



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 14 - Financial

Proc Folder: 550389

Doc Description: Addendum 2 - Banking services

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-03-08	2019-03-15 13:30:00	CRFQ 0323 WWV1900000004	3

BID RECEIVING LOCATION
 BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

RECEIVED
 2019 MAR 15 AM 8:24
 WV PURCHASING
 DIVISION

DEPOSIT
 Branch Banking & Trust Co. (BB&T)
 300 Summers St.
 Charleston, WV 25301
 Phone 304-348-7078

FOR INFORMATION CONTACT THE BUYER
 Michelle L Childers
 (304) 558-2063
 michelle.l.childers@wv.gov

Signature X *Michael Hottelclaw* FEIN # 56-1074313 DATE 03/14/2019

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

Addendum

Addendum No. 2 issued to for the following:

1. To publish the vendor questions and agency answers.
2. To publish and attach revised specifications, Exhibit A Pricing Page, and Exhibit B.
3. To modify the bid opening date to March 15, 2019 at 1:30 PM EST.

End of Addendum

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia ("WFWV") to establish an open-end contract for banking services for benefit distribution to our clients as well as clearing account functions. WFWV distributes benefits to clients who receive checks via Unemployment Compensation Benefit Payment, Trade Readjustment Act, Disaster Unemployment Act, Trade Adjustment Assistance Act, Alternate Trade Adjustment Assistance Act, and other special funds.

INVOICE TO		SHIP TO	
FISCAL AND ADMINISTRATIVE MANAGEMENT - 5301 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV25305 US		OFFICE OF ADMIN SUPPORT - 5302 WORKFORCE WEST VIRGINIA 1900 KANAWHA BLVD, EAST BLDG 3, 3RD FLOOR, SUITE 300 CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Banking Services				

Comm Code	Manufacturer	Specification	Model #
84121500			

Extended Description :

Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding electronically, vendor is to put \$0.00 on the commodity line in WVOasis, complete the Excel pricing page, and upload into WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award.

WWV190000004	Document Phase Final	Document Description Addendum 2 - Banking services	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: WWW1900000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Branch Banking & Trust Co. (BB&T)
Company

Michael Heltzman
Authorized Signature

03/14/2019
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on upon award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/24/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of WorkForce West Virginia (“WFWV”) to establish an open-end contract for banking services for benefit distribution to our clients as well as clearing account functions. WFWV distributes benefits to clients who receive checks via Unemployment Compensation Benefit Payment, Trade Readjustment Act, Disaster Unemployment Act, Trade Adjustment Assistance Act, Alternate Trade Adjustment Assistance Act, and other special funds.

WFWV has two (2) separate clearing accounts – one account is for the receipt of employer contributions and issuance of refunds for overpayments and one account is for the receipt and transfer of other federal monies.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

- 2.1 “ACH” means Automated Clearing House.
- 2.2 “Agency” means WorkForce West Virginia (WFWV).
- 2.3 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.
- 2.4 “Contract” means the binding agreement that is entered into between the State and the vendor to provide the Contract Items as specified herein.
- 2.5 “DIF” means Deposit Insurance Fund.
- 2.6 “EARNINGS RATE” means the interest rate paid by the financial institution and is part of the pricing.
- 2.7 “EST” means Eastern Standard Time.
- 2.8 “FDIC” means Federal Deposit Insurance Corporation.
- 2.9 “Form ETA 8413” Income-Expense Analysis form shown as Attachment A.
- 2.10 “Form ETA 8414” Income Expense Analysis UC/Clearing Account form shown as Attachment B.
- 2.11 “FTP” means File Transfer Protocol.

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- 2.12** “MIS” means Management Information Systems Division.
- 2.13** “NACHA CCD+” means transactions which are corporate to corporate
- 2.14** “NACHA” means National Automated Clearing House Association.
- 2.15** “Pricing Pages” means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the CRFQ.
- 2.16** “Purchasing Division” means the West Virginia Department of Administration, Purchasing Division.
- 2.17** “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.18** “State” means the State of West Virginia and/or any of its agencies, commissions, boards, etc.
- 2.19** “TPA” means Third Party Administrator that processes and submits the wage reports, contribution tax reports, and payments for employers to WFWV.
- 2.20** “WFWV” means WorkForce West Virginia transactions.

3. GENERAL REQUIREMENTS:

- 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 The financial institution must provide WFWV with the following benefit accounts.**
 - 3.1.1.1** Unemployment Compensation Payment Account to be used to pay Unemployment Benefits to claimants.
 - 3.1.1.2** Trade Readjustment Account used to pay claimants that are affected by Foreign Competition.
 - 3.1.1.3** Disaster Unemployment Act account used to pay claimants that are unemployed due to a type of disaster (i.e. Business was flooded).
 - 3.1.1.4** Special Account used to pay for court costs for appeals and other costs not associated with benefit payments. Funding for this account comes from a transfer from the Unemployment Compensation Clearing

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Account A.

3.1.1.5 Trade Adjustment Assistance Act account to pay participants registered in the training program.

3.1.1.6 Alternate Trade Adjustment Assistance account to pay participants registered in the Trade Adjustment Assistance Program that are over the age of 55.

3.1.2 The financial institution must provide WFWV with the following services for the benefits accounts shown in 3.1.1

3.1.2.1 The financial institution must provide WFWV with online access to all accounts. WFWV must have the ability to view account balances and account activity, transfer funds between accounts, issue stop payments, and receive ACH payments.

3.1.2.2 WFWV will send a report electronically by 8 PM EST Monday through Friday containing all checks written against the account on a daily basis. On a daily basis, the financial institution must provide WFWV a report listing, if any, exceptions of checks that do not match the electronic file. The report should be submitted to WFWV by 11 AM EST on a daily basis. WFWV will respond to any exceptions by 12 PM EST, or within one hour of receipt of the exception report, the "default" will be to honor those exceptions. However, WFWV reserves the right to change the "default" at any time. The financial institution must pay all benefit checks written on WFWV's accounts when presented for payment unless there are exceptions that are deemed to be invalid after investigation.

3.1.2.3 The financial institution must on a monthly basis provide separate electronic transmittals of the monthly check reconciliation data for each account specified on the transmittal. Content must be provided to the financial institution by WFWV prior to delivery. The checks shall be listed in groups of one hundred items with the subtotals as well as a grand total at the end of the listing. Also, the financial institution must provide online access of the imaged copies of all checks cleared or via CD Rom if online access is not available. All items required by this paragraph must be provided by no later than the ninth calendar day of the following month said checks are paid. The Management Information Systems (MIS) Division reserves the right to accept or reject electronic transmittals provided by the financial institution. Transmittals rejected will be returned to the financial institution with problems identified and the financial institution will have five (5) calendar days to provide a corrected file.

3.1.2.4 The financial institution is not required to sort in numeric order and deliver to WFWV all checks paid on each account. Checks,

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instead, will be destroyed after 45 calendar days.

- 3.1.2.5** The number of items processed will be furnished to WFWV by the financial institution on the monthly account analysis and will be subject to verification by WFWV. The reserve requirement will be calculated in accordance with FDIC regulations [Codified at 12 C.F.R. § 204.4] and furnished to WFWV and will be subject to verifications by WFWV. The earnings rate will be calculated by the institution and will be subject to verification by WFWV.
- 3.1.2.6** Each month, the financial institution must provide the information necessary for WFWV to complete the United States Department of Labor Form ETA 8413, for the Benefit Payment Account attached hereto as "Attachment A" and will compare the compensable service charges (Expense Analysis) with the institution's total interest earnings (Income Analysis). The financial institution agrees to supply the required information by no later than the 15th calendar day of the subsequent month. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday. On the form ETA 8413, the financial institution will provide FDIC cost for Line 16 Other Costs. Lines 17 and 18 may include service fees. The FDIC cost must be listed separately on the invoice. The only service charges allowable in any resulting contract shall be the charges quoted in the attached Pricing Page, (Exhibit A).
- 3.1.2.7** The financial institution must allow WFWV the right to open up to four (4) additional accounts in the event that the Department of Labor would start a new program that necessitates segregating funds in separate outside accounts.
- 3.1.3** The financial institution must provide WFWV with the following clearing accounts.

 - 3.1.3.1** Clearing Account A - Funds flowing in this account will be the employer contributions to the unemployment compensation system and checks will be written for employer refunds.
 - 3.1.3.2** Clearing Account B - This special clearing account will be established for the same-day processing of federal monies. No checks will be written on this account.
- 3.1.4** The financial institution must provide WFWV with the following services for the clearing accounts listed in 3.1.3.

 - 3.1.4.1** The financial institution must provide daily armored/car/courier services for transporting of all deposits from WorkForce West

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Virginia located at 1900 Kanawha Blvd., East, Building 3, 4th Floor, Charleston, WV by 3:00 PM EST to their location.

- 3.1.4.2** The financial institution will credit WFWV for all deposits on the financial institution's ledger on the same day that the deposit is delivered.
- 3.1.4.3** The financial institution, by 10:30 AM, EST on the day following the deposit pick-up, will; (1) process the deposit checks through the proof WFWV and sort such deposit checks by zero-, one-, and two-day clearing times; and (2) provide WFWV with the collected balance, upon request. The financial institution will send an email each morning to WFWV of the total cash balance on hand to the Assistant Director of FAM, Accounting Section and his designee(s) for all benefit and clearing accounts. WFWV will be responsible for determining the amount of transfer to the trust funds from the Clearing Account A. Said transfer will be made in increments of one hundred dollars.
As promulgated by State Code, 21 A-8-S which states Clearing Account: upon the receipt of payments and other moneys payable into clearing account fund under this chapter, shall immediately be deposited in the clearing account.
<http://www.legis.state.wv.us/wvcode/Code.cfm?chap=21a&art=8#08>
- 3.1.4.4** The financial institution will debit or credit to the account any insufficient funds checks and deposit errors and will return items with associated debit and credit slips to WFWV by messenger by 300 PM EST each day.
- 3.1.4.5** The financial institution must receive and accept ACH Credit electronic payments from employers and Third-Party Administrators (TPAs) for employer contributions and deposit the funds into the Clearing Account A. The financial institution must accept addendum records in NACHA CCD+ format from the TPAs, balance settlement totals daily against deposits posted to the account per NACHA Operating Rules, and provide the information embedded in the addendum records to WFWV, electronically, via a secure FTP site. Information such as employer, employer ID number, amount of payment and quarter/year the payment applies to, etc. The financial institution may be required to adjust procedures to conform to technical requirements. The financial institution must identify the TPA and deposit amount on the daily e-mail to WFWV.
- 3.1.4.6** The financial institution must provide WFWV with online access to all clearing accounts. WFWV must have the ability to view account balances, daily deposits, and account activity, to transfer funds between accounts, and receive ACH payments.

