy of the software materials must be downloaded for use with each personal computer (for reviewing reports) and for each approved scanner and personal computer that you need to capture electronic images of (and associated information regarding) checks. You must notify us and obtain our approval before you download each copy of the software. You must have or acquire each approved scanner needed by you to utilize the OCD service. You acknowledge that you previously acquired or are currently acquiring each scanner directly from a third party vendor and, as a result, all warranty obligations and contracts are to be handled directly with that vendor. **At your request, we may provide (in a form acceptable to us) your contact information and your scanner acquisition information to a third party vendor. Upon receipt of your information, the third party vendor will facilitate your scanner acquisition.** You agree that we are only providing this information to the third party vendor as an accommodation to you to facilitate your acquisition of a scanner and that we do not have any responsibility or liability for the delivery of or any aspect of the operation, use or maintenance of the scanner.

(b) OCD Setups. Your authorized users for the OCD service (and the accounts with respect to which each such authorized user may use the OCD service to make deposits or obtain information or reports) are designated in your OCD service profiles as they are in effect at the relevant time. The OCD service also offers you the option (through its Location Identifier function) of assigning a Location ID number or alphanumeric description for each store, branch or office (each of which is referred to as a "location") for which deposits are captured and transmitted to us through the OCD service. Your election to use the Location ID function and the numbers and/or descriptions for each location are reflected in our implementation/setup forms for the OCD service as they are in effect at the relevant time. You must provide us

with the street address for each scanner to include in our implementation of your setup for the OCD service. Please note that you must notify us before you add, delete, or relocate any scanner so that addition, deletion or relocation can be reflected in your OCD service profiles. If you want to completely delete an account that is included in our implementation of your setup for the OCD service, you must delete it from the setup for each authorized user in which it is included as reflected in your OCD service profiles as they are in effect at the relevant time. Each account or authorized user you have previously identified to us continues to be authorized unless you confirm an OCD service profile that deletes that account or authorized user. Any authorized user will be able to access information regarding deposited checks and reports for their assigned accounts from any personal computer on which the software has been downloaded and installed, even if there is no a scanner attached to that personal computer and/or it is located at a different address than listed for that authorized user in your OCD service profiles as they are in effect at the relevant time. Additional information regarding the Location Identifier function, plus adding or deleting accounts, locations or authorized users is available in the OCD reference materials.

(c) Capturing Check Images and Information. In order to use the OCD service to capture check images (and associated information) or review reports, you must log on using one or more authorization codes that we will distribute directly to the authorized users designated in a service profile for this service. Separate authorization codes may be issued to an authorized user for each OCD service setup in which the authorized user is included. After you have logged on, you will be required to provide us a control total for each deposit that you are going to capture. The control total is the total dollar amount of all checks included in a particular deposit. After you have provided the control total for a deposit, using the personal computer, scanner and software (all of which are referred to in these OCD terms and conditions as your "OCD system"), you may capture an electronic image of (and associated information regarding) any original physical paper check that you have endorsed and that meets the standards for processing an image for deposit (including those set forth in the OCD reference materials). Those standards are referred to in these OCD terms and conditions as the "OCD standards." As you capture images and associated information for each check included in a deposit, the OCD system processes them to determine if they satisfy the OCD standards. If an image and associated information satisfy the OCD standards, the OCD system will accept them. If the OCD system determines an image or associated information does not satisfy the OCD standards, the OCD system will reject the nonconforming image or information and ask you to rescan the check, manually provide or verify information or, for certain image quality failures, elect to submit the image or associated information as captured. Please note that the inclusion of this limited election to submit an image as captured in the OCD system does not relieve you of the representations and warranties you make with respect to each image and associated information you transmit to us. Once all of the images and associated information for a deposit have been processed, the OCD system will provide you a summary of the deposit and ask you to submit the deposit to us. Once you have submitted a deposit to us, you may not cancel it. We must receive your deposit by the then-current deadline set forth in the OCD reference materials. In that regard, we are not liable for any delays or errors in transmission of the images or associated information. If the OCD service is not available, you must make your deposits by another

method, such as an in-person deposit at one of our branches or a deposit by mail.

(d) Processing of Images and Information. Once we have received a deposit, we will use each image and associated information included in that deposit to create a substitute check or, at our option, process it as an electronic item. If we use an image and associated information to create a substitute check, we will process that substitute check for deposit to your account and forward it for presentment to the financial institution on which the original check was drawn or through or at which it was payable (that institution is referred to in these OCD terms and conditions as the "drawee bank") through the check collection channels that we would otherwise use to present a check to the drawee bank. If we elect to process an image and associated information as an electronic item, we will process that image for deposit to your account and forward it for presentment to the drawee bank through the electronic item collection channels that we would otherwise use to present an electronic item to the drawee bank. In either event, your deposit will be subject to the terms of any agreement we have with other financial institutions relating to the presentation of substitute checks or electronic items. We will make funds for each substitute check or electronic item that we process for deposit to your account available to you under the same schedule that would have applied if you had deposited the original check to your account on the business day that we received the file containing a conforming image of that check.

(e) Returns and Rejected Images. If we determine an image or associated information is not in a satisfactory form or is a duplicate, we may reject the nonconforming image or duplicate item, which means those items are sent back to you for reasons of poor quality, missing images or duplicate items. A summary debit adjustment will be made to your account and a debit advice will be sent to you. In addition, any image and associated information included in a deposit must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which we have forwarded an image and associated information for collection, the "collecting bank quality standards." All check images which fail to meet collecting bank quality standards will be sent to you as a return advice with attached image for each item. There are no specific timelines for these types of adjustments, but they are usually completed within thirty business days of deposit. If an image is rejected for failing to meet the OCD standards or the collecting bank quality standards, you must take corrective action to either recapture the image and associated information and submit it in a new OCD or submit the original check for deposit.

(f) Original Checks and Captured Images. You agree to use commercially reasonable security procedures to safeguard the original physical paper checks, images and associated information in your possession after you have transmitted images of such items to us and you agree to make such items available to us promptly upon our request. You agree that you will not capture more than one image of (or associated information regarding) any original check and that you will not negotiate, deposit or otherwise transfer any original check to us or to any other person or entity after you have captured an image of (or associated information regarding) it. You also agree that (i) you will not transmit an image of (or associated information regarding) any original check to us more than once, (ii) you will not transmit an image of (or associated

information regarding) any original check to us that you have previously transmitted to any other person or entity, (iii) you will not transmit an image of (or associated information regarding) any original check to any other person or entity after you have transmitted it to us; (iv) you will not transmit an image of (or associated information regarding) any original check if that check has been used as a source document for the initiation of an ACH or other electronic debit; and (v) you will not use any original check as a source document for the initiation of an ACH or other electronic debit after you have transmitted an image of (or associated information regarding) that check to us.

3. Your Representations and Warranties. You make all of the representations and warranties to us with respect to each captured check image and associated information that you transmit to us that you would have made if you had deposited the original physical paper check into your account. In addition, you represent and warrant to us with respect to each captured check image and associated information that you transmit to us that (a) the image and associated information (i) accurately represent all of the information on the front and back of the original physical paper check at the time the image and associated information were captured and (ii) are otherwise sufficient for us to satisfy our obligations as the truncating and reconverting bank and (b) no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (i) the original check, (ii) an electronic item or substitute check that we create from the image and associated information, or (iii) a paper or electronic representation of the original check or of a substitute check that we create from the image and associated information, such that the person or entity will be asked to make a payment based on a check that it has already paid.

4. Your Indemnification Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us, our affiliates, our vendors and our respective officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the use of the OCD system or OCD service to capture an image of a remotely created check, (b) your use of the OCD system or the OCD service (other than as expressly provided in these OCD terms and conditions) or (c) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that we create from a captured check image and associated information that you transmit to us, instead of the original check.

5. Security Procedures. The security procedures for the OCD service include the requirement that your authorized users log on to OCD service using the authorization codes that we supply to them. We may replace the password portion of an authorization code upon your request, by calling the telephone number of your authorized user as shown in our records and giving the new password to any person answering the phone at that number. You agree that we may give the new password to anyone we believe in good faith is your user. Unless you otherwise instruct us to limit the use of authorization codes to



certain accounts, any set of authorization codes issued for use with OCD service could be used to transmit or receive files through OCD service for any account that we have included in your setup for OCD

service. You agree that these security procedures are commercially reasonable.

