

#20161214E

Resolution #35-2016

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# Resolutions for Extensions of Credit And Incumbency Certificate



As of this 14 day of December, 20 16, the undersigned certifies as follows to PNC Bank, National Association ("Bank"):

1. **Name of Entity:** County of Dauphin ("Entity")
2. **Organizational Documents:** If requested by the Bank, attached hereto (unless previously delivered to the Bank) is a true, complete and correct copy of the Entity's organizational documents, with all amendments thereto as in effect on the date hereof.
3. **Adoption of Resolutions:** The Entity is a(an) government agency based in or organized under the laws of the Commonwealth of Pennsylvania, and the undersigned officer, general partners, member or authorized representative of the Entity certifies that the following is a true copy of resolutions (the "**Resolutions**") adopted by the Members, Managers, Trustees, Executive Committee, Board of Directors, General Partners, or other governance authority of the Entity pursuant to, and in compliance with, its organizational documents and applicable law, which adoption occurred on a date which is on or before the date of this certificate. The Resolutions now stand of record on the books of the Entity, are in full force and effect and have not been modified or revoked in any manner whatsoever.

4. **Resolutions:**

4.1 **Loans and Extensions of Credit.** Resolved, that any one (1) officer or other authorized representative of the Entity holding one of the titles set forth below, as verified by an incumbency certificate executed by the Secretary or Assistant Secretary or other authorized representative(s) of the Entity:

NAME	TITLE	ACTUAL SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

is hereby authorized, at any time and from time to time: (A) to obtain financial services and products of any kind from the Bank or from any other direct or indirect subsidiary of The PNC Financial Services Group, Inc. (collectively, "PNC"), including but not limited to loans and other products involving the extension of credit; equipment leases; letters of credit; investment sweep products (whether or not related to a credit product); other treasury management services and products; and capital markets services and products, including but not limited to (x) interest or currency swaps, futures, options, collars, caps, floors, forward rate or other interest rate protection or similar arrangements or any foreign currency transaction or similar transaction providing for the purchase of one currency in exchange for the sale of another currency, (y) equity, credit, or other derivative products, and (z) asset securitizations and other receivables financing transactions; (B) to sell to or discount with PNC any personal property (tangible or intangible), at any time held by the Entity and for such purpose to endorse, assign, transfer and deliver the same to PNC or its agent or designee; (C) to guarantee the payment and performance of the indebtedness and obligations of other persons or entities to PNC; (D) to create or cause the creation of any trusts or other special purpose entities required to be established in connection with any product or service obtained from

PNC; (E) to pledge, assign, transfer, mortgage, grant a security interest in or lien on any real or personal property (tangible or intangible) of the Entity to or in favor of PNC as collateral security for the payment and performance of all loans, advances, debts, liabilities, obligations, covenants and duties of the Entity or of any other persons or entities to PNC (whether or not in connection with a guaranty of such other person's or entity's obligations to PNC); (F) to execute, accept, authorize agreement to and/or deliver to or in favor of PNC such agreements, documents and instruments, required or requested by PNC in connection with any of the foregoing products, services or actions, including but not limited to loan agreements, promissory notes or other evidence of indebtedness, guaranties, equipment leases, letter of credit reimbursement agreements, treasury management service agreements, interest rate or currency protection agreements, equity, credit and other derivative documents (on International Swap Dealers Association forms or otherwise), asset securitization and other receivables financing agreements, trust agreements or other indentures, collateral security documents (including but not limited to security agreements, financing statements, pledge agreements, assignments, mortgages or deeds of trust), and any supporting documents required by the terms of any of the foregoing agreements, documents or instruments; all in such form as may be requested by PNC and any of which may contain a warrant of attorney authorizing PNC to confess judgment against the Entity for all sums due or to become due by the Entity to PNC and/or a provision waiving the right to trial by jury; (G) to execute and deliver to or in favor of PNC any amendments, modifications, renewals or supplements of or to any of the foregoing agreements, documents or instruments; and (H) to take any other action requested, required or deemed advisable by PNC in order to effectuate the foregoing resolution, all such other actions being hereby approved, ratified and confirmed.

**4.2 Multiple Requests; Transaction Administration.** Resolved, that in connection with any extension of credit obtained by the persons authorized in Section 4.1 above, (i) any of the persons listed in Section 4.1 (or any other person designated in writing by the designated number of required signers from those listed in Section 4.1) shall be authorized to request multiple draws or advances under an extension of credit, and to perform all other actions and to execute all such documents on behalf of the Entity as are necessary for the administration of the transactions contemplated by the Resolutions, following the execution of the definitive closing documents (collectively, the "**Transaction Administration Actions**"), and (ii) any person shall be authorized to take Transaction Administration Actions if they hold one of the following offices or positions with the Entity (or such other office or position as may hereafter be designated in writing by the designated number of required signers from those listed in Section 4.1): \_\_\_\_\_

**4.3 Ratification.** Resolved, that all past acts of officers, partners or other persons acting on behalf of the Entity, as the case may be, in borrowing or obtaining credit from the Bank and in executing documents or otherwise entering into agreements and giving security on behalf of the Entity are hereby ratified and confirmed.

**4.4 Telephonic and Other Requests.** Resolved, that the Bank is authorized to take any action authorized hereunder based upon: (i) the telephonic or electronic request (including e-mail request) of any person purporting to be a person authorized to act hereunder, (ii) the signature of any person authorized to act hereunder that is delivered to the Bank personally or by facsimile transmission, or (iii) the telex originated by any of such persons, tested in accordance with such testing procedures as may be established between the Entity and the Bank from time to time.

**4.5 General.** Resolved, that a certified copy of these Resolutions be delivered to the Bank and that they and the authority vested in the persons specified herein will remain in full force and effect until a certified copy of a resolution of the Entity revoking or modifying these resolutions and such authority has been delivered to the Bank, and the Bank has had a reasonable time to act thereon.

**5. Incumbency:** Each of the above-named persons holds the office, title or status with the Entity specified in Section 4.1 above, and any signature following a person's name is such person's actual signature.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands as of the date first written above.

[For entities where signatures of individual managers or members / owners are required:]

COUNTY OF DAUPHIN

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Capacity: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Capacity: \_\_\_\_\_

[For entities where signatures of corporations or other entities as managers or members / owners are required:]

COUNTY OF DAUPHIN

By: \_\_\_\_\_  
(Name of manager or member / owner)

By: Jeff Haste  
(Name of manager or member / owner)

Capacity: \_\_\_\_\_

Capacity: Chairman

By: \_\_\_\_\_

By: [Signature]

Print Name: \_\_\_\_\_

Print Name: Jeff Haste

Capacity: \_\_\_\_\_

Capacity: Chairman

**\*NOTE: Countersignature by another officer of the Entity is required when person signing above is designated in Section 4.1 as one of the authorized signers.**

## VISA PURCHASING CARD AGREEMENT

THIS VISA PURCHASING CARD AGREEMENT is made by and between PNC Bank, National Association ("**PNC Bank**") and County of Dauphin (the "**Public Finance Entity**").

This Agreement sets forth the terms and conditions upon which PNC Bank will extend credit to the Public Finance Entity by establishing a Visa Purchasing Card account (the "**Visa Purchasing Card Account**") for the Public Finance Entity, issue to the Public Finance Entity 10 or more Visa Purchasing Cards (each, a "**Purchasing Card**" and collectively, the "**Purchasing Cards**") and perform various Purchasing Card services in connection with the Visa Purchasing Card Account ("**Purchasing Card Services**"). This Agreement shall become effective upon the later of the execution dates (the "**Effective Date**") set forth on the signature page hereof. Unless defined elsewhere herein, capitalized words and terms shall have the meanings given to such words and terms in Paragraph 27.

This Agreement and the Purchasing Card Services hereunder are provided under a group procurement card program (the "**EasyProcure Program**") between EasyProcure, LLC ("**EasyProcure**") and PNC Bank pursuant to an Agreement, effective as of February 18, 2005, as amended (the "**EasyProcure Agreement**"). The EasyProcure Agreement establishes the terms and conditions under which certain public finance entities may seek to obtain purchasing card services from PNC Bank on the terms set forth herein and subject to approval by PNC Bank. The Public Finance Entity understands and agrees that PNC Bank will share information about the Public Finance Entity's Purchasing Card Services with EasyProcure as provided in this Agreement, and further acknowledges and agrees that any Royalty paid in connection with the EasyProcure Program shall be paid to EasyProcure, as provided in Paragraph 6, and that EasyProcure may revise the amount or terms on which such Royalty is paid or determined at any time.