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- 3.1.4.7** The number of items processed will be furnished to WFWV by the financial institution on the monthly account analysis and will be subject to verification by WFWV. The earnings rate will be determined by the institution.
- 3.1.4.8** Each month, the financial institution must provide the information necessary for WFWV to complete the United States Department of Labor Form ETA 8414, for the Clearing Account A, attached hereto as "Attachment B", and will compare the compensable service charges (Expense Analysis) with the institution's total interest earnings (Income Analysis). The financial institution agrees to supply the required information by no later than the 15th calendar day of the subsequent month. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday. On the form ETA 8414 the financial institution will provide FDIC cost for Line 16 Other Costs. Lines 17 and 18 may include service fees and CCD+ addendum file fees associated with accepting deposits from a TPA. The FDIC cost and fees associated with TPA payments must be listed separately on the invoice. The only service charges allowable shall be the charge quoted in the attached Pricing Page (Exhibit A).
- 3.1.4.9** The financial institution must only charge a single fee for ACH credits, which includes the associated addenda records. Therefore, an ACH credit with one addenda record would be charged the same fee as an ACH credit with multiple addenda records. The financial institution will also charge for the delivery of the NACHA CCD+ formatted file containing ACH credit transactions and the associated addenda record(s).
- 3.1.4.10** The financial institution must not charge for ACH items originating from the WV Treasurer identified as Company ID 1556000814.
- 3.1.4.11** The financial institution will charge a fee for ACH debits and debit blocks.
- 3.1.4.12** The financial institution shall agree that the highest daily ledger balance or the highest daily deposit, whichever is greater, in all accounts less the federally insured amount of \$250,000.00 or the current prevailing amount or the corresponding month of the preceding year will be collateralized so that such amount is never greater than 90% of the market value of collateralization. The collateral shall be equal to the sum of all account balances for WFWV. The determination of the initial collateralization will be a function of the daily ledger balance or the highest deposit; whichever is greater, for the corresponding month of the preceding year. According to West Virginia State Code 5A-3-(8) <http://wwwlegis.state.wv.us/WVCODE/Code.cfm> the financial

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institution agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to provide collateral requirements. This clause shall in no way be considered exclusive and shall not limit the State or WFWV's right to pursue any other available remedy. The Executive Director may waive this assessment in his judgment, if circumstances beyond the Control of the financial institution caused the collateral deficiency. Any such circumstances must be documented in writing and submitted to the Executive Director for consideration.

- 3.1.4.13** Withdrawal or substitution of any collateral pledges as security may be permitted with the approval of the West Virginia State Treasurer. Chapter 2, Article 1, Section 4 of the West Virginia code states, "All pledge securities must be delivered to the safekeeping agent designated by the State Treasurer Office."
- 3.1.4.14** Acceptable forms of collateral must be in accordance with those provided in the Collateral Policy and Procedures Manual of 2009 as provided by the Office the West Virginia State Treasurer.
<http://www.wvsto.com/dept/CashMgt/Documents/Outside%20Bank%20Accounts%20Policies%20and%20Procedures%20-%20Revised%203-4-10.pdf>
- 3.1.4.15** The financial institution must have the capability of receiving and transmitting monies by wire. Said monies received by the financial institution will be considered immediately collectable and available for transfer.
- 3.1.5** The financial institution must provide WFWV with data transmission solutions that meet WFWV's requirements which do the following.
 - 3.1.5.1** Data File Transmittal- provide a secure Communication Protocol site to transfer data and electronic reports to and from the financial institution and State WFWV office.
 - 3.1.5.2** Security Design and Safeguard Features - Include design features that safeguard against fraud, abuse, and waste.
 - 3.1.5.3** Right of Privacy of Clients-Protect the right of privacy of all WFWV clients.
 - 3.1.5.4** Use of Tested State-of-the-Art Techniques -- Use tried and State-of-the-Art techniques as opposed to untested technology that may or may not be successful.

The financial institution will receive a daily file Sunday through Friday from WFWV of checks written and checks voided that day. This file will be electronically transmitted to the bank Record layout below:

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Record Code	X (1)
"C" for checks written	
"V" for checks voided	
Account number	9 (10)
Check number	9 (10)
Check amount	9 (8) V99

This file will be used by the financial institution to supply a daily reconciliation for WFWV. It will also be utilized to ensure that no fraudulent checks are cleared.

Monthly check reconciliation transmittal:

Field	Data Type	Size
Check Number	Numeric	7
Amount	Numeric	8.2 (000000000.00)
Clear Date	Numeric	8

3.1.6 The successful vendor will be completely responsible for implementation and the transition from the current banking system. This section details specifics of the tasks involved.

3.1.6.1 The vendor will perform a walk-through immediately after the bid is awarded and will identify, in writing, necessary changes to WFWV's current banking operations.

3.1.6.2 The vendor will provide one-time on-site training consisting of eight (8) hours at 1900 Kanawha Blvd., East, Building 3, 4th Floor, Charleston, WV for a maximum of twenty (20) people on the usage of required online banking services and transmissions of files at no additional cost to WFWV.

3.1.6.3 WFWV will be responsible for making networking changes deemed necessary and agreed upon by WFWV.

3.1.6.4 WFWV will name a project manager who will be responsible for assembling WFWV project team and will be the focal point for all project issues.

3.1.7 The vendor will be responsible for testing all aspects of the new banking system prior to implementation. All test results will be documented in writing by the financial institution and will be verified and subject to acceptance by WFWV.

3.1.7.1 Testing will minimally consist of the following:

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1. Transmission of electronic files to and from the vendor and WFWV.
2. Online activities to test transactions.
3. Connectivity tests (i.e. password access, data lines, etc.)

3.1.7.2 Test results will be documented in writing, presented to WFWV for review and subject to their written approval.

3.1.7.3 The vendor must provide service coverage during the hours of 9:00 AM to 5:00 PM EST Monday through Friday

3.1.7.4 The vendor must provide two (2) hour call back during regular business hours of 9:00 AM - 5:00 PM EST.

3.1.7.5 The vendor must establish a primary operating facility at a single site through use of existing facilities, expansion of facilities or acquisition of a new facility.

3.1.7.6 Unless herein specifically provided otherwise, the vendor must ensure that all required monthly reports must be received by WFWV by the 15th day of the month subsequent of the reporting period. For example, a report for the month of February must be received by WFWV by March 15th. In the event the 15th calendar day of the month falls on a weekend, the financial institution agrees to supply this analysis on the preceding Friday.

3.1.8 The vendor must provide the following mandatory requirements.

3.1.8.1 The Federal Deposit Insurance Corporation (FDIC) must insure the financial institution. Proof of deposit insurance must be provided within forty-eight (48) hours of notice of award.

3.1.8.2 The financial institution shall implement any FDIC Depositors Insurance Fund fee at the prevailing current published rate and charge through monthly analysis of qualifying accounts.

3.1.8.3 The financial institution must have Automated Clearing House (ACH) receiving financial institution capabilities.

3.1.8.4 The financial institution must conform to National Automated Clearing House Association (NACHA) rules.

3.1.8.5 The financial institution must comply with all Federal and State Banking Regulations.

3.1.8.6 The State shall have full and free use of all systems, products, and deliverables supplied by Purchase Order resulting from this CRFQ.

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- 3.1.8.7 WorkForce West Virginia will supply their own check drafts.
- 3.1.8.8 Deposit Insurance (DIF) fees will be assessed to qualifying accounts at the standard published monthly rate.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the financial institution that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Exhibit A.

4.1.1 Vendor should include with their bid a copy of any Software Terms and Conditions that the State of West Virginia or the Agency will have to agree or accept as a part of this solicitation. **This information will be required before Purchase Order is issued.**

4.2 Pricing Pages: Vendor must complete and submit with their bid response Exhibit "A" (Pricing Pages) in its entirety as failure to do so may result in their bid being disqualified. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The vendor should also put their "Total" in wvOASIS Pricing Section Commodity Line. The pricing page must not be altered in any way, this will result in a vendor being disqualified. Multiple pricing sheets may result in a vendor being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendors who wish to respond to a Centralized Master Agreement Requisition (CRQM) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to CRQM and published to the VSS. Vendors Must complete this form with their pricing information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded by the Buyer during the scheduled bid opening for bid evaluation.

If unable to respond online please submit the Exhibit "A" Proposal Form/Pricing Pages with your bid prior to the scheduled bid opening date.

5. ORDERING AND PAYMENT:

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- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.
- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay the flat fee per line item, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
- 8. TRAVEL:**
- Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

10. VENDOR DEFAULT:

10.1 The following shall be considered a vendor default under this Contract.

10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2 Failure to comply with other specifications and requirements contained herein.

10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4 Failure to remedy deficient performance upon request.

10.2 The following remedies shall be available to Agency upon default.

10.2.1 Immediate cancellation of the Contract.

10.2.2 Immediate cancellation of one or more release orders issued under this Contract.

10.2.3 Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Michael Holtscraw
Telephone Number: 304-348-7078
Fax Number: 304-348-1185
Email Address: mholtscraw@bbandt.com

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- 11.2** The terms “must”, “will,” “shall,” “minimum,” “maximum” or “is/are required” identify a mandatory contract requirement. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the Purchasing Division. Failure on the part of the financial institution to meet any of the mandatory specifications shall result in disqualification of the bid.

- 11.3** Attachments A & B are example only showing what information the successful institution will submit to our agency so that we can be in compliance with reports required by the Department of Labor. This form cannot be altered.

- 11.4** Costs and charges not specifically identified in the pricing pages of this CRFQ will not be allowed.

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OMB Burden Statement **OMB Burden Statement:** These reporting instructions have been approved under the Paperwork reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a valid OMB control number. Public reporting burden for this collection of information includes the time for reviewing instructions, searching existing data sources, gathering and maintain the data needed, and completing and reviewing the collection of information. Submission is required to obtain or retain benefits under SSA 303(a)(6). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Workforce Security, Room S-452, 200 Constitution Ave., NW, Washington, DC, 20210

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**ATTACHMENT B
ETA 8414 Income-Expense Analysis, UC/Clearing Account**

Report For Period Ending: State: WV Region: 02

Bank Name:	Bank City:	
Account Number:		
LEDGER		
1.	Beginning Balance	
2.	Total Deposits	
3.	Total Withdrawals	
4.	Ending Balance	
INCOME ANALYSIS		
5.	Total Daily Ledger Balance	
6.	Average Daily Ledger Balance	
7.	Average Daily Float	
8.	Average Daily Collected Balance (Line 6 – Line 7)	
9.	Reserves at %	
10.	Average Daily Loanable Balance (Line 8 – Line 9)	
11.	Earning Value at %	
EXPENSE ANALYSIS		
12.	Checks Deposited: Number at	
13.	Checks on Account: Number at	
14.	Checks on Account: Number at	
15.	Checks on Account: Number at	
16.	Other Costs	
17.	Other Costs	
18.	Other Costs	
19.	Total Costs (Line 12 through Line 18)	
20.	NET PROFIT/LOSS	

Comments: (Maximum size of the comment is approximately 150 words.)

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OMB No.:1205-0154 OMB Expiration Date:12/31/2015 OMB Burden Minutes: 30
OMB Burden Statement OMB Burden Statement: These reporting instructions have been approved under the Paperwork reduction Act of 1995. Persons are not required to respond to this collection of information unless it displays a valid OMB control number. Public reporting burden for this collection of information includes the time for reviewing instructions, searching existing data sources, gathering and maintain the data needed, and completing and reviewing the collection of information. Submission is required to obtain or retain benefits under SSA 303(a)(6). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Office of Workforce Security, Room S-452, 200 Constitution Ave., NW, Washington, DC, 20210

Branch Banking & Trust Co. (BB&T)
300 Summers St.
Charleston, WV 25301
Phone 304-348-7078

Pricing pages

Exhibit A - Pricing Page for WorkForce West Virginia Banking Services REVISED FOR ADDENDUM 2

(Note: All quantities are estimates.)

