

First National Bank of Pennsylvania Signature Card Agreement

| | | | | | |
|---|--|--|--|--|--|
| <p>OWNERSHIP OF ACCOUNT - CONSUMER ("X" appropriate titling)</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Individual with Pay-on-Death Designation (OH Only)</p> <p><input type="checkbox"/> Joint with Rights of Survivorship and Pay-on-Death Designation (OH Only)</p> <p><input type="checkbox"/> Joint with Rights of Survivorship (Not as Tenants in Common)</p> <p><input type="checkbox"/> Joint-Husband and Wife (Tenancy by the Entireties)</p> <p><input type="checkbox"/> UTMA <input type="checkbox"/> Totten Trust (ITF)</p> <p><input type="checkbox"/> Tenants in Common (Joint without Rights of Survivorship)</p> <p><input type="checkbox"/> Trust-Separate Agreement Dated _____</p> | <p>PORTFOLIO NUMBER _____ ACCOUNT NUMBER: _____</p> <p>ACCOUNT HOLDER NAME(S) DAUPHIN COUNTY</p> <p>Accounts Affected</p> <table border="1" style="width: 100%; height: 40px;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table> <p>717-780-6300 PHONE 717-255-2684 FAX Reporting SSN/TIN 23-6003043 Mailing Address P O BOX 1295 HARRISBURG, PA 17108</p> | | | | |
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OWNERSHIP OF ACCOUNT - COMMERCIAL
("X" appropriate business type)

Sole Proprietorship Partnership

Corporation For Profit Not For Profit

Limited Liability Company Association

Account Type _____ Date Opened _____ Date Revised _____

Opened By _____ Revised By _____

MAINTENANCE COMPLETED:

Name (i.e. marriage) Adding/Deleting Owner/Signer

EIN/TAX Rep Address

Facsimile Signature(s) Allowed? Yes No

Number of Signatures Required for Withdrawals _____

TIN / BACKUP WITHHOLDING CERTIFICATION

Reporting SSN/ TIN 23-6003043

TAXPAYER NUMBER The reporting number shown above is my correct taxpayer identification number.

BACKUP WITHHOLDING I am not subject to backup withholding because I am exempt from backup withholding, or because I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of failure to report all interest or dividends, or because the Internal Revenue Service has notified me that I am no longer subject to backup withholding

SIGNATURE Under penalties of perjury, I certify that the above statements are true and that I am a U.S. person (including a U.S. Resident alien)

X *Michael J. Yohe*

SIGNATURES OF EACH ACCOUNT SIGNER The Authorized Individuals signing below agree, jointly and severally if multiple signers, to the terms set forth in the Deposit Account Agreement Disclosure, Funds Availability Disclosure, Schedule of Fees, Electronic Funds Transfer Disclosure, Truth in Savings Disclosure (if applicable), and our Privacy Policy (if applicable). Each of the Authorized Individual(s) signing also acknowledges that the Financial Institution provided at least one copy of these deposit account documents. The undersigned further authorize the Financial Institution to verify credit and employment history and/or have a credit reporting agency prepare a credit report on the undersigned, as individuals

Signature: *Michael J. Yohe* Name Michael J. Yohe SSN ██████████

Check if a facsimile signature

E-mail Address MYohe@DauphinC.org

Physical Address 2 South Second St., Harrisburg, PA

Mailing Address P.O. Box 1295, Harrisburg, PA 17108

Telephone Numbers (H) ██████████ (W) 717-780-6309 (C) ██████████

DOB ██████████ Identification: Dauphin county Budget Director

Occupation and Place of Employment Dauphin county Budget Director

Seasonal Address
 Multiple Mail Address
 Tax Reporting Name Signer Only

Signature: *Janis E. Creason* Name Janis E. Creason SSN ██████████

Check if a facsimile signature

E-mail Address JCreason@DauphinC.org

Physical Address Front + Market Sts., Harrisburg, PA

Mailing Address P.O. Box 1295, Harrisburg, PA 17108

Telephone Numbers (H) ██████████ (W) (717) 780-6559 (C) ██████████

DOB ██████████ Identification: license

Occupation and Place of Employment Dauphin County Treasurer

Seasonal Address
 Multiple Mail Address
 Tax Reporting Name Signer Only

Signature: *Jeff Haste* Name Jeff Haste SSN ██████████

Check if a facsimile signature

E-mail Address JHaste@DauphinC.org

Physical Address 2 South Second St., Harrisburg, PA

Mailing Address P.O. Box 1295, Harrisburg, PA 17108

Telephone Numbers (H) ██████████ (W) (717) 780-6300 (C) ██████████

DOB ██████████ Identification: ██████████

Occupation and Place of Employment Dauphin County Commissioner

Seasonal Address
 Multiple Mail Address
 Tax Reporting Name Signer Only

Signature: _____ Name _____ SSN _____

Check if a facsimile signature

Physical Address _____

Mailing Address _____

Telephone Numbers (H) _____ (W) _____ (C) _____

DOB _____ Identification _____

Occupation and Place of Employment _____

Seasonal Address
 Multiple Mail Address
 Tax Reporting Name Signer Only

| | | |
|--|----------------|------------|
| Signature: _____ | Name | SSN |
| Physical Address | | |
| Mailing Address | | |
| Telephone Numbers (H) | (W) | (C) |
| DOB | Identification | |
| Occupation and Place of Employment: | | |

| | | |
|--|----------------|------------|
| Signature: _____ | Name | SSN |
| Physical Address | | |
| Mailing Address | | |
| Telephone Numbers (H) | (W) | (C) |
| DOB | Identification | |
| Occupation and Place of Employment: | | |

| | | |
|--|----------------|------------|
| Signature: _____ | Name | SSN |
| Physical Address | | |
| Mailing Address | | |
| Telephone Numbers (H) | (W) | (C) |
| DOB | Identification | |
| Occupation and Place of Employment: | | |

| | | |
|--|----------------|------------|
| Signature: _____ | Name | SSN |
| Physical Address | | |
| Mailing Address | | |
| Telephone Numbers (H) | (W) | (C) |
| DOB | Identification | |
| Occupation and Place of Employment: | | |

| | | |
|--------------------------------|-------------|------------|
| Beneficiary Designation | Name | SSN |
| Physical Address | | |
| Mailing Address | | |
| Telephone Numbers (H) | (W) | (C) |

| | | |
|--------------------------------|-------------|------------|
| Beneficiary Designation | Name | SSN |
| Physical Address | | |
| Mailing Address | | |
| Telephone Numbers (H) | (W) | (C) |

CORPORATE AUTHORIZATION RESOLUTION

By

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, Chad Saylor, certify that I am Secretary (clerk) of the above named corporation organized under the laws of PENNSYLVANIA, Federal Employer ID Number 23-6003043, engaged in business under the trade name of DAUPHIN COUNTY, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on 01/13/2010 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below

| | Name and Title or Position | Signature | Facsimile Signature (if used) |
|---|---|--------------------------|-------------------------------|
| A | <u>Michael J. Yohe, Budget Director</u> | X <u>Michael Yohe</u> X | |
| B | <u>Janis E. Creason, Treasurer</u> | X <u>Janis Creason</u> X | |
| C | <u>Jeff Haste, Commissioner</u> | X <u>Jeff Haste</u> X | |
| D | _____ | X _____ X | |
| E | _____ | X _____ X | |
| F | _____ | X _____ X | |

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

| Indicate A, B, C, D, E, and/or F | Description of Power | Indicate number of signatures required |
|----------------------------------|---|--|
| <u>A, B, C</u> | (1) Exercise all of the powers listed in this resolution | <u>1</u> |
| _____ | (2) Open any deposit or share account(s) in the name of the Corporation | _____ |
| _____ | (3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution | _____ |
| _____ | (4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness | _____ |
| _____ | (5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment | _____ |
| _____ | (6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution | _____ |
| _____ | (7) Other _____ | _____ |

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____ If not completed, all resolutions remain in effect

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same (Apply seal below where appropriate)

If checked, the Corporation is a non-profit corporation

In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on January 13, 2010 (date)

Richard A. Marty _____ Chad Saylor
Attest by One Other Officer Secretary

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board of Directors of the Corporation and certified to the Financial Institution as governing the operation of this corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
- (5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Pennsylvania. The designation of an Agent does not create a power of attorney, therefore, Agents are not subject to the provisions of 20 Pa C S A Section 5601 et seq (Chapter 56, Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa C S A Section 5601 et seq (Chapter 56, Decedents, Estates and Fiduciaries Code)

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) This resolution is superseded by resolution dated _____

Comments

**FIRST NATIONAL BANK
BUSINESS RESOLUTION OF AUTHORITY**

Company Name DAUPHIN COUNTY
Date

The Business is a Corporation Association Partnership Limited Liability Partnership Limited Liability Company
Non-profit Corporation/Government Entity Sole Proprietorship State of incorporation or registration

RESOLVED, that First National Bank "Bank" be and is hereby appointed and designated as a depository for the funds of this Business and for any other financial services or financial accommodations Bank may provide to Business from time to time. The funds of the Business are subject to rules and regulations of the Bank and may be deposited by the Authorized Signer(s) set forth herein which are authorized to open an account or accounts with the Bank or any other financial services or financial accommodations Bank may offer Business on such terms and conditions as the Authorized Signer(s) may deem proper. The Business hereby agrees to the terms and conditions of any agreement for financial services or financial accommodations with Bank which may be subject to change from time to time. The Bank is hereby authorized and directed to pay, honor, and charge to any of the accounts of the Business, without inquiry to or responsibility for the application of the proceeds thereof, any and all such checks, drafts, notes, or other instruments and to receive the same for the credit of or in payment from the payee or any other holder when so signed, without being required to inquire as to the circumstances of their issue or the disposition of their proceeds, whether they are drawn to bearer or cash or to the individual order of, or they are tendered in payment of individual obligations of the Authorized Signer(s) named herein or other officers or employees of the Business or otherwise. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Business with the Bank prior to the adoption of this resolution are hereby ratified, approved and confirmed.

RESOLVED, that any and all funds of the Business in any such account or accounts may, from time to time, subject to the rules and regulations of the Bank, be withdrawn by check, draft, order, or other instrument when it is signed in the name of the Business by any of the Authorized Signer(s) set forth herein.

FURTHER RESOLVED, that upon the execution by the Authorized Signer(s) of any instrument authorized by this Resolution of Authority, such instrument shall be deemed to be executed by the Business whether or not the corporate seal of the Business is affixed thereto.

FURTHER RESOLVED, that Bank may rely upon alternative signatures and verification codes issued to or obtained from the Authorized Signer(s) named herein. The terms "alternative signatures" and "verification codes" includes, but is not limited to facsimile signature specimens on file with the Bank, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this Resolution of Authority (or that is filed separately by the Business with the Bank from time to time) the Bank is authorized to treat the facsimile signature as the signature of the Authorized Signer(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Business authorizes the Authorized Signer(s) to have custody of the Business' private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Bank shall have no responsibility or liability for unauthorized use of alternative signatures or verification codes. The Business acknowledges and agrees that the Bank may furnish at its discretion automated access devices to Authorized Signer(s) of the Business to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

FURTHER RESOLVED, that this Resolution of Authority, and the incumbency and authority of the Authorized Signer(s), are cumulative with any other resolutions currently in effect and shall remain in full force and effect until express written notice of its rescission or modification has been received and recorded by the Bank. Any and all prior resolutions adopted by the Business and certified to the Bank as governing the operation of the Business' account(s), are in full force and effect, until the Bank receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Bank, establishing the authority for the changes.

CERTIFICATION I certify that (i) I am an officer of the Business(es) named below, (ii) the foregoing resolution is a complete and accurate copy of a resolution duly adopted by the Corporation's or Unincorporated Association's Board of Directors or by the members/managers if the Business is a limited liability company or by the partners if the Business is a partnership, (iii) the resolution is in full force and has not been revoked or changed in any way, and (iv) the person(s) listed as Authorized Signer(s) at the bottom of this instrument are the officers or agents of the Business(es) described in the above Resolution of Authority and listed below and the signatures of the Authorized Signer(s) are conclusive evidence that the Authorized Signer(s) are authorized to enter into any contracts, agreements, stipulations and orders on behalf of the Business with Bank.