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## Online Courier Service

1. Description of the OLC Service. The SunTrust Online Courier or "OLC" service is an information reporting service that is available over the Internet or dedicated telephone lines. It is one of the online services described in the general terms and conditions. You may use the OLC service with respect to the accounts and services that you have identified (in a form acceptable to us) and that we have included our implementation of your setup for the OLC service. Details regarding OLC's functionality and certain formatting and other technical requirements that you must follow when using the OLC service are provided in the OLC reference materials as we update them from time to time.

2. Designation of Security Administrator and Contact. In order to use the OLC service, you must designate a person who will act as your

OLC security administrator and a person who will act as your OLC contact. These people will have all of the rights and responsibilities described in the general terms and conditions and will be identified in your OLC service profiles as they are in effect at the relevant time.

3. Fees. Fees for the OLC service will be charged to the account that is identified in your OLC service profiles as they are in effect at the relevant time.

4. Security Procedures. The security procedures for the OLC service include the requirement that your users log on to the OLC service using the authorization codes that will be supplied by your security administrator as described in the general terms and conditions. You agree that these security procedures are commercially reasonable.

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## Online ePay Manager Service

1. Description of the Online ePay Manager Service. The Online ePay Manager or "OEM" service provides you with a method to collect bill payments from your customers electronically by sending ACH debit entries to the deposit accounts of your customers. The ACH debits are initiated from payment instructions submitted by your customers to you through the Internet, over the telephone to one of your representatives or through an interactive voice response system, an "IVR." The OEM Service is one of the online services described in the general terms and conditions. Details regarding OEM's functionality and certain requirements that you must follow when using the OEM are provided in the OEM reference materials as we update them from time to time.

2. Functioning of the OEM Service. Under the OEM Service, we act as the originating depository financial institution or "ODFI" with respect to ACH debit entries initiated from payment instructions submitted by you or one of your customers through the OEM service. We need you to work with us and to provide us with certain information to implement your setup for the OEM service. You agree to give us all of this information in a form that is acceptable to us. Each set of payment instructions submitted by you or one of your customers through the OEM service will initiate a debit entry in accordance with the terms hereof. You will be the "originator" for each debit entry initiated through your setup of the OEM service. Your use of the OEM service is subject to the terms and conditions for the ACH origination service.

3. Origination and Processing of Entries.

(a) Through use of the OEM service, payment instructions to initiate ACH debit entries to the deposit accounts of customers may be submitted to us by one of the following methods: (i) by one of your customers through logging on to an Internet website we provide, the "biller website," (ii) by one of your authorized users through the OEM

administration website provided for your use, the "OEM console" or "console," based on payment instructions given by a customer to your representative over the telephone, or (iii) by one of your customers through use of the IVR. The biller website, OEM console and IVR are all part of the "OEM system" we use to provide the OEM service. Before one of your customers may submit a payment request through the OEM service, that customer must be registered in the OEM system. A customer may self register through the biller website or through the IVR. You may approve a customer before that customer is allowed to register and submit payments through OEM service, if you elected to use that option.

(b) If you elect to use the biller website, we will provide you with the Internet website for your customers to use to make one or more payments to you. The biller website will be formatted in accordance with the specifications that you give us in connection with our implementation of your setup for the OEM service. Once one of your customers has accessed the biller website, that customer may enter payment instructions to initiate a debit entry to its designated deposit account on the day that the instructions are submitted, each a "current payment," or to initiate one or more debit entries on scheduled future dates, each a "scheduled payment." Before payment instructions may be submitted online through the biller website, a customer must accept, while online, the terms of the authorization on the biller website, authorizing you to send one or more debit entries to that customer's deposit account. The form of authorization you elect to use as the authorization for you to originate debit entries to a customer's bank account must comply with the operating guidelines and rules adopted by NACHA, as in effect from time to time, or the "rules." Through the biller website, your customers may also view scheduled payments set up in, and prior payments made through, the OEM system, and delete or modify scheduled payments set up in the OEM system.

(c) The OEM console may be used by your authorized users to submit payment instructions to initiate debit entries to deposit accounts of your customers, based on payment instructions and pursuant to authorizations provided by your customers to your representatives verbally over the telephone. You may use the console to initiate only single entry debit entries to deposit accounts of your customers. After your user inputs your customer's payment instructions through the console, a notice confirming that customer's authorization to originate a debit entry in accordance with those payment instructions will be automatically sent by the OEM system to the email address for that customer reflected at that time in that customer's registration information in the OEM system. The text you wish to use for this confirmation notice must comply with the rules.

(d) If you elect to use the IVR, we will provide you with an IVR and the toll free number for your customers to call to access the IVR and make payments. Once one of your customers has accessed the IVR, that customer may enter payment instructions to initiate a debit entry to its deposit account through a series of voice or touchtone activated commands. Only single entry debit entries may be originated through the IVR. The script for the IVR to prompt the commands from your customers will be based on information you provide us in our implementation of the IVR in your setup for the OEM service.

(e) Each debit entry initiated through the OEM service will be originated using a WEB, TEL, PPD or CCD entry code. The entry code assigned a debit entry will be either the entry code you assign to it when submitting the payment instructions, if submitted through the console, or the entry code(s) assigned by the OEM system in accordance with the implementation instructions for your OEM service setup and/or your customers designation, if submitted through the biller website.

(f) A debit entry to a customer's account will be processed and debited from that customer's account on the business day following the "payment date" for the payment instructions initiating that debit, the "effective date." For each scheduled payment, the "payment date" will be the future date assigned by that customer for that payment. For each current payment, the payment date will be the date that those payments instructions are submitted to the OEM system. If payment instructions are submitted to the OEM service after the deadline for submitting payment instructions set by us in the OEM reference materials, or set by you, if earlier than our deadline, those payment instructions will not be deemed submitted and received by us until the following business day and will have a payment date of the following day. For purposes of submitting instructions for a payment only, Sunday will be deemed a "business day" for any debit entry submitted after the delivery deadline on Friday and before the delivery deadline on Sunday.

(g) Before payment instructions initiating a debit entry to one of your customers' deposit accounts may be submitted through the IVR or a payment initiating a debit entry to one of your customers' deposit accounts which is not a consumer account may be initiated through the biller website or OEM console, you must have obtained the authorization of that customer to send the debit entry to its account, in a form that complies with the rules.

(h) The OEM service will use commercially reasonable procedures to verify that the routing number for any entry initiated using the OEM service is valid.

(i) Through use of the console, your authorized users may delete payments and modify certain payments set up in the OEM system. Through use of the biller website, your customers may delete or modify only scheduled payments set up in the OEM system. A payment must be deleted or modified prior to the deadline for submitting a payment on the payment date for that payment.

4. Administrative Functions. You may use the OEM console to perform certain administrative functions in connection with your use of the OEM service. These functions may include registering a customer, administering and approving your customers' registration, viewing the status of payments, deleting payments, modifying certain payments, receiving certain notices (including notices of return entries and notices of change from the receiving depository financial institution, or "RDFI"), generating and viewing certain transaction reports (including reports of returned entries and of the dates and times of transactions), establishing authorized users and the limits on each users authority, and downloading and uploading certain files of data. The administrative functions available to you through the OEM console will be based on the functions you selected during our implementation of your setup for the OEM service. Reports are available to be viewed through the console only for the number of days provided in the reference materials. All files uploaded or downloaded through the OEM console will be transmitted to us or to you as you selected during our implementation of your setup for the OEM service.

5. Representations and Warranties. Except as otherwise provided in section 3(h) above related to verifying routing numbers and in section 7 below related to the secure connection, for each debit entry you originate through the OEM service, you must comply with all obligations of an originator of, and automatically make all representations, warranties and agreements set forth in the rules and the terms and conditions for the ACH origination service related to any entries with the same entry code type as used for that debit entry. You further represent that any payment or other instructions submitted through the OEM system, either by you or one of your customers, has been authorized by that customer.

6. Designation of Security Administrator(s). In order to use the OEM console function, you must identify at least one person as your OEM security administrator in your OEM service profiles as they are in effect at the relevant time. The security administrator(s) set up in the console with full user permissions, including the right to administer the rights and permissions of all other users. Your security administrator(s) and each other user who has been granted user administration rights in the console will be a "security administrator," and will have all of the rights and responsibilities described in the general terms and conditions and these OEM terms and conditions. In addition to the ability to administer the rights and permissions of your other users, each security administrator may administer their own user rights and permissions, including adding rights and permissions. One of your security administrators may also delete another security administrator or modify that security administrator's rights and permissions through the console.