3/06/2019 Revised

	Unit of Measure	Unit Cost	Monthly Est. Qty	Month per Year	Extended Cost
3.1.1 Banking Services for six (6) Benefit Accounts					
1. Price per draft presented, edited, and paid <i>(Note: Estimated at 60,000 per calendar year.)</i>	Per Draft	0.3	5,000	12	18000.000
2. Stop payment per draft <i>(Note: Estimated at 360 per calendar year.)</i>	Per Draft	0.1	30	12	36.000
3. Daily Balance/Reporting On-line	Service Fee	22	21	12	5544.000
4. Daily Reconciliation and Exception Report	Service Fee	22	21	12	5544.000
5. Other <i>(Note: Check-Imaging Cd ROM.)</i>	Per Draft	0.08	5,000	12	4800.000
6. Total for Benefit Accounts prior to Earnings Credit Rate Reduction <i>(Note: Add lines one (1) through five (5).)</i>					33924.000
7. Earnings Credit <i>(Note: Average ledger balance estimated at 1,350,000 per month.)</i> <i>*Vendor must enter rate as a decimal*</i> <i>Example: 3.5% entered in cell as .035.</i>	Percent/Rate	0.006	1,350,000	1	8100.000
8. Total for Benefit Accounts after Earning Credit Rate Reduction <i>(Line six (6) minus line seven (7).)</i>					25824.000
3.1.3. Banking Services for two (2) Clearing Accounts					
9. Price per draft presented, edited and paid <i>(Note: Deposits are made on a Daily Basis estimated to be 87,000 per calendar year.)</i>	Per Draft	0.2	7,250	12	17400.000
10. Price per Deposit/Item associated with CCD+ Addendum file accepted from TPA's. Files and deposits in Clearing Account A to be received on a quarterly basis <i>(Note: Estimated to be six (6) per quarter or 24 per year.)</i>	Per Deposit/Item	0.25	200	12	600.000
11. Price per CCD+ Addendum file accepted from TPA's Files and Deposits in Clearing Account A to be received on a quarterly basis. <i>(Note: Estimated to be six (6) per quarter or 24 per year.)</i>	Per File	130	2	12	3120.000
12. Price per CCD+ Addendum file from TPA's balanced to deposit, and information transmitted to WorkForce West Virginia. Files and deposits in Clearing Account A to be received on a quarterly basis.	Per File	130	2	12	3120.000

<i>(Note: Estimated to be six (6) per quarter or 24 per year.)</i>					
13. Price per draft for ACH debits and debit blocks.	Per File	0.058	7,250	12	5046.000
14. Price for Authorized ACH Company ID.	Flat Fee	10	1	12	120.000
15. Price for ACH Debits Received.	Flat Fee	22	1	12	264.000
16. Daily Balance/Reporting On-line	Service Fee	22	21	12	5544.000
17. Total for Clearing Accounts prior to Earnings Credit Rate Reduction					35214.000
<i>(Note: Add line nine (9) through sixteen (16).)</i>					
18. Earnings Credit	Percent/Rate	0.006	1,670,000	1	10020.000
<i>(Note: Average ledger balance estimated at 1,670,000 per month.)</i>					
<i>*Vendor must enter rate as a decimal*</i>					
<i>Example: 3.5% entered in cell as .035.</i>					
19. Total for Clearing Accounts after Earnings Credit Rate Reduction					25194.000
<i>(Note: Line seventeen (17) minus line eighteen (18).)</i>					
20. FDIC Deposit Insurance Fund (DIF)	Rate	0.00013	3,020,000	1	392.600
<i>(Note: Average ledger balance estimated at 3,020,000 per month.)</i>					
<i>(Note: FDIC Fee to be assessed to qualifying accounts at the standard published monthly rate. EXAMPLE: 9.1333% per \$1,000 on average ledger balances.)</i>					
21. Earnings Credit	Percent/Rate	0	3,017,118	1	0.000
<i>(Note: Average ledger balance estimated at 3,017,118 per month.)</i>					
<i>*Vendor must enter rate as a decimal*</i>					
<i>Example: 3.5% entered in cell as .035.</i>					
22. Total FDIC for both Benefit and Clearing Accounts after Earnings Credit Rate Reduction.					392.600
<i>(Note: Line twenty (20) minus line twenty-one (21).)</i>					
23. Daily Armored Car/Courier Service	Flat Daily Rate	40	22	12	10560.000
<i>(See Section 3.1.4.1 of RFQ for pickup location and time.)</i>					
GRAND TOTAL					61970.600
<i>(Note: Add lines eight (8); line nineteen (19); and line twenty-two (22); and line twenty-three (23)).</i>					

VENDOR IS REQUIRED TO ENTER THEIR TOTAL COST IN WVOASIS PRICING SECTION COMMODITY LINE A. IN ADDITION, VENDOR MUST ALSO SUBMIT THE EXHIBIT "A" PRICING PAGES PER THE DIRECTIONS IN SECTION 4.2 OF THE SPECIFICATIONS.

(NOTES VENDOR SHOULD BE AWARE OF: (1) WorkForce West Virginia supplies its own check drafts. (2) Costs/charges not specifically identified above will not be allowable. The above list contains all items for which the successful vendor will be permitted to charge under any resulting Purchase Order. (3) Attachments A & B are for example only showing what information the successful vendor will submit to the agency so that the agency will be in compliance with the reporting requirements from the Department of Labor.)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael Holtscław, SENIOR VICE PRESIDENT
(Name, Title)
MICHAEL HOLTSCLAW, SENIOR VICE PRESIDENT
(Printed Name and Title)
300 SUMMERS ST., CHARLESTON WV 25301
(Address)
304-348-7078 / 304-348-1185
(Phone Number) / (Fax Number)
mholtsclaw@bbandt.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Branch Banking & Trust Co. (BB&T)
(Company)

Michael Holtscław, SVP
(Authorized Signature) (Representative Name, Title)

MICHAEL HOLTSCLAW, SENIOR VICE PRESIDENT
(Printed Name and Title of Authorized Representative)

March 6 2019
(Date)

304-348-7078 / 304-348-1185
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Branch Banking & Trust Co. (BB&T)
Company

Michael Hoffelaw, SUP
Authorized Signature

March 6, 2019
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Branch Banking & Trust Co. (BB&T)

Authorized Signature: Michael Hetschlaw SVP Date: 03/14/2019

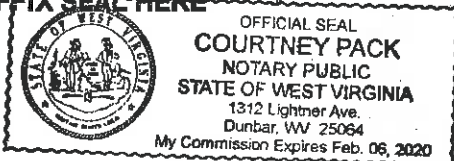
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 14 day of March, 2019.

My Commission expires Feb. 6, 2020, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

Courtney Pack

Purchasing Affidavit (Revised 01/19/2018)

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code, §5A-3-37**. (Does not apply to construction contracts). **West Virginia Code, §5A-3-37**, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia, or bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia, for four (4) years immediately preceding the date of this certification; or,
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

8. Application is made for reciprocal preference.

- Bidder is a West Virginia resident and is requesting reciprocal preference to the extent that it applies.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Branch Banking and Trust Co. (BB&T)

Signed: Michael Holtzman SVP

Date: 03/13/2019

Title: Senior Vice President

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Branch Banking and Trust Company (FDIC # 9846)

Active Insured Since January 1, 1934

Data as of: March 6, 2019

Branch Banking and Trust Company is an active bank

FDIC Certificate#: 9846
Headquarters: 200 W 2nd St
 Winston Salem, NC 27101
 Forsyth County
Locations: 1876 domestic in 16 states,
 0 in territories, and 1 in foreign locations
Established: January 1, 1872
Insured: January 1, 1934
Bank Charter Class: Non-member of the Federal Reserve System
Primary Federal Regulator: Federal Deposit Insurance Corporation
Secondary Federal Regulator: Consumer Financial Protection Bureau
Corporate Website:
<http://www.BBT.com>
Consumer Assistance:
ask.fdic.gov/FDICCustomerAssistanceForm
Contact the FDIC about:
 Branch Banking and Trust Company

- Locations
- History
- Identifications
- Financials
- Other Names / Websites

Showing 1 to 25 of 1,877 entries

UNINUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
221380	189	Cayman Island Branch (Frn)	Fort Street, West Wind Building		Grand Cayman			Full Service Brick and Mortar Office	06/06/1988	
14982	2130	Albertville Branch	629 East Main Street	Marshall	Albertville	AL	35950	Full Service Brick and Mortar Office	06/14/1974	08/14/2009
357739	2285	Alex City/Cherokee Branch	2055 Cherokee Road	Tallapoosa	Alexander City	AL	35010	Full Service Brick and Mortar Office	01/04/2000	08/14/2009
252570	2136	Alexandria Branch	6630 Us Highway 491	Calhoun	Alexandria	AL	36250	Full Service Brick and Mortar Office	10/03/1978	08/14/2009
46736	2159	Andalusia Branch	1100 E Three Notch St	Covington	Andalusia	AL	36420	Full Service Brick and Mortar Office	12/29/1990	08/14/2009
12189	2137	Anniston Branch	1111 Quintard Avenue	Calhoun	Anniston	AL	36201	Full Service Brick and Mortar Office	07/08/1960	08/14/2009
5787	2237	Ashville Branch	255 5th Street	St. Clair	Ashville	AL	35953	Full Service Brick and Mortar Office	08/16/1906	08/14/2009
220647	2182	East University Branch	2124 East University Drive	Lee	Auburn	AL	36830	Limited Service Facility Office	07/01/1998	08/14/2009
248449	2151	Auburn Branch	325 North Gay Street	Lee	Auburn	AL	36830	Full Service Brick and Mortar Office	05/23/1987	08/14/2009
220630	2162	Bessemer Branch	200 18th Street North	Jefferson	Bessemer	AL	35020	Full Service Brick and Mortar Office	02/10/1993	08/14/2009
220624	2143	Meadow Brook Branch	4705 Meadow Brook Rd	Shelby	Birmingham	AL	35242	Full Service Brick and Mortar Office	09/06/1988	08/14/2009