The Public Finance Entity and PNC Bank, intending to be legally bound, hereby create a separate agreement between themselves and agree as follows:

### 1. PURCHASING CARD MINIMUM; CARDHOLDER ACCOUNTS.

To establish and maintain a Purchasing Card Account, the Public Finance Entity must maintain, for purposes of internal reporting, a PNC Bank demand deposit account in the Public Finance Entity's name and a minimum of 10 Purchasing Cards must be issued and outstanding at all times. One subaccount, bearing a distinct account number and selected activity limits (a "**Cardholder Account**"), will be established by PNC Bank for each Purchasing Card requested by the Public Finance Entity and issued. Each Purchasing Card will be issued for use by one or more employees of the Public Finance Entity, as designated by the Public Finance Entity as provided in Paragraph 4 below and whose name or department is imprinted on such Purchasing Card (an "**Authorized Cardholder**").

### 2. BUSINESS PURPOSES.

Purchasing Cards are to be used solely for business purposes and the Public Finance Entity agrees to so advise each Authorized Cardholder. The Public Finance Entity's obligations hereunder, however, shall not be affected or limited if any balances are incurred for nonbusiness purposes.

### 3. PURCHASING CARD SERVICES.

Purchasing Cards can be used to purchase goods or services ("**Purchases**") wherever Visa credit cards are accepted, subject to applicable activity limits on the related Cardholder Accounts and the Public Finance Entity Credit Limit (as defined in Paragraph 5).

If the Public Finance Entity has so elected and "**Cash Advances**" are set forth on an Authorized Cardholder Form as one of the services available for which such Authorized Cardholder may use

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such Authorized Cardholder's Purchasing Card, cash may be advanced, subject to applicable activity limits on the related Cardholder Account and the Public Finance Entity Credit Limit, by presenting the Purchasing Card at Visa member banks or institutions or by making a withdrawal of cash by using the Purchasing Card at a Visa Automated Teller Machine (ATM).

#### 4. ISSUANCE OF PURCHASING CARDS.

PNC Bank will issue a Purchasing Card to each Authorized Cardholder designated in writing to PNC Bank by the Public Finance Entity Purchasing Card Program Administrator. The initial Public Finance Entity Purchasing Card Program Administrator (including any alternate Public Finance Entity Purchasing Card Program Administrator(s)) (each, a "**Program Administrator**") will be set forth on the PNC Bank Purchasing Card Corporate Contact Form delivered to PNC Bank. If there is more than one Program Administrator, the action or signature of any one Program Administrator shall constitute sufficient authorization. Any Program Administrator may be changed by written notice to PNC Bank from the Authorized Contracting Officer (as such term is defined in Paragraph 10 below).

Except as the Public Finance Entity shall otherwise direct PNC Bank in writing, the Public Finance Entity hereby authorizes and directs PNC Bank to issue a renewal or replacement Purchasing Card to each Authorized Cardholder before the expiration of each Purchasing Card.

The Public Finance Entity acknowledges and agrees that Purchasing Cards are not assignable or transferable, by operation of law or otherwise, and will so notify its employees.

The Public Finance Entity shall be liable for all charges made using a Purchasing Card, except as provided in Paragraph 17 with respect to continued unauthorized use after receipt of notice by PNC Bank. The Public Finance Entity shall be liable for all charges resulting from use of a

Purchasing Card by an Authorized Cardholder following termination of such Authorized Cardholder's employment with the Public Finance Entity until the Public Finance Entity has notified PNC Bank to cancel the Purchasing Card in accordance with Paragraph 15.

#### 5. PUBLIC FINANCE ENTITY CREDIT LIMIT; CARDHOLDER ACCOUNTS; ACTIVITY LIMITS.

PNC Bank hereby establishes a maximum credit limit to be available for Purchases, and, if applicable, for Cash Advances in the amount set forth in the Public Finance Entity Credit Limit Schedule attached to this Agreement from time to time and incorporated herein by reference (the "**Public Finance Entity Credit Limit**"). PNC Bank may, at its discretion, (i) reduce the Public Finance Entity Credit Limit at any time, upon 60 days' written notice to the Program Administrator except in the event of a Default hereunder, in which case no such notice is required, or (ii) decline charges against or close any one or more Cardholder Accounts at any time and for any reason relating to known or suspected fraud, illegal activity, unauthorized use or other misuse of a Cardholder Account, without prior notice to the Public Finance Entity.

The Public Finance Entity agrees to advise Authorized Cardholders of activity limits with respect to Cardholder Accounts, including but not limited to any such limit as it may relate to the maximum number of transactions or maximum aggregate dollar amount of transactions permitted for such Cardholder Account during any period. The Public Finance Entity understands that, because of Visa rules and procedures, PNC Bank may be unable to decline charges for Purchases below certain amounts or at certain establishments or in certain locations, and in such cases the Public Finance Entity shall be liable notwithstanding applicable activity limits. The Public Finance Entity further understands that once an activity limit is reached with respect to any Cardholder Account, further uses of the Purchasing Card associated with such Cardholder

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Account will not be permitted until such applicable activity limit period has expired or the Public Finance Entity advises PNC Bank of a change to the activity limit in accordance with Paragraph 15. The Public Finance Entity further understands that once the Public Finance Entity Credit Limit is reached, further uses of Purchasing Cards will not be permitted until aggregate Cardholder Account balances are reduced below the Public Finance Entity Credit Limit.

### 6. PROMISE TO PAY; FEES; TAXES.

The Public Finance Entity agrees to pay PNC Bank on each Payment Due Date the full amount necessary to settle all balances on all Cardholder Accounts, which includes the total of all Purchases and Cash Advances charged to the Purchasing Cards. The Public Finance Entity also agrees to pay PNC Bank the fees and other charges set forth in the Fee Schedule which is attached hereto as Exhibit A and incorporated herein by reference (the "**Fee Schedule**"). The Public Finance Entity agrees to pay such fees and other charges on or before the applicable Payment Due Date, and to pay any additional charges set forth in the Fee Schedule for any payment which is not made on or before the applicable Payment Due Date.

Unless otherwise agreed in writing, PNC Bank reserves the right to amend the Fee Schedule at any time and from time to time upon thirty (30) days prior written notice to the Public Finance Entity. PNC Bank, however, may at any time amend such Fee Schedule, to the extent, and in the amount, necessary to reflect any reduced interchange or increased costs to PNC Bank by any additions to or any increases in the fees, charges, or other amounts PNC Bank is required to pay to any third party and, in such case, upon written request, PNC Bank will provide to the Program Administrator information in reasonable detail to verify such increase.

The Public Finance Entity shall pay all federal, state or other sales, use or other transfer based taxes, duties, imposts, fees or charges, however

designated, which are levied or imposed by any governmental authority on the purchase by the Public Finance Entity (or any Authorized Cardholder) of any goods, products or services under the terms of this Agreement. The Public Finance Entity shall promptly pay or cause to be paid to PNC Bank an amount equal to any such taxes required under applicable law to be collected and remitted to a governmental authority by PNC Bank and PNC Bank shall remit such taxes to such governmental authority.

PNC Bank will pay a royalty (the "**Royalty**") to EasyProcure for its services to PNC Bank based upon the aggregate of the total dollar volume of the Purchasing Card Program activity for the Public Finance Entity and for all other public finance entities participating in purchasing card programs with PNC Bank through the EasyProcure Program (the "**Participating Public Finance Entities**"), based on monthly statement cycle activity, during each 12 month period from June 1 through May 31 on such terms and conditions as PNC Bank and EasyProcure may agree from time to time. Such Royalty will be paid to EasyProcure on or before July 1 following the end of each such period. EasyProcure may agree to allocate and pay to the Public Finance Entity a portion of the Royalty allocable to the dollar volume of Purchasing Card activity of the Public Finance Entity when and in the manner agreed to between EasyProcure and the Public Finance Entity. Any such agreement is solely between EasyProcure and the Public Finance Entity, and PNC Bank is not a party to any such agreement, does not have and is not deemed to have any knowledge of such an agreement, and shall have no responsibility or obligation relating thereto. The Public Finance Entity releases PNC Bank from any liability to the Public Finance Entity arising out of PNC Bank's payment of the Royalty to EasyProcure or the failure of EasyProcure to pay to the Public Finance Entity any portion of the Royalty which EasyProcure may agree to pay to the Public Finance Entity. PNC Bank and EasyProcure may agree to change the basis on which the Royalty is calculated or discontinue the Royalty at any time without prior

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notice to the Public Finance Entity or liability to PNC Bank.