7. Security Procedures. The following security procedures apply to your use of the OEM service:

(a) Online ePay Manager console: We will provide the security administrator(s) identified in your OEM service profiles as they are in effect at the relevant time with the initial user id and password authorization codes for you to log on to the OEM console. Your users authorized to use the OEM console must log on to the OEM console using the authorization codes that will be supplied to them by one of your security administrators. Your users will have the rights and permissions granted to them by one of your security administrators. You are solely responsible for establishing the security procedures your authorized users must use to identify and verify the authenticity of payment or other instructions from your customers submitted to you verbally over the phone, before submitting those payment or other instructions through the console.

(b) Billers Website and IVR: To access and use the biller website or IVR, a customer must log on using that customer's user id and the password, as the user id and password are reflected at that time in that customer's registration information in the OEM system. If a customer initially registers in the OEM system through the biller website, the customer will select its own user id and password. If the customer initially registers in the OEM system through the IVR or is registered by one of your representatives through the console, you will designate the user id and initial password. For the IVR, you must provide us with an accurate data file of the user id, initial password and security question information for each customer. If a customer's existing password, established in connection with a prior registration, contains any alpha characters, that password will not be accepted by the IVR, and that customer must change their password prior to using the IVR.

(c) Password Resets: Each of your customers may reset their own passwords through the biller website upon that customer providing the correct answer to the security question(s) for that customer, as that question and answer are reflected at that time in the customer's registration information in the OEM system. Each of your customers can reset their own password through the IVR, as well, upon providing the correct answer to the security question you have established for the IVR for that customer, as that question and answer are reflected at that time in the customer's registration information in the OEM system. You may issue a new temporary or permanent password to one of your customers through the console. The new password will be sent to that customer's

email address, as that email address is reflected at that time in that customer's registration information in the OEM Systems, or provided by one of your authorized users to that customer over the phone. The OEM system will prompt the customer to change a temporary password upon the initial log in to the biller website.

(d) Secure connection: For each customer session on the biller website and each session of one of your authorized users on the OEM console, any payment information will be transmitted through the OEM system via a secure session utilizing a commercially reasonable security technology that provides a level of security that, at a minimum, is equivalent to 128-bit encryption technology, employed prior to the key entry of any payment information and through transmission to us. All customer information stored in the OEM system will be stored in an encrypted format utilizing security technology providing a level of encryption that, at a minimum is equivalent to 128-bit encryption technology. Your and your customers' equipment and software must support encryption technology equivalent to 128-bit encryption.

(e) Additional customer identity verification: The OEM service allows you to verify the identity of a customer accessing the biller website or IVR by requesting your customer provide you with a designated piece of information both you and your customer know, such as a billing account number or other "shared secret," if you elect to use this additional security feature. To utilize a shared secret to verify the identity of a customer, you must provide us with an accurate data file of the shared secret for each customer.

We do not require that you submit control totals through our PAL system to process files of ACH entries initiated through your OEM service. You agree that these security procedures are commercially reasonable.

8. ACH Origination Service. These OEM terms and conditions are expressly made a part of the ACH origination terms and conditions and are subject to the provisions thereof. Terms that are defined in the ACH origination terms and conditions have the same meanings when used in these OEM terms and conditions. If there is any inconsistency on a particular issue between these OEM terms and conditions and the ACH origination terms and conditions, these OEM terms and conditions will control. You understand and agree, however, that our agreement to provide the OEM service does not permit you to use any other aspect of the ACH origination service unless we have agreed to include it in our implementation of your setup for the ACH origination service.

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## Online File Transfer Service

1. Description of the OFT Service. The SunTrust Online File Transfer or "OFT" service is an Internet-based data transmission service. It is one of the online services described in the general terms and conditions. Details regarding OFT's functionality and certain formatting and other technical requirements that you must follow when using the OFT service are provided in the OFT reference materials as we update them from time to time.

2. Use of the OFT Service. You may use the OFT service with respect to the accounts and services that are identified in your OFT

service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup for the OFT service. In that regard, if your service profile for any other service includes information regarding an OFT contact, those service profiles constitute OFT service profiles as well.

3. Multiple Authorization Codes. OFT authorization codes are not tied to any particular account or service. As a result, unless you have instructed us (in a form acceptable to us) to limit the use of authorization codes to certain accounts and/or services, you should

understand that if multiple sets of OFT authorization codes have been issued, any set of authorization codes may be used to transmit files through the OFT service for any service or account that we have included in your set up for the OFT service, whether or not the specific authorization codes being used were intended to be used with the particular account or service.

4. Designation of Contact. In order to use the OFT service, you must designate at least one person who will act as your OFT contact. This person will have all of the rights and responsibilities described in the general terms and conditions and these OFT terms and conditions and will be identified in your OFT service profiles as they are in effect at the relevant time. If you name only one such person on all of your OFT service profiles, then that person will act as your OFT contact for all accounts and services included in your set up for the OFT service. If you want a separate OFT contact for one or more accounts and services, then each of those separate OFT contacts must be identified in your OFT service profiles as they are in effect at the relevant time. You may also name a person as your backup OFT contact. If you name only one such person on all of your OFT service profiles, then that

person will act as your backup OFT contact for all accounts and services included in your set up for the OFT service. If you want a separate backup OFT contact for one or more accounts and services, then each of those separate backup OFT contacts must be identified in your OFT service profiles as they are in effect at the relevant time.

5. Fees. Fees for the OFT service will be charged to the account identified in your OFT service profiles as they are in effect at the relevant time.

6. Security Procedures. The security procedures for the OFT service include the requirement that your users log on to the OFT service using the authorization codes that we supply to your OFT contact(s) as described in the general terms and conditions. In that regard, we will replace the password portion of an authorization code upon your request. We will do so by calling the telephone number of your OFT contact (s) listed in your OFT service profile as it is in effect at the relevant time and giving the new password to the person answering the phone at that number. You agree that we may give the new password to anyone we believe in good faith is your authorized user. You agree that these security procedures are commercially reasonable.

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## Online Treasury Manager Service

1. Description of the Online Treasury Manager Service. The SunTrust Online Treasury Manager or "OTM" service is an Internet-based information reporting and transaction initiation service. It is one of the online services described in the general terms and conditions. Details regarding OTM's functionality and certain formatting and other technical requirements that you must follow when using the OTM service are provided in the OTM reference materials as we update them from time to time.

2. Use of the OTM Service. You may use the OTM service with respect to the accounts and services that you have identified (in a form acceptable to us) and that we have included in our implementation of your setup for the OTM service at the relevant time.

3. Security Administrators and Contact. In order to use the OTM service, you must designate a person who will act as your initial OTM security administrator and a person who will act as your OTM contact. Your initial OTM security administrator and OTM contact will be identified in your OTM service profiles as they are in effect at the relevant time. You may set up one or more additional OTM security administrators directly through the OTM service. In addition to the initial OTM security administrator that is reflected in your OTM service profiles as they are in effect at the relevant time, the term "OTM security administrator" includes any other user set up in the OTM service who is granted administration entitlements by any current OTM security administrator(s). In addition to any of the rights and responsibilities of an OTM security administrator or OTM contact described in these OTM terms and conditions or any OTM reference materials, each of your OTM security administrators and the OTM contact will have all of the rights and responsibilities described in the general terms and conditions. Each of your OTM security administrators may be able to grant any user authorized to use the OTM service, including themselves, access to any

accounts and services included in your setup of the OTM service for any functionality or entitlement that is available in the OTM service. In addition, you may also terminate administration entitlements of any OTM security administrator directly through the OTM service.

4. Fees. Fees for the OTM service will be charged to the account identified in your OTM service profiles as they are in effect at the relevant time.

5. Security Procedures. The security procedures for the OTM service include the requirement that each of your users logs on to the OTM service using that user's authorization codes. Your users should not give their authorization codes to any other person or use them anywhere other than within the OTM service. The user's initial authorization codes will be supplied by an OTM security administrator as described in the general terms and conditions. You are solely responsible for developing appropriate checks and balances to effectively control and monitor the use of the OTM service by all users, including each of your OTM security administrators. We may require that a user provide additional information or use other additional security procedures to authenticate that user. You agree that these security procedures are commercially reasonable.

(a) Description of the Dual Approval Security Feature. A standard security requirement of the OTM service is the "dual approval" feature. Dual approval requires that at least two authorized users be involved in the initiation and release of any wire transfer or ACH transaction. One authorized user with sufficient initiation entitlements must input the transaction information; and at least one other authorized user with sufficient approval entitlements must approve the transaction before it is released and processed. You agree that dual approval used in conjunction with the other standard OTM security procedures is a

commercially reasonable security procedure available for your use with wire transfer or ACH transactions initiated through OTM service.