UN/NUM	Number	Name	Address	County	City	State	Zip	Service Type	Established Date	Acquired Date
248002	2117	Birmingham Branch	820 16th Street South	Jefferson	Birmingham	AL	35205	Limited Service Facility Office	10/08/1965	08/14/2009
248005	2120	Roebuck Branch	829 Red Lane Road	Jefferson	Birmingham	AL	35215	Full Service Brick and Mortar Office	06/11/1970	08/14/2009
190042	2184	Brewton Branch	405 Douglas Avenue	Escambia	Brewton	AL	36426	Full Service Brick and Mortar Office	04/11/1991	08/14/2009
1819	2150	Clanton Branch	501 Second Avenue North	Chilton	Clanton	AL	35045	Full Service Brick and Mortar Office	11/19/1919	08/14/2009
190032	2158	Daphne Branch	28664 Highway 98	Baldwin	Daphne	AL	36526	Full Service Brick and Mortar Office	06/05/1989	08/14/2009
1148	2183	Evergreen Branch	535 W Front St	Conacuh	Evergreen	AL	36401	Full Service Brick and Mortar Office	01/21/1922	08/14/2009
190031	2154	Fairhope Branch	387 Fairhope Avenue	Baldwin	Fairhope	AL	36532	Full Service Brick and Mortar Office	06/13/1983	08/14/2009
220638	2175	Plantation Pointe Branch	806 Plantation Boulevard	Baldwin	Fairhope	AL	36532	Full Service Brick and Mortar Office	03/02/1995	08/14/2009
1141	2152	Foley Branch	200 West Laurel Avenue	Baldwin	Foley	AL	36535	Full Service Brick and Mortar Office	01/01/1932	08/14/2009
248003	2118	Forestdale Branch	1602 Forestdale Plaza	Jefferson	Forestdale	AL	35214	Full Service Brick and Mortar Office	12/06/1965	08/14/2009
220662	2251	Gadsden Branch	401 Broad Street	Etowah	Gadsden	AL	35901	Full Service Brick and Mortar Office	04/01/1998	08/14/2009
248008	2122	Gardendale Branch	1325 Decatur Highway	Jefferson	Gardendale	AL	35071	Full Service Brick and Mortar Office	05/31/1973	08/14/2009
270890	2185	Greenville Al Branch	120 Greenville Bypass	Butler	Greenville	AL	36037	Full Service Brick and Mortar Office	01/01/1933	08/14/2009
190030	2153	Gulf Shores Branch	1500 Gulf Shores Parkway	Baldwin	Gulf Shores	AL	36542	Full Service Brick and Mortar Office	07/13/1981	08/14/2009

Deposit Account

Documents — signature

cards/additional information related to services

COMMERCIAL BANK SERVICES AGREEMENT

February 10, 2019

BB&T

BRANCH BANKING & TRUST

COMMERCIAL BANK SERVICES AGREEMENT

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6. Deduction of Fees.....	4
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9. Check Cashing and Withdrawals.....	5
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A. GENERAL LEGAL AGREEMENT

This Bank Services Agreement ("Agreement"), contains the terms and conditions that govern the relationship between Branch Banking and Trust Company, (the "Bank," "we" or "us") and its clients (the "Depositor," "you," "your," or "Organization,") When you open an account or conduct a transaction on your account after it is opened, you are agreeing to the terms of this Agreement. It is a legally binding contract. The terms of this Agreement and our pricing or banking services may be changed from time to time by the Bank. Changes will be accomplished by written or electronic notice to you. The notice may be included on your account statement. It will explain what change has occurred and instruct you to obtain a current version of the Agreement at your local branch or online at our website, www.BBT.com. Continued use of your account following a notice constitutes your acceptance of our changes. Upon the effective date of a change, the current revised version of the Agreement will govern your account, regardless of whether you obtained a copy from your branch or online. If your account was originally with a prior financial institution, the terms of this Agreement supersede any prior agreements, representations or understandings you may have had with that institution. If a language preference is requested, we may provide a translated version of our materials and documents. The English version of such documents shall be the governing documents for all purposes.

Applicability. By signing the account signature card or conducting transactions on your account, you have agreed to the terms of this Commercial Bank Services Agreement which applies to all business accounts that you have with the Bank or may have in the future. You agree that you will not use your account for any personal, family or household purposes.

Waiver. No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by the parties. Any failure by the Bank to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions and is not sufficient to modify the terms and conditions of this Agreement.

Severability. If any provision or portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

Account Opening. You agree that when you open an account, you have instructed us as to the correct type of account applicable to your Organization. You further represent to the Bank that you are authorized to do business in the manner indicated and that the acts of person(s) opening the account have been ratified. You agree that the Bank may rely on such representations without requiring additional information or documentation and that you will furnish such information upon request. You are solely responsible for meeting any legal requirements to establish and maintain the type of account requested and have a duty to inform us of the status of any change to the Organization. Federal regulations require that you provide us with information concerning the beneficial owners of a legal entity at account opening. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the Bank. If at any time we determine that the beneficial ownership information you provided to us was false, incorrect, or of concern to the Bank, or if you refuse to provide us with the information when requested, we may close or freeze any or all of your accounts.

B. ARBITRATION AGREEMENT

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION PROVISION CAREFULLY. IT PROVIDES THAT YOU MAY BE REQUIRED TO SETTLE A CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU PREFER TO LITIGATE SUCH CLAIMS IN COURT. YOU ARE WAIVING RIGHTS YOU MAY HAVE TO LITIGATE THE CLAIMS IN A COURT OR BEFORE A JURY. YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT, CLASS ACTION ARBITRATION, OR OTHER REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIMS.

Any dispute, claim, controversy or cause of action, that is filed in any court and that arises out of or relates to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator at a location mutually agreed upon in the state where your account is maintained. For any claims or counterclaims that together exceed \$250,000, arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules & Procedures. For any claims or counterclaims that together total \$250,000 or less, arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules & Procedures. You and the Bank also agree that the Expedited Procedures set forth in the JAMS Comprehensive Arbitration Rules shall be employed. Judgment on an award may be entered in any court having jurisdiction. This clause shall not preclude a party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Notwithstanding other language in this agreement, a

party retains the right to bring an action in small claims court if it is within the jurisdictional limits of that court. If a party elects arbitration, it may be conducted as an individual action only. This means that even if a demand for a class action lawsuit, class arbitration, or other representative action (including a private attorney general action) is filed, the matter will be subject to individual arbitration. Either party may bring a summary or expedited motion to compel arbitration or to stay the applicable litigation of a dispute in any court. Such motion may be brought at any time, and the failure to initiate or request arbitration at the beginning of litigation shall not be construed as a waiver of the right to arbitration. If a party elects to arbitrate it shall provide notice to the other party. The Bank shall provide notice to you at the address we have in our records, and you may provide notice to: Litigation Practice Group Manager, BB&T Legal Department, P.O. Box 1255, Winston-Salem, NC 27102. You may obtain a copy of the rules of the arbitration administrator, including information about arbitration, fees, and instructions for initiating arbitration by contacting JAMS at www.jamsadr.com. Phone: 800-352-5267.

You and the Bank each agree that under this Agreement, you and the Bank are participating in transactions involving interstate commerce which shall be governed by the provisions of the Federal Arbitration Act, Title 9 of the United States Code ("FAA") and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all available remedies, including without limitation, damages (to the extent not limited by this Agreement), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall follow rules of procedure and evidence consistent with the FAA, this provision, and the administrator's rules.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Unless applicable law provides otherwise, the appealing party will pay the cost of appeal, regardless of its outcome. We will pay any fees or expenses we are required by law to pay or in order to make this arbitration provision enforceable.

This arbitration provision shall survive termination or suspension of the Account or this Agreement. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision or Agreement; provided, however, if the limitations on class actions are struck in a proceeding brought on a class, representative or private attorney general basis, without impairing the right to appeal such decision, this entire arbitration provision (other than this proviso) shall be null and void in such proceeding.

C. RULES APPLICABLE TO ALL ACCOUNTS

Unless this Agreement otherwise indicates: "item" means any instrument or a promise or order to pay money handled by a bank for collection or payment, but does not include a payment order for a wire transfer, cash, documentary drafts, notes, credit or debit card slips, or other instruments of a type not routinely accepted for collection or payment to deposit accounts by a Bank. "Account" means any deposit or credit account with the Bank, and includes a demand, time, savings, or like account other than an account evidenced by a Certificate of Deposit. Although excluded from the definition of "account," Certificates of Deposit, whether evidenced by a certificate or book-entry, are subject to the terms and conditions of this Agreement.

- 1. FEES.** You agree to pay the Bank for all services provided in connection with your account(s) in accordance with the Bank's current schedule of maintenance fees, activity charges, and minimum and/or average balance requirements which are contained in a separate document called the "BB&T Business Services Product and Pricing Guide." The Bank may change its maintenance fees, activity charges, and minimum and/or average balance requirements from time to time and will provide you notice of any change. The terms of the BB&T Business Services Product and Pricing Guide as they may be amended from time to time are incorporated herein by reference. For accounts that are analyzed monthly in terms of banking services utilized in relation to the account balances maintained, charges for bank services will be that amount recorded by the Bank's Account Analysis System. Earnings credits are calculated on the average positive collected balance and a rate managed by the Bank which is subject to change from time to time. The difference between the earnings credit rate allowance and the charges for bank services rendered will determine whether or not a service charge will be assessed. (For Earnings² Checking accounts, if the average positive monthly collected balance is less than the balance needed to offset balance-based service fees, then service charges will apply.) Additional fees may be charged for cash management services in the manner and amount as agreed by separate agreement.
- 2. CORRECTION OF ERRORS.** The Bank has no duty to compare the items listed on the deposit slip with the items accompanying the slip when the deposit is received by the Bank for accuracy as the Bank relies upon the information you provide on your deposit slip when initially processing your deposit. Therefore, you have a duty to accurately record cash, each item being deposited, and the total amount of your deposit on your deposit slip or at the ATM. If an error in your deposit is later detected, it will be corrected by the Bank unless otherwise agreed. Final Credit to your account is based on the total sum of the cash and items actually received by the Bank.

You will be sent a notice of any adjustment we make to your deposit that is more than \$10 dollars. Any correction made to your deposit of \$10 or less will be reflected on your bank statement. You may confirm the Final Credit amount of your deposit and your account balance at any time. Under this agreement, you are required to review your bank statement and report any errors within thirty (30) days from the statement date. Your statement will be deemed final and correct on the thirtieth (30th) day from the date of the statement.

- 3. PROVISIONAL CREDIT.** All items are credited to your account or cashed against your account on a provisional basis that may be revoked if payment of the item is not received. You agree that for any item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rules, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines. At our option and without notice to you that an item has been returned, we may resubmit any returned item for payment. You waive notice of nonpayment, dishonor, and protest regarding any items credited to or charged against your account. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from your account, or place a hold on your account for the amount of the item until liability for the item is determined.

In receiving items for deposit or collection, the Bank acts as your collection agent and you agree that our duty of care is governed by Section 4-202 of the Uniform Commercial Code. You further agree that the term "cleared" or "check cleared" or a similar statement made by the Bank about a check not drawn on us, means only that you were provided provisional credit, subject to final payment. You agree to contact the bank on which the check was drawn to determine if a check you deposit has "cleared" or is "good". The Bank will not be liable for the negligence or default of any correspondent or for the loss of any item while in transit. You agree to maintain a description of all items deposited to your account and to furnish the same to the Bank upon request and to fully cooperate in securing replacement of any item credited to your account, but subsequently lost, stolen or destroyed. Your failure to cooperate may result in either the Bank placing a hold on your account or exercising a right of set-off for the amount of the item(s) previously credited. You agree to be responsible for any loss or cost incurred by the bank based on your failure to cooperate with the Bank to obtain replacement of an item.

We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you assume the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank fees.