Total dollar volume of the Purchasing Card Services activity shall not include (i) any "unauthorized use" as defined in Paragraph 17 and (ii) any outstanding balances on Cardholder Accounts of the Public Finance Entity or any other Participating Public Finance Entity which are not paid on or before each Payment Due Date. In no event shall a Royalty be payable by PNC Bank in respect of the Public Finance Entity or any Participating Public Finance Entity's Purchasing Card Services if a Default by the Public Finance Entity or such Participating Public Finance Entity has occurred hereunder or under such Participating Public Finance Entity's agreement with PNC Bank. After a Default, PNC Bank may, in its sole discretion, setoff any amounts owed by the Public Finance Entity under this Agreement against any Royalty attributable to the Public Finance Entity's dollar volume of activity.

### 7. PAYMENT.

Payments under this Agreement must be submitted by a PNC Bank initiated direct debit to an account designated by the Public Finance Entity or by a Public Finance Entity initiated wire transfer or ACH transfer in accordance with the procedures determined by PNC Bank. Any failure to comply with PNC Bank's procedures may result in payments being processed or deposited or credited after the Payment Due Date, in which case additional fees and charges, as described in the Fee Schedule, will be applicable, and the Public Finance Entity agrees to pay PNC Bank such additional fees and charges upon demand. The payment methods set forth here are the only payment methods accepted by PNC Bank, unless PNC Bank, in its sole discretion, determines to add additional payment options. The Public Finance Entity understands that the Public Finance Entity's use of certain payment options may require the Public Finance Entity to execute additional documents in order for PNC Bank to implement such payment options.

In addition to the other payment obligations of the Public Finance Entity pursuant to this Agreement, the Public Finance Entity agrees to pay immediately the full amount of any outstanding balance exceeding the Public Finance Entity Credit Limit.

### 8. MONTHLY STATEMENTS; DISPUTED BILLINGS.

PNC Bank shall furnish to each Authorized Cardholder monthly statements ("**Cardholder Statements**"), reflecting all transactions posted to each Cardholder Account for such Authorized Cardholder. PNC Bank shall also furnish to the Program Administrator (and upon the request of EasyProcure, to EasyProcure) monthly statements reflecting all transactions posted to all Cardholder Accounts, and all activity relating to the charging of fees and charges under this Agreement, and any credits with respect to the same ("**Monthly Public Finance Entity Statements**"). PNC Bank's statements to the Public Finance Entity shall be in accordance with PNC Bank's standard reporting statement formats as of the time of such statements.

If the Public Finance Entity or an Authorized Cardholder disputes, or suspects an error has been made with respect to, any charges or billings, the Public Finance Entity must notify PNC Bank within sixty (60) days of the date of the Cardholder Statement on which the disputed charge or error first appeared. If the Public Finance Entity does not so notify PNC Bank, the Public Finance Entity waives any rights with respect to such disputed amount. Disputes regarding charges or billings under this Agreement shall be communicated in writing to PNC Bank at the address set forth in Paragraph 25. Communications should include the Authorized Cardholder's name and the Cardholder Account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order

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where the authenticity of the charge is in question.

### 9. ALLOCATION OF PAYMENTS.

PNC Bank may apply each payment made by the Public Finance Entity in any order PNC Bank determines to be appropriate at the time payment is made (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance of the Purchasing Card Account or otherwise).

### 10. PUBLIC FINANCE ENTITY REPRESENTATIONS; FINANCIAL INFORMATION; REQUIRED NOTICES; CREDIT REPORTS.

The Public Finance Entity represents and warrants to PNC Bank that (a) the Public Finance Entity has all necessary power and authority to execute, deliver, perform and take all actions contemplated by this Agreement, (b) all such action has been duly and validly authorized by all necessary proceedings on the Public Finance Entity's part, and (c) this Agreement has been duly executed and delivered by the Public Finance Entity and constitutes a valid, legal and binding agreement of the Public Finance Entity enforceable against it in accordance with its terms.

The Public Finance Entity agrees to furnish PNC Bank, upon PNC Bank's request, such authorizations, verifications, certificates and information as PNC Bank may require from time to time with respect to this Agreement and the Public Finance Entity, including the authority and true signature of any Program Administrator or any person signing this Agreement or any amendments hereto (an "**Authorized Contracting Officer**"). If there is more than one Authorized Contracting Officer, as set forth on the Signature Page, the action or signature of any one Authorized Contracting Officer shall constitute authorization. Any Authorized Contracting Officer may be changed by written notice to PNC Bank from an authorized executive officer of the Public Finance Entity, subject at

such time to such additional authorizations, verifications and certificates as PNC Bank may require.

The Public Finance Entity authorizes PNC Bank to obtain credit reports in the Public Finance Entity's name at any time, and acknowledges that PNC Bank may from time to time report its credit experience with the Public Finance Entity to credit bureaus, governmental authorities or third party vendors or customers of the Public Finance Entity requesting such information.

The Public Finance Entity shall deliver to PNC Bank as soon as available, and in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Public Finance Entity, financial statements of the Public Finance Entity in a form acceptable to PNC Bank; provided, however, that the Public Finance Entity shall not be required to deliver such financial statements to PNC Bank hereunder if such financial statements are delivered by the Public Finance Entity to PNC Bank or any of PNC Bank's affiliates under any lending or other relationship. The Public Finance Entity agrees that PNC Bank and its affiliates may share information that PNC Bank and any affiliate receive from the Public Finance Entity under this Agreement and under other lending and business relationships. In the event that any financial information submitted to PNC Bank has been prepared by an outside accountant in New Jersey, the same shall be accompanied by a statement in writing signed by the accountant disclosing that the accountant is aware that the information prepared by the accountant would be submitted to and relied upon by PNC Bank in connection with PNC Bank's determination to grant or continue credit.

The Public Finance Entity shall notify PNC Bank within five (5) Banking Days after the occurrence of each Default under Paragraph 12 by providing a statement of the Authorized Contracting Officer setting forth the details of such Default and the action which the Public Finance Entity proposes to take with respect thereto.



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### 11. CONFIDENTIAL AND PROPRIETARY INFORMATION.

In connection with the Purchasing Card Services and this Agreement, PNC Bank and the Public Finance Entity will be providing to each other, whether orally, in writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "**Confidential Information**"). Each of the Public Finance Entity and PNC Bank agrees (a) to hold the Confidential Information of the other in strict confidence, (b) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to a party's employees, officers, directors, agents, representatives, or other third parties that provide or may provide ancillary support relating to the Purchasing Card Services and require disclosure or access in the course of employment or services, or to its external or internal auditors or regulatory authorities, and (c) not to use such Confidential Information except in connection with the Purchasing Card Services and for the purposes of this Agreement. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (i) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (ii) is released by the originating party to anyone without restriction; (iii) is rightly obtained from third parties not, to such receiving party's knowledge, under obligation of confidentiality; or (iv) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of this Agreement, Confidential Information of a party shall include, without limitation, any scientific or technical information, design, process, procedure or improvement and all concepts, documentation, reports, data, data formats, specifications, computer software,

source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, knowhow, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by a party or any third party, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information.

Notwithstanding anything to the contrary in this Paragraph 11 or in any other part of this Agreement, the Public Finance Entity authorizes PNC Bank to disclose to EasyProcure such information about the Public Finance Entity's Purchasing Card Services as EasyProcure may request from time to time, and releases PNC Bank from any liability to the Public Finance Entity arising out of any reports or information provided to EasyProcure by PNC Bank, or out of EasyProcure's administration or support of the EasyProcure Program.

Each of the Public Finance Entity and PNC Bank agrees to return to the other or destroy all Confidential Information of the other upon the termination of this Agreement; provided, however, each party may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of this Paragraph 11.

Each of the Public Finance Entity and PNC Bank agrees not to use the other's name or logo in any marketing, advertising or related materials, without the prior written consent of the other party.