(b) Non-standard Security Procedure. You may decline to use the dual approval security feature for transaction initiation within the wire transfer and ACH modules for the OTM service. In accordance with the Uniform Commercial Code Section 4A-202(c) as adopted by the laws of the state in which your principal account with us is located, you acknowledge that a commercially reasonable security procedure is available, and that, you may elect to use a non-standard security procedure with a single authorized user to initiate and approve transactions released through the Online Treasury Manager service. If you elect to use the non-standard security feature (as reflected by your OTM service profiles as they are in effect at the relevant time) you agree to be bound by any funds transfer, whether authorized or not, initiated through OTM and executed in compliance with this non-standard security procedure and you further agree that the non-standard security procedure is commercially reasonable for you.

(c) Hold Harmless and Indemnification. Without limitation or modification of any other indemnities you provide us and in consideration of our complying with your request to set up your Online Treasury Manager service without the dual approval security feature (if such a request is reflected in your OTM service profiles as they are in effect at the relevant time), you agree, at your sole cost and expense, to indemnify and hold us harmless against any and all liabilities, losses, damages, reasonable attorney's fees, costs, or expenses incurred by us as a result of claims, demands, lawsuits, or judgments of whatever nature that may

occur, or that may be alleged to have occurred, as a result of providing the non-standard security feature or any misuse of the data transmitted through use of the non-standard security feature. In particular, you will indemnify and hold us harmless against any claim or liability related to any unauthorized funds transfers that are initiated through the Online Treasury Manager service and executed in compliance with the modified security procedure.

6. Accounts. If any loan or card account types are included in your setup for the OTM service, the term "account" when used in these OTM terms and conditions or the general terms and conditions in reference to the OTM service includes these account types. In such a case, you authorize us to release information relating to any loan or card accounts identified in your OTM service profiles as they are in effect at the relevant time in accordance with these OTM terms and conditions, including the release of such information to any of your OTM users in accordance with the access you have to such information granted to each such OTM user.

7. Protection of Our Vendor. We utilize a vendor in providing the OTM service. As a result, you agree that (a) each reference to "we," "us" and "our" in any provision limiting our liability to your or imposing an indemnification obligation on you will, with respect to the OTM service, be deemed to include our vendor and (b) our vendor is a third party beneficiary of these OTM terms and conditions.

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## Positive Pay and Reverse Positive Pay Service

1. Description of the PPY and RPPY Services. The SunTrust Positive Pay ("PPY") and Reverse Positive Pay ("RPPY") services allow you to give us instructions to return certain checks that you believe may be fraudulent or not validly issued. Details regarding the functionality the PPY and RPPY services and certain formatting and other technical requirements that you must follow when using the PPY or RPPY service are provided in the PPY and RPPY reference materials as we update them from time to time.

2. Selection of Service Options. You may select the PPY or RPPY service for each account as described below. Your selection of an option for an account is reflected in your PPY and/or RPPY service profiles as they are in effect at the relevant time.

(a) Positive Pay or "PPY" Service Option.

(i) Presentment Processing. With the PPY service, you must transmit an issue file to us on each day on which you have issued any checks against any account that is included in your setup for the PPY service. We must receive that issue file by the issue deadline set forth in the PPY reference materials and it must contain all of the information set forth in the PPY reference materials with respect to each check you issued that day. You may send us a separate issue file for each account, or you may send us an aggregate issue file for all of the accounts that are included in your setup for the PPY service. Once we have received your issue file, we will compare the information in that

issue file with the information in our systems with respect to checks (A) that have been presented to us through normal check clearing channels for payment against the relevant account and that we have posted to the relevant account, and (B) for which we have provisionally settled. You authorize us to finally pay and charge against the relevant account, each check that matches the information in your issue file. We will notify you of each presented check that is not included in the issue file that we received from you or that reflects information that does not match the information in the issue file we received from you. The checks that are not listed or for which the information does not match are referred to as "mismatched checks." You must instruct us to pay or return each mismatched check by the payment decision deadline set forth in the PPY reference materials. Your instructions must contain all of the information with respect to each mismatched check set forth in the PPY reference materials. You may elect one of two ways for us to deal with mismatched items if you fail to give us a pay or return decision by the payment decision deadline. Under the "return default" option, you authorize us to return unpaid each mismatched check unless we receive an instruction from you to pay it before the payment decision deadline. Even if you select a return default option, we may post, finally pay and charge against the relevant account a mismatched check you haven't decisioned (A) as otherwise provided below, for mismatched checks presented over the counter in one of our branches and (B) mismatched checks that we believe in good faith result solely from encoding errors. Under the "pay default" option, you authorize us to finally pay each mismatched check and charge it against the relevant

account unless we receive an instruction from you to return it before the payment decision deadline. Your election of these options is reflected in your PPY service profiles as they are in effect at the relevant time. We may give you the option of not providing information in your issue file on one or more check attributes (such as the payee name) that the PPY service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, if you make the business decision of not providing information in your issue file with respect to all available check attributes, you agree that, in addition to the other limits on our liability provided by the master agreement, the general terms and conditions or these PPY terms and conditions, we will not be liable for paying any check that is fraudulent with respect to the attributes for which you failed to provide us information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the PPY service in processing that check.

(ii) Teller Access Service. As part of the PPY service, we can also make your issue files available to our branches to assist our tellers in cashing checks. This is referred to as "teller access." If a check presented for payment over the counter in one of our branches against an account that uses teller access (A) is presented before we have received and processed an issue file for such check or (B) is a mismatched check, we will attempt to obtain approval for payment of the mismatched check by calling one of the people you have designated as a "telephone representative" for the relevant account as reflected in your PPY service profiles as they are in effect at the relevant time. We will make one attempt to all each telephone representative for the relevant account until we have reached one of them. Each telephone representative is authorized to instruct us to pay or return any mismatched check. If the telephone representative we contact instructs us to pay the check, then you authorize us to finally pay the check and charge it against the relevant account. If we are unable to contact a telephone representative, or the telephone representative we contact does not instruct us to pay the mismatched check, then you authorize us to return the check unpaid to the person presenting it to us. Our documentation showing that we contacted or attempted to contact your telephone representatives will be conclusive evidence that we took the reflected action. Fraud involving checks presented to tellers for cashing is a common form of check fraud. Using our teller access service is a good way to defend against that form of fraud and we strongly encourage you to take advantage of it. However, use of the teller access service is not mandatory and you may make a business decision to opt out of its use. Of course, opting out of the service increases the risk that a fraudulent check may be cashed over the counter in one of our branches. As a result, if you make the business decision to not name at least one telephone representative for each account for which you have elected the PPY service, (A) this will be reflected on your PPY service profiles as they are in effect at the relevant time, (B) you will be deemed to have opted out of the teller access service for that account and (C) you agree that we will not have any liability for paying any check presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures.

(b) Reverse Positive Pay or "RPPY" Service Option. With the RPPY service, we will provide you with information on all checks (i) that have been presented to us through normal check clearing channels for payment against the relevant account, (ii) that we have posted to the relevant account, and (iii) for which we have provisionally settled. You must compare that information with your own information on checks that you have issued from the relevant account. If you determine that a check included in the information we provide should be returned, you must notify us by the payment decision deadline set forth in the RPPY reference materials. If we do not receive a notice from you to return a check by the payment decision deadline, you authorize us to finally pay and charge that check against the relevant account. If you select the RPPY service option, then teller access is not available. As a result, you agree that if you select the RPPY service for an account we will not have any liability for paying any check that is presented over the counter in one of our branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or not validly issued, so long as we otherwise process that check in accordance with our standard check cashing procedures. Similarly, if you select the RPPY service option, we may not provide you information for all check attributes (such as the payee name) that the PPY service is capable of matching. Of course, not matching all available check attributes increases the risk that a fraudulent check will not be detected as a mismatched check. As a result, you agree that, in addition to the other limits on our liability provided in the master agreement, the general terms and conditions or these RPPY terms and conditions, if you select the RPPY service for an account, then we will not be liable for paying any check that is fraudulent with respect to the attributes for which we do not provide you information, so long as we otherwise satisfied our duty of care with respect to the other aspects of the RPPY service in processing that check.

3. Transmission of Information. We will transmit information regarding mismatches (for the PPY service) and information regarding checks that have posted to your account (for the RPPY service) to you by using certain of our online services. You must transmit your issue files (if you select the PPY service) and your pay or return decisions (for both the PPY and RPPY services) to us by using certain of our online services. Your issue files and pay or return decisions must be in a format we have approved. If the relevant online service is not available, then we will transmit the relevant information to you by facsimile at the facsimile number listed for the relevant authorized representative in your PPY or RPPY service profiles as they are in effect at the relevant time and you must transmit your issue files and/or your pay or return decision to us by facsimile at the facsimile number we specify.