- 4. MISSING ENDORSEMENT.** The Bank may accept for deposit items made payable to any one or more of the parties in whose name the account is established, with or without endorsement. If you fail to endorse an item for deposit, the Bank may supply the missing endorsement.
- 5. STOP PAYMENT.** You may, by order to the Bank, stop payment of any item from your account. The stop payment order must be received by the Bank at such time and in such manner as to afford the Bank a reasonable opportunity to act on it prior to any action by the Bank with respect to the item. The Bank shall have a reasonable time to make any stop payment request effective. The Bank shall not be liable for any item paid over a stop payment request before this time expires. All stop payment orders which are received by the Bank on a Saturday, Sunday, Bank and/or federal holiday, shall be treated as having been received on the next Banking Day. Because items are retrieved by computer, you must inform the Bank of the exact amount of the item, the item number, date, payee, and the account number. The Bank is not responsible for failure to place a stop payment due to inaccurate or incomplete information. A stop payment order, unless otherwise agreed, is effective for six (6) months from the date it was entered and may be renewed for additional six (6) month periods. You may not stop payment on a cashier's check or official check. The Bank may re-credit your account after paying an item over a valid and timely stop payment order to the extent of any loss actually suffered. You must prepare and sign a statement fully describing the dispute establishing your rights against the payee and agree to transfer to the Bank all of your rights against the payee or other holder of the item, and to assist the Bank in any legal action taken against that party.
If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check, or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided.

We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to affect your stop payment order.

- 6. DEDUCTION OF FEES.** Maintenance and activity fees and fees for returned deposited checks, returned items, overdrafts, stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge shall be deducted from your account and may be posted prior to other debits. The Bank shall not be liable for refusing to honor items presented for payment because of insufficient funds as a result of deducting such fees. Any fees (or portions thereof) that were not posted due to insufficient funds at the time of posting may be collected at a later date without prior notice when sufficient funds are available in the account.
- 7. DEPOSITS TO ACCOUNT.** We may accept deposits to your account from any source or from any party. The Bank, in its reasonable discretion, may also refuse to accept a deposit or may reverse a deposit even after provisional credit has been granted without prior notice. You agree that any deposit is subject to verification and confirmation notwithstanding your possession of a deposit receipt or acknowledgement. In the case where a deposited item is lost, stolen or destroyed before presentment to the paying bank, you agree to fully assist the bank in obtaining a replacement or reconstruction of such item. Failure to cooperate may result in credit to your account being revoked or, if deposited but not credited, the credit withheld.

Deposits may not be made through any night drop receptacle, dropped off at a branch or delivered by a courier service unless you have entered into a written agreement for this service. In our sole discretion, we may process any such delivery and you agree to indemnify and hold the bank harmless from any loss, claim, or damage arising out of such delivery. You agree that the Bank's verification of the delivery or amount shall be controlling notwithstanding any conflicting record, receipt or delivery acknowledgment. You further agree that the Bank in its discretion can charge a fee for this service, which you agree to pay on demand or which may be deducted from your account. Delivery through a night drop receptacle, dropped off at branch or delivered by a courier service without a written agreement is not considered a deposit until it is posted to your account.

Deposits are considered accepted in the state in which your account is maintained. If you did not open your account in person at a branch, but through the mail, by phone, or over the internet and you do not reside in a state or maintain a residence in a state where the bank operates a branch office, your deposit(s) will be considered accepted in the state of North Carolina.

- 8. PAYMENT OF ITEMS.** For purposes of this subsection, an "item" is a debit to your account which includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, PIN-based point of sale transaction, signature-based point of sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer, or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer, or withdrawal of funds, and an image or photocopy of any of the foregoing.

In general, the Bank will post debits to your account in chronological order. Chronological posting is utilized when the Bank can identify both date and time information for the transaction. For each business day, the Bank will post all credits to your account first, in low to high dollar amount. Following credits, debits will be posted to your account in chronological order. As a result, prior day debits and fees will post before current day debits and fees. Items sent by merchants for authorization prior to being submitted for final payment will post according to the date and time of the authorization request. Debits that cannot be posted in chronological order will post in low to high dollar amount after chronological debits are posted, followed by checks in sequential order.

If you use your ATM Card or Debit Card to purchase goods and services, including Internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date. You also understand that you may incur an overdraft if you make a withdrawal, write checks or make point of sale purchases against funds that are needed to pay ATM/Debit Card transactions that have been authorized but not yet posted to your account..

We may change the posting order or categories at any time. The Bank, subject to your overdraft decision, has the discretion to process items even if your account has an insufficient available balance to pay such items. Your "available" balance represents the amount of funds available for withdrawal or to pay items presented against your

account. The "available" balance may not be the same as your "current" or "posted" balance. For example, your available balance may be reduced by a POS transaction in which the merchant has obtained authorization from the Bank but that has not been presented for payment. We consider such pending transactions in the calculation of your available balance.

In the check payment process, the Bank employs techniques to assist in the detection of unauthorized items that may be presented against your account for payment. If a particular item appears to represent unusual activity on your account, you authorize the Bank, in its discretion, to reject the item and return it unpaid. If the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss, or damages as a result of the Bank not paying the check.

9. **CHECK CASHING AND WITHDRAWALS.** The Bank, in its discretion, may refuse to cash items that are made payable to the order of the Organization and may require that all such items be deposited to your account. You further agree that the Bank may impose a fee for, or decline to cash a check drawn on your account and payable to a third party. The Bank can direct the third party to deposit the check at another financial institution for payment. We require prior notice for large cash withdrawals. We can refuse an order to withdraw funds in cash or to cash an item if we believe that the request is a security risk or possesses a hardship on the Bank. We may require you to accept an Official Check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you may be required to engage a courier service acceptable to us. Such service shall be at your risk and expense. If a large cash withdrawal is completed at a branch you will be required to sign a cash withdrawal agreement. Refusal to sign the agreement is grounds to cancel the withdrawal and require an alternate delivery for the funds.
10. **RIGHT TO CLOSE ACCOUNT.** The Bank may close any account with or without cause at any time. The Bank shall give you either oral or written notice of its intention to close the account. If given in writing, the notice will be forwarded to your last address as shown on our records. In the case of oral notice, you shall have five (5) days from the date of notice to withdraw all funds from your account. In the case of written notice, you shall be provided a minimum of seven (7) days from the date appearing on the notice to withdraw all funds from your account. Upon notice, you must stop conducting transactions on your account. The Bank shall not be liable for dishonoring any items written after the notice date. In the event you have not withdrawn all funds to close the account within those time limits, the Bank will close the account and mail a check for such funds remaining in the account, after deducting all applicable fees and charges, to your last address shown on our records. Closing the account does not release you from the obligation to pay accrued fees or from liability for items in process. The Bank may in its discretion close an account without prior notice if the account has a negative or zero balance or if we believe it necessary to protect the Bank, its employees or others from risk, harm or loss. The Bank further reserves the right to reject any deposit which is made to a closed account by returning the item or by crediting the item to another active account at the Bank. The Bank reserves this right notwithstanding that the deposit may have been processed and/or you were given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance and the Bank shall have no liability for any checks returned unpaid which are drawn on a closed account even if you attempt to make a deposit to the account. The Bank may report your account to a consumer reporting agency if your account is closed due to a negative balance, fraud, or other inappropriate account activity.
11. **BANKING DAY.** "Banking Day" means any business day on which the Bank is open to the public for carrying on substantially all of its banking functions at a majority of its branches located within that state. If we receive an item on a weekend or holiday, the item is deemed to have been received on our next business day. Our business days and hours are posted at our branches and ATM hours are displayed on the ATM deposit screen and are subject to change from time to time at our discretion.
12. **STATEMENTS.** Statements for your account, notices, or other information regarding your account will be mailed, sent electronically, or otherwise made available to you at regular intervals depending on your account type. The statement or account information will be delivered to the postal or electronic address of the primary account owner as reflected in our records. Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or within ten (10) calendar days of the date appearing on the statement.

Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided. The primary owner shall be responsible for providing copies of statements to any co-owners of the account. If a language preference is selected for your statement, only the primary account owner may change the preference.

You agree to notify us immediately of any change in your contact information, including address, e-mail address, and/or telephone number. The Bank may rely on any instructions purportedly made by you, or on your behalf, to change your contact information without liability. You also agree that if a third party vendor or the U.S. Postal Service

or one of its agents notifies us of a change in your postal address, we may change your address based on that information. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed, or expired e-mail address, we may stop delivering statements or account information until a valid address is provided. If your account remains inactive or is in a dormant status we may elect not to provide further account statements. Copies of such statements or any enclosures can be reproduced upon request, subject to applicable fees. Any statements or account information that is returned as undelivered shall be destroyed without notice and subject to applicable fees. Any statements held for you at a branch office shall be destroyed after a limited time and subject to applicable fees.

You shall notify the Bank immediately if you do not receive your statement within ten (10) days of your regular statement date. The Bank will not be liable to you for any damages as a result of; your failure to promptly notify us of a change in your address, your failure to notify us that you did not receive your statement, or your failure to make arrangements to receive your statement. You are responsible for the accuracy of your statement whether or not reviewed and it shall be deemed final and correct upon thirty (30) days from the statement date.

13. FORGED OR UNAUTHORIZED TRANSACTIONS.

Duty to Safeguard Account. You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature or facsimile stamps, account access devices and security codes, passwords, or other confidential identification numbers. You shall report any lost or stolen check(s) and any other unauthorized transaction(s) on your account immediately upon discovery. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged. You agree to place a stop payment on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item had you reported or stopped payment on in a timely manner.

You agree to keep any account information, security code, password or other confidential identification number used to access your deposit or credit account(s) secure and strictly confidential and to not permit disclosure of such information to any unauthorized person. You agree to immediately notify the Bank if this information has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid account name, account number, and security code was proper and therefore authorize the Bank to complete any transaction involving your deposit or credit account(s) made with the use of such information.

You agree to be responsible for any transaction initiated with the use of a valid account name, account number, and security code. The Bank shall have no liability for any loss, claim, or damage sustained as a result of the use of your security code whether such transaction was authorized or not and agree to indemnify and hold harmless the Bank for any such transaction alleged to be unauthorized.

Duty to Review Account Statement. You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item, you agree that, without regard to care or lack of care by either you or the Bank, **we will not be liable for paying any such item and you will be precluded from any recovery from the Bank if you have not reported in writing an unauthorized signature or endorsement, a missing endorsement, any alterations or any counterfeit item to the Bank within thirty (30) days from the closing date of the earliest statement containing those items.** The Bank will also not be liable for any subsequent forgeries on your account committed by the same person if you fail to report the first forgery(s) within thirty (30) days. If you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and report them in a timely manner.

Duty of Care. You agree that you will exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements [and any other enclosure(s)] for fraudulent or unauthorized transactions and promptly notify the bank of any such transaction; timely reconcile your bank statement with your internal records to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access of your accounts through any access device including checks, drafts, other items, security codes, passwords, or confidential identification numbers; implement security precautions regarding the use and access to any signature or facsimile stamp; conduct background checks of all individuals having access to any checks, drafts, security devices or signature or facsimile stamps; conduct

background checks on all individuals who have authority to prepare checks or reconcile bank statements; independently review the work of individuals who are responsible for reconciling bank statements and preparing checks on a monthly basis; and comply with all other duties under this Agreement or under any applicable law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank any unauthorized transaction on your account.