X *Michael J. Yoh* Date: 1/5/10
Signature of Officer, Member or Partner

X _____ Date: _____
Signature of Officer, Member or Partner

"Business" Legal Name DAUPHIN COUNTY TIN 23-6003043
"Business" Legal Name TIN
"Business" Legal Name TIN
"Business" Legal Name TIN
"Business" Legal Name TIN

By signing below, the Authorized Signer(s) declare under penalty of perjury that the following is true and correct: (i) the contents of the above Resolution of Authority have been or are herewith adopted by the Business, regardless of the Business's legal form of entity, (ii) Authorized Signer(s) hold the office(s) or position(s), if any, set forth below, (iii) if the Business is a partnership, Authorized Signer(s) constitute all of the general partners of the Business, and (iv) if the Business is a limited liability company, Authorized Signer(s) is (are) member(s) of the Business or have been designated by the Articles of Organization and/or its Operating Agreement of the Business as its Manager(s).

X *Michael J. Yoh* 1/5/10
AUTHORIZED SIGNATURE DATE

Michael J. Yoh
(Print name of signer)
Budget Director
(Print title of signer)

X _____
AUTHORIZED SIGNATURE DATE

(Print name of signer)

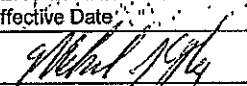
(Print title of signer)

**FNB TREASURY MANAGEMENT SERVICES
SELECTION SHEET**

COMPANY NAME DAUPHIN COUNTY
COMPANY CONTACT MICHAEL YOHE
PHONE 717.780.6309

By signing below, I acknowledge that the product or service I am requesting by this selection sheet are governed by the Treasury Management Master Services Agreement I have previously signed
(PLEASE ✓ TO SELECT)

| | |
|--|---|
| AUTOMATED CLEARING HOUSE Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| <input type="checkbox"/> Direct ACH File <input type="checkbox"/> EXECUBANC <input type="checkbox"/> Service Bureau Initiation | <input type="checkbox"/> EDI Reporting |
| BAI REPORTING Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| BUSINESS BILL PAY Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| CASH VAULT Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| EDI SERVICE Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| EXECUBANC INTERNET BANKING Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| <input checked="" type="checkbox"/> Information Reporting <input type="checkbox"/> ACH | <input checked="" type="checkbox"/> WIRE TRANSFER |
| CONTROLLED DISBURSEMENT Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete |
| ESCROW MANAGEMENT Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete |
| FIRST DESKTOP BANKER Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| LOCKBOX Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| <input type="checkbox"/> Wholesale <input type="checkbox"/> Retail <input type="checkbox"/> Wholetail | |
| CREDIT LINE MANAGEMENT Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| POSITIVE PAY Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| RECONCILEMENT SERVICES Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| <input type="checkbox"/> Account Reconciliation Plan <input type="checkbox"/> Full <input type="checkbox"/> Paid <input type="checkbox"/> Paid check image file | <input type="checkbox"/> CD ROM <input type="checkbox"/> Deposit Reconciliation Service (Deposit Items) |
| SWEEP Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| WIRE TRANSFER Effective Date | <input checked="" type="checkbox"/> New <input type="checkbox"/> Delete <input checked="" type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |
| <input type="checkbox"/> EXECUBANC <input checked="" type="checkbox"/> Verbal | |
| ZERO BALANCE ACCOUNT Effective Date | <input type="checkbox"/> New <input type="checkbox"/> Delete <input type="checkbox"/> Add to Existing <input type="checkbox"/> Replace to Existing |


Authorized Signer for Treasury Management Service

Printed Name Michael J. Yohe

Title Budget Director

Date 1/5/10

12. BUSINESS BILL PAYMENT SERVICE.

- (a) Purpose. Client and the Bank agree that Client may use the Service to initiate the bill payment orders to the Bank for the remittance of funds from the Client's accounts to any third party (for instance, a vendor). The Service results in either an electronic or paper-based remittance being sent to whomever the Client designates.
- (b) The Client agrees that the Bank may act upon any Bill Payment request it receives through the Service provided that the request is received from within the Client's service account (ID number).
- (c) The Client further agrees that it will provide access to the ability to initiate Bill Payment requests to only employees and other individuals that have the complete authority of the Client to initiate and approve such funds transfers
- (d) The Client authorizes the Bank to charge the Client's account(s) in the amount of payment orders upon execution and issuance of such payment orders
- (e) If the account(s) contain insufficient available funds, and unless other arrangements satisfactory to us are made, we may but shall not be obligated to charge any other account(s) in your name. This authorization includes the right to charge any investments which are linked to such account(s).
- (f) The Bank, when acting as the Client's origination bank, shall not be obligated to send written advice of any payment order executed by us or issue any receipt or confirmation thereof other than on your periodic statement.
If the Bank rejects any payment order, we shall endeavor to notify you by phone or mail on or before the business day that such payment order would otherwise have been acted upon by us. We shall have no liability to you or to third parties by reason of the rejection of any such payment order or the fact that notice was not given at an earlier date.
- (g) Unless we advise you to the contrary, your request to cancel or amend a payment order must follow the same security procedures you used in issuing the original payment order. The Client shall have no absolute right to cancel or amend a payment order after we have received it.
- (h) The Bank shall, when possible, make a reasonable effort to act on your request for cancellation or amendment of payment order prior to the time that we execute such payment order, but we shall have no liability if such cancellation or amendment is not effected
- (i) The Client acknowledges that it must initiate Bill Payment requests at least 10 days prior to any actual "due date" associated with such payment. This time is necessary to allow for the preparation of the remittance check, delivery through the mail, and eventual processing by the intended third-party recipient. The Client also agrees that, due to the number of other entities that must be involved in the preparation and delivery of remittances, the Bank is in no way responsible or liable for delays encountered in the processing and delivery of Bill Payment remittances.

First National Bank

By: 

Name: TIFFANY S. KULPOWICZ

Title: AVP, TREASURY MANAGEMENT OFFICER

Date:

12/11/09

DAUPHIN COUNTY

(Name of Company)

By: 

Name:

Title:

Date:

Revised – August 24, 2009 (jcs)

TREASURY MANAGEMENT MASTER SERVICES AGREEMENT

This Master Treasury Management Services Agreement ("Agreement") sets forth the terms of the treasury management services provided by First National Bank of Pennsylvania ("us", "we" or "Bank") and its subsidiaries and affiliates ("you", "User", "Customer" or "Client") and provides as follows:

A. General Terms and Conditions

1. SERVICES

- 1.01 This Agreement is in two parts. The first part contains the general terms and conditions under which the Bank will provide Treasury management services ("Service" or "Services") to you. These general terms and conditions are in the sections numbered 1 through 20. You are legally bound by these general terms and conditions beginning on the date you select any of the Services. The second part of this Agreement contains terms and conditions applicable to the specific Services you select. You and the Bank agree to be legally bound by the terms and conditions specifically applicable to a Service when you begin to use that Service.
- 1.02 Your use of any Service will be additional evidence of your Agreement to these terms.
- 1.03 This Agreement and our Deposit Account Agreement, each as may be amended from time to time, contain the terms and conditions governing Bank's provision of each Service to you and any of your subsidiaries or affiliates on whose behalf you are acting.
- 1.04 Bank reserves the right to change the terms and conditions contained in the Treasury Management Master Services Agreement, Deposit Account Agreement, or any related documents after sending a prior notice of such change in writing or electronically or by printing a message on, or enclosing a message with your statement. If you do not want to be bound by any such change you may discontinue using the effected Service. If you continue to use a Service after the change becomes effective, you will be bound by the change.
- 1.05 You agree to maintain available funds on deposit at all times in any account for which we provide Services sufficient in amount to cover in full all outgoing funds transfers, including but not limited to wire transfers and ACH Entries, which are effected in connection with any of the Services and your other payment or reimbursement obligations to us in connection with the Services. In the event you fail to maintain available funds on deposit, we may refuse to effect any outgoing funds transfer from the applicable account and/or refuse to provide the Services to which such payment or reimbursement relates until sufficient funds are deposited or payment or reimbursement is received by Bank. Bank shall have the right, without prior notice or demand, to charge any of the Accounts to obtain payment of any amount due and payable to it. In the event there are insufficient available funds in the accounts to cover these transfers and/or obligations, you agree to pay for such obligations upon demand by immediate delivery of available funds and further agree that Bank may, at its option, (a) overdraw your accounts and charge you for the use of the funds, or (b) charge any deposit account maintained by you at Bank to obtain such funds. Bank shall define Available Funds or Available Balances as those funds that are collected and available through all deposit sources and channels and are not encumbered by any lien, hold, negotiable instrument, collection process, pending transfer or disbursement.

2. TERM

- 2.01 Client may terminate this Agreement at any time by written notice to Bank. Such termination shall be effective thirty (30) days following the day of Bank's receipt of written notice of such termination or such later date as is specified in that notice. Bank reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Customer. Additionally, Bank may suspend or terminate any Service under this Agreement immediately and without prior notice if:

- A You breach any agreement with us,
- B The confidentiality of your security code is compromised;
- C We have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any Service;
- D You become insolvent or the subject of a bankruptcy, receivership, or dissolution proceeding; or
- E We are uncertain as to any person's authority to give us instructions regarding your accounts or a Service

2 02 The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

3. EQUIPMENT AND SOFTWARE

You are responsible for providing and maintaining any equipment that may be necessary for the Services, such as telephones, terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. We make no warranty, expressed or implied, including but not limited to, any implied warranty of fitness for a particular purpose or of merchantability, with respect to the Services, any computer programs, equipment or software used by you. You agree to comply with the terms of any software licenses used by you in connection with the Services. If we provide you equipment in order to allow you to receive the Services, our agreement with you with respect to the equipment will be contained in an agreement delivered to you specifically relating to the equipment.

4. ACCOUNTS

4.01 Your applications may list certain bank accounts that you wish to access with the Services. You acknowledge and assure us that any and all transfers and commingling of funds required or permitted by any Service and all other aspects of your and Bank's performance of the Services, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that you have obtained and shall maintain in your regular business records and make available to Bank, upon reasonable demand written authorization, in form and substance acceptable to Bank, evidencing that authority and you will notify us immediately in writing of any change to that authorization. You further acknowledge and assure us that each transfer or commingling of funds required or permitted by any Service is not in violation of any of your or your subsidiaries or affiliates internal requirements, nor in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority.

4 02 You may appoint an individual ("Administrator") with the authority to determine who will be authorized to use the Services on your behalf. You assume sole responsibility for actions of your Administrator, the authority he or she gives others to act on your behalf and the actions of the persons designated by the Administrator to use the Services. We are entitled to rely on any information or instructions provided to us by a party authorized by the Administrator until we receive written notice from an authorized signer to revoke the Administrator's authority.

4 03 You agree that this Agreement amends any other agreement, instruction or resolution of yours requiring more than one person to act to withdraw funds from your account.

5. FEES

You agree to pay to Us the charges we establish for each of the Services at the time the Services are selected by you. Generally, we charge fees directly to your account or we may send a bill to you for the fees which must be paid within 30 days of the date of the invoice. If you fail to pay any amount owing to us under this agreement, your Services are subject to cancellation. We may amend our fee schedule or service pricing from time to time.

6. INFORMATION PROCESSING AND REPORTING

- 6.01 Bank offers a number of Services that will require Us to receive, process or import information involving your accounts and transactions. Bank will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. Bank will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this agreement. Unless otherwise agreed in writing, Bank will not be required by means of any security procedure or otherwise to detect errors in the transmission or content of any information the Bank receives from you or any third party
- 6.02 You assume the sole responsibility for providing us with complete and accurate information in the format that we require. Bank is not responsible for confirming such information or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer or payment instructions
- 6.03 You must accurately describe the transaction beneficiaries, intermediary financial institutions, and the beneficiaries' financial institution and transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transactions solely on the basis on the number, even if the number identifies a person or entity different from the named beneficiary or institution.
- 6.04 You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur for example, due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange. You agree to review and verify all results and to maintain adequate controls for ensuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate back up files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions for example, in the event of a telecommunication failure. If Bank is unable to provide a service for any reason, we will promptly inform you of the problem and take reasonable steps to resume processing.