### 12. EVENTS OF DEFAULT.

Any of the following constitute an event of default (each, a "**Default**") of the Public Finance Entity under this Agreement:

(a) any payment is not made on the applicable Payment Due Date or any other obligation under this Agreement is not paid as and when it is due;

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(b) the terms of this Agreement are breached by the Public Finance Entity or any Authorized Cardholder in any manner, or any representation or warranty made by the Public Finance Entity hereunder is not true and correct when made;

(c) less than 10 Purchasing Cards are issued and outstanding;

(d) the Public Finance Entity or any Guarantor defaults under the terms of any other obligation to PNC Bank or to any of PNC Bank's affiliates;

(e) the Public Finance Entity defaults (as principal or as guarantor or other surety) under the terms of any obligation (or set of related obligations) in respect of indebtedness for borrowed money in excess of \$25,000 in the aggregate beyond any period of grace with respect thereto;

(f) a bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding is commenced by or against the Public Finance Entity or any Guarantor;

(g) any assignment by the Public Finance Entity or any Guarantor for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of the Public Finance Entity or any Guarantor held by or deposited with PNC Bank;

(h) the Public Finance Entity or any Guarantor dies, ceases to conduct business as a going concern, becomes insolvent or is dissolved, or PNC Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired;

(i) the entry of a final judgment against the Public Finance Entity or any Guarantor in an amount in excess of \$25,000 and the failure to discharge or stay the judgment within ten days of the entry thereof;

(j) the revocation or attempted revocation, in whole or in part, of any guarantee by any Guarantor; or

(k) the occurrence of any event, condition, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on, the business, operations, conditions (financial or other) or prospects of the Public Finance Entity.

As used herein, the term “**Guarantor**” means any guarantor of, or pledgor of collateral for, the Public Finance Entity’s obligations to PNC Bank existing on the date of this Agreement or arising in the future.

### 13. REMEDIES.

Upon the occurrence of a Default as defined in Paragraph 12: (i) if a Default under clause (f) or (g) above shall occur, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable, and the Public Finance Entity Credit Limit, all Cardholder Accounts, and this Agreement will be immediately terminated, all without demand or notice of any kind; (ii) if any other Default shall occur, PNC Bank may, at its option, and without prior notification: (a) terminate the Public Finance Entity Credit Limit, close any or all Cardholder Accounts to all use and terminate this Agreement, and (b) accelerate payment of the full balance on all Cardholder Accounts and any other amounts payable under this Agreement, and require immediate repayment in full of such amounts; and (iii) PNC Bank may exercise from time to time any of the rights and remedies available hereunder or under applicable law.

### 14. BANKER'S LIENS AND RIGHT OF SETOFF.

**TO SECURE ALL OF THE PUBLIC FINANCE ENTITY’S EXISTING AND FUTURE OBLIGATIONS TO PNC BANK HEREUNDER OR OTHERWISE, THE PUBLIC FINANCE ENTITY HEREBY GRANTS PNC BANK A GENERAL LIEN ON, SECURITY INTEREST IN AND RIGHT OF SETOFF AGAINST ANY AND ALL OF**

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**THE PUBLIC FINANCE ENTITY'S EXISTING AND FUTURE PROPERTY IN THE POSSESSION OF PNC BANK OR ANY OF PNC BANK'S AFFILIATES (INCLUDING WITHOUT LIMITATION, ALL DEPOSIT ACCOUNTS AND OTHER ACCOUNTS OF ANY TYPE). UPON THE OCCURRENCE OF ANY DEFAULT HEREUNDER, PNC BANK MAY SET OFF ANY SUCH PROPERTY OF THE PUBLIC FINANCE ENTITY AGAINST ANY OBLIGATION THE PUBLIC FINANCE ENTITY OWES TO PNC BANK, AND MAY EXERCISE ANY OTHER RIGHTS AND REMEDIES PERMITTED BY LAW. EVERY SUCH SECURITY INTEREST AND RIGHT OF SETOFF MAY BE EXERCISED WITHOUT DEMAND UPON OR NOTICE TO THE PUBLIC FINANCE ENTITY. EVERY SUCH RIGHT OF SETOFF SHALL BE DEEMED TO HAVE BEEN EXERCISED IMMEDIATELY UPON THE OCCURRENCE OF A DEFAULT HEREUNDER WITHOUT ANY ACTION OF PNC BANK, ALTHOUGH PNC BANK MAY ENTER SUCH SETOFF ON ITS BOOKS AND RECORDS AT A LATER TIME.**

In addition to the foregoing, all of the payment obligations of the Public Finance Entity under this Agreement are intended to be secured by the property described in any collateral security documents that the Public Finance Entity executes and delivers to PNC Bank in connection with this Agreement or that previously may have been or may in the future be executed and delivered to PNC Bank to secure any other obligations of the Public Finance Entity to PNC Bank.

**15. PUBLIC FINANCE ENTITY CANCELLATION OF PURCHASING CARDS (CARDHOLDER ACCOUNTS) OR REDUCTION OF ACTIVITY LIMITS.**

If the Public Finance Entity at any time desires to cancel or reduce or otherwise change any activity limit or other requirement on any outstanding Purchasing Card (including as a result of the

termination of an Authorized Cardholder's employment), the Program Administrator shall so notify PNC Bank in writing specifying the requested date of such action. A Program Administrator may authorize a change to any activity limit or other requirement on a Purchasing Card with respect to a particular transaction or transactions orally or online, on which PNC Bank may rely; provided, however, that for any such change to become permanent, any oral change must be set forth in writing by the Public Finance Entity Program Administrator to PNC Bank.

Upon cancellation of any Purchasing Card or termination of any Cardholder Account, the Public Finance Entity will promptly notify the Authorized Cardholder and will use its best efforts to obtain the canceled Purchasing Card and return such Purchasing Card to PNC Bank, cut in half, or otherwise destroy it. Upon cancellation of a Purchasing Card (other than a lost or stolen Purchasing Card as to which PNC Bank has received notice) or termination of any Cardholder Account (including as a result of termination of employment of an Authorized Cardholder as to which PNC Bank has received notice), the Public Finance Entity shall remain liable for all outstanding balances incurred by the use of such Purchasing Card prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Cardholder Account by a merchant after cancellation or termination, and all fees and other charges of any type as shall have accrued or as shall occur or accrue to PNC Bank with respect to such Cardholder Account. Upon reduction of or change in any activity limit or other requirement on any outstanding Purchasing Card, the Public Finance Entity will promptly notify the Authorized Cardholder. Notwithstanding any such notice, the Public Finance Entity shall remain liable for all amounts incurred by the use of such Purchasing Card.

## VISA PURCHASING CARD AGREEMENT

### 16. TERMINATION; EFFECT OF TERMINATION.

This Agreement shall remain in effect until terminated as provided herein. The Public Finance Entity and PNC Bank may each terminate this Agreement at any time *without cause* upon at least sixty (60) days prior written notice to the other party (which notice shall specify the date of termination).

Upon termination of this Agreement, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable in full.

The Public Finance Entity hereby forever waives presentment, protest, notice of dishonor and notice of non-payment. The Public Finance Entity also waives all defenses based on suretyship or impairment of collateral.

Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to PNC Bank with respect to such transactions, (iii) the confidentiality provisions set forth in Paragraph 11 of this Agreement, (iv) PNC Bank's general lien and right of setoff set forth in Paragraph 14 of this Agreement, (v) the indemnity provided by the Public Finance Entity in Paragraph 20 of this Agreement, and (vi) the waiver of jury trial, venue and enforcement provisions of Paragraph 24. Further, upon any termination and on demand thereafter, the Public Finance Entity shall reimburse PNC Bank for any reasonable out-of-pocket expenses incurred by PNC Bank in connection with this Agreement and the Purchasing Card Services, including without limitation the costs (including attorneys' fees) associated with unused customized cards and forms and the collection of all amounts outstanding hereunder.

### 17. LOST OR STOLEN PURCHASING CARD; LIABILITY FOR UNAUTHORIZED USE.

The Public Finance Entity agrees to notify PNC Bank immediately if the Public Finance Entity suspects or knows that a Purchasing Card is lost or stolen by calling the following telephone number: (800) 685-4039. The Public Finance Entity must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Purchasing Card to PNC Bank at the address set forth in Paragraph 25.