Fraud Detection Products. The Bank offers products/services (such as Positive Pay, Reverse Positive Pay, and ACH Block), that are designed to detect and/or deter fraudulent activity that can occur on your account. If you previously had fraud on your account either at BB&T or elsewhere, it is your responsibility to enroll in one of the Bank's applicable fraud detection services. In addition, if you believe your account may be susceptible to fraud, or if there is a reasonable possibility that fraud may occur on your account, you are directed to contact your banker who will offer you an appropriate fraud detection service. If you decide not to enroll in the recommended service, or fail to use the service as intended, you will be treated as having assumed any risk of loss that could have been prevented by the service. At account opening and at various other times during the life of your account, you may also be offered a fraud detection service in order to prevent fraudulent activity on your account. If you refuse to enroll in the service, and such refusal is not made in good faith or reasonably based, you will again be treated as having assumed any risk of loss that may subsequently occur on your account that could have been prevented with the fraud detection service. Except for the Bank's gross negligence or bad faith, if you refuse to enroll in a fraud detection service when required or offered, you will be precluded from asserting against the Bank any claim of an unauthorized or fraudulent transaction on your account that the fraud product was designed to detect, and we will have no duty to re-credit your account for any losses you thereafter incur.

Automated Check Processing. You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's signature verification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature, stamp, and facsimile machine or otherwise) that the unauthorized signature, endorsement, or alteration could not be detected by a reasonable person.

Standard of Care. The Bank agrees to exercise its duties in good faith and with ordinary care. The Bank's policies and procedures are general internal guidelines that do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation to File Claim. You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of the account due to any unauthorized signature or endorsement, any alteration, or any other fraudulent or unauthorized transaction unless: (i) you have timely provided the written notices as required above, and (ii) such proceeding or action shall have been commenced within one year from the date the first statement containing the unauthorized transaction was made available to you. As used herein, a proceeding or action is commenced when you file suit in a court of competent jurisdiction, or if the action is subject to arbitration when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

Duty to Cooperate. If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit and forgery report containing whatever information the Bank requires concerning the account, the transaction, and the circumstances surrounding the loss. You also agree to file a criminal report against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise, or restitution agreement with the wrongdoer without the consent of the Bank. The bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

Duty of Insurance. You are under a duty to maintain fidelity bond coverage on any individual who has access to your account information, access devices, checks or other items, signature or facsimile stamps and on any individual

responsible for reviewing or reconciling bank statements and canceled checks. You agree to pursue all rights under such policy or any other insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about your insurance coverage, including the name of the insurance carrier, the policy number, policy limits, and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

Limitation of Liability. You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could have been avoided had you exercised ordinary care. In no event will the Bank be liable for special or consequential damages, including loss of profits and opportunity or for attorneys' fees. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

- 14. FACSIMILE SIGNATURES.** If you elect to use a signature facsimile machine or stamp, the Bank may pay any item if the item bears a facsimile signature which resembles the appropriate facsimile signature, regardless of how the facsimile signature came to be placed on the item. The Bank may pay such items even if the facsimile signatures were placed on the items without your authority. The Bank may pay such items regardless of the persons to whom they are drawn or paid. You assume full responsibility for all payments made by the Bank over any facsimile signature resembling an appropriate specimen facsimile signature. As used in this paragraph, the phrase "facsimile signature" refers to any method used to authenticate an item other than a manual signature of a natural person's name made by that person. The phrase includes (but is not limited to) the use of signature stamps or plates, computer generated symbols, and signatures produced by digital or other electronic means.
- 15. RIGHT OF SETOFF.** You hereby assign and grant to the Bank a security interest in all appropriate accounts as security for your obligations to the Bank or its affiliates, existing now or in the future. The Bank reserves the right of setoff against any of your accounts without prior notice to you to repay any debt or obligation owed to us. This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you owe us. Our security interest and our right of setoff also applies: (i) when we give you credit for or cash a third-party check which is returned to us unpaid for any reason or is counterfeit, regardless of the timing of said return; (ii) to cover overdrafts created in any account held by you or in which you have an interest whether or not you consented to the overdraft or are otherwise responsible for it; (iii) to recover service charges or fees owed by you; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We may exercise our right of setoff or security interest even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. You agree that the Bank will not be responsible for dishonoring items presented against your account when the exercise of our right of setoff or security interest results in insufficient funds in your account to cover the items. Our right of setoff or security interest can follow the proceeds to any other account held at the Bank.
Failure of the Bank to exercise its right of setoff as provided herein on any occasion when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff.
- 16. STALE ITEMS.** The Bank is not obligated to pay items drawn on any account which are presented more than six (6) months after their date; however, if the Bank does in its discretion pay any such items, it may charge your account for such items.
- 17. POSTDATED ITEMS.** You agree not to issue a postdated check and the Bank may disregard such date on the item when it is presented for payment. The Bank is authorized to pay any check prior to the date on the item even if you have given us notice that it is postdated. If the Bank agrees to re-credit your account after paying a postdated check you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist in any legal action taken against that party.
- 18. INCOMPLETE OR CONDITIONAL ITEMS.** You agree not to issue a check that is incomplete or conditional. For example, you should not issue a check with the notation "void after 30 days." The Bank has the right, however, to pay or refuse to pay an item which is incomplete or where payment is conditional and the condition has not been satisfied. For example, we may pay a check which says "void after 30 days" even though the check is presented more than thirty (30) days after its date.

- 19. OVERDRAFTS.** An overdraft is created when you have insufficient funds in your account to cover a check, withdrawal, automatic transfer, electronic transaction (e.g., ATM or point-of-sale purchase), returned deposited item, or any other electronic purchase, payment, or debit when it is presented for payment. If your account is linked to Overdraft Protection, the overdraft will be paid, pursuant to the terms of the OVERDRAFT PROTECTION paragraph stated below (and subject to the funds available in your Overdraft Protection). Overdraft Protection transfer fees as described in the Business Services Product and Pricing Guide will also apply.

To assess overdrafts on your account, the Bank has a process called Overdraft Review. Overdraft Review is the methodology the Bank uses to determine whether your items and debit transactions should either be paid or rejected when you have insufficient funds in your account to cover the item or transaction when it is presented for payment. Your account is automatically opted-in to Overdraft Review at account opening. You may opt-out of Overdraft Review by notifying the Bank. You have the right to decide if you want to participate (opt-in), or not to participate (opt-out), in the Overdraft Review process. Your decision to opt-in, or opt-out of Overdraft Review will be effective the next business day for all transactions initiated after the effective date. Participation in Overdraft Review does not guarantee that the bank will always authorize and pay your transactions and items. The Bank retains the discretion to decline payment of items or transactions that will overdraw your account, and may remove any account from Overdraft Review at any time and without notice to you.

The overdraft and returned item fees disclosed in the Business Services Product and Pricing Guide will apply to your account based upon the type of transaction and your decision for Overdraft Review. Overdraft fees can include the per-item overdraft fee and Negative Account Balance fees. Please see your Business Services Product and Pricing Guide for details. If you have multiple overdrafts on a given day, we may honor any one or more and return the others in any order. Multiple overdraft fees can be charged against your account per day on these occasions.

You are in the best position to ensure that your account has sufficient funds to cover any check or other debit by maintaining an accurate and current record of your deposits and withdrawals. You have the ability to confirm your current and available account balances through any BB&T ATM, BB&T Phone24, BB&T OnLine or by contacting any branch prior to writing a check, withdrawing cash, or initiating any electronic or debit transaction. Current and available balances do not include outstanding checks or debits not yet submitted to the Bank. You agree not to make withdrawals, write checks or make point of sale purchases against funds that are needed to pay ATM/Debit Card transactions that have been authorized, but have not yet been presented for payment, as this can result in an overdraft.

Payment of an overdraft creates a debt owed to the Bank. The amount owed includes applicable overdraft fees and the amount of the item paid.

The Bank is not responsible for notifying you prior to incurring an overdraft, overdraft fee, or returned item fee. Once you are notified that your account is overdrawn, you will be required to repay the Bank or to deposit sufficient funds to cover the overdraft and all related fees. You agree and acknowledge that overdraft fees are designed to compensate the Bank for its costs in processing overdraft items and to compensate the Bank for its risk in electing, at its discretion, to pay certain overdrafts. You further agree that such overdraft fees do not constitute a penalty. If you fail to reimburse the Bank for the overdraft and related fees, we will be entitled to recover our expenses in collecting the overdraft and fees; and any related charges including, without limitation, attorney's fees and legal costs. The payment of one or more overdrafts does not obligate the Bank to honor or pay future overdrafts, and you should not rely upon the Bank to honor or pay any overdraft. As to any account with multiple owners, each owner agrees that they are jointly and severally liable for any overdraft paid by the Bank and subsequent overdraft fees. Each owner also agrees that the Bank may debit funds from any other account held by such owners to repay the overdraft and any related fees.

- 20. OVERDRAFT PROTECTION.** Overdraft Protection is a service that automatically transfers funds to a qualifying deposit account to cover an overdraft by one or more of the following funding sources: Business Money Rate Savings, Business Investor's Deposit Account, Business High Performance Money Market, BB&T Business Visa® Credit Card, and/or Business Advantage Credit Line. Any credit account is subject to qualification and the terms and conditions contained in the applicable credit agreement. All fees applicable to your credit account are also contained in the credit agreement. The amount of Overdraft Protection available from a linked BB&T Visa is limited to the amount of the available Cash Advance limit. Your local BB&T financial center can discuss which credit accounts are available to provide Overdraft Protection. Overdraft Protection may not be available to cover an overdraft if you have exceeded your credit limit or have an insufficient balance in your savings or money market account. You will be charged applicable overdraft fees as disclosed in the Business Services Product and Pricing Guide if your Overdraft Protection is not available.

If a check, debit or other item ("item") is presented against your qualifying checking account when there is an insufficient balance to cover the amount of the item; funds will be automatically transferred from a designated bank, credit or investment account ("Overdraft Account") in the exact amount needed to cover the overdraft ("Overdraft Protection Transfer"). If there are insufficient funds or credit in the Overdraft Account to cover the entire amount of the overdraft, the item may be returned unpaid and a fee charged in accordance with your overdraft decision for the Overdraft Review process. An Overdraft Protection Transfer is subject to the Overdraft Transfer Fee as described in the Business Services Product and Pricing Guide. In general, the Overdraft Transfer Fee will be charged to your qualifying checking account. If you have designated a BB&T commercial credit card as your Overdraft Account, the Overdraft Transfer Fee will be charged to the BB&T Commercial Card account as described in the Business Services Product and Pricing Guide, and the BB&T Commercial Card Plan Agreement. If you have designated a savings or money market account as your Overdraft Account, each Overdraft Protection Transfer will count toward the six (6) permissible transfers and withdrawals per statement cycle for that account. If you exceed the permitted number of transfers and withdrawals, the account may be closed, converted to a transaction account, or charged an Excessive Activity Fee.

- 21. UNCOLLECTED FUNDS CHARGE.** You may be assessed an Uncollected Funds Charge at any time that the amount of collected funds in its account less any reserve requirements and any loan compensating balances results in a negative balance. When determining the balance of collected funds in your account, the Bank will determine and assign a collection period to each item deposited in the account. You agree that uncollected funds charges are not a penalty. Such charges are subject to change from time to time at the discretion of the Bank.
- 22. LEGAL PROCESS AGAINST AN ACCOUNT.** The Bank has the right to comply with any tax levy or garnishment request from the Internal Revenue Service, any state department of revenue, or any other governmental agency. The Bank may honor such levy or garnishment requests to the extent that the Bank itself has no claim to the money. The Bank may freeze any account until such time as it is instructed to release the levy or garnishment or until the Bank remits, or is ordered to remit, the funds to the appropriate governmental agency or department.