4. Limits on Our Liability. You acknowledge that we will rely completely on information and instructions you give us in providing the PPY and RPPY services to you and that we are not required to inspect any attribute of a check (other than those included in the relevant issue file) that is processed through the PPY or RPPY service. As a result, you agree that in addition to any limitations on our liability under the agreement, we will not have any liability for (a) following instructions we receive from any person we believe in good faith is one of your authorized representatives or telephone representatives or (b) paying or returning any check in accordance with these PPY and RPPY terms and conditions, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered

or otherwise fraudulent with respect to an attribute that the PPY or RPPY service is designed to match. Moreover, you acknowledge that the PPY service is not a substitute for our stop payment service and you agree not to report an item as "void" if you have released the item.

5. Suspension of Service. You agree that you will be in material breach of these PPY and RPPY terms and conditions if you repeatedly

fail to meet any of the deadlines described in the PPY reference materials or have an excessive number of checks not reported on your issue file for the PPY service or for which the information is not consistent with our information on checks that have been presented against the relevant account. In addition to any other rights we may have under this the agreement or applicable law, we may immediately suspend your use of the PPY or RPPY services.

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## Pre-Encoded Deposit Service

1. Description of the Service. The SunTrust pre-encoded deposit or "PED" service allows you to facilitate the processing of your check deposits by encoding certain information in the MICR line of each check prior to making the deposit with us. You may use the PED service with respect to the accounts that are identified in your PED service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup for the PED service. Details regarding PED's functionality and certain formatting and other technical requirements that you must follow when using the PED service are provided in the PED reference materials as we update them from time to time.

### 2. Your Obligations in Making Deposits.

(a) You must encode, endorse and otherwise process all checks in accordance with the requirements set forth in the PED reference materials and place them in a sealed, disposable deposit bag(s) or similarly designed tamper-proof bag(s) (each such bag is referred to in these PED terms and conditions a "sealed deposit") that is clearly marked with your name or identification number. Before you begin using the PED service, you must designate (in a form acceptable to us) the type of bag that you will use. You may not switch to another type of bag without giving us at least 10 days' prior written notice. Each sealed deposit must be prepared in accordance with the requirements set forth in the PED reference materials. A deposit ticket listing your name, deposit account number and the amount of checks must be included in each sealed deposit.

(b) You must cause sealed deposits to be delivered to the appropriate deposit location(s) that we separately disclose to you from time to time. Delivery may be by mail, by your designated employees or by a courier. Before you begin using the PED service, you must designate (in a form acceptable to us) the delivery method you will use. You may not switch to another delivery method without giving us at least 10 days' prior written notice.

(c) We may reject, impose a special fee on and/or delay processing of any deposit if (i) the deposit ticket does not match the amount of the deposit, (ii) the deposit was not prepared in accordance with the requirements set forth in the PED reference materials, (iii) the deposit is delivered to the wrong deposit location, (iv) the deposit is delivered by a method other than the one you have designated, or (v) any deposit bag appears to be unsealed or to have been tampered with.

(d) In the event that we accept delivery of an unsealed deposit bag or a deposit bag that appears to have been tampered with (each such bag is referred to in these PED terms and conditions as an

"unsealed deposit"), we will give you notice on the day we receive it. Unless you have previously given us instructions on how to process unsealed deposits, we will not process or take any action regarding an unsealed deposit until you give us an instruction (in a form acceptable to us) regarding its disposition.

(e) If you are a financial institution, you act as the bank of first deposit (BOFD) on all items you deposit with us. This will require you to place a BOFD endorsement on each physical item deposited with us. This endorsement must be in compliance with Regulation CC regarding content and placement. As the BOFD, you are expected to be the primary agent for resolution of all research items. As the BOFD, your organization has total access to the clearing cycle of each item deposited with us. As your clearing agent, we do not have access to all of the returns information and as such we are less able to resolve all research items. You may re-deposit indemnified copies of previously missing items with us at any time through any depository channel.

3. Risk of Delivery. You are solely responsible for selecting the method that you will use to deliver deposits to us, including all risks relating to or arising out of that delivery method. We have no responsibility or liability for a deposit until we accept possession of it at the appropriate deposit location (as evidenced by the signature of one of our authorized representatives on the courier's manifest or our issuance of a receipt acknowledging receipt of the deposit). If you elect to use an employee or a courier to deliver deposits to us, that employee or courier must meet the requirements set forth in the PED reference materials and otherwise be acceptable to us, in our sole discretion. If we determine that your employee or courier does not meet those requirements or is otherwise not acceptable to us in our sole discretion, we may terminate your ability to use the PED service by giving you 10 days' notice, unless you have switched to another permitted delivery method or selected a new employee or courier that is acceptable to us within that 10-day period.

### 4. Our Obligations in Processing Deposits.

(a) We will open each sealed deposit, verify the contents against the deposit ticket and deposit the checks to the relevant account. We will process deposits within 24 hours of delivery to the appropriate deposit location. If there is any discrepancy between the total amount of the deposit reflected by you on the deposit ticket and the amount of the deposit reflected by our count, our count will control. A deposit adjustment notice will be sent to you on the day that the discrepancy is discovered.

(b) The relationship of debtor and creditor will not exist between you and us until we deposit the checks to your account.

5. Cash and Other Property. The PED service is only designed to work with checks. As a result, you agree that we have no liability for coins, currency or other property placed in deposit bags. If we discover coins or currency in a deposit bag, we will process it for deposit to the relevant account and credit that account with the amount of coins or currency reflected by our count (which will control in the event of a dispute). We will return any other property we discover in a deposit bag to you.

6. Reconstruction. You agree to maintain an image of, or MICR line information for, each check contained in a deposit to aid in

reconstruction of the deposit if it is lost in transit or otherwise. If you fail to do so, we will have no liability if the deposit cannot be reconstructed.

7. Your Indemnity Obligations. In addition to any other obligation you have to indemnify us, you agree to defend, indemnify, protect and hold us harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to any encoding error on a pre-encoded check you deposit with us.

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## Scannable Lockbox Service

1. Description of the SLB Service. The SunTrust Scannable Lockbox or "SLB" service is designed to facilitate the receipt and processing of your accounts receivable remittances. Details regarding SLB's functionality and certain formatting and other technical requirements that you must follow when using the SLB service are provided in the SLB reference materials as we update them from time to time.

2. Implementation of the SLB Service. Once we have included the account(s) identified in your SLB service profiles as they are in effect at the relevant time in our implementation of your setup for the SLB service, we will send you a copy of your initial lockbox operating instructions for a particular lockbox number and will update those instructions from time to time based on information you give us. To the extent you elect to have us process items that are not accompanied by coupons through our wholesale lockbox system, we will also give you a copy of the instructions for that system. Once we send you a copy of the initial instructions, we will begin providing the SLB service for you with respect to the account(s) described in those instructions.

3. Request for Image Services. The Image services enable you to view images of checks and remittance payment information that are received through your lockbox. You can access these images and transaction information through Image Browser, Image CD ROM and/or Image Transmission file. Details regarding these services, their functionality and certain requirements that you must follow when using the Image services are provided in the Image reference materials as they are updated from time to time. We will provide you one or more of the following image service(s) for each lockbox as reflected in your SLB service profiles as they are in effect at the relevant time:

(a) Image Browser - internet-based access to your lockbox images and data with flexible viewing parameters and search capability for check and document information using a specific date or several search criteria, administrative management over users and their access privileges, Web-accessible historical data, exportable transaction information, check and document images that can be emailed directly from this Image service and annotation tools that can be used to create notes or highlight information on check or document images that can be saved for future reference. Batch Download, Full Text Search and

Remitter Keying capabilities are also available as additional service selections. You must designate (in a form that is acceptable to us) a security administrator responsible for setting up and maintaining your users' access to the Image Browser service. We will assign a unique user-specific user ID and password to this designated security administrator and enable access to Image Browser service for the lockbox accounts which have been set up for you. This person has all of the rights and responsibilities described in the general terms and conditions. If you implement image archival services as part of your Image Browser service and your Image Browser service is later terminated, you authorize us to create a CD ROM of your archived data and mail it to you.