The Public Finance Entity shall be liable for all unauthorized use of any Purchasing Card. For the purposes of this Agreement, "unauthorized use" means the use of a Purchasing Card by a person, other than an Authorized Cardholder, who does not have actual, implied or apparent authority for such use, and from which neither the Authorized Cardholder nor the Public Finance Entity receives any benefit, including without limitation, any fraudulent use. The Public Finance Entity will not, however, be liable for any unauthorized use that continues after PNC Bank is notified orally or in writing of unauthorized use and has had a reasonable time to act on such notice. Use of a Purchasing Card by an Authorized Cardholder at any time, even if an Authorized Cardholder is no longer employed or associated with the Public Finance Entity, shall not constitute unauthorized use, subject to applicable law and Paragraph 15 of this Agreement.

The Public Finance Entity understands that any liability any Authorized Cardholder may separately have to the Public Finance Entity by a third party for the unauthorized use of any Purchasing Card by a third party is the lesser of \$50 or the amount of such unauthorized use. In addition, the Public Finance Entity understands that there is no limitation on the liability any Authorized Cardholder has to the Public Finance Entity for the unauthorized use of any Purchasing Card by the Authorized Cardholder.

## VISA PURCHASING CARD AGREEMENT

### 18. FORCE MAJEURE.

Notwithstanding any other provisions of this Agreement, PNC Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to acts of God, acts or omissions of Visa, the Public Finance Entity or any third party (including Total Systems Inc. or AOC Solutions, Inc.), severe weather, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbances, equipment malfunction, or any other cause beyond PNC Bank's reasonable control.

### 19. NOTICE RE: COMMUNICATIONS BY TELEPHONE.

To review and monitor appropriate handling of inquiries and PNC Bank's performance, some telephone calls between employees or agents of PNC Bank and the Public Finance Entity may be monitored by PNC Bank's supervisory or management personnel, without notice to the Public Finance Entity or such employees or agents of PNC Bank. PNC Bank will not, however, make a sound recording of any telephone call without disclosure to the Public Finance Entity.

### 20. INDEMNIFICATION.

The Public Finance Entity shall indemnify and hold harmless PNC Bank and its affiliates and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "Losses") resulting from, relating to or arising out of this Agreement and the Purchasing Card Services; provided, however, that the Public Finance Entity shall have no obligation to indemnify PNC Bank or its affiliates or their respective directors, officers, employees or agents against any Losses to the extent such Losses result from the gross negligence, willful misconduct or material breach of this Agreement

by PNC Bank or its affiliates, or their respective directors, officers, employees or agents.

### 21. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES.

PNC BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.

IN NO EVENT SHALL PNC BANK BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THE AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT PNC BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PNC BANK BE LIABLE FOR AN AMOUNT GREATER THAN FEES ALREADY RECEIVED FROM THE PUBLIC FINANCE ENTITY HEREUNDER.

In addition, the Public Finance Entity acknowledges and agrees that Visa U.S.A. Inc. and Visa International shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa member (including PNC Bank) or by the agents, brokers, cardholders (including the Public Finance Entity or any Authorized Cardholder), or merchants of any such Visa member arising out of the Visa Purchasing Card product, including without limitation the Purchasing Card Account and services provided under this Agreement. VISA U.S.A. INC. AND VISA INTERNATIONAL DISCLAIM ALL WARRANTIES WITH RESPECT TO THE

## VISA PURCHASING CARD AGREEMENT

VISA PURCHASING CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS CONTRACTORS (INCLUDING PNC BANK), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### **22. PRIOR AGREEMENTS; AMENDMENTS; WAIVER; CUMULATIVE REMEDIES.**

This Agreement (including any attachments and the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Public Finance Entity and PNC Bank or any of PNC Bank's affiliates with respect to the subject matter hereof. Except as expressly provided in this Agreement, this Agreement may be amended or modified only by a written agreement signed by both PNC Bank and the Public Finance Entity. No waiver by either party of any of its respective rights under this Agreement shall be effective unless in writing signed by an authorized representative of such party. If for any reason a party waives a right, such waiver shall not be construed to be continuing, nor shall such waiver limit or otherwise affect such party's right to exercise such right at a later time with or without notice. Each party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which such party may have under agreements, at law or in equity.

### **23. ASSIGNMENT; BINDING EFFECT.**

This Agreement (including any of the Public Finance Entity's rights or obligations hereunder) may not be assigned or transferred, by operation of law or otherwise, by the Public Finance Entity without the prior written consent of PNC Bank. This Agreement shall be binding upon the representatives and permitted successors and assigns of the Public Finance Entity. No consent is required for PNC Bank to assign or otherwise

transfer this Agreement or its rights or obligations hereunder.

### **24. WAIVER OF JURY TRIAL; VENUE; ENFORCEMENT.**

**EACH OF THE PUBLIC FINANCE ENTITY AND PNC BANK HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY NATURE RESULTING FROM, ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

**The Public Finance Entity hereby irrevocably consents and agrees that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and hereby waives any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise. Nothing contained in this Agreement (including this Paragraph) shall prevent PNC Bank from bringing any action, suit or proceeding to enforce any award or judgment or to exercise any rights against the Public Finance Entity individually or against any property of the Public Finance Entity within any other county, state or other foreign or domestic jurisdiction.**

In the event of any breach of Paragraph 11, for which is its recognized that there may be no adequate remedy at law, and for which adequate consideration has been received, PNC Bank and the Public Finance Entity shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law.

## VISA PURCHASING CARD AGREEMENT

### 25. NOTICES.

All notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if sent by personal delivery, mail, nationally recognized overnight courier, telegram, or facsimile, addressed,

in the case of notice to PNC Bank, to:

PNC Bank, National Association  
Treasury Management  
Firstside Center  
500 First Avenue  
Pittsburgh, Pennsylvania 15219  
Attn: Commercial Card Operations  
Mailstop: P7-PFSC-03-D

with a copy (in the case of notices relating to default, termination or disputes arising under this Agreement) to:

PNC Bank, National Association  
1600 Market Street, 28<sup>th</sup> Floor  
Philadelphia, PA 19103  
Attn: Chief Counsel, Commercial Banking Group

or, if sent by facsimile, to (412) 705-0759, Attention: Commercial Card Operations and (215) 585-8713, Attention: Chief Counsel, Commercial Banking Group;

or, if sent by facsimile, to (412) 705-0759, Attention: Commercial Card Operations and (412) 768-9951, Attention: Treasury Management Risk Manager;

and in the case of notice to the Public Finance Entity, except as expressly provided below, to the Program Administrator at the address provided to PNC Bank in the PNC Bank Purchasing Card Corporate Contact Form.

In the case of the notice made by PNC Bank pursuant to Paragraph 16 of this Agreement, notice shall be provided to Authorized Contracting Officer at the address set forth on the Signature Page to this Agreement.

Any of the above notices or inquiries to the Public Finance Entity may be sent to the applicable facsimile number set forth on the Signature Page for the Authorized Contracting Officer and the PNC Bank Purchasing Card Corporate Contact Form for the Program Administrator. Any address or facsimile number set forth or referred to above may be changed by the party to receive notice, providing notice is given in writing to the other party in accordance with these notice provisions.

Notwithstanding anything herein to the contrary, if the Public Finance Entity has not identified any Program Administrator or Authorized Contracting Officer, or if PNC Bank is unable to determine the identity of such person from its records, then all notices to the Public Finance Entity permitted or required by this Agreement shall be addressed to the Public Finance Entity at the address shown on the records of PNC Bank.

### 26. TECHNOLOGY.

At the Company's request, PNC Bank may, in its discretion, make available to the Company certain additional technology, including but not limited to its payables card processing application ("ActivePay<sup>®</sup>") and/or certain Internet-based services provided by Visa, known as Visa Information Management ("VIM"). PNC Bank may discontinue providing ActivePay<sup>®</sup>, VIM or any other service to the Company at any time upon sixty (60) days prior written notice to the Company. The Company may discontinue using ActivePay<sup>®</sup>, VIM or any other service at any time upon sixty (60) days prior written notice to PNC Bank.

In order to utilize VIM, the Company acknowledges and agrees that: (a) it and/or its Authorized Users will be required to register with Visa and will be bound by such terms and conditions governing the Company's access to and use of VIM as established from time to time by Visa, and by any third parties that Visa may use in providing VIM services; and (b) it will be responsible for granting access to and authority to use VIM to one or more persons in accordance

## VISA PURCHASING CARD AGREEMENT

with procedures established by Visa. Further, the Company acknowledges and agrees that when it utilizes VIM to change an activity limit, order a new card or give other instructions, Visa will communicate those instructions to PNC Bank and, provided that the person giving those instructions entered the proper security or other codes or identifying numbers, PNC Bank will comply with the instructions received from Visa without further verifying those instructions with the Company.