7. RELIANCE ON THIRD PARTIES

Bank's ability to provide certain Services is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable and we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or provide the Service through an alternate third party network. In such situations, we will have no liability for the lack of availability or access. We will not be responsible for any Services you receive from third party vendors

8. SECURITY PROCEDURES

- 8.01 Bank may provide you with operating procedures and manuals (collectively User Documentation) in connection with certain Services. You agree to
- A. Comply with the User Documentation and any and all operating and security procedures that Bank provides to you,
 - B. establish and maintain procedures to assure the confidentiality of the identification codes, passwords, repetitive request numbers and other access procedures,
 - C. take reasonable steps to safeguard the confidentiality and security of the passwords, user documentation and other proprietary property or information we provide to you in connection with the Services;
 - D. closely and regularly monitor the activities of your employees and agents who access the Services,

- E develop and put in place internal procedures to limit risk related to accessing the Services, including, but not limited to, changing the password of each operator, not permitting operators to share their identification codes or passwords, deleting any identification codes of operators who no longer have access to a Service, not keeping, in any form or in any place, any list of passwords, and keeping every identification code and repetitive request number under secure conditions;
- F notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached

8.02 Each time you make a transfer, payment or perform another transaction using a Service, you warrant that Bank's security procedures are commercially reasonable. Some of our Services allow you, your administrator or operator to set transaction limits and establish internal controls. You failure to set such limitations and implement such controls increases your exposure to and responsibility for, unauthorized transactions. You agree to be bound by any transfer of payment order that we receive through the Services, even if the order is not authorized by you, if it includes your password or is otherwise processed by us in accordance with bank security procedures

9. LIABILITY FOR LOSS

9.01 ***EXCEPT WHERE RELEVANT LAW PRECLUDES A WAIVER OF LIABILITY YOU AGREE THAT BANK WILL BE LIABLE TO YOU ONLY FOR DAMAGES ARISING DIRECTLY FROM OUR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE IN THE PERFORMANCE OF THE SERVICES. BANK WILL NOT BE RESPONSIBLE FOR ANY LOSS, DELAY, COST OR LIABILITY WHICH ARISES DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART FROM:***

- A. ***ANY ACTION OR OMISSION BY YOU;***
- B. ***ERRORS, ACTS OR FAILURES OF OTHERS TO ACT, INCLUDING, AMONG OTHER ENTITIES, BANKS, COMMUNICATIONS CARRIERS, CLEARING HOUSES, YOUR AGENTS OR FEDERAL RESERVE BANKS, THROUGH WHICH SUCH TRANSFERS MAY BE MADE OR THROUGH WHICH WE MAY RECEIVE OR TRANSMIT INFORMATION; NONE OF THESE ENTITIES WILL BE DEEMED OUR AGENT;***
- C. ***YOUR NEGLIGENCE OR BREACH OF ANY AGREEMENT WITH US;***
- D. ***ANY AMBIGUITY, INACCURACY OR OMISSION IN ANY INSTRUCTION OR INFORMATION PROVIDED TO US;***
- E. ***ANY ERROR, FAILURE OR DELAY IN THE TRANSMISSION OR DELIVERY OF DATA, RECORDS OR ITEMS DUE TO A BREAKDOWN IN ANY COMPUTER OR COMMUNICATIONS FACILITY;***
- F. ***ACCIDENTS, STRIKES, LABOR DISPUTES, CIVIL UNREST, FIRE, FLOOD, WATER DAMAGE OR ACTS OF GOD;***
- G. ***CAUSES BEYOND OUR REASONABLE CONTROL;***
- H. ***THE APPLICATION OF ANY GOVERNMENT OR FUNDS-TRANSFER SYSTEM RULE, GUIDELINE, POLICY OR REGULATION;***
- I. ***THE LACK OF AVAILABLE FUNDS IN YOUR ACCOUNT TO COMPLETE A TRANSACTION;***
- J. ***OUR INABILITY TO CONFIRM TO OUR SATISFACTION THE AUTHORITY OF ANY PERSON TO ACT ON YOUR BEHALF;***
- K. ***YOUR FAILURE TO FOLLOW ANY APPLICABLE SOFTWARE MANUFACTURER'S RECOMMENDATIONS OR OUR SERVICE INSTRUCTIONS.***

9.02 There may be other exceptions to our liability as stated in your Deposit Account Agreement

9.03 The Bank will not be liable to you and you will not be liable to us for any special, consequential, indirect or punitive damages whether or not a claim for such damage is based on tort or contract law or Bank or you knew or should have known the likelihood of such damages in any circumstance

- 9 04 You hereby release us from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your accounts and/or you have given your access codes to such person, or, in the case of a jointly held account such person is one of the owners of the account. You agree to indemnify and hold us harmless from and against any and all liability, including but not limited to reasonable attorney's fees, accountant's fees and costs, arising from any such claims or actions
- 9 05 Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any service related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss or recovery efforts we undertake to reduce or liability that arises in connection with the Services.
- 9.06 You acknowledge that our Service fees have been established in contemplation of these limitations on our liability, your agreement to review statements, confirmations and notices promptly and to notify us immediately of any discrepancies and problems and your agreement to assist us in any loss recovery effort

10. INDEMNIFICATION

You agree to indemnify, defend and to hold us, our parent, affiliates and subsidiaries and respective directors, officers, employees and agents harmless from and against any claim, damage, loss, liability and cost including, but not limited to, attorney's fees and accountant's fees, of any kind which results directly or indirectly, in whole or in part from our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement or actions or omissions by you, your agents or employees

11. RECORDS

The Banks performance of any Service will not relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices customarily followed by businesses similar to yours. You will retain and provide to us, upon request, all information necessary to remake or reconstruct any deposit, transmission, file, entry or other order affecting any of the Services covered by this Agreement.

12. ARBITRATION

- 12.01 Upon the demand of either party, any Dispute shall be resolved by binding arbitration in accordance with the terms of this Agreement. A "Dispute" shall mean any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under in connection with, or in any way pertaining to any of the Services, or any past, present or future activities, transactions or obligations of any kind related directly or indirectly to any Service, including, without limitation, any of the foregoing, arising in connection with the exercise of any self-help or ancillary or other remedies or actions taken related to any Service. Any party may, by an appropriate proceeding bring an action in court to compel arbitration of a dispute. Any party who fails or refuses to submit to arbitration following the lawful demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute.
- 12 02 Arbitration proceedings shall be administered by the American Arbitration Association (AAA) or such other administrator as the parties shall mutually agree upon in accordance with AAA Arbitration Rules. All disputes submitted to arbitration shall be resolved in accordance with the Federal Arbitration Act, notwithstanding any conflicting choice of law provision in this agreement. The arbitration shall be conducted at a location and selected by AAA in the state of Bank's headquarters or such other state which Bank does business and is also the state of your residence. If there is any inconsistency between the terms of this Agreement and any AAA Rules, the terms and procedures of this Agreement shall control

All statutes of limitation applicable to any dispute or other limitations as set forth in this Agreement shall apply to any arbitration proceeding. All discovery activity shall be expressly limited to matters directly relevant to the dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction, provided, however, that nothing contained in this Agreement shall be deemed to be a waiver by us of the protection afforded it under 12 U.S.C. Section 91 or any similar applicable state law.

- 12.03 No provision of this Agreement shall limit the right of any party to exercise self-help remedies such as set-off, or to obtain provisional or ancillary remedies, including, without limitation, injunctive relief, sequestration, attachment, garnishment, or the appointment of receiver from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding; the exercise of any such remedy shall not waive the right of any party to compel arbitration.
- 12.04 Arbitrators hearing any matter related to this Agreement must be active members of the bar in which the proceeding is brought with expertise in substantive laws applicable to the subject matter of the dispute. The arbitrators are empowered to resolve disputes by summary rulings and response to motions filed prior to the final arbitration hearing. Arbitrators shall resolve all disputes in accordance with the governing laws set forth in this Agreement, may grant any remedy or relief that a federal or state court of the jurisdiction in which the proceeding is pending could order or grant within the scope of this Agreement and such ancillary relief as is necessary to make effective any award and shall have the power to award recovery of all costs and fees to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure or the rules of civil procedure of the state in which the arbitration is pending.
- 12.05 The arbitrator shall not conduct class arbitration, that is the arbitrator shall not allow you to serve as a representative, as a private attorney general or in any other representative capacity for others in the arbitration. You are waiving your right to participate as a member of a class of claimants, and any related lawsuit filed against us and/or any related third parties.
- 12.06 This arbitration provision shall survive.
- A. Termination or changes in the Agreement, the Services, the Product Descriptions, the account or the relationship between you and us concerning the account,
 - B. The bankruptcy of any parties; and
 - C. Any transfer, sale or assignment of your account or amounts owed on your account, to any other person or entity

13. NOTICES

- 13.01 You agree to notify us immediately if you discover.
- A. Any error or discrepancy between your records and the information we provide to you about your accounts or transactions, in a statement, confirmation, electronic report or through any other means;
 - B. Unauthorized transactions involving any other account,
 - C. A breach in the confidentiality of the password or User Documentation; or
 - D. Other problems related to the Services.
- 13.02 You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time, not to exceed fifteen days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first. Notices to us must be sent to First National Bank of Pennsylvania, 4140 East State Street, Hermitage, Pennsylvania 16148. We will provide notices to you at the statement, email or mailing address shown for you in our deposit records.

14. GOVERNING LAW

This Agreement is governed, construed and enforced under the internal laws of the Commonwealth of Pennsylvania except with respect to its conflicts of laws principles.

15. **AMENDMENTS**

This Agreement may not be modified, amended or terminated except by writing executed by Bank and Customer.

16. **SUCCESSORS AND ASSIGNS**

Customer may not assign this Agreement or any of its right or duties hereunder without the Bank's prior written consent.

17. **INTEGRATION CLAUSE**

Bank and Customer hereby acknowledge and agree the terms set forth in this Agreement, the Deposit Account Agreement and any document referenced in any of these constitute the entire agreement of the parties as it relates to the Services

18. **CAPTIONS**

The section and subsection captions contained in this Agreement are for reference purposes only and should not control or affect its structural interpretation in any respect

19. **SEVERABILITY**

Any provision of this Agreement which is held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition in any jurisdiction without affecting any other provision of this Agreement.

20. **COUNTERPARTS**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

B. TERMS AND CONDITIONS APPLICABLE TO SPECIFIC SERVICES

You agree to the terms and conditions set forth below that are applicable to each Service which you have requested we perform for you

1. ACH FUNDS TRANSFER SERVICE.

- (a) Purpose Client wishes to initiate or arrange for the initiation of electronic credit and/or debit entries by means of the Automated Clearing House Network and pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association, as the same may be amended from time to time (collectively, the "Rules"), and Bank is willing to act as an Originating Depository Financial Institution (as defined in the Rules) with respect to such transactions.
- (b) Definitions Unless otherwise defined in this Agreement, capitalized terms in this Section shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the Rules and shall also include all data and information received from Client hereunder from which Bank prepares Entries
- (c) Entries
 - (i) Submission by Client Client shall prepare and submit to Bank, at the locations and in compliance with the format and schedules from time to time designated by Bank, detailed information with respect to Entries it desires to effectuate. Client shall designate an effective date for each Entry (the "Effective Entry Date") Client is solely responsible for the accuracy, both as to content and form, of any information it submits to Bank

If any information is not readable, out of balance or incapable of being processed for any reason, it is the responsibility of Client to correct and resubmit the information to Bank

- (ii) Processing by Bank. Except as provided in Sections 1 (e) and (f), Bank shall (i) process Entries received from Client to conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Bank to the Federal Reserve Bank (the "ACH Operator") acting as an Automated Clearing House Processor and (iii) settle for such Entries as provided in the Rules
- (iii) Transmission by Bank
 - (a) Bank shall transmit such Entries to the ACH Operator for credit Entries two (2) Business Days prior to the Effective Entry Date shown in such credit entries and for debit Entries one (1) Business Day prior to the Effective Entry Date shown on the debit entries, provided (i) the ACH Operator is open for business on such Business Day and (ii) such Entries are received by the Bank's deadline as set by the Bank and subject to change from time to time. For purposes of this Agreement, entries shall be deemed received by Bank, in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed according to Bank specifications.
 - (b) If any of the requirements of clause (i), (ii), or (iii) of Section 1(d) is not met, Bank shall use reasonable efforts to transmit such entries to the ACH Operator by the next deposit deadline of the ACH Operator, which is a Business Day and a day on which the ACH Operator is open for business.
- (d) Loss of Data. Bank shall not be liable for any loss as a result of data provided to Bank by a third party on behalf of Client, including, but not limited to, any loss due to delays and data errors
- (e) Entry Received for Credit Except as provided in Section 1(h), in the case of an Entry received for credit to an account maintained with Bank (an "On-Us Entry"), Bank shall credit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 1(d) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry on the next Business Day following such Effective Entry Date
- (f) Rejection of an Entry. Bank shall reject any Entry which does not comply with the requirements of this Agreement. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have no liability to Client by reason of the rejection for any such Entry.
- (g) Cancellation or Amendment of an Entry
 - (i) Except for those instances, if any, in which a mandatory right is conferred by the Rules, Client shall have no right to the cancellation or amendment of an Entry or file, to require the return of or adjustment to an Entry or to stop the payment or posting of an Entry, once the Entry or file has been received by Bank. However, Bank shall use reasonable efforts to act on a request by Client for cancellation or amendment of an Entry if the request is received by Bank prior to its transmittal of the Entry or, in the case of an On-Us Entry, prior to its crediting the Receiver's account. However, Bank shall have no liability to Client if such cancellation or amendment is not effected. Client shall reimburse Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to affect Client's request for the cancellation or amendment of an Entry.