(b) Image CD ROM - after delivery by mail, you have access to your lockbox images along with index fields of information for long term archival purposes. CD ROM of lockbox images can be downloaded onto your computer. You must designate (in a form that is acceptable to us) a security administrator responsible for using the software needed to access the CD ROM of your lockbox images. The CD ROM will be encrypted to protect your data during transit in the mail. We will provide (by e-mail) a unique PIN number that your security administrator will use to de-encrypt and access the CD ROM. This person has all of the rights and responsibilities described in the general terms and conditions.

(c) Image Transmission file - customized access to your lockbox images along with index fields of information that can be downloaded directly into your Accounts Receivable systems. Image Transmission files are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate (in a form that is acceptable to us) a technical contact responsible for receiving or retrieving your Image Transmission files. You will retrieve your Image Transmission files by accessing a FTP site and by using the unique user ID and password assigned to your company. If you elect for us to "push" your Image Transmission files to you, you can provide us the information needed to access your computer system to deliver the files. We will send the URL address and the user ID and password to the person you designate as your contact. This person has all of the rights and responsibilities described in the general terms and conditions.

You agree that the security procedures for each of the Image services you select are commercially reasonable.



4. Processing of Deposits. We will establish one or more post office boxes or "lockboxes" in your name as described in your SLB service profiles as they are in effect at the relevant time. On each banking day after a lockbox has been established, we will process the checks, drafts and money orders (all of which are referred to as "items") received in a lockbox in accordance with the instructions in effect at the relevant time and send you deposit advices for those items.

(a) Automated Processing System. We process items through the use of automated systems. You must design your remittance documents (which are referred to as "coupons") to include supporting documentation containing the information required for us to identify and validate items for automated processing. We will test the performance of your coupons and will only begin providing the SLB service to you only upon the satisfactory completion of the test.

(b) Items With Coupons. We will process items that are accompanied by coupons automatically for deposit into the relevant account. We will not inspect these items for payee name, drawer signature, date, or for items and/or accompanying correspondence containing "payment in full" or other similar payment dispute language. We will not be liable for processing or depositing items without inspecting them for issues relating to any of these attributes.

(c) Items Without Coupons. Items that are not accompanied by coupons will be returned to you or processed manually as directed in the instructions. If we process items, we will use good faith efforts to inspect them as follows: (i) an item containing a payee name that does not reasonably correspond with your acceptable payee list (if you have given us one) will be handled in accordance with the instructions in effect at the relevant time; and (ii) if an item contains inconsistent written and numeric amounts, the item will be deposited for the written amount unless the instructions that are in effect at the relevant time direct otherwise. You agree that we do not fail to exercise good faith efforts to inspect an item solely because we process it in a manner inconsistent with this paragraph. We will not inspect (i) any processed item for the drawer's signature or date or (ii) unless otherwise agreed in writing and in exchange for the payment of a separate per item fee, any processed item and/or accompanying correspondence for "payment in full" or other similar payment dispute language. We will not be liable for any loss resulting from processing any such items, including any items we may inspect for "payment in full" or similar payment dispute language under a separate written agreement. As a part of processing an item, we will enter data regarding certain aspects of an item (such as the drawer's name and the account invoice number shown on the item) into the data file you will receive. You agree that we will not be liable for good faith errors in any of that data.

(d) Endorsement. We will endorse items for deposit with our standard lockbox endorsement and deposit them to the relevant account. We will not be liable for any loss relating to our failure to endorse an item properly.

(e) Stop File. You may give us a file of items that you do not want us to process. Your file must be in the format and contain the information that we separately disclose to you from time to time with respect to each item that you do not want us to process and we must receive it a reasonable period of time before the items in question are

received in a lockbox. We will use good faith efforts to stop processing items described in your file and return them to you, but we will not have any liability if we process any such item.

(f) Forwarding Items. If you receive an item that should have been delivered to a lockbox, you may forward it to our lockbox department. We will process all such items (whether accompanied by a coupon or not) automatically and without inspecting them. If you have more than one lockbox, you must designate the lockbox through which we should process the item.

(g) Cash and Other Property. We will deposit any cash received in a lockbox into the relevant account. Any property other than items, cash and related remittance materials received in a lockbox will be sent to you. You agree that we have no liability for any cash or other property received in a lockbox.

(h) Data Files. On each banking day, we will make a data file regarding the items processed in each lockbox that day available to you through one of our online services. The data file will be in the format and will contain the information described in the SLB reference materials and the instructions in effect at the relevant time. We will make this information available on each banking day by the reporting time(s) disclosed in the SLB reference materials and the instructions in effect at the relevant time.

5. Remittance Materials. We will destroy the coupons within five business days after we receive them. We will only return correspondence and other materials ("original remittance materials") received in a lockbox to you if the instructions in effect at the relevant time direct us to return those materials. We will destroy the original remittance materials within five business days after we receive them. Once we destroy the original remittance materials, the images of them that we may capture during their processing will be the only source of information about their contents. You agree that we will have no liability for any missed image or if any image we capture is not legible.

6. Affiliate Deposits. If you have not given us an acceptable payee list, you represent and warrant to us that you have the authority to have each item received in a lockbox endorsed and deposited into your account(s), even if the payee name on an item is not your name as shown in our records. In addition, if you have given us an acceptable payee list, you represent and warrant to us that if any name on that list that is a separate legal entity (rather than merely a "d/b/a" or trade name that you use), you have authority from that entity to have items payable to it endorsed and deposited into your account(s). You agree to provide us with satisfactory evidence of that authority upon request.

7. Return Items. Unless otherwise stated in the instructions, we will handle dishonored or returned items in accordance with our rules and regulations for deposit accounts in effect at the relevant time.

8. Termination. If these SLB terms and conditions or the agreement is terminated, we will complete the processing of items we received prior to the termination date. For a period of 90 days after the termination date, we will forward all lockbox remittances to you or as you may otherwise direct (in a form acceptable to us). After that time, we will stamp all remittances "refused" and return them to the sender.

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## Tax Payment Service

1. Description of the TTAXplus Service. The SunTrust Electronic Tax Payment or "TTAXplus®" service allows you to initiate federal and state electronic tax payment entries through the automated clearing house ("ACH"), which is a funds transfer system for sending and settling electronic entries among participating financial institutions. Details regarding functionality and certain requirements that you must follow when using the service are provided in the TTAXplus reference materials, which are made a part of this agreement, as they are updated from time to time.

2. Functioning of the TTAXplus Service. Under the TTAXplus service, we act as the originating depository financial institution or "ODFI" with respect to tax payment entries that you send us or that are sent to us on your behalf for the Federal Tax ID Numbers that you have identified (in a form acceptable to us) and we have included in our implementation of your setup for the TTAXplus service. Those tax payments entries will be settled to the account that is identified in your TTAXplus service profile as it is in effect at the relevant time. You may use the TTAXplus service to send us state tax payment entries with respect to any state tax authority supported by the service after you have complied with our service requirements and the state enrollment process. You will be the "originator" for each of those entries (as that term is defined in) and your use of the TTAXplus service is subject to and you are bound by the National Automated Clearing House Association Rules and Operating Guidelines as in effect at the relevant time.

3. Your Warranties. You represent and warrant to us that (i) you will complete and return to us IRS Form 8655-Reporting Agent Authorization and (ii) you will comply with all equivalent state tax payment requirements. You agree to immediately notify us if any representation or warranty you make to us is no longer true.

4. Origination and Processing of Entries. You must send all tax payment entries to us by using the procedures set forth in the TTAXplus

reference materials. You will fund all tax payments at least two business days prior to the date established for us to process and settle your tax payment entries and we may not process tax payment entries if timely funding has not occurred. Failure to provide timely funding may be deemed a material violation of this agreement. If we receive your tax payment entries after the delivery deadline set forth in the TTAXplus reference materials, we will treat them as if we received them on our next business day. We will format, process and settle to the account identified in your TTAXplus service profile as it is in effect at the relevant time, all tax payment entries that we receive from you in accordance with the ACH Rules, this agreement and the TTAXplus reference materials.

5. Security Procedures. The following security procedures apply to all tax payment entries:

(a) Access Code. We will give you an authorization code that the TTAXplus system may refer to as an access code. You must use the access code (or your Tax Payment Identification Number) to send us a tax payment entry for any Federal Tax ID Number that we have included in your setup for the service.

(b) Password/PIN. We will give you another authorization code that the TTAXplus system may refer to as a password or PIN. Each password/PIN is uniquely linked to a particular Federal Tax ID Number and for each Federal Tax ID Number you must use the appropriate password/PIN for each particular tax payment entry you want to send us.