In addition to the requirements set forth in this Paragraph 26, in order to utilize ActivePay<sup>®</sup> or any other technology that PNC Bank may make available to the Company from time to time, the Company and/or its Authorized Users may be required to register with such vendor and agree to its terms and conditions governing the Company's access to and use of such technology. The Company also may be required to execute such other documentation, in form and substance acceptable to PNC Bank, and to agree to certain other terms and conditions governing use of such technology as may be established by PNC Bank or any third party vendor used by PNC Bank in conjunction with the provision of such services (including, without limitation, AOC Solutions, Inc.).

PNC Bank is authorized to exchange with Visa, AOC Solutions, Inc., any other vendor or technology provider (and, as necessary, with third parties used by any such provider), information about the Company and the transactions under this Agreement and any other commercial card agreement with PNC Bank.

PNC Bank shall have no liability to the Company in connection with the performance, or failure to perform, of VIM, ActivePay<sup>®</sup> or any other additional technology used by the Company in connection with the ActivePay<sup>®</sup> Program.

### 27. CERTAIN DEFINITIONS.

In addition to the capitalized words and terms defined elsewhere in the Agreement, the following words and terms shall have the following meanings:

**"Agreement"** means this Visa Purchasing Card Agreement, including all Schedules, Exhibits, Addenda and attachments, as it and they may be amended from time to time.

**"Banking Day"** is a day other than Saturday, Sunday or public holiday under the laws of the Commonwealth of Pennsylvania, or other day on which banking institutions are authorized or obligated to close in Pittsburgh, Pennsylvania.

**"Payment Due Date"** refers to each date upon which payment of any type is due from the Public Finance Entity to PNC Bank. The Payment Due Date for the amount shown on any Monthly Public Finance Entity Statement as **"Total Payment Due"**, including any disputed amounts (as described in Paragraph 8), shall be the date which is seven (7) calendar days after the date identified on the Monthly Public Finance Entity Statement as **"Statement Date"**.

### 28. GOVERNING LAW.

THIS AGREEMENT AND ALL QUESTIONS RELATING TO THE SUBJECT MATTER HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (EXCLUDING ITS CONFLICT OF LAW RULES) OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA.



## VISA PURCHASING CARD AGREEMENT

### 29. CONSTRUCTION.

To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting the other provisions of this Agreement. Titles and headings to paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All Schedules, Exhibits and Addenda to this Agreement are hereby made a part of this Agreement in all respects.

**VISA PURCHASING CARD AGREEMENT**

**PUBLIC FINANCE ENTITY  
CREDIT LIMIT SCHEDULE**

Public Finance Entity: County Of Dauphin

Public Finance Entity Credit Limit: \$1,000,000.00

**In the event of a change in the Public Finance Entity Credit Limit, as provided in the VISA Purchasing Card Agreement, PNC Bank will provide a revised Public Finance Entity Credit Limit Schedule to the Public Finance Entity. The revised Public Finance Entity Credit Limit will be effective as of the date set forth on the new Public Finance Entity Credit Limit Schedule.**

VISA PURCHASING CARD AGREEMENT

SIGNATURE PAGE

By executing this Signature Page, the undersigned acknowledge that they have read the foregoing Visa Purchasing Card Agreement and agree to abide and be bound by its terms and conditions.

PNC BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
(Signature)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

COUNTY OF DAUPHIN

By: \_\_\_\_\_  
(Signature)  
Name: Jeff Haste  
Title: Chairman  
Date: \_\_\_\_\_

Form of Organization (please check):  
 Corporation;  Partnership;  
 Other (Specify: Government Entity)

State of Organization: Pennsylvania

Address: 101 Market Street Room 106  
Harrisburg, PA 17101

Facsimile Number of Authorized Contracting Officer: 717-780-6483

VISA PURCHASING CARD AGREEMENT



Exhibit A

Prepared for  
County of Dauphin

<b>Purchasing Card Fee Schedule</b>		
<b>Category</b>	<b>Standard Price</b>	<b>Public Finance Entity</b>
<b>I. Monthly Program Maintenance Fee</b> <b>Standard Account</b> <i>Includes:</i> <ul style="list-style-type: none"> <li>➢ Program administration</li> <li>➢ 24x7x365 Cardholder Support</li> <li>➢ Cardholder insurance and benefits</li> <li>➢ Employee misuse coverage (up to \$100,000 per card)</li> <li>➢ Cardholder statements</li> <li>➢ Consolidated corporate invoice</li> <li>➢ Internet program management (Visa Information Source)                             <ul style="list-style-type: none"> <li>▪ Online management reports</li> <li>▪ Online allocation and reconciliation tool</li> <li>▪ Electronic GL interface</li> </ul> </li> <li>➢ Cards (no limit on # of accounts)</li> </ul> Public Finance Entity logo on plastics (single color)	\$125 per month	<b>Waived</b>
<b>II. Corporate Account Late Fee</b>	1% of outstanding balance at 15 days past the next statement cycle close date*	<b>1% of outstanding balance at 15 days past the next statement cycle close date*</b>
<b>III. ActivePay<sup>®</sup></b> <i>One-time licensing fee</i> <i>Image retention fee</i>	\$10,000 \$.18 per imaged page	<b>Waived</b> <b>\$.18 per imaged page</b>
<b>IV. Cash Advance Transaction Fee</b>	\$3 or 3% per advance (whichever is greater)	<b>\$3 or 3% per advance (whichever is greater)</b>
<b>V. Foreign Exchange Fee</b>	Exchange Rate + 1%**	<b>Exchange Rate + 1%**</b>
<b>VI. Customization of Card Graphics</b> <b>Type I:</b> Custom Black and White Logo on Standard PNC Bank Card Design <ul style="list-style-type: none"> <li>- Image and Template Design (limited to two different images)</li> <li>- Cost of graphics per card</li> </ul> <b>Type II:</b> Custom Card Design or Custom Colors <ul style="list-style-type: none"> <li>- Card Customization (image)</li> <li>- Card Customization per card</li> </ul> Order quantity in increments of 1000	\$250 per image  \$1 per card  TBD by design	<b>Waived</b>  <b>Waived</b>  <b>TBD by design</b>

\* If payment in full of amounts due under a monthly statement has not been made by the date that is 15 days after the next statement closing date, then 1% of the outstanding balance will be charged as a late fee and will appear on the next statement.

\*\* Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

# Master Resolution and Authorization for Depository Accounts and Treasury Management Services

The undersigned certifies as follows to PNC Bank, National Association and to PNC Bank Canada Branch<sup>1</sup>, if the undersigned has accounts there (collectively, the "Bank")

1. **Name of Client** County of Dauphin ("Client")

**Trade name(s), if applicable:** \_\_\_\_\_

**Taxpayer ID (United States) / CA Business Number (Canada):** 23-6003043

2. **Type of Organization:** (check one)

- Corporation.** The Client is a corporation organized under the laws of the \_\_\_\_\_ of \_\_\_\_\_, and the undersigned Secretary of the Client certifies that the following is a true copy of resolutions adopted by the Board of Directors of the Client pursuant to a notice and the articles of incorporation and regulations or by-laws of the Client and at which a quorum was present, or adopted without a meeting by the written approval of the directors of the Client.
- Partnership.** The Client is a partnership and the undersigned general partners of such partnership certify that the following is a resolution adopted by all of the general partners of such partnership.
- Unincorporated Association.** The Client is an unincorporated association and the undersigned Secretary of the Client certifies that the following is a true copy of resolutions adopted by the Members, Trustees, Executive Committee, Board of Directors, etc. of the Client pursuant to, and in compliance with, its organizational documents.
- Limited Liability Company.** The Client is a limited liability company organized under the laws of the \_\_\_\_\_ of \_\_\_\_\_ and the undersigned members charged with managing the business affairs of the Client certify that the following is a resolution adopted by all members of such limited liability company.
- Sole Proprietorship.** The Client is a sole proprietorship doing business under the name \_\_\_\_\_ and authorizes the following.
- Other.** Government

3. **Resolutions:**

**A. Authorization of Depository.** Resolved, that the Bank is hereby designated a depository of the Client and is hereby authorized to accept monies, wire and other electronic fund transfers, checks, drafts, notes, acceptances or other evidences of indebtedness for deposit, or for collection by the Bank and deposit upon receipt of payment therefore by the Bank, (including deposits and collections of payments in such foreign currencies as the Bank may accept from time to time), to the credit of the Client in such account or accounts as the Client may have with the Bank, without the endorsement of the Client appearing thereon, and Client promises to pay the Bank for any Items that are returned for lack of endorsement. Any one of the persons so indicated on Part C of the Attachments are authorized to open or close deposit accounts with the Bank and to instruct the Bank as to the disposition of funds in any account to be closed. The depository accounts to which these resolutions and authorizations apply include existing depository accounts of the Client and all future depository accounts opened by the Client with the Bank pursuant to this Section 3A, and may include accounts denominated in one or more foreign currencies offered by the Bank from time to time.