- (ii) If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Client, it will be deemed effective as Client's Entry (or request) and Client shall be obligated to pay Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by Client
 - (iii) If an Entry (or request for cancellation or amendment of an Entry) received by Bank was transmitted or authorized by Client, Client shall be obligated to pay the amount of the Entry whether or not that Entry was erroneous in any respect or that error could have been detected by if Bank.
- (h) Client Authorization. Client will not initiate an electronic credit and/or debit Entry with respect to any of its employees or customers or any other consumers until Client has obtained the written authorization ("Authorization") of such customer to do so, and has complied with the further requirements of Section (e). The Authorization shall be in a form acceptable to Bank and in compliance with the Rules. Client will retain the original or a copy of the Authorization received by Client as prescribed by the Rules. Upon Bank's request, Client will furnish Bank with the original or a copy of the Authorization. Client agrees to strictly comply with the provisions of this Section, and Client understands that Bank will be relying upon such promise to comply with federal and state laws and regulations governing electronic funds transfers. Bank shall not generate advices of electronic debits and credits against accounts of Client's customers maintained with Bank except to the extent it is required to do so.
- (i) Client as Third Party Service Provider If Client is acting as a Third-Party Service Provider, Client represents and warrants to Bank that Client has a written agreement with each of its customers for which Client is processing and transmitting Entries for the ACH system through Bank. Said agreements shall include, but not be limited to, customer's authorization for Client to transmit the Credit Entries to Bank on behalf of such customer, customer's agreement to be bound by and subject to the Rules, customer's agreement to Client's procedures and processing requirements that will ensure compliance with the requirements of the Rules, customer's acknowledgement and assumption of their obligations under the Rules as an Originator, and customer's acknowledgment that entries may not be initiated in violation of the laws of the United States
- (j) Credit Limit The Bank may establish a credit limit for files to be transmitted by Client, and may in its sole discretion reject any file that exceeds the established credit limit ("Credit Limit"). The Credit Limit may be changed by the Bank, in its sole discretion and from time to time
- (k) Client's Representations and Warranties
- (i) Client makes the same warranties to Bank as Bank is deemed by the Rules to make with respect to Entries originated by Client. Without limiting the foregoing, Client represents to Bank and warrants that (i) each Entry when initiated pursuant to this Agreement is properly authorized by Client, (ii) each person shown as a Receiver on an Entry received by Bank from Client has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, and such Authorization is operative at the time of transmittal or crediting by Bank as provided herein, (iii) each credit Entry is timely, (iv) at the time the Entry is transmitted to Bank, Client's Authorization has not been revoked, neither Client nor Bank has terminated this Agreement, and Client has no knowledge of the revocation of the Receiver's Authorization or of the termination of the arrangement between the Receiving Depository Financial Institution (RDFI) and the Receiver concerning the Entry, (v) that payment of an Entry by a RDFI to the Receiver is provisional until receipt of the RDFI of final settlement for such Entry

Client specifically acknowledges that it has received notice of the Rules regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Client shall be deemed to have paid the amount of the Entry (vi) no Entry initiated by Client shall violate the laws of the United States and the total dollar amount of all Entries initiated by the Client on any one day shall not exceed the Client's ACH credit limit with Bank, (vii) Client shall perform its obligations under this Agreement in accordance with applicable laws and regulations, and (viii) all information transmitted by Client hereunder to Bank is accurate

- (ii) In addition to the foregoing, with respect to debit Entries, Client represents to Bank and warrants that (i) each debit Entry is for an amount which on the Settlement Date will be due and owing to Client directly or as authorized agent from the Receiver and is for a sum specified by the Receiver to be paid to Client, or is to correct a previously transmitted erroneous credit Entry; (ii) Client has received a signed Authorization from the customer, with a copy thereof given to the customer, authorizing Client to make prearranged debits from the customer's bank account, (iii) each Entry initiated by Client is in accordance with the Authorization, and Client has complied with the Rules with respect to same, including retention of the original or a copy of such Authorization; (iv) Client shall perform its obligations under this Agreement and all applicable laws and regulations, including the sanctions administered by Office of Foreign Assets Control ("OFAC"); (v) Client is solely responsible for and is complying with the laws and regulations governing the initiation of preauthorized electronic debits, including but not limited to, the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, and in particular 12 C.F.R. 205.10(b) and (d), as currently in effect and as amended, and (vi) at the time a debit Entry is processed by Bank, the Authorization has not been terminated with respect to such Entry

(l) Notification

- (i) Bank shall notify Company by phone or electronic transmission of the receipt of a returned entry from the ACH Operator no later than one business day after the business day of such receipt. Bank shall have no obligation to retransmit a returned agreement with respect to the original Entry.
- (ii) Bank shall notify Company by mail of the receipt of a returned entry by the request of the Receiver due to an alleged error or an entry sent after the Receiver has revoked the authorization. Company will promptly provide immediately available funds to indemnify the Bank if any debit entry is rejected after the Bank has permitted the Company to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank. Company will comply with Regulation E involving alleged errors on consumer accounts.
- (iii) Bank shall notify Company of all notifications of changes received by Bank related to Entries transmitted by Company by (phone or fax) no later than 2 business days after receipt thereof.
- (m) Client acknowledges receipt of the most current version of the ACH Rules – Corporate Edition that offers users of the ACH Network a quick reference on ACH rules, policies and operations. Client further acknowledges it must comply with any future revisions to the ACH Rules that the Bank provides in an electronic form solely by updating the Bank's website (www.fnb-online.com) under the Disclosures section.

2. WIRE TRANSFER SERVICE

- (a) Purpose. The user intends from time to time to instruct Bank to transfer funds from account(s) it maintains at Bank (the "Orders")

The user may also from time to time instruct the Bank to instruct another depository institution to debit an account at that institution and transfer the funds so debited to an account or accounts which the user maintains at the Bank (the "Drawdown Requests") Orders and Transfer Requests are hereinafter referred to by the term "Transfer Instruction" The Bank has agreed to receive Transfer Instructions, subject to the terms and conditions set forth in this Agreement.

- (b) Definitions For purposes of this Section, "Fedwire" means the funds transfer system owned and operated by the Federal Reserve Banks that is used primarily for the transmission and settlement of payment orders governed by the Fedwire Regulation "Fedwire Regulation" means subpart B of Regulation J of the Board of Governors of the Federal Reserve System, as amended from time to time "Repetitive Transfer" means wire transfers in which the receiving Bank, payee, and account are the same for each transfer, and only the transfer date and amount vary. "Request" means a Client's request to Bank for a wire transfer, or for a cancellation or amendment of a wire transfer, made in the name, or having the unique identifier, of Client as sender requesting that funds belonging to, or under the control of Client to be transferred to a specified account or beneficiary. "Wire Transfer Business Day" means any day, other than a Saturday, Sunday or a Federal Holiday, on which the Bank is open for business The end of the Wire Transfer Business Day is determined by a wire transfer deadline set by the Bank and subject to change from time to time
- (c) Acceptance of Requests
- (i) Client's Request is considered accepted by Bank when Bank executes it Client acknowledges that the Bank maintains deadlines for accepting wire transfer Requests If Client's Request is received prior to the deadline it will be executed by Bank that Wire Transfer Business Day A Client's Request received after the deadline may be executed the next Wire Transfer Business Day. Wire transfer deadlines are subject to change from time to time at the sole discretion of the Bank No instructions or other restrictions limiting Bank's acceptance of Client's Request(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank at its option may elect to act consistently with such instructions or other restrictions that it believes in good faith were made by Client
- (ii) Bank has no responsibility to accept any incoming wire transfer for Client's benefit. Likewise, Bank has a right to reject Client's Request for an outgoing wire transfer for reasons including, but not limited to, insufficient funds or insufficient collected funds in the account specified in the Request, Bank's inability to execute the wire transfer for the reasons set forth herein, if Bank is unable to verify the authenticity of Client's Request, or if the Request would violate the sanctions administered by OFAC Bank will notify Client by phone or mail if it rejects the Client's Request.
- (d) Cancellation or Amendment. Client shall have no right to amend or cancel a payment order. Bank may at its discretion use reasonable efforts to act on Client's Request for cancellation or amendment This is provided so that the method by which Client notifies Bank of the request for cancellation or amendment complies with Bank's security procedures However, Bank shall have no liability if such cancellation or amendment is not effected Furthermore, Client agrees to indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in attempting to cancel or amend the wire transfer.
- (e) Repetitive Requests. If Bank or Client determines that Requests have become repetitive; Bank may assign a repetitive number to Client's Request If Bank does so, Client may utilize such number as part of an expedited procedure in communicating such Requests to Bank in the future. Bank may execute Requests containing this number.
- (f) Provisional Credit The credit Bank gives to Client for a wire transfer is provisional until Bank receives final payment for the amount of the wire transfer. If Bank does not receive final payment for the wire transfer, Client agrees to refund to Bank the amount of the transfer

(g) Security Procedure

- (i) The Bank and the customer have agreed that the Bank shall verify that the customer has authorized a Transfer Instruction solely by means of the security procedure adopted by customer and set forth in a separate Wire Transfer Setup form signed by the customer and the Bank and incorporated herein by reference (the "Security Procedure") User hereby acknowledges that the Bank has offered and recommended that the User adopt a security procedure with electronic initiation methods such as authentication and encryption and that these procedures are considered by the Bank to be a commercially reasonable security procedure for the type of Transfer Instructions contemplated by this Agreement. User, however, hereby acknowledges the adoption of the security procedure as set forth in the Security Procedure, and agrees to be bound by any Transfer Instruction, whether or not authorized, which is issued by User and accepted by the Bank in substantial conformity with the security procedure set forth in the Security Procedure. The User hereby agrees that the method(s) and procedure(s) set forth in the Security Procedure are commercially reasonable. User hereby acknowledges and agrees that the Security Procedure will not be used to detect erroneous Orders described in Section 4A-205 of Article 4A of the Uniform Commercial Code ("Article 4A")
- (ii) The User will instruct the Bank in writing as to the identity of the individual(s) authorized to receive any and all information regarding the Security Procedure. The User shall promptly certify in writing to Bank any change in the individual(s) authorized to receive information under this section. Any such certification shall be binding upon the Bank only if it is received by Bank in a time and manner that gives the Bank a reasonable opportunity to act with respect to the same. The Bank may rely on any such certificate and the User agrees to indemnify and save harmless Bank from any and all liability in Bank's reliance on such certificate and on the obligation of the User to promptly certify to the Bank any change in the individual(s) so authorized. User hereby agrees that the Bank may, in its sole and absolute discretion, electronically record any oral communications that the Bank receives from the User
- (iii) Client acknowledges that the Bank will process Transfer Instructions provided through the Bank's Execubanc Business Internet Banking system in conformity with this section. The Client agrees that the security functions in the Execubanc Business Internet Banking system constitute commercially reasonable security procedures. The Bank will not perform a call back verification to the Client for Transfer Instructions provided to the Bank by means of the Execubanc Business Internet Banking system
- (h) United States Currency. Unless otherwise stated, a Transfer Instruction expressed in U S Dollars will be sent in U S Dollars. If the Bank, in its discretion, agrees to accept an Order for a different currency, the Bank will convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency") at the Bank's buying rate for exchange in effect on the date the Order is executed by the Bank. If the bank designated to receive the funds does not pay the beneficiary specified in the Order, and the Order is payable in Foreign currency, then the Bank shall not be liable for a sum in excess of the value of the Order after it has been converted from Foreign Currency to U.S. Dollars at the Bank's buying rate for exchange at such time as the cancellation of the Order is confirmed by the Bank.
- (i) Tracer Messages. The User may request that the Bank issue "tracer messages" concerning transfers not yet completed. The User agrees to provide Bank with any and all information as Bank shall reasonably request in connection with the processing of any inquiry. The User agrees to pay Bank any fees which it may charge and to reimburse Bank for any charge(s) or fee(s) which it incurs in connection with the same