The Bank is also authorized, upon receipt of any notice of lien, process in attachment, garnishment, execution, or other proceeding relating to you or your account, to withhold payments of as much of the balance in your account(s) as may be the subject of such notice or process and to pay such amount to the court, creditor, or other party in accordance with applicable state or federal law. The Bank may also, in its discretion, place a hold on your account(s) for a reasonable period of time to permit the parties or the Bank an opportunity to file any additional legal proceedings or to informally resolve the action involving the account(s). You understand and agree that the Bank will not be liable for dishonoring checks, drafts, or other items because of insufficient funds in your account due to a hold placed on the account or resulting from service charges, setoffs, levies, garnishments, lien claims, or other legal processes. If the Bank incurs any expense, including, without limitation, administrative costs, reasonable attorneys' fees, or any costs of litigation in responding to any legal proceeding relating to you or your account that is not otherwise reimbursed, the Bank may charge such expenses to your account without prior notice to you. In addition, the Bank may deduct a fee in conjunction with any legal process served on your account. If there are insufficient funds in your account to reimburse us fully, you will be liable for the balance. Any legal actions against your account(s) are subject to the Bank's security interest and right of setoff. All funds held in a partnership account can be used to satisfy any legal process against the partnership's account notwithstanding any claim or assertion of actual ownership of the funds in the account.

- 23. DISPUTES CONCERNING AN ACCOUNT.** If we have been notified, or we reasonably believe there is a legitimate dispute or claim concerning your account, or we believe your account is subject to fraudulent or impermissible activity, we may, at our discretion: (i) continue to rely on the signature cards, resolutions, and other account documents in our possession; (ii) freeze all or any portion of the funds we deem appropriate until the dispute is resolved; (iii) pay the funds into an appropriate court of law or equity for resolution; (iv) honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; or (v) close the account and pay any proceeds to: (a) all who have or claim an interest in the account; or (b) the account owner(s) as indicated in our records. In addition, we may, at our option, commence a lawsuit to determine the ownership of your account.

The Bank's right to freeze or place a hold on your account includes prohibiting any type of withdrawal or transfer from the account and/or preventing any deposits or credits from being made to the account. Our right to freeze or place a hold on your account shall also apply if we, in good faith, believe that: (i) we have a claim against you or the funds in your account or we believe we may suffer a loss as a result of your actions; (ii) placing a hold on the account will best protect the interest of any one of the parties to the account; or (iii) placing a hold on the account would protect the Bank from any claims regarding disposition of the funds in the account. You further agree that, as a result of a hold

placed on your account, the Bank shall have no liability based on any item which is returned unpaid, causes the account to go into overdraft status, results in any item being declared an "Overdraft Item," or causes any other loss or damage.

- 24. DELAYED RETURN OF ITEM.** The Bank will not be liable if an item deposited into your account is returned after the time set by applicable law if the delay is caused by an improper endorsement. You will be liable to the Bank for any loss or expense we incur because we are unable to timely return an item drawn on your account caused by any markings or damage to the item.
- 25. RELATIONSHIP OF BANK AND DEPOSITOR.** When you open any account with the Bank a debtor/creditor relationship is created. Opening an account does not create a fiduciary relationship between the Bank and the Depositor. You agree not to bring any claim against the Bank based on an assertion that the Bank has breached a fiduciary duty.
- 26. COSTS AND EXPENSES.** You agree to be responsible to the Bank for its loss, costs, or expenses, including, without limitation, reasonable attorneys' fees, as a result of your breach of the terms of this Agreement, your illegal or improper activity or your negligent conduct. You authorize the Bank to deduct any such costs and expenses from your account without prior notice to you. Your responsibility for costs and expenses may include disputes between you and the Bank or situations where the Bank becomes involved in a dispute between you and some other party. The recovery of any costs and attorney's fees in a matter resolved through judicial or administrative procedure shall be determined in accordance with the rules of the court or administrative forum.

IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 27. ITEMS PAYABLE JOINTLY.** If an item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required and the Bank shall not be liable for any loss incurred by the maker as a result of there being only one endorsement.
- 28. AUTHORIZATION OF TRANSFERS.** You authorize the Bank to make transfers of funds from time to time from any deposit or credit account upon instruction of any individual using a correct account name, account number, security code, confidential identification number, or other information the Bank has on file about you, your account or any other authorized signer on your account, and whether given orally, by telephone, in person, in writing, through an ATM, point-of-sale terminal, or any other method. Any such transfers may also be governed by separate agreement with the Bank pertaining to such services. You acknowledge that the Bank has no method to determine whether a transaction conducted with the use of a valid account name, account number security code or other information which the Bank has on file about you or your account was proper and therefore authorize the Bank to complete any such transaction in which the Bank receives such identifying information.
- 29. DUAL SIGNATURES/SPECIAL PURPOSE ACCOUNTS.** Signature cards, banking resolutions, or other documents may contain language that requires two or more signatures for items drawn on the account or indication that the account is established for a special purpose. Notwithstanding any such language, or any prior understanding between you and the Bank, you agree that any such provision or prior understanding is solely for internal control purposes. As long as an item bears at least one authorized signature, the Bank will not be liable if we pay an item which does not have any additional signature(s), or which is not used for the special purpose indicated.
- 30. REMOTELY CREATED CHECKS.** A remotely created check (RCC) is a check that is not created by the paying bank and that does not bear the signature of the person on whose account the check is drawn. If you deposit, cash or negotiate a RCC with the Bank, you represent that the check was authorized by person on whose account it was drawn. If a RCC is returned to us, we may debit the amount from your account without prior notice.
- 31. LAWS GOVERNING YOUR ACCOUNT.** Your account is governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state in which the branch office where you opened your account is located. If you did not open your account in person at a branch office, but through the mail, by phone, or over the internet and you maintain your principal place of business, in a state where the Bank operates a branch office, your account will be governed by the terms of this Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state where the branch office is located. If you do not maintain your principal place of business in a state where the Bank operates a branch office and you opened your account through the mail, by phone, or over the internet, your account will be governed by the terms of this

Agreement, the laws and regulations of the United States and to the extent applicable, the laws of the state of North Carolina. These choice of law provisions are to apply without regard to conflicts of law principles. The Bank and you agree that any lawsuits, claims or other proceedings arising from or relating to your account or this Agreement, including without limitation, the enforcement of the Arbitration provision, shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to conflicts of law principles. The Bank and you further agree that venue shall lie in the same state, exclusive of any other state.

- 32. USE OF YOUR ACCOUNT.** Accounts and transactions subject to this Agreement may be used for lawful purposes only. Transactions reasonably believed by the bank to be used for or associated with unlawful activity may be rejected or stopped and the associated account(s) closed immediately and without prior notice. Unlawful activity forbidden under this Agreement includes, but is not limited to: fraud, money laundering, identity theft, illegal gambling, or other violations of federal, state, and local laws. Obligations owed before any improper transaction or account closure will remain in full force. All liabilities and costs associated with rejected or stopped transactions or closed accounts are assumed by the account holder.

Collateralized Accounts. If you hold an account that has been collateralized by the bank with securities, letters of credit or other assets, upon account withdrawal, you relinquish any claim on the collateral associated with the withdrawn balances.

- 33. CONTACTS AND ALERTS.** In order for us to service your account, we may contact you by phone, text, email or mail. You give BB&T and its agents express consent to contact you at any telephone number, email address or physical address that you have provided to us. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, including wireless numbers that may result in charges to you. You authorize us to monitor and/or record telephone calls and other electronic communications for business purposes and quality assurance.

BB&T Fraud Alerts. BB&T Fraud Alerts is a service that automatically notifies you of suspicious activity on your debit and/or credit card accounts via text, email and/or automated phone calls. Message frequency varies and is dependent on card use. You may opt out of receiving texts at any time by sending STOP to 22848. For assistance send HELP to 22848. Mobile carriers are not liable for delayed or undeliverable messages.

D. RULES APPLICABLE TO CERTAIN ACCOUNTS

1. CHECKING SUB-ACCOUNTS

All interest bearing and non-interest bearing checking (transaction) accounts offered by the Bank are designated as "Money Management Accounts." Savings and "money market" deposit accounts are not considered "Money Management Accounts." For most purposes, Money Management Accounts are treated as a single account for certain record keeping, fees, minimum balances, and paying items.

For regulatory accounting purposes, your checking account will consist of two "subaccounts" on our records. One sub-account is a checking account of the type designated by the account title ("Checking Sub-Account"). The other sub-account is a money market account ("Money Market Sub-Account"). If the checking account is interest bearing, interest will accrue on the combined collected balance on deposit in both of these sub-accounts at the interest rate established for the applicable checking account. Therefore, the Annual Percentage Yield (APY) earned for the account is based on the combined collected balance on deposit in both sub-accounts during the statement cycle. If the checking account is non-interest bearing, no interest will be paid on the sub-account.

By regulation, the Checking Sub-Account is classified as a "transaction" account from which an unlimited number of transfers of funds may be made; the Money Market Sub-Account is classified as a "money market" account in which case the number of transfers of funds from the account is limited to six (6) per statement cycle. The regulatory limitation on transfers from the Money Market Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts described below.

Funds on deposit in the Money Market Sub-Account will be maximized during each monthly statement cycle by automatic transfers from the Checking Sub-Account, which will minimize Funds on deposit in the Checking Sub-Account. In order to accomplish this goal, funds on deposit in the Checking Sub-Account in excess of the Target Balance, which is defined below, will be automatically transferred to the Money Market Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Money Market Sub-Account

back to the Checking Sub-Account to cover checks presented for payment or debits made from the Checking Sub-Account. Following the sixth such transfer from the Money Market Sub-Account to the Checking Sub-Account, no further transfers will be made from the Checking Sub-Account to the Money Market Sub-Account until the beginning of the next monthly statement cycle.

The Target Balance is a designated balance which is maintained in the Checking Sub-Account by automatic transfer of funds from the Money Market Sub-Account. The Target Balance is established for each Checking Sub-Account based on the type of checking account designated by the Bank as a Money Management Account and is subject to change from time to time without notice.

If checks presented and debits made against the Checking Sub-Account during the monthly statement cycle exceed the established target balance in the Checking Sub-Account, a transfer from the Money Market Sub-Account to the Checking Sub-Account will automatically be made by the Bank in an amount sufficient to pay the check(s) presented or debits made and to re-establish the Target Balance. The remaining balance in the Money Market Sub-Account will be transferred to the Checking Sub-Account, when the amount of the item(s) presented or debits made to the Checking Sub-Account plus the Target Balance exceeds the balance on deposit in the Money Market Sub-Account. Upon the sixth transfer from the Money Market Sub-Account to the Checking Sub-Account during any monthly statement cycle, the entire balance remaining in the Money Market Sub-Account shall be transferred to the Checking Sub-Account. At the end of each monthly statement cycle all funds on deposit in the Checking Sub-Account in excess of the Target Balance will be automatically transferred to the Money Market Sub-Account and the transfer process will begin anew.