**B. Authorization to Sign Checks and Other Instruments and Withdrawal Orders and to Designate Other Persons Who Have Such Authority.** Resolved, that any one of the persons so indicated on Part C of the Attachments is authorized to sign, execute, deliver and negotiate checks, drafts, bills of exchange, acceptances and other instruments or withdrawal orders from or drawn on the depository accounts of the Client with the Bank ("Items") and to designate other persons who are authorized to sign, execute, deliver and negotiate Items. The signatures of all authorized signers must appear on the account signature card for the applicable account. As confirmation of the authority of such persons, the account signature card shall be executed by an authorized person so indicated on Part C of the Attachments.

**Authorization for Use of Facsimile Signature.** If the Facsimile Signature section is completed on Part B of the Attachments, it authorizes the use of facsimile signatures in accordance with this Section 3B. Such facsimile signatures must be provided on account signature cards properly executed in accordance with these Resolutions.

<sup>1</sup>PNC Bank Canada Branch is a branch of PNC Bank, N.A.

# Master Resolution and Authorization for Depository Accounts and Treasury Management Services

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Resolved, that if so indicated on Part B of the Attachments, the Bank is hereby requested, authorized and directed to honor any and all Items when bearing the facsimile signature made by machine or other mechanical device, or rubber stamp of any person whose facsimile signatures appear on signature cards given by Client to the Bank from time to time and executed in accordance with these Resolutions. The Client assumes full responsibility for all payments made by the Bank in good faith reliance upon such facsimile signature(s) of such person or persons and the Bank shall be entitled to pay and charge to the account of the Client any and all such Items, regardless of by whom or by what means such facsimile signature(s) thereon may have been affixed thereto.

The Bank is authorized to make payments from the funds of the Client on deposit with the Bank, upon and according to such Items and other written instructions, whether given by manual or facsimile signature, in each case regardless of whether payment is requested to be made to the order of or for the benefit of, or whether payment is to be deposited to the individual credit of or tendered in payment of the obligation to the Bank of, the person making the withdrawal or transfer or any person listed in Part C of the Attachments.

## **C. Authorization to Obtain Treasury Management Services and to Designate Other Persons Who Have Such Authority.**

Resolved, that any one of the persons so indicated in Part C of the Attachments is authorized from time to time (1) to obtain for the Client from the Bank such treasury management services as he or she so elects in his or her sole discretion including, without limitation, services for the initiation or origination of transfers or withdrawals of funds from the accounts of Client with the Bank, either in United States dollars or in such foreign currencies as Bank may make available from time to time; (2) to accept, execute and/or deliver such agreements, instruments and documents as may be required by the Bank in its sole discretion in connection with the furnishing of such services or transactions; and (3) to designate, in writing, other persons who are authorized to obtain for the Client such treasury management services or to enter into such transactions or to give instructions to the Bank with respect to such services or transactions and to accept, execute and/or deliver such agreements, instruments and documents, all without further action by the Client.

## **D. Authorization to Conduct Foreign Exchange Transactions and to Designate Other Persons Who Have Such Authority.**

{NOTE: This authorization is applicable to PNC Bank, National Association, only, and is not applicable to PNC Bank Canada Branch.} Resolved, that any one of the persons so indicated on Part C of the Attachments is also authorized from time to time (1) to obtain for the Client from the Bank services and products related to foreign exchange transactions (including spots, forwards, options and swaps or any other similar transaction) (2) to execute to and in favor of the Bank any and all agreements or documents, including amendments or modifications thereto, in connection with such foreign exchange transactions (3) to designate, in writing, any other person or persons to do any and all things which such person so indicated on Part C of the Attachments is authorized to do with respect to such foreign exchange transactions (4) to designate, in writing (in substantially the form attached hereto as Part D of the Attachments, or such other form acceptable to the Bank), those persons who are authorized to execute and/or confirm such transactions on behalf of the Client.

**E. Authorization to Make Changes.** Resolved, that any one of the persons so indicated on Part C of the Attachments is also authorized to (i) add or remove Subsidiaries from Part A of the Attachments and (ii) add or remove persons authorized to act hereunder from Part C of the Attachments; in each case as evidenced by written instructions executed by such authorized person and delivered to the Bank.

**F. Requests Made by Facsimile or Other Means.** Resolved, that the Bank is authorized, in its sole discretion, to take any action authorized hereunder based upon: (i) the telephone request of any person purporting to be a person authorized to act hereunder, (ii) the signature of any person authorized to act hereunder that is delivered to the Bank by facsimile transmission, or (iii) electronic mail that Bank reasonably believes is from any person authorized to act hereunder.

**G. Authorization for Subsidiaries, Divisions and Trade Names.** Resolved, as to each entity (other than the Client) listed in Part A of the Attachments, all of which are direct or indirect subsidiaries of the Client and whose activities are controlled by Client and 51% or more of whose voting stock is owned directly or indirectly by the Client or whose interests are owned 51% percent or more by the Client in the case of non-stock subsidiaries (each a "Subsidiary") that (i) the Client hereby (a) adopts all of the preceding and following resolutions on behalf of each Subsidiary, and (b) instructs each Subsidiary to cause these resolutions to be filed with its corporate records, and to adopt all of these resolutions on behalf of Subsidiaries all of whose voting interests are owned by each Subsidiary.

**H. General.** Resolved, that a certified copy of these resolutions be delivered to the Bank and that they and the authority vested in the persons specified herein will remain in full force and effect until a certified copy of a resolution of the Client revoking or modifying these resolutions and such authority has been filed with the Bank and the Bank has had a reasonable time to act on it. These resolutions supersede any prior resolution of Client provided to the Bank.

**4. Incumbency and Specimen Signatures:** Each of the persons listed in Part C of the Attachments holds the office, title or status with the Client and/or its Subsidiaries specified therein and the actual signature of each such person appears on Part C of the Attachments.

# Master Resolution and Authorization for Depository Accounts and Treasury Management Services

**5. Organizational Documents:** Copies of any organizational or other documents, including but not limited to the articles or certificate of incorporation, the by-laws or regulations, or other organizational documents of the Client or applicable Subsidiary, that the Client or any such Subsidiary may deliver to the Bank at the Bank's request with these Resolutions or from time to time, shall be, and the Bank shall be entitled to rely on such copies as, true, complete and correct copies thereof with all amendments thereto as in effect on the date of such delivery.

**6. Additional Certifications of Secretary:** These Master Resolutions and Authorizations now stand of record on the books of the Client, are in full force and effect and have not been modified or revoked in any manner whatsoever. Nothing in the foregoing resolutions violates the articles or certificate of incorporation, the by-laws or regulations, or other organizational documents of the Client or applicable Subsidiary. The undersigned has taken all actions and made such notification as are required under section 3F above with respect to each Subsidiary.

**Note:**

For Partnerships, all general partners must sign unless the partnership agreement outlines other signing authorities.

For Limited Liability Companies, all members must sign unless the operating agreement identifies one or more managers, in which case the managers must sign.

For Corporations, Unincorporated Associations and Other Organizations: the Secretary, as attesting officer must sign.

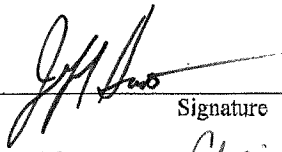
If the Secretary, as the attesting officer, is also granted authorization to act in Part C, then one other authorized representative must sign below.