3. **LOCKBOX SERVICE**

- (a) **Purpose.** The lockbox service shall commence on the date arranged by Bank and Client (the "Effective Date") and will operate through a U.S. Postal Service box in the Client's name (the "Lockbox") and Client's Account at Bank. Starting on the Effective Date, Client authorizes Bank and its employees, representatives or authorized agents to (i) pick up and transport from the Post Office mail addressed to the Lockbox, (ii) open such mail and process its contents according to the as agreed to by Bank and Client; and (iii) Bank will deposit all items for credit to Client's Account with Bank. Client authorizes Bank to endorse checks and other payment instruments received and to deposit such instruments in the Account.
- (b) **Customer's Responsibilities.** Client agrees to provide Bank, its employees, representatives or authorized agents with unrestricted and exclusive access to the Lockbox. Client agrees to follow the recommendations and specifications provided by the Bank relating, without limitation, to document specifications for the Remittance documents to be submitted to the Lockbox. Insofar as the performance of Services under this Agreement by Bank requires data, documents, information or materials of any nature to be furnished by Client, or for personnel, Client hereby agrees to furnish all data, documents, information, and materials and to perform all such acts and to make appropriate personnel, records and facilities available to Bank, within such time and in such form or manner as may reasonably be necessary in order to enable Bank to perform the required Services promptly and in a workmanlike manner.
- (c) **Customer's Representations and Warranties.** If any payee on the list of acceptable payees delivered to Bank is a legal entity other than Client, Client represents and warrants to Bank that Client has the proper authorization from such payee to have such check endorsed for deposit, and deposited into the Account, and, without limiting any other indemnification under this Agreement, Client agrees to indemnify Bank against any losses, liabilities, damages, claims, demands, obligations, actions, suits, judgments, penalties, costs or expenses, including, but not limited to, reasonable attorneys' fees, suffered or incurred by Bank as a result of, or in connection with, Client's failure to have such authorization. Further, the Bank may accept checks and other instruments for deposit to the Account without endorsement. Client represents and warrants to Bank that the endorsements of all items received through this Service are proper and valid and that Client has a right to receive such items for deposit to the Account.

4. **SWEEP SERVICE WITH MONEY MARKET FUND INVESTMENT**

- (a) **Purpose.** Customer appoints the Bank as its agent to sweep Surplus Funds from the account identified on the account set-up form (Checking Account) and invest them in the money market mutual fund or funds ("Fund") selected by the Customer and redeem them as needed in accordance with the terms of this Agreement.
- (b) **Definitions.** For purposes of this Agreement, Surplus Funds means the amount of excess collected balances in the Checking Account that exceed the "Target Balance" and greater than or equal to the minimum investment amount. "Target Balance" shall mean the threshold dollar amount of collected funds which must be in the Account before a Transfer will be affected from funds in excess thereof. The Target Balance may be changed from time to time by the Bank in its sole discretion and without advance notice based upon its periodic analysis of the level of activity in the Account. "Transfer" shall mean a transfer of the Client's collected funds from the Account to the Money Market fund or from the Fund to the Account.
- (c) **Fund Purchase.** You order and authorize Us to purchase on your behalf from time to time shares in the Fund in the amount of all funds in the Checking Account in excess of the Target Balance.

The deposit of funds from any source into the Checking Account in any amount in excess of the Target Balance shall, without any further action or authorization, automatically be deemed to be the order of Customer to Bank to purchase for cash on the next banking day or as soon as is practicable shares in the Fund in the amount of funds in the Checking Account in excess of the Target Balance. Without limiting the generality of the foregoing, Bank shall use any funds paid into the Checking Account by Bank representing dividends declared on shares of Customer in the Fund, to the extent funds in the Checking Account exceed the Target balance, to purchase additional shares in the Fund, such purchase to be accomplished on the next banking day after the deposit of dividends into the Checking Account. If the funds in the Checking Account are less than the Target Balance, Bank is hereby ordered and shall be authorized to redeem on behalf of Customer shares in the Fund in the amount by which the funds in the Checking Account are less than the Target Balance. The reduction of funds in the Checking Account, whether occasioned by item or debit authorized by Customer or by charge to the Checking Account by Bank, shall, without any other or further action or authorization, automatically be deemed to be the order of Customer to Bank to redeem, on the same banking day, or as soon as is practicable, shares in the Fund.

- (d) Target Balance Determination. For the purpose of determining whether funds in the Checking Account exceed, equal, or are below the Target Balance, only funds that have been collected by and are on deposit with Bank in the Checking Account shall be counted. Bank shall determine on any day the amount of funds in the Checking Account by reference to the amount of collected funds in the Checking Account on the previous banking day at the general cut-off time of Bank for crediting and debiting Checking Accounts.
- (e) Customer Statements. In addition to any statements or reports that Bank may provide generally with respect to its Checking Accounts, Bank shall provide to Customer a separate monthly agency report specifying (i) Customer's interest in the Fund at the beginning and end of the month; (ii) the income earned by Customer with respect to his shares in the Fund during the month, and (iii) an identification of transactions affected on behalf of Customer with respect to the Fund during the month. Customer understands that Customer is entitled to receive, free of charge, written notice of certain transactions taking place in the Checking Account within five (5) business days from and after the date of each transaction. Customer hereby waives the right to receive such notice because Customer has determined that the regular monthly statement, which Bank will send to Customer, will be sufficient notification of such transactions.
- (f) Bank's Duties.
 - (i) The sole duty of Bank with respect to this Agreement is to execute purchase and redemptions of shares in the Fund as Customer may order pursuant to the terms of this Agreement. Bank has not made and will not make any investigation of or recommendations with respect to the nature or investment quality of the Fund or its shares and BANK EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE DECISION OF CUSTOMER TO INVEST IN THE FUND, which decision Customer represents it has made such decision and will make it in the future without the participation or advice of Bank. No officer or representative of Bank is or shall be authorized to provide any information to Customer with respect to the Fund. Bank shall have no liability whatsoever to Customer with respect to actions taken or omitted in connection with this Agreement or the purchase or redemption of shares in the Fund, except for actions taken or omitted in BAD FAITH.
 - (ii) Bank shall use reasonable promptness in executing orders of Customer to purchase and redeem shares in the Fund.

But in no event shall Bank purchase shares in the Fund earlier than on the next banking day after the date of receipt of collected funds into the Checking Account

- (iii) Bank shall also use reasonable promptness in crediting dividends paid by the Fund to the Checking Account of Customer, but in no event shall Bank have any duty to credit the Checking Account with dividends prior to the close of business on the second banking day (not including the day of receipt) following the receipt by Bank of the dividends.
- (g) Customer's Duties. The Customer shall obtain and Customer or an officer of Customer, if applicable, shall have read the prospectus for each fund in which the Customer wishes to invest
- (h) Notice Regarding Your Sweep Service The FDIC requires that all financial institutions that have sweep arrangements with their customers whereby money is swept from an FDIC insured account into an uninsured account notify those customers annually of the legal effect of those agreements should the institution fail and be taken over by the FDIC

Under your sweep agreement with First National Bank, funds are automatically withdrawn from your demand deposit account and used to purchase securities, specifically, shares of a mutual fund you have selected. Any funds in your demand deposit account are a deposit of the institution and will be insured by the FDIC to the extent of its deposit insurance limits. The funds that are invested in securities in the mutual fund are not a deposit of the institution and are not FDIC insured. In the event of the failure of First National Bank, your funds may not be swept into the mutual fund, and would be treated as deposits and insured under the applicable insurance rules and limits

Securities held pursuant to this Agreement are:

- Not a Deposit
- Not FDIC-Insured
- Not insured by any federal government agency
- Not guaranteed by the bank or savings association
- May go down in value

5. FIRST DESKTOP BANKER SERVICE

- (a) Purpose. Client desires to subscribe to the "First Desktop Banker Service" in order to enable Client to submit to Bank, for deposit to Client's account(s), electronic check images and associated information ("Check Images") in lieu of the original, paper checks from which such Check Images were obtained
- (b) Services. The Bank hereby agrees to accept for deposit all items processed by you using First Desktop Banker and related software or other equivalent hardware and software provided by Bank under this Product Description. Customer may deposit items at any time in accordance with the procedures set forth by Bank by using the hardware and software provided by Bank

(c) Customer Responsibilities

- (i) **Item Processing.** Customer is responsible for the proper handling of all items processed through First Desktop Banker, including, but not limited to proper endorsement, correctly keying into the system information contained on the item, security and confidentiality of the information contained on the item, for safe storage of the item for fourteen (14) days ("Retention Period") and proper disposal of the item by shredding after such period expires. During the Retention Period, Client shall be obligated to produce original checks requested by the Bank within Two (2) days (or such longer or shorter period as the Bank, in its discretion, may impose). Upon request of Bank, shall from time to time, certify to such destruction.
- (ii) **Image Quality.** In order to utilize the First Desktop Banker Service, Customer will be responsible for submitting check images to us in such format, and with such associated check information as we may specify from time to time. Customer agrees to resubmit any check images at the Bank's request. Customer assumes all responsibility for the quality of each item's image. Bank shall have no liability for return of any item or any loss resulting from such return due to poor image quality.
- (iii) **Fraud.** The Customer agrees not to process any items which contain a forged signature of any kind, an altered item or any counterfeit item (Fraud Item). Customer bears all liability and responsibility for processing any Fraud Item and agrees to indemnify Bank from any loss, cost, liability or expense incurred by Bank as a result of Customer processing a Fraud Item. Customer acknowledges and agrees to bear this responsibility and loss under any and all circumstances.
- (iv) **Secure Location.** Client shall maintain adequate security measures to protect and store the physical original paper checks in a secure location, which access shall be limited to only those executive and managerial employees or officers of the Client as is necessary to comply with Client's obligations under the terms of this Agreement.

(d) Submission of Files

- (i) **Deadline.** Customer acknowledges that it must submit its file and the file must be received by Bank before the Bank's business day cut off, which Bank may change from time to time, or for all purposes Bank and Customer will deem the file to be received the next business day.
- (ii) **Notice of Accepted Files**
 - a You acknowledge and agree that for purposes of application of any law or availability of funds, Bank does not receive a deposit until the transmission arrives at Bank's location.
 - b Check Images will be deemed to have been accepted by the Bank for deposit on the date that the deposit is acknowledged by the Bank's systems.

- (e) **Deposit Holds.** Customer understands, acknowledges and agrees that Bank may place holds on any deposits in accordance with applicable banking regulations, including Regulation CC. Availability of deposits is based on the Bank's normal availability schedule as in effect from time to time unless the Bank and the Client have agreed, in writing, on a different availability schedule. The Bank reserves the right to reject any single Check Image or group of Check Images for any reason, before or after confirmation.

- (f) Financial Information. The customer shall provide Bank upon request, customer's balance sheet and income statement for the most recent period for which Customer has prepared such.
- (g) Representations and Warranties.
 - (i) UCC. You acknowledge and agree that all representations and warranties which otherwise exist under the Uniform Commercial Code relating to presentment of items still exist irrespective of the items being presented through use of First Desktop Banker
 - (ii) Image The image is legible accurately represents all the information which is contained and on the front and back of each item presented through First Desktop Banker and meets all legal and quality standards and requirements for a substitute check (which quality standards for such Check Images may be amended or modified from time to time by Bank in its sole discretion to comply with the Check Clearing for the 21st Century Act, 12 U.S.C Sections 5001-5018, and all applicable rules and regulations related thereto, as the same may be amended from time to time), and bears the legend mandated by law that the Check Image is the legal equivalent of the original check
 - (iii) Presentment The item was not previously presented and will not be presented, in any form, to any other person.
- (h) Security Procedures. You understand that Bank has implemented its security procedure for the purpose of verifying the authenticity of the instructions transmitted to Bank by you and not for the purpose of detecting errors in such instructions. You agree that this procedure constitutes a commercially reasonable method of providing security against unauthorized transactions. You acknowledge and agree that the security procedures are in addition to any security procedures set forth in the Master Agreement. You further agree to provide the information contained the First Desktop Banker Setup Form as account setup instructions. The Bank shall not be responsible for any losses which may occur as a result of your failure to update the First Desktop Banker Setup Form

6. ESCROW MANAGEMENT SERVICES.

- (a) Purpose. To provide a single master account which is linked to one or more sub-accounts for purposes of account management
- (b) Master Account The Bank's Escrow Management Service shall consist of a single master account (the "Master Escrow Manager Account"), and one or more sub-accounts linked to the Master Escrow Manager Account (individually, a "Sub-account and collectively, the "Sub-accounts", and the Master Escrow Manager Account and the Sub-accounts are sometimes referred to individually as an "Escrow Manager Account" or collectively as the "Escrow Manger Accounts"). The Master Escrow Manager Account and all such linked Sub-accounts shall be included on one (1) combined monthly statement. Client shall open a Master Escrow Manager Account by complying with the Bank's procedures in effect from time to time for opening a business deposit Account. In addition to the terms and conditions herein, the Master Escrow Manager Account and all Sub-accounts shall be subject to the Bank's account rules and regulations in effect from time to time which are applicable to the business deposit Accounts selected by Client when utilizing the Escrow Manager Service
- (c) Sub-Accounts Once the Master Escrow Manager Account has been opened, Client may open from time to time as many Sub-accounts as may be needed by Client. Client shall establish each Sub-account by completing such form(s) as the Bank may require from time to time.