The authorization codes are not user-specific. This means that all of your authorized users must use the same set of authorization codes to initiate a tax payment entry for a particular Federal Tax ID Number. We will send all of the authorization codes to the person identified as your "contact" in your TTAXplus service profile as it is in effect at the relevant time. Your contact is then responsible for distributing the authorization codes to your users. You agree that these security procedures are commercially reasonable.

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## Universal Payment Identification Code Service

1. Description of the UPIC Service. The SunTrust Universal Payment Identification Code or "UPIC" service provides a unique number assigned to one of your SunTrust demand deposit accounts, which you can provide to your trading partners who make payments to you through ACH. Your use of the UPIC service allows you to mask your banking relationship and account number to reduce the risk of fraudulent use of your account. Details regarding UPIC's functionality and certain formatting and other technical requirements that you must follow when using the UPIC service are provided in the UPIC reference materials as we update them from time to time.

2. Roles under the UPIC Service. We will assign a separate UPIC number to each of your eligible accounts that is identified in your UPIC service profiles as they are in effect at the relevant time. Under SLWSD 0698001 ST TM T&C jbn final ver (06\_07\_10)

the UPIC Service, we act as the receiving depository financial institution or "RDFI" with respect to UPIC entries that are sent to us on your behalf. As a Receiver, you agree to comply with the National Automated Clearing House Association "NACHA" Rules and to comply with any UPIC rules and procedures as adopted by The Clearing House Payments Company L.L.C.

3. Eligible Accounts. The UPIC service may only be used for a demand deposit account or other transaction account of a corporation, partnership, limited liability company, or unincorporated association; the United States or an agency of the United States; a state or local government or an agency of a state or local government; or one or more individuals when the account is used primarily for business purposes.

An account of one or more individuals used primarily for personal or household purposes may not be used with the UPIC Service.

4. Use of UPIC Number. The UPIC number is only to be used for incoming electronic ACH credits. You may provide the UPIC number

and the related universal routing number to your business trading partners that wish to originate ACH credit entries to you. You represent that you have not and will not authorize any person or entity to originate any debit entries using the assigned UPIC number. We may terminate your use of the UPIC service at any time.

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## Wholesale Lockbox Service

1. Description of the WLB Service. The SunTrust Wholesale Lockbox or "WLB" service is designed to facilitate the receipt and processing of your accounts receivable remittances. Details regarding WLB's functionality and certain formatting and other technical requirements that you must follow when using the WLB service are provided in the WLB reference materials as we update them from time to time.

2. Implementation of the WLB Service. Once we have included the account(s) identified in your WLB service profiles as they are in effect at the relevant time in our implementation of your setup for the WLB service, we will send you a copy of your initial lockbox operating instructions for a particular lockbox number and will update those instructions from time to time based on information you give us. Once we send you a copy of the initial instructions, we will begin providing the WLB service for you with respect to the account(s) described in those instructions.

3. Request for Image Services. The Image services enable you to view images of checks and remittance payment information that are received through your lockbox. You can access these images and transaction information through Image Browser, Image CD ROM and/or Image Transmission file. Details regarding these services, their functionality and certain requirements that you must follow when using the Image services are provided in the Image reference materials as they are updated from time to time. We will provide you one or more of the following image service(s) as reflected in your WLB service profiles as they are in effect at the relevant time:

(a) Image Browser - internet-based access to your lockbox images and data with flexible viewing parameters and search capability for check and document information using a specific date or several search criteria, administrative management over users and their access privileges, Web-accessible historical data, exportable transaction information, check and document images that can be emailed directly from this Image service and annotation tools that can be used to create notes or highlight information on check or document images that can be saved for future reference. Batch Download, Full Text Search and Remitter Keying capabilities are also available as additional service selections. You must designate (in a form that is acceptable to us) a security administrator responsible for setting up and maintaining your users' access to the Image Browser service. We will assign a unique user-specific user ID and password to this designated security administrator and enable access to Image Browser service for the lockbox accounts which have been set up for you. This person has all of the rights and duties described in the general terms and conditions. If you implement image archival services as part of your Image Browser service

and your Image Browser service is later terminated, you authorize us to create a CD ROM of your archived data and mail it to you.

(b) Image CD ROM - after delivery by mail, you have access to your lockbox images along with index fields of information for long term archival purposes. CD ROM of lockbox images can be downloaded onto your computer. You must designate (in a form that is acceptable to us) a security administrator responsible for using the software needed to access the CD ROM of your lockbox images. The CD ROM will be encrypted to protect your data during transit in the mail. We will provide (by e-mail) a unique PIN number that your security administrator will use to de-encrypt and access the CD ROM. This person has all of the rights and responsibilities described in the general terms and conditions.

(c) Image Transmission file - customized access to your lockbox images along with index fields of information that can be downloaded directly into your Accounts Receivable systems. Image Transmission files are encrypted and are transmitted using File Transfer Protocol (FTP). You must designate (in a form that is acceptable to us) a technical contact responsible for receiving or retrieving your Image Transmission files. You will retrieve your Image Transmission files by accessing a FTP site and by using the unique user ID and password assigned to your company. If you elect for us to "push" your Image Transmission files to you, you can provide us the information needed to access your computer system to deliver the files. We will send the URL address and the user ID and password to the person you designate as your contact. This person has all of the rights and duties described in the general terms and conditions.

You agree that the security procedures for each of the Image services you select are commercially reasonable.

4. Processing of Deposits. We will establish one or more post office boxes or "lockboxes" in your name as described in your WLB service profiles as they are in effect at the relevant time. On each banking day after a lockbox has been established, we will process the checks, drafts and money orders (all of which are referred to as "items") received in a lockbox in accordance with the instructions in effect at the relevant time and send you deposit advices for those items.

(a) Endorsement. We will endorse items for deposit with our standard lockbox endorsement and deposit them to the relevant account. We will not be liable for any failure to endorse an item properly.

(b) Forwarding Items. If you receive an item that should have been delivered to a lockbox, you may forward it to our lockbox department. If you have more than one lockbox, you must designate the lockbox through which we should process the item.

(c) Inspection of Items. We will use good faith efforts to inspect items as follows: (i) an item containing a payee name that does not reasonably correspond with your acceptable payee list (if you have given us one) will be handled in accordance with the instructions in effect at the relevant time; and (ii) if an item contains inconsistent written and numeric amounts, then: (A) if the item is accompanied by an invoice and one of the amounts is consistent with the invoice amount, the item will be deposited for the invoice amount or (B) if (1) the item is accompanied by an invoice and neither of the amounts is consistent with the invoice amount or (2) the item is not accompanied by an invoice, the item will be deposited for the written amount unless the instructions that are in effect at the relevant time direct otherwise. You agree that we do not fail to exercise good faith efforts to inspect an item solely because we process it in a manner inconsistent with this paragraph.

(d) Signature, Date or Disputed Items. We will not inspect (i) any item for the drawer's signature or date or (ii) unless otherwise agreed in writing and in exchange for the payment of a separate per item fee, any item and/or accompanying correspondence for "payment in full" or other similar payment dispute language. We will not be liable for any loss resulting from processing any such items, including any items we may inspect for "payment in full" or similar payment dispute language under a separate written agreement.

(e) Cash and Other Property. We will deposit any cash received in a lockbox into the relevant account. Any property other than items, cash and related remittance materials received in a lockbox will be sent to you. You agree that we have no liability for any cash or other property received in a lockbox.

5. Remittance Materials. We will only return to you the original remittance materials (such as invoices, payment coupons,

correspondence and the like) received in a lockbox if the instructions in effect at the relevant time direct us to return those materials. We will destroy the original remittance materials within 10 days after we receive them. Once we destroy the original remittance materials, the images of them that we may capture during their processing will be the only source of information about their contents. You agree that we will have no liability for any missing image or if any image we capture is not legible.

6. Affiliate Deposits. If you have not given us an acceptable payee list, you represent and warrant to us that you have the authority to have each item received in a lockbox endorsed and deposited into your account(s), even if the payee name on an item is not your name as shown in our records. In addition, if you have given us an acceptable payee list, you represent and warrant to us that if any name on that list that is a separate legal entity (rather than merely a "d/b/a" or trade name that you use), you have authority from that entity to have items payable to it endorsed and deposited into your account(s). You agree to provide us with satisfactory evidence of that authority upon request.

7. Return Items. Unless otherwise stated in the instructions, we will handle dishonored or returned items in accordance with our rules and regulations for deposit accounts in effect at the relevant time.

8. Termination. If your use of the WLB service or the agreement is terminated, we will complete the processing of items we received prior to the termination date. For a period of 90 days after the termination date, we will forward all lockbox remittances to you or as you may otherwise direct (in a form acceptable to us). After that time, we will stamp all remittances "refused" and return them to the sender.