**DATE:**

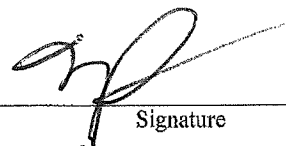
IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**ATTESTATION:**


\_\_\_\_\_  
Signature  
Secretary of the Association/Corporation  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature  
Authorized Signer  
Chairman  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature  
Vice Chairman  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature  
Secretary  
\_\_\_\_\_  
Title

**Master Resolution and Authorization for Depository Accounts and Treasury Management Services**

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**ATTACHMENTS**

**PART A – ADDITIONAL SUBSIDIARIES, AFFILIATES AND TRADE NAMES TO WHICH RESOLUTIONS AND AUTHORIZATIONS APPLY**

Name of Legal Entity	Trade Name if Applicable	Taxpayer ID/CA Business Number	State of Formation
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			



# Master Resolution and Authorization for Depository Accounts and Treasury Management Services

## PART B – AUTHORIZATION FOR USE OF FACSIMILE SIGNATURES

### AUTHORIZATION FOR USE OF FACSIMILE SIGNATURE

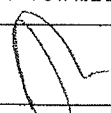
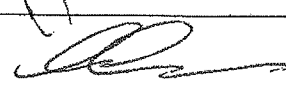
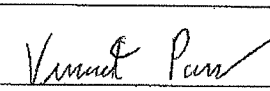
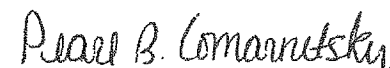

If this box  is checked, it authorizes the use of facsimile signatures in accordance with Section 3B. Such facsimile signatures must be provided on account signature cards properly executed in accordance with these Resolutions.

## PART C – PERSONS AUTHORIZED TO ACT

If this box  is checked, additional names of Persons Authorized to Act are set forth on the accompanying Continuation of Part C.

THE INDIVIDUALS LISTED BELOW ARE GRANTED ALL OF THE AUTHORITIES AS OUTLINED IN SECTION 3 OF THIS RESOLUTION INCLUDING THE AUTHORITY TO:

- OPEN AND CLOSE DEPOSIT ACCOUNTS
- SIGN CHECKS AND OTHER INSTRUMENTS AND WITHDRAWAL ORDERS AND DELEGATE SUCH AUTHORITY TO OTHERS
- OBTAIN TREASURY MANAGEMENT SERVICES AND DELEGATE SUCH AUTHORITY TO OTHERS
- OBTAIN SERVICES RELATED TO FOREIGN EXCHANGE TRANSACTIONS AND DELEGATE SUCH AUTHORITY TO OTHERS
- MAKE CHANGES TO ATTACHMENTS

PRINT NAME	PRINT TITLE	SIGNATURE
1. Timothy L. DeFoor	Controller	
2. LAURA CULLISON	CHIEF DEPUTY CONTROLLER	
3. Vincent Paese	Assistant to the Chief Deputy	
4. Pearl B. Comarnitsky	Accounting Manager	
5. PETER C. WAMBACH III	A/P MANAGER	
6.		
7.		
8.		
9.		
10.		

# Master Resolution and Authorization for Depository Accounts and Treasury Management Services

## PART D – TRADE AND CONFIRMATION AUTHORIZATION LETTER FOR FOREIGN EXCHANGE TRANSACTIONS {NOTE: THIS PART D IS APPLICABLE TO PNC BANK, NATIONAL ASSOCIATION, ONLY, AND IS NOT APPLICABLE TO PNC BANK CANADA BRANCH.}

The undersigned (the "Designator"), a duly authorized representative of Client who is authorized to execute this authorization letter on behalf of Client, certifies as follows to PNC Bank, National Association ("Bank"):

The Designator, acting pursuant to the authority delegated to him/her by the Client resolutions delivered to the Bank (the "Resolutions") authorizing the Designator to delegate to any other person or persons the authority to execute and/or confirm on behalf of Client, foreign exchange transactions, does hereby establish and confirm the authority of each of the person(s) whose names are set forth below to execute on behalf of Client foreign exchange transactions described in the Resolutions, and/or confirm on behalf of Client such executed foreign exchange transactions as such authority is set forth below.

Each person below has complete authority at all times to bind Client to the performance of any such transactions. Bank may rely on the authority vested in these individuals until the close of business on the second business day after Bank receives written notice from Client of any changes in such authority at its offices at the following address: PNC Bank, National Association, PNC Investment Operations, 116 Allegheny Center Mall, Pittsburgh, PA 15212 Attention: Derivative Operations, or any other address which has been provided by Bank to Client for such purpose.

**Consent for E-mail Delivery:** By signing below, the Designator acknowledges that Client has consented to receive confirmations for foreign exchange transactions via electronic mail.

### PERSONS AUTHORIZED TO EXECUTE AND/OR CONFIRM FOREIGN EXCHANGE TRANSACTIONS

Check applicable boxes to grant authorities to individuals.

PRINTED NAME, EMAIL AND TELEPHONE OF AUTHORIZED INDIVIDUAL	Authorized to EXECUTE	Authorized to CONFIRM	Authorized to EXECUTE AND CONFIRM the same transaction (Single person authorization)	
Name: Timothy DeFoor Email: tdefoor@dauphinc.org Telephone: 717-780-6574	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name: Laura Cullison Email: lcullison@dauphinc.org Telephone: 717-780-6338	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name: Vincent Paese Email: vpaese@dauphinc.org Telephone: 717-780-6580	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name: Pearl Comarnitsky Email: pcomarnitsky@dauphinc.org Telephone: 717-780-6578	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Name: Peter Wembach III Email: pwembach@dauphinc.org Telephone: 717-780-6581	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**SIGN HERE**

Client Name: \_\_\_\_\_  
 By: *Jeff Haste*  
 Name: Jeff Haste  
 Title: Chairman

Authorized Representative per Part C of the Master Resolution

# SIGNATURE CARD



PNC Bank, National Association

Date: November 29, 2016

Original     Master     Add     Replacement     Delete

**THE FOLLOWING SECTIONS TO BE COMPLETED BY CLIENT**

ACCOUNT NUMBER		TAX IDENTIFICATION NUMBER	
1077665005		23-6003043	
ACCOUNT TITLE		SUBTITLE	
County of Dauphin		EasyProcure Account	
STREET ADDRESS	CITY	STATE / PROVINCE	ZIP CODE
101 Market Street, Room 106	Harrisburg	Pennsylvania	17101

**Check appropriate box for federal tax classification; check only one of the following seven boxes (required):**

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited Liability Company. Enter the tax classification (C = C Corporation, S = S Corporation, P = partnership) \_\_\_\_\_

**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner

Other (See IRS Publications fw9/iw9 for Instructions to Form W-9 at www.irs.gov) Government

**COMPLETE EACH SECTION FOR ALL SIGNERS, INCLUDING THOSE USING FACSIMILE SIGNATURES:**

PRINTED NAME	TITLE	SIGNATURE (not required for a Deletion)
1) <i>Timothy L. DeFon</i>	<i>Controller</i>	<i>[Signature]</i>
2) <i>Laura Cullison</i>	<i>Chief Deputy Controller</i>	<i>[Signature]</i>
3) <i>Vincent Paese</i>	<i>Assistant to the Chief Deputy</i>	<i>Vincent Paese</i>
4) <i>Pearl B. Comarnitsky</i>	<i>Accounting Manager</i>	<i>Pearl B. Comarnitsky</i>
5) <i>PETER C. WAMBACH III</i>	<i>A/P MANAGER</i>	<i>Peter C. Wambach III</i>
6)		

By signing below, the depositor (1) acknowledges receipt of the Account Agreement for this account and, if applicable to this account, the funds availability policy, and the USA PATRIOT Act Notice; (2) agrees that such documents are part of PNC's agreement with, and shall be legally binding on, the depositor; (3) agrees that PNC will not monitor specifications requiring multiple signatures or dollar limitations on checks drawn on depositor's accounts and that any such specifications are for depositor's internal purposes, only; (4) confirms that the information on this signature card is correct; and (5) confirms that the persons whose signatures appear on this signature card as signers on this account are authorized signers in accordance with the depositor's resolution and that the signatures appearing above are true specimens of the signatures of the persons listed above.

**Certification of Owner:**

Under penalties of perjury, I certify that:

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

You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Authorized Signature**

Authorized representative per Part 3B of the PNC Master Resolution or as authorized by the Resolution on file with the Bank.