The Master Escrow Manager Account to which a Sub-account is linked will be identified, and the Sub-account will be deemed to have been opened when the opening deposit is posted to the Sub-account

- (i) All transactions in the Sub-accounts shall be made through the Master Escrow Manager Account. Each Authorized User is authorized to initiate transactions in each Sub-account. Client may initiate Sub-account transactions by submitting written or electronic requests ("Transaction Requests") using the Bank's Sub-account form procedures in effect from time to time. Bank will post each Transaction Request deposit or other credit to the Master Escrow Manager Account and then transfer the respective funds to the Sub-account identified in the respective Transaction Request. Cash back shall not be permitted on any deposit. Bank will post each Transaction Request, withdrawal or other debit transaction to the Sub-account identified in the respective Transaction Request, and transfer funds from the Sub-account to the Master Escrow Manager Account and then, if requested in the respective Transaction Request, disburse those funds via check, wire transfer order or other written debit instruction in form acceptable to Bank, provided, however, Bank reserves the right to not disburse any Sub-account funds directly to a third party, but in lieu thereof, to transfer funds, as requested by Client, to another Client Account for further disbursement by Client. Incoming funds transfer payment instructions, including Fed Wire, Automated Clearing House, or any other funds transfer system in which Bank is participating, must comply with the Bank's specifications, which may change from time to time at Bank's sole discretion. Client shall not authorize any more than six (6) debit transfers in an interest bearing Sub-account (via a Transaction Request) each month from any Sub-account
 - (ii) Client agrees and acknowledges that Bank is serving as a depository for the funds held in the Accounts solely as an accommodation to and at the request of Client. No Sub-account Party shall have any ownership interest in the Master Escrow Manager Account or any related Sub-account, each such Sub-account being owned by and established solely for the convenience of Client and at Client's request. No Sub-account Party shall be authorized to authorize or direct any transaction in any Sub-account. However, if Bank receives a claim to a Sub-account from a Sub-account Party or another third party, including, without limitation, service of any legal process, including, without limitation any attachment, levy, restraining order, subpoena or any other claim with respect to the Master Escrow Manager Account and/or any Sub-account established thereunder, Bank may restrict the use of the Master Escrow Manager Account and/or such Sub-account related thereto, including, without limitation, placing a hold on any funds in the Master Escrow Manager Account or any Sub-account related thereto until it receives a dispositive court order, an instruction (in form and substance acceptable to Bank) that is signed by Client and the Sub-account Party or other third party, or any other resolution that Bank, in its sole discretion, deems satisfactory
 - (iii) Bank shall have no duty to honor payment orders except out of the Sub-account that is properly identified in the Transaction Request and only to the extent there is a collected, available balance in the Sub-account. Bank shall have no obligation to inquire into the validity or genuineness of any transaction, circumstance, instrument, agreement, undertaking or document delivered to Bank by Client or any third party and related to any Account.
- (d) Customer's Representation and Warranties
- (i) By submitting a request to open a Sub-account, Client represents and warrants to Bank that Client has the legal authority to establish and operate the Sub-account;

and that Client has properly identified the party named on the Sub-account (individually, a "Sub-account Party" and collectively, the "Sub-account Parties"), that the Sub-account Party's signature on the taxpayer identification number certificate (W-9) submitted to Bank by Client in connection with such Sub-account is genuine and authorized, and that none of the Sub-accounts, and none of the funds deposited in any of the Sub-accounts, has or will be used in any manner to consummate any criminal activity or to facilitate money laundering, terrorist activities or other violations of applicable laws or regulations.

- (ii) Client agrees to take such further actions, and execute, acknowledge, deliver and file of public record such agreements, instruments, undertakings, certificates, affidavits and other documents, as Bank may reasonably request from time to time to (a) carry out the intent of the Client's Escrow Manager Account, (b) fulfill Client's obligations with regard to the Client's Escrow Manager Account, or (c) assist Bank in complying with any legal process served on Bank or any regulatory compliance obligations Bank may have with respect to such Escrow Manager Account, or any Sub-account related thereto. The Client is responsible for obtaining a properly executed W-9 from each Sub-account Party and will liable and responsible to pay the Bank for all penalties assessed due to incorrect or missing tax identification numbers reported to the Internal Revenue Service (IRS) on all applicable Sub-accounts that are maintained by the Client.
- (e) Rejection of Request Bank shall have the right to reject any Transaction Request for any reason, including but not limited to Bank's receipt of an incomplete or illegible Transaction Request. If Bank rejects any Transaction Request, Bank will attempt to notify Client by telephone, electronic transmission, FAX or any other reasonable means within a reasonable time of rejection of the Transaction Request. However, Bank shall not be liable to Client for any losses due to any failure or delay in notifying Client or rejecting the Transaction Request. Client hereby authorizes Bank to rely on any Transaction Request that Bank believes in good faith to be both genuine and authorized or signed by an Authorized User.
- (f) Inconsistent Name or Number Bank shall not be responsible for detecting errors in any Transaction Request and Bank may rely on the Master Escrow Manager Account number, and on either the Sub-account number or the Sub-account Party name, in the event they conflict on the Transaction Request.
- (g) Use of Master Account Client shall not use the Master Escrow Manager Account as an operating account, and Client shall only use the Master Escrow Manager Account for transactions related to the Sub-accounts. Client agrees to utilize, maintain and administer its Sub-accounts in accordance with applicable laws and regulations and Client's relationships, contractual or otherwise, with its Sub-account Party(ies). Client, not Bank, shall be responsible for maintaining adequate records identifying each party for whose benefit a Sub-account has been established. Client shall have the responsibility to verify that the Escrow Manager Account satisfies any legal requirements applicable to Client's business, and Bank shall have no responsibility or obligation to determine whether the Escrow Manager Account satisfies any legal requirements applicable to Client's business and has no duty of inquiry with regard to the same.
- (h) Legal Compliance.
 - (i) Without limiting the foregoing, Client agrees that all interest and other earnings on each Sub-account, if any, and all disbursements from the Sub-account, shall be applied by Client as required under all laws applicable to Client, and/or by Client's contractual obligations with its respective Sub-account Parties, and Bank shall have no obligation with respect thereto.

(ii) Bank shall not be deemed to be an escrow agent for or on behalf of Client or any Sub-account Party, or to have duties to anyone other than Client, nor shall Bank be deemed to owe any fiduciary duties to any Sub-account Party or other third party, except strictly to the extent required by applicable law. As between Bank and Client, it shall be solely Client's responsibility to determine whether interest must be paid by Client to any Sub-account Party on funds held in any Sub-account, and how and to what extent the funds credited to a Sub-account, or interest thereon must be paid under applicable laws and regulations and/or any contractual agreements between Client and such Sub-account Party. Client shall be solely responsible for paying such interest to the extent the amount of interest, if any, credited by Bank to a Sub-account is less than the amount Client is obligated to pay the respective Sub-account Party. Bank shall be under no duty to apply the funds in any Master Escrow Manager Account or in any Sub-account related thereto in any specific manner required by applicable laws or regulations except strictly to the extent such law or regulations expressly impose a duty on Bank (as opposed to Client). Bank shall not be liable for any error or mistake of fact or law, or for anything else which Bank may do or refrain from doing in connection with the Bank's Escrow Manager Service, to the extent Bank's actions or omissions do not involve gross negligence or willful misconduct.

(i) Bank's Duties Bank shall have no duty to inquire whether any withdrawals or disbursements from any Sub-account or the Master Escrow Manager Account will violate laws or regulations applicable to Client or the contractual or other rights of a Sub-account Party with respect to such Sub-account or the Master Escrow Manager Account.

(j) Account Closing All Sub-accounts linked to the Master Escrow Manager Account must be closed before Client may close the Master Escrow Manager Account. Client must appear at Bank in person to close the Master Escrow Manager Account. Bank may close one or more Sub-accounts or all Sub-accounts and the Master Escrow Manager Account at any time and for any reason, in its sole discretion.

7. LINE OF CREDIT SWEEP SERVICE.

(a) Purpose Customer appoints Bank as its agent to sweep funds to and from its account identified in the account set-up form (Sweep Account) in order to maintain the balance indicated as the Target Balance on the account set-up form.

(b) Authorization The Bank is authorized on a daily basis to (i) If the Sweep Account collected balance is below the Target Balance, the Bank will process an advance on the Customer's Line of Credit and transfer funds to the checking account to satisfy the Target Balance on the checking account, or (ii) if the Sweep Account balance is above the Target Balance, the Bank will transfer funds from the Sweep Account to pay the outstanding principal balance on the Line of Credit. "Target Balance" shall mean the threshold dollar amount of collected funds which must be in the Account before a Transfer will be affected from funds in excess thereof. The Target Balance may be changed from time to time by the Bank in its sole discretion and without advance notice based upon its periodic analysis of the level of activity in the Account. "Transfer" shall mean a transfer of the Client's collected funds from the Account to the Line of Credit or from the Line of Credit to the Account.

(c) Insufficient Balances The customer acknowledges that if there are insufficient Available Balances on the Line of Credit to complete the automatic transfer to satisfy the Target Balance, the Bank will utilize the Line of Credit balances that are available to complete the instructions up to the available balance on the Line of Credit. If there are no available balances on the Line of Credit, the Bank will not perform the transfer from the Line of Credit to the Checking Account.

Any applicable fees and charges relating to the Checking Account for overdrafts due to the above will be due and payable by the Customer.

8. **EXECUBANC BUSINESS INTERNET BANKING SERVICE.**

- (a) **Purpose.** The bank agrees to make certain services available to you via the Execubanc Business Internet Banking system which will provide you means of connection of a personal computer linked to the Bank's server via the internet. The Bank may delete or add additional services in its sole discretion. When practical, the Bank will provide you with advance notification of such changes
- (b) **Transaction Entry.** Customer is responsible for the proper entry of any transaction entered through the Execubanc Business Internet Service including, but not limited to, correctly keying into the system information related to the transaction.
- (c) **Security Procedures**
 - (i) You agree to provide any additional information which the Bank may reasonably request in order to process transactions using the Execubanc service. If you fail to provide the necessary information, Bank may terminate the Agreement
 - (ii) You understand that the Bank is implementing its security procedures for the purpose of verifying the authenticity of instructions transmitted to the Bank by you and not for the purpose of detecting errors in such instructions. You agree that these procedures constitute a commercially reasonable method of providing security against unauthorized transactions. You acknowledge and agree that these security procedures are in addition to any security procedures set forth elsewhere in this Agreement. The Bank is only responsible to limit transactions to those authorized for their log on ID and password.
- (d) **Availability.** Execubanc will be available 24 hours a day, 7 days a week for inquiry and transaction processing. These hours are subject to change at the Bank's discretion. For purposes of this service, business day is any day Monday through Friday, which is not a legal holiday for the Bank. A Customer transaction request is considered accepted by the Bank when the Bank executes it. If a customer's request for a funds transfer is received prior to the Bank's deadline for these transfers it will be executed by the Bank that Business day. A Customer transaction request received by the Bank after the Bank's deadline for this transfer, it may be executed the next business day. Funds transfer deadlines are subject to change from time to time at the sole discretion of the Bank

9. **COMMERCIAL SWEEP REPURCHASE AGREEMENT SERVICE.**

THIS OBLIGATION IS NOT FDIC INSURED OR OTHERWISE GUARANTEED BY THE FDIC OR FIRST NATIONAL BANK OF PENNSYLVANIA AND THE OBLIGATION IS SUBJECT TO RISK OF LOSS OF SOME OR ALL OF YOUR INVESTMENT.