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## Zero Balance Account Service

1. Description of the ZBA Service. The SunTrust Zero Balance Account or "ZBA" service allows you to manage your cash flow by aggregating debit and credit entries from one or more zero balance or "subsidiary" accounts to a master account on a daily basis.

2. Daily Posting and Funding. You may use the ZBA service with respect to the subsidiary accounts, master accounts any supermaster accounts (if any) reflected in your ZBA service profiles as they are in effect at the relevant time and that we have included in our implementation of your setup of the ZBA service. At the end of each banking day, we will transfer all debit and credit entries that were posted to a subsidiary account that banking day to the master account for that subsidiary account as identified in your ZBA service profiles as they are in effect at the relevant time, so that each subsidiary account has a zero ledger balance (or the target ledger balance, if any, indicated for that subsidiary account in your ZBA service profiles as they are in effect at the relevant time) at the end of each banking day. We will do this by posting to the relevant master account a single debit entry equal to the total amount of all checks, drafts, withdrawals and other debits (if any) in each subsidiary account, and a single credit entry equal to the total amount of all deposits, transfers and other credits (if any) in each

subsidiary account or, at your option, we will post to the relevant master account a single entry equal to the net debit or credit activity in each subsidiary account. When we post these entries to a master account, we will also post offsetting entries to the relevant subsidiary account. You agree to maintain sufficient available balances at all times in each master account identified in your ZBA service profiles as they are in effect at the relevant time to cover any debit activity (and any target ledger balances) of all subsidiary accounts funded by that master account as well as any debits presented directly against that master account. We are not obligated to pay checks, drafts, withdrawal requests or other debits presented against a master account or a subsidiary account unless there are sufficient available funds on deposit in the applicable master account. You agree that we may fund subsidiary account activity from the applicable master account identified in your ZBA service profiles as they are in effect at the relevant time whether or not the ownership and/or authorized signers of the subsidiary account are the same as those for the master account.

3. Super Master Accounts. If you have identified one or more super master accounts in your ZBA service profiles as they are in effect at the relevant time, any master account funded by the super master



account will be treated as a subsidiary account of that super master account.

4. Duration and Changing of Options. Once you have confirmed a service profile for this service and we have included the information from it in our implementation of your setup for the ZBA service, we will post the total of all debits and the total of all credits (or, at your option, the net amount of all debits and credits) from each subsidiary account to the relevant master account in accordance with the selections reflected in that service profile for this service until (a) your use of the ZBA

service or the agreement is terminated or (b) you confirm a ZBA service profile that adds, deletes or modifies your previous selections and we have had a reasonable time to act on it before we receive the relevant debits or credits.

5. Termination of Service. We may terminate the ZBA service immediately by giving you notice of the termination. You may terminate the ZBA service by giving us notice of the termination, provided that any termination by you will not be effective until we have had a reasonable time to act on your notice.

Signature. This agreement has been signed and delivered on your behalf by the person whose name is printed below. That person represents and warrants to us that he or she is your authorized representative and that you have taken all action required by your organizational documents to authorize him or her to sign and deliver this agreement (and that he or she is authorized to sign any other documents we may require with respect to the services) on your behalf.

A duplicate or copy of this signed agreement delivered by you through facsimile or email attachment shall be as effective and enforceable as an original manually signed agreement. A digital, electronic or photo static image of this signed document maintained in the SunTrust record retention system shall be as effective and enforceable as an original manually signed agreement.

IN WITNESS WHEREOF, the Client has executed this Agreement as of the date noted below.

Client Name: \_\_\_\_\_  
Authorized Signer: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# St. Lucie West Services District

## Board Agenda Item

Tuesday, June 15, 2010

### Item

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#### DM 2 Other Items/Updates

#### Summary

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The District has changed phone companies from AT&T to Windstream Communications in order to upgrade our current system. The change includes the capabilities for the new building and the speed we currently need for internet access and VPN connections.

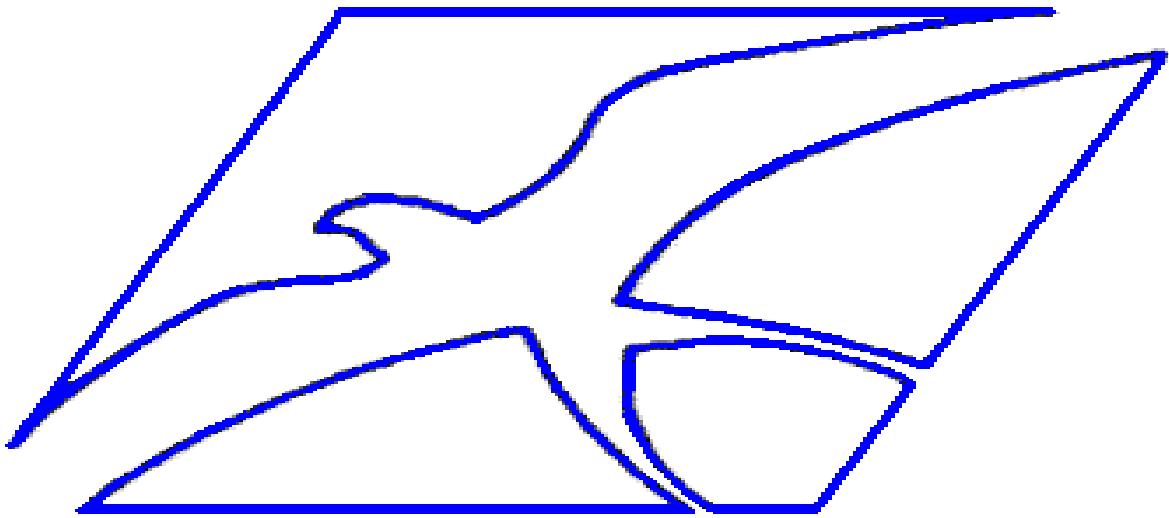
The cost from AT&T was approximately \$1,200.00 a month for a T1 system with 1 mb and to upgrade AT&T wanted \$1,600.00 a month.

Windstream communications is \$849.99 a month including an upgraded T1 with 3 mb and additional direct phone lines.

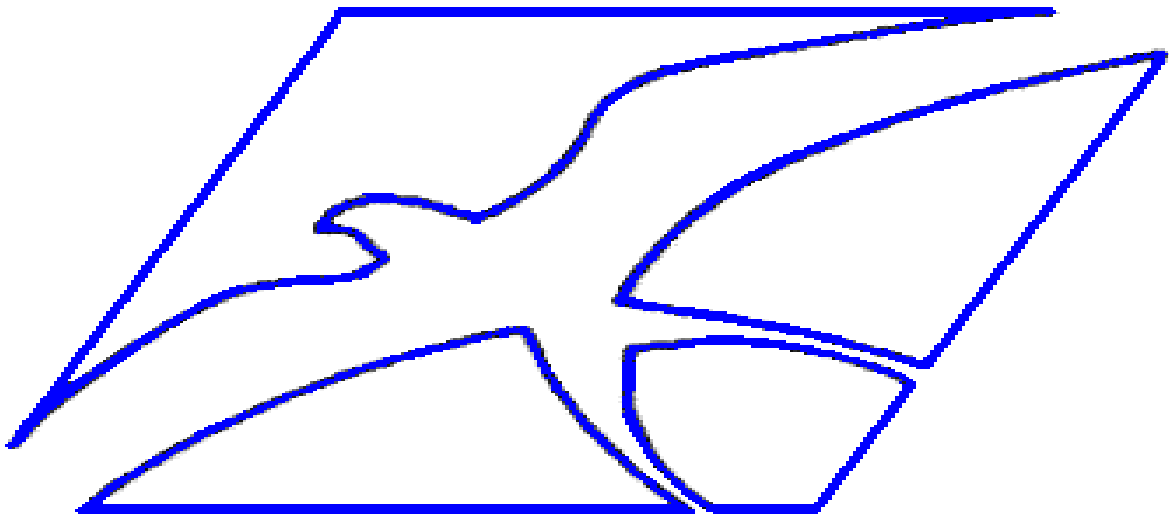
The following are direct phone numbers to reach Management and the Water Treatment Plant and Wastewater Treatment Plant:

- Dennis Pickle (772)323-2788
- Bill Hayden (772)323-2785
- Maddie Maldonado (772)323-2784
- Water Treatment Plant (772)323-2786
- Wastewater Treatment Plant (772)323-2787

We continue to have the backdoor line (772) 340-0776 to allow you to reach other employees.



# **Supervisors' Requests**



# Adjournment