- (a) **Purpose.** From time to time the parties hereto may enter into transactions in which "Seller" agrees to transfer to "Buyer", securities or financial instruments ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and shall be governed by this Agreement

(b)

Definitions

(i) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law, or such party seeking the appointment of a receiver, trustee, custodian or similar official for such party or any substantial part of its property or (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days of filing, (iii) the making by a party of a general assignment for the benefit of creditors or (iv) the admission in writing by a party of such party's inability to pay such party's debts as they become due,

(ii) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph (d) hereof,

(iii) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of a percentage (which may be equal to the percentage that is agreed to as the Seller's Margin Amount under subparagraph (xvii) of this Paragraph (b)), agreed to by Buyer and Seller prior to entering into the Transaction, to the Repurchase Price for such Transaction as of the repurchase date,

(iv) "Cancellation", the meaning specified in Paragraph (c) hereof,

(v) "Interest", with respect to any Security as of any date, the principal thereof then payable and all interest, dividends or other distributions thereon,

(vi) "Margin Deficit", the meaning specified in Paragraph (d) hereof,

(vii) "Margin Excess", the meaning specified in Paragraph (d) hereof,

(viii) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the Buyer and Seller as the most recent closing bid quotation from such a source, plus accrued income to the extent not included therein (other than any income credited or transferred to, or applied to the obligations of Seller pursuant to Paragraph (e) hereof) as of such date (unless contrary to market practice for such Securities),

(ix) "Price Differential", with respect to any Transaction hereunder as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 365 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction),

(x) "Pricing Rate", per annum percentage rate for determination of Price Differential,

(xi) "Prime Rate", the prime rate of U S money center commercial banks as published in The Wall Street Journal,

(xii) "Purchase Date", the date on which Purchased Securities are transferred by Seller to Buyer,

(xiii) "Repurchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph (d) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to

Paragraph (e) hereof or applied to reduce Seller's obligations under Paragraph (e) hereof.

(xiv) "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefore in accordance with Paragraph (f) hereof. The term "Purchased Securities" with respect to any Transaction at any date shall include Additional Purchased Securities delivered pursuant to Paragraph (d) (i) and shall exclude Securities returned pursuant to Paragraph (d) (ii),

(xv) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph (d) (j) or (k) hereof,

(xvi) "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination, increased by any amount determined by the application of the provisions of Paragraph (k) hereof.

(xvii) "Required Margin Amount", with respect to any Transaction as of any date, the amount determined by application of a percentage (which may be equal to the percentage that is applied to as the Buyer's Margin Amount under subparagraph (ii) of this Paragraph) agreed to by Buyer and Seller prior to entering into the Transaction, to the Repurchase Price for such Transaction as of such date.

(xviii) National Bank is the "Seller" and the Client is the "Buyer"

(c) Initials, Confirmation, Termination

(i) An agreement to enter into a Transaction may be made orally or in writing at the initiative of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

(ii) Upon agreeing to enter into a Transaction hereunder, Seller shall promptly deliver to Buyer a written confirmation of each Transaction (a "Confirmation"). The written confirmation may be provided to a person or other person or agent designated in writing by Buyer to receive such confirmation(s), provided, such designation complies with applicable law. The written confirmation may be provided electronically or by fax to the Buyer or his/her authorized designee. The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth: (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Rate applicable to the Transaction, (v) identity of issuer of security, (vi) security maturity date, (vii) market value of security, (viii) the CUSIP or mortgage pool number of the underlying security, and (ix) any additional terms or conditions of the Transaction inconsistent with this Agreement. Also written confirmations shall be provided to the buyer or his/her authorized designee by the end of the day on which new securities are substituted for the existing underlying security. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

(iii) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice by telephone or otherwise on or prior to the business day on which such termination is to be effective. On the date specified in such demand, or on the date fixed in the Transaction in the case of Transactions having a fixed term, all Transactions heretofore made shall terminate.

Term of the Transaction or Transactions will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph (e) hereof) after the transfer of the Repurchase Price by Seller to the account of the Buyer

(d) Margin Requirement

(i) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transaction (a "Margin Deficit"), then Buyer shall by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon not exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller)

(ii) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transaction, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer)

(iii) Any cash or Securities transferred pursuant to this Paragraph shall be attributed to such Transaction and shall be agreed upon by Buyer and seller

(iv) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the right of either Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess exceeds a specified amount or a specified percentage of the Repurchase Prices for such Transaction (such amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions)

(v) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the right of either Buyer and Seller under subparagraphs (i) and (ii) of this Paragraph may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

(e) Income Payment Where a particular Transaction's term extends over an Income payment on the Securities subject to that Transaction, Buyer shall, as the parties may agree with respect to such Transaction (or, in the absence of any agreement, as Buyer may reasonably determine in its discretion), on the date such Income is payable either debit or credit to the account of Seller an amount equal to such Income payment. Payments with respect to any Purchased Securities subject to such Transaction shall apply the Income payment or payments to reduce the amount to be transferred to Buyer by Seller upon termination of the Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit

- (f) **Security Interest** Although the parties intend that all transactions hereunder be sales and not loans, in the event any such Transactions are deemed to be loans, the Securities shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all proceeds thereof. A copy of this agreement shall be given to the entity wherein such purchased securities are held so that such entity is aware of Seller's interest in Purchased Securities and the Security Interest granted under Paragraph (f).
- (g) **Payment** Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documents as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer. As used herein, the term "transfer" is intended to have the same meaning as in the Regulations governing transfers of the Securities.
- (h) **Segregation of Purchased Securities** All Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as such to Buyer. Also the Buyer's ownership interest in specific securities shall be identified. Segregation may be accomplished by appropriate identification of Buyer's securities in the books and records of the holder, Federal Reserve Bank of Cleveland, a financial intermediary or a clearing corporation or other equivalent clearing arrangement. Title to all Purchased Securities shall pass to Buyer upon delivery. Notwithstanding the above, nothing in this Agreement shall preclude Seller from engaging in repurchase transactions with the Purchased Securities or causing pledging or hypothecating the Purchased Securities, but no such action shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraphs (c), (d) or (k) hereof, or of Buyer's obligation to credit or pay some portion of its net income to the obligations of Seller pursuant to Paragraph (e) hereof.

Required Deliveries in Which the Seller Retains Custody of the Purchased Securities

Seller is not and therefore the right to substitute Seller's own securities to liens granted by Seller to re-segregate any lien or title granted to other securities for those subject to this Agreement must be maintained at all times, unless in this Agreement the right to substitute Seller's securities will likely be commingled with Seller's securities, they may be subject to liens granted by third parties and may be used by Seller for deliveries on behalf of Buyer whenever the securities are commingled, Seller's ability to substitute securities.

- (i) **Events of Default** The events of default shall be (i) Seller fails to repurchase or Buyer fails to transfer to Seller the applicable Repurchase Date, (ii) Seller or Buyer fails, after the applicable Repurchase Date, to comply with Paragraph (d) hereof, (iii) Buyer fails to comply with Paragraph (e) hereof, (iv) an Act of Insolvency occurs with respect to Seller or Buyer, (v) any representation made by Seller or Buyer shall have been found to be materially false on the material respect when made or repeated or deemed to have been made or repeated, (vi) Seller or Buyer shall admit to the other its inability to, or its failure to, perform any of its obligations hereunder (each an "Event of Default").

(i) At the option of the non-defaulting party, exercised by written notice to the defaulting party, the Repurchase Date shall be deemed to have been exercised, even if no notice is given, in the event of an Act of Insolvency), the Repurchase Date shall be deemed immediately to occur.

(ii) In the event that the defaulting party is the Seller, if the non-defaulting party exercises the option referred to in subparagraph (i) of this Paragraph, the defaulting party's obligations hereunder to repurchase all Purchased Securities Transactions shall thereupon become immediately due and payable. Notwithstanding anything to the contrary that may be stated or implied by any document, the Repurchase Price with respect to such Transaction shall be increased by the aggregate amount obtained by the greater of the Pricing Rate for such Transaction or the Repurchase Price for such Transaction as of the Repurchase Date determined pursuant to subparagraph (a) of this Paragraph (decreased as of the date of exercise) retained by the non-defaulting party with respect to such Transaction. (A) any proceeds from the sale of such Securities pursuant to subparagraph (iv) of this Paragraph, and (C) any amount received by the non-defaulting party pursuant to subparagraph (a) of this Paragraph on a 365 day per year basis for the actual number of days from the date of the Event of Default giving rise to such Transaction to the date of payment of the Repurchase Price as so determined. (iii) The Repurchase Price shall be retained by the non-defaulting party and applied to the aggregate unpaid Repurchase Prices for all such Transactions. (iv) the defaulting party shall immediately deliver to the non-defaulting party all such Purchased Securities subject to such Transactions then in existence.

(iii) If the defaulting party is the Buyer, upon tender by the non-defaulting party of the aggregate Repurchase Prices for all such Transactions, title and interest in all Purchased Securities shall be deemed transferred to the non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.

(iv) A notice of the occurrence of an Act of Insolvency shall be deemed to have occurred, and which may be the notice given under Paragraph or the notice referred to in the first sentence of this Paragraph if the defaulting party may

(v) as a remedy, if the defaulting party is the Seller, (A) immediately sell, in its sole discretion, all such Purchased Securities subject to such Transactions and the aggregate unpaid Repurchase Prices and any other amounts due to the non-defaulting party hereunder or (B) in its sole discretion elect, in its sole discretion, to give the defaulting party cash or cash equivalents in an amount equal to the price therefore on such date, from any recognized source or the most recent closing bid from any recognized source or the most recent closing bid from any recognized source; and as to Transactions in which the defaulting party is the Buyer, (A) purchase securities ("Replacement Securities") in an amount equal to the price therefore on such date, from any recognized source or the most recent closing bid from any recognized source or the most recent closing bid from any recognized source, to be delivered to the non-defaulting party as required hereunder or (B) in its sole discretion elect, in its sole discretion, to give the defaulting party cash or cash equivalents in an amount equal to the price therefore on such date, from any recognized source or the most recent closing bid from any recognized source or the most recent closing bid from any recognized source.

(vi) A party shall be deemed to be the defaulting party if the defaulting party is acting as Buyer, the defaulting party shall be deemed to be the defaulting party (i) with respect to Purchased Securities (other than Replacement Securities), for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities therefore over the price paid (or deemed paid) for such Purchased Securities and (ii) with respect to Additional Purchased Securities, for any excess of the price paid (or deemed paid) by the non-defaulting party for such Additional Purchased Securities hereunder. In addition, the defaulting party shall be liable to the non-defaulting party for interest on such remaining liability with respect to each purchase of Replacement Securities from the date of such purchase until paid in full by Buyer. Such interest shall be at a rate equal to the Floating Rate for such Transaction or the Prime Rate.

(vii) If Seller exercises its option under Paragraph (j), the Repurchase Price for each Transaction hereunder shall be the Repurchase Price for such Transaction determined as of the date of the exercise of such option by the non-defaulting party of its option under Paragraph (j).

(viii) Seller shall be liable to the non-defaulting party for the amount of all losses incurred by the non-defaulting party in connection with an Event of Default, together with interest thereon at a rate equal to the Floating Rate for the relevant Transaction or the Prime Rate.

(ix) Seller shall have, in addition to its rights hereunder, any rights which it may have under any other agreement or applicable law.

(j) Seller and Buyer shall jointly and severally acknowledge they have entered hereinto and will remain bound hereunder in consideration of and in reliance upon the fact that Seller and Buyer constitute a single business and contractual relationship in consideration of each other. Accordingly, each of Buyer and Seller shall perform all of its obligations in respect of each Transaction hereunder and shall be deemed to be in default in the performance of any such obligations in respect of all Transactions hereunder, (ii) that each of Seller and Buyer shall own, claim and apply property held by them in respect of any Transaction hereunder and any other Transactions hereunder, and any payments, deliveries and other transfers made by either of them shall be deemed to have been made in consideration of the other and shall be deemed to have been made in consideration of the other and netted.

(k) Use of Plan

(i) Seller and Buyer shall not use any plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party in connection with any Transaction, the Plan Party shall so notify the other party in writing. If the Plan Party shall represent in writing to the other party that the use of such plan shall constitute a prohibited transaction under ERISA or that the other party may proceed in reliance thereon but shall not be deemed to be in reliance thereon.

(ii) In the event of a Transaction hereunder pursuant to subparagraph (i) of this Paragraph, any such Transaction shall be deemed to be a Transaction if the Seller furnishes or has furnished to Buyer its most recent audited financial statements and its most recent balance sheet reflecting its financial condition.

(iii) In the event of a Transaction hereunder pursuant to this Paragraph, Seller shall be deemed to have provided the most recent audited financial statements, and the date of Seller's latest such financial statements,

the Seller has undertaken to sell the securities to Buyer. Seller agrees to provide Buyer with future audited and unaudited financial statements of the Seller and its subsidiaries, including a balance sheet, as they are issued, so long as it is a Plan Party. Seller agrees to provide Buyer with future audited and unaudited financial statements of the Seller and its subsidiaries, including a balance sheet, as they are issued, so long as it is a Plan Party.

(l) **Interim Repurchase Agreement.** The Seller agrees that the repurchase agreement (except for the terms of the Transaction) shall be subject to such Transaction or the term of such Transaction (whichever is inapplicable), and a "securities contract" as defined in Section 11 of the United States Code, as amended. It is understood that the Seller shall have the right to liquidate Securities delivered to it in connection with the Transaction or to exercise any other remedies pursuant to the repurchase agreement or to liquidate such Transaction as described in Section 11 of the United States Code, as amended.

(m) **Disclosure.** The parties acknowledge that they are not insured by the FDIC. The parties acknowledge that the funds held by the financial institution pursuant to the repurchase agreement are not insured by the FDIC and are subject to investment risk.

(n) **Notification.** The Seller agrees to notify the Buyer of those agreements should the institution fail to comply with the FDIC requirements.

Under your repurchase agreement, First National Bank, funds are automatically withdrawn from your demand deposit account to purchase United States government issued securities that have a maturity date later than the purchase price. First National Bank is obligated to repurchase the securities at a greater date at a greater price. Any funds in your demand deposit account are insured by the FDIC to the extent of its deposit insurance limit. Funds that are invested in United States government issued securities are not FDIC insured. In the event of the failure of First National Bank, the funds you will be a secured creditor of the institution and First National Bank will repurchase those securities from you in accordance with the terms of the repurchase agreement.

10. CONTROLLED DISBURSEMENTS AND VOUCHER PAYMENTS

(a) **Purpose.** The Client acknowledges that it is possible the dollar value of its checks that have been presented to the Bank for payment may exceed the amount of the controlled disbursement which it can determine by taking advantage of the Bank's controlled disbursement process.

(b) **Bank's Duties.** On or before the next banking day following the controlled disbursement reporting deadline established by the Bank, the Bank shall make the controlled disbursement amount available to Client:

- (i) If the Client has agreed to fully fund the controlled disbursement amount, the Bank shall make the controlled disbursement amount ("Fully Funded Amount");
- (ii) In the event the Client has not agreed to fully fund the controlled disbursement amount, the Bank shall make the controlled disbursement amount less the amount of checks drawn on the account;

(c) **Client Acknowledgment.** The Client acknowledges that the Fully Funded Amount equals the dollar amount of the controlled disbursement amount held against the Client's controlled disbursement account on the applicable banking day. The Client has requested that the Bank make the controlled disbursement amount available to the Client.

(d) **Presented Checks.** The Client agrees to present checks to the Bank on the banking day prior to the Bank's then current processing of the controlled disbursement amount against the controlled disbursement account.

- (e) **Available Funds.** If the Client requests a withdrawal from the account and the Bank has insufficient funds on or before 3:00 p.m. Eastern Standard Time, the Bank may debit the Client's account for the amount of the withdrawal up to the Available Funds Amount, which the Bank is authorized to debit from the account as of the date of the withdrawal.
- (f) **Insufficient Funds.** If the Client requests a withdrawal from the account and the Bank has insufficient funds in the account at the required time, Bank may dishonor and return the check or other instrument presented against the account in the order of the Client. Furthermore, Bank may, in its sole discretion, pay one or more of the checks or other instruments presented against the account, even if such payment overdraws the account, provided the Client has received receipt of a timely and effective stop payment request on such check.
- (g) **Stop Payment.** Client may request a stop payment on any check drawn against the account by controlled disbursement or other means acceptable to Bank. Such stop payment request must be received by the Bank within a reasonable time after Bank receives such request, but no later than the banking day following the banking day in which the Bank receives such request. The Bank is not liable for payment of a check after a stop payment request before the request becomes effective under the provisions of this section, the Client's right to request that payment be stopped shall not extend past the time allotted to the Bank under applicable law to return the check or give notice of its dishonor or non-payment.

11. POSITIVE PAY SERVICE

- (a) **Purpose.** Bank will provide the Positive Pay Service to reduce the number of forged or altered checks that are presented for payment against the Client's account.
- (b) **Client Responsibilities.**
 - (i) Client shall submit a Check Issue Report describing checks drawn by Client on the account.
 - (ii) The Check Issue Report shall separately state the check number and the exact amount of each check drawn against the Client's account since Client submitted the last Check Issue Report.
 - (iii) The Client shall submit the Check Issue Report to the Bank in the format and medium, by the date and time specified in the Client's agreement, and at the place(s) specified by the Bank.
- (c) **Payment of Presented Checks.** The Bank shall compare the amount of each presented check against each Check Issue Report received by the Bank.
 - (i) The Bank may pay each presented check that matches by check number and amount with any Check Issue Report. The Bank shall not be liable for payment of Positive Pay Items with respect to stale dates, endorsements or material alterations and shall not be liable for payment of such items subject to applicable stop payment orders, provided there is availability of adequate funds in the account.
 - (ii) The Client shall provide a Check Report in the format and medium, and at the time and place specified in the Client's agreement, which indicates whether the Bank has received any Exception Checks and, if so, the check number and amount of any such Exception Check.
 - (iii) The Client shall submit the Check Report daily and inform the Bank by the time and place specified in the Client's pay or return decision.

- (d) **Payment and Discharge** The Bank may finally pay and charge to the Client's account any Exception Check that the Client has not objected to such payment in a timely return request. The Bank may finally pay and charge to the Client's account any Exception Check that the Client has not objected to such payment in a timely return request.
- (i) A return request by the Client and shall be received by the Bank in the format, medium and by the time and place specified by the Bank and agreed to by the Client.
 - (ii) The Bank shall not be liable to return to the Client any Exception Check that the Client has not objected to such payment in a timely return request.
 - (iii) The Bank shall not be liable to return to the Client any Exception Check that the Client has not objected to such payment in a timely return request.

- (e) **Client and Bank Communications**
- (i) The Client and the Bank may each submit to the other party a revision for under this Agreement. The revised communication may be in the form of a partial amendment to the original communication, and the revised communication shall be in the form of a partial amendment to the original communication.
 - (a) A communication shall be deemed to be received by the Client if it is received by the Client at the place and time specified in the communication.
 - (b) A communication shall be deemed to be received by the Bank if it is received by the Bank at the place and time specified in the communication.
 - (c) A communication shall be deemed to be received by the Client if it is received by the Client at the place and time specified in the communication.
 - (ii) A proper communication serves to revoke the original communication.
 - (iii) The Bank shall not be liable for any Exception Check Reports that comply with this agreement and were not revoked in the preparation of Exception Check Reports.
 - (iv) The Bank shall not be liable for any Exception Check Reports that comply with any pay request or return request received by the Bank on or before the deadline, or at a place not permitted under this Agreement, or at a place not permitted under this Agreement as though it had not been received by the Bank.
 - (v) The Bank shall not be liable for any Exception Check Reports that comply with any pay request or return request received by the Bank on or before the deadline, or at a place not permitted under this Agreement, or at a place not permitted under this Agreement as though it had not been received by the Bank.

- (f) **Remedies**
- (i) To the extent that the provisions of U.C.C. Article 3 and 4 shall govern this Agreement, the provisions of U.C.C. Article 3 and 4 shall govern this Agreement.
 - (ii) It shall be the responsibility of the Client to notify the Bank if the Bank pays an Exception Check Report unless the Client issued a pay request. In the event that the Client fails to do so, the Client shall be liable to the Bank for the lesser of the amount of the Exception Check or the Client's actual damages resulting from the payment of the Exception Check.
 - (a) The Client shall be liable to the Bank for the lesser of the amount of the Exception Check or the Client's actual damages resulting from the payment of the Exception Check.
 - (b) The Bank shall not be liable for any Exception Check Reports that comply with any pay request or return request received by the Bank on or before the deadline, or at a place not permitted under this Agreement, or at a place not permitted under this Agreement as though it had not been received by the Bank.

- (c) ... s the ... U.C. ... 4-406(a) and 4-406(c). The Bank's wrongful ... a failure of the Bank to have exercised ... allocation provisions of U.C.C. Sections 3- ...
- (d) ... s U ... ag: ... r ... assert the defense that the Client has sustained ... the Bank's honor of the Exception Check ... redness of the Client.
- (g) **Wrongful Dishonor** ... Bank if the Bank ... pursuant to a pr ... d ... w, it shall constitute wrongful dishonor by the ... Bank that the Bank has been ordered to pay
- (i) The Bank li ... the dam ... s ... w ... r ... honor of an Exception Check shall be limited to ... overable under U.C.C. Articles 3 and 4
- (ii) Notwith ... dishon ... w ... r ... shall have no liability to the Client for wrongful ... dish, returns an Exception Check:
- (a) ... at ... / ... e ... not properly payable; or
- (b) ... r ... fr ... w ... funds on deposit in the account; or
- (c) ... ec ... o ... r ... service of legal process on the Bank or the ... rment authorities or courts
- (h) **Rightful Payment** ... d ... r ... d ... d ... d in Section (f)(iv) below.
- (i) If the ... honor ... Except ... d ... r ... Bank in accordance with this Agreement, such ... waives any right it may have to assert that the ... under U.C.C. Section 4-401.
- (ii) If the ... dishon ... the dis ... d ... r ... Bank in accordance with this Agreement, the ... waives any right it may have to assert that ... Section 4-402
- (iii) The Cl ... ng ... return ... e ... s ... ordinary care whenever it rightfully pays or ... h the provisions of the Agreement.
- (i) **Faulty Inform** ... damages, pro ... dishonor of a ... Bank, in acco ... t ... r ... for any losses, other than consequential ... check that was not properly payable or its ... honor or dishonor occurred because the
- (i) Shou ... hav ... n ... p ... tion Check Report but failed to do so, or
- (ii) Show ... the ... wrong ... k ... discl ... or ... Exception Check Report but referenced the ... provided the Client with timely information that
- (j) **Assignment** ... assigns to the ... bank to reco ... 207, 4-208, a ... r ... l ... fers a loss under the Agreement, the Bank ... should have against a depositor or collecting ... of warranty under U.C.C. Sections 4-

12. BUSINESS BILL PAYMENT SERVICE

- (a) **Purpose.** Client authorizes the Bank to initiate the bill payment orders to the Bank on the Client's behalf. For example, a vendor bill is sent to whomever the Client designates.
- (b) The Client agrees to the Service provided to the Client.
- (c) The Client further agrees to only employees and other authorized persons and approve such bill payments.
- (d) The Client authorizes the Bank to debit the Client's account(s) upon execution and issuance of payment orders.
- (e) If the account(s) used for payment orders to us are made, we may bill the Client for the authorization of such account(s).
- (f) The Bank, when acting as a bill payment processor, shall not be obligated to send written advice of any payment order or receipt or confirmation thereof other than on your periodic statement. If the Bank rejects any payment order before the business day following the date of the payment order, we shall have no liability to the Client for the rejection of any such payment order or the fact that we did not notify the Client of such rejection.
- (g) Unless we advise the Client to the contrary, the Client shall follow the same security procedures as the Client's bill payee. The Client shall have no absolute right to cancel or amend a payment order after we have received it.
- (h) The Bank shall, upon receipt of a payment order or amendment of a payment order, act on your request for cancellation or amendment of such payment order, but we shall have no liability for such cancellation or amendment if not effected.
- (i) The Client acknowledges that requests at least 10 days prior to any actual "due date" associated with the bill payment order is necessary to allow for the preparation of the bill payment order by mail, and eventual processing by the intended third-party payee. Due to the number of other entities that must be involved in the preparation of the bill payment order, the Bank is in no way responsible for delay in the delivery of Bill Payment remittances.

First National Bank

By _____

Name: TIFFANY S KULPOWICZ

Title AVP, TREASURY MANAGER

Date

DAUPHIN COUNTY

(Name of Company)

By _____

Name:

Title

Date