The structure of the Money Management Accounts has no effect on the applicability of FDIC insurance coverage to the account.

2. NON-INTEREST BEARING CHECKING ACCOUNTS

The Bank offers several non-interest bearing business checking accounts, each with different qualifiers. Refer to the Business Services Product and Pricing Guide for details, including any limitation on the number of transactions, minimum balance requirements to avoid periodic fees, monthly maintenance charges, or other qualifiers for each account.

3. INTEREST BEARING CHECKING ACCOUNTS

The Bank offers several interest bearing business checking accounts, each with different qualifiers. Refer to the Business Services Product and Pricing Guide for details, including any limitation on the number of transactions, balance requirements to avoid periodic fees, monthly maintenance charges, or other qualifiers for each account.

Transfers and Withdrawals. You may make transfers or withdrawals to or from these accounts in any amount, at any time, and by any means acceptable to the Bank, with no limitation on the number of transfers, including third-party transfers.

Compounding and Crediting of Interest. The Bank will begin to accrue interest on items deposited in an interest bearing transaction account no later than the first business day on which the Bank receives credit for such items. (For IOLTA accounts only, interest is not compounded but it is credited to a separate legal services account. For Earnings² Checking accounts only, interest is not compounded but it is based on simple interest and credited to the account on the first business day after the 20th of the following month.) If the account is closed before interest is credited, you will not receive the accrued interest.

Balance Calculation. Interest is calculated on the full amount of the collected balance, less reserve requirements in the account each day. The daily balance method is used to calculate the interest in accounts. Under this method, a daily periodic rate of interest is applied to the collected balance in the account each day. (For IOLTA accounts only, interest is calculated on the full amount of the average monthly collected balance less reserve requirements. For Earnings² Checking accounts only, interest is calculated on the average positive monthly collected balance after subtraction of required reserves, if applicable, and deduction of balances required to offset balance-based service fees.)

Variable Interest Rate. All interest bearing business checking accounts are variable rate accounts. The Bank, at its discretion, may change the interest rate on the account at any time. Interest may be calculated on certain interest

bearing business checking accounts based upon a tiered rate schedule where different rates may apply according to the balance maintained in the account.

4. MONEY MARKET, SAVINGS, AND INVESTMENT ACCOUNTS

Compounding and Crediting of Interest. Interest begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items. Interest is compounded daily and credited on the last day of the statement cycle. If the account is closed before interest is credited, you will not receive the accrued interest.

Balance Calculation. Interest is on the full amount of the collected balance in the account each day. The daily balance method is used to calculate the interest in these accounts. Under this method, a daily periodic rate of interest is applied to the collected balance in the account each day.

Variable Rate Accounts. Except as otherwise provided, interest bearing accounts will be variable rate accounts. The interest rate may change at any time and in our sole discretion. Interest may be calculated on certain interest bearing business accounts based on a tiered rate schedule where different rates may apply according to the balance maintained in the account. For interest bearing accounts, you are permitted to make transfers or withdrawals to or from the account in any amount and at any time subject to the bank's right to require seven (7) days written notice prior to withdrawal of all or part of the funds on deposit.

Limitations on Withdrawals and Transfers. You are limited to no more than six (6) transactions, transfers, or withdrawals during any monthly statement cycle for the purpose of transferring funds to another BB&T account or making third-party payments by means of a check, draft, debit card, preauthorized or automatic transfer, telephonic transfer, or similar order. The only exceptions to these transaction limitations are described below. (Note: Transfers and withdrawals made through BB&T online platforms and BB&T Phone24 are included in the six (6) permitted transactions per cycle.) If you exceed the transaction limits during any monthly statement cycle, your account may be closed or converted to a transaction account. Excessive withdrawals and transfers may be subject to fees as disclosed in the Business Services Product and Pricing Guide.

- You may make unlimited withdrawals from the account if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited transfers between accounts of the Depositor at the Bank if made in person, by messenger, by mail, or at an ATM.
- You may make unlimited pre-authorized automatic transfers to make payments on loans obtained from the Bank.

E. CERTIFICATES OF DEPOSIT

1. **GENERAL APPLICABILITY.** The terms, conditions, and disclosures set forth in this section apply to all Commercial Certificates of Deposit, whether they are represented by a written certificate or are book entry Certificates of Deposit (collectively, "Certificates of Deposit"), unless it is indicated that the terms are applicable to specific types of Certificates of Deposit only, or where the terms and conditions set forth herein are superseded by terms and conditions set forth on the Certificate of Deposit or on the receipt for the Book Entry Certificate of Deposit, or in some other written contract entered into at the time of the initial deposit.
2. **DEFINITIONS.** For purpose of this section, "term" shall apply to the number of days or months for which the Organization agrees to have funds remain on deposit at the Bank; "maturity" or "renewal" and "renewal date" refer to the last day of the term of the Certificate of Deposit. This disclosure is in addition to the Client Summary or Interest Rate Schedule, and the Certificate of Deposit Receipt.
3. **INTEREST RATE.** All Certificates of Deposit pay a fixed rate of interest for the term of the Certificate with the exception of the Business Treasury CD and the Public Fund Treasury CD which have variable rates. A withdrawal prior to maturity will reduce earnings. The interest rate may be adjusted by the Bank in the event the Depositor makes a partial withdrawal that reduces the deposit balance below the minimum required to earn the existing rate. The adjustment to the interest rate is calculated by utilizing the current rate tiers established periodically by the Bank. Under no circumstances will the rate be increased above the last disclosed rate. The Bank may modify a Certificate of Deposit to accrue interest at the Bank's current rate of interest until the next renewal date, based on current rate tiers for the remaining balance and term of the Certificate of Deposit.
4. **COMPOUNDING AND CREDITING.** Interest on all Certificates of Deposit begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items (for example, checks), i.e., interest is paid on collected balances. Interest on all Certificates of Deposit is calculated on simple interest and credited to principal

annually on the anniversary date of the Certificate unless the Certificate has a term of less than a year, in which event, interest is credited to principal at renewal.

5. **BALANCE COMPUTATION.** The Bank calculates interest on the full amount of the collected balance in the account each day. The Bank uses the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day.
6. **RENEWAL.** All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate except for the interest rate and for any terms and conditions that may have been modified by the Bank, prior to renewal, notice of which has been given in accordance with this Agreement. If the Certificate of Deposit has a term of less than thirty-two (32) days, you have one grace day beginning the calendar day after the renewal date to change the term of the Certificate of Deposit. If the Certificate of Deposit has a term of thirty-two (32) days or more, you may change the term of a Certificate of Deposit by notice to the Bank during the ten (10) calendar day grace period beginning the day after the renewal date. Thereafter, the Certificate of Deposit will automatically renew for the modified term unless you are otherwise notified.

Changes in the principal amount of the Certificate of Deposit are subject to the restrictions set forth below. Modifications will be reflected on the renewal notice. Certificates of Deposit of any term shall be automatically renewed at the current interest rate designated by the Bank at the time of renewal for Certificates of like type, term, and amount. For any Certificate of Deposit initially offered with a special bonus rate, the renewal will be at an interest rate designated by the Bank at the time of renewal, which rate shall be comparable to other commercial Certificates of Deposit of like term and amount.

7. **ADDITIONAL DEPOSITS AND PARTIAL WITHDRAWALS.** In most cases no additional deposits or partial withdrawals of principal are allowed during the term of a Certificate of Deposit. Additional deposits may be accepted and partial withdrawals of principal and interest are allowed at renewal subject to the following restrictions:

Certificates of Deposit with a term of less than thirty-two (32) days:

Additional deposits or partial withdrawals of principal and interest may be made on the grace day after the renewal date.

Certificates of Deposit with a term of thirty-two (32) days or more:

Additional deposits and partial withdrawals of principal and interest may be made during the ten (10) calendar day grace period beginning on the day after the renewal date.

Minimum Balance:

Partial withdrawals of principal and interest may be made at maturity or renewal, provided that the balance remaining in the account after the partial withdrawal satisfies the Bank's minimum deposit requirements for the Certificate of Deposit.

8. **REDEMPTION.** The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity:

Automatically Renewable Certificates of Deposit with a term of less than thirty-two (32) days: Redemption without penalty may be made on the one day grace period following the maturity date. If not redeemed or modified during the grace period, the Certificate of Deposit shall accrue interest at the current rate for Certificates of Deposit of the same term, type, and amount.

Automatically Renewable Certificates of Deposit with a term of thirty-two (32) days or more: Redemption without penalty may be made during the ten (10) calendar day grace period beginning the day after the maturity date. If the Certificate of Deposit is redeemed within the grace period, interest will not be paid for the days after the maturity date through the date of redemption. If not redeemed or modified within the grace period, interest shall accrue at the current rate for Certificates of Deposit of the same term, type, and amount.

9. **WITHDRAWAL OF INTEREST.** With the Bank's consent, you may make a withdrawal of all or part of the accrued interest on a Certificate of Deposit prior to its maturity date provided that the remaining balance is at least equal to the original principal amount of the Certificate of Deposit.

10. WITHDRAWAL OF PRINCIPAL PRIOR TO MATURITY. Withdrawals of principal from a Certificate of Deposit prior to maturity may be permitted provided the principal balance remaining in the account continues to meet the Bank's minimum deposit requirement. In addition, certain early withdrawal penalties will apply and the interest rate may also be reduced.

11. EARLY WITHDRAWAL PENALTIES. Except as otherwise disclosed:

Certificates of Deposit with a term of less than 3 months, the penalty shall be all interest that would have been earned or \$25, whichever is greater.

Certificates of Deposit with a term of 3-12 months, the penalty shall be an amount equal to 3 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.

Certificates of Deposit with a term of 13-23 months, the penalty shall be an amount equal to 6 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.

Certificates of Deposit with a term 24 months or greater, the penalty shall be an amount equal to 12 months simple interest on the principal amount withdrawn or \$25, whichever is greater.

NOTE: If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the deposit.

12. ADDITIONAL TERMS FOR THE FOLLOWING COMMERCIAL CERTIFICATE OF DEPOSITS

BUSINESS TREASURY CD. The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. The Bank may make changes to the interest rate on your BB&T Business Treasury CD at any time. Additional deposits of at least \$100.00 are allowed at any time and may be made in person or by draft from a BB&T deposit account. Electronic deposits from non-BB&T accounts are not permitted. Interest will accrue on all additional deposits at the interest rate on the account at the time of the additional deposit. During the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

PUBLIC FUND TREASURY CD. The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. The Bank may make changes to the interest rate on your BB&T Public Fund Treasury CD at any time. No additional deposits are allowed except at renewal, following the guidelines described in the previous section titled "Additional Deposits and Partial Withdrawals." However, during the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

F. FUNDS AVAILABILITY

1. GENERAL WITHDRAWAL POLICY. This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third parties (whether by check, point-of-sale transaction, debit card, ACH, or preauthorized transfer), and an unlimited number of telephonic and prearranged automatic transfers to other accounts you have with the Bank.

Our general policy is to make funds from check deposits available during nightly processing on the same business day that we receive the deposit. Incoming wire transfers and cash deposits received in person at a branch are immediately available. (Note: Deposit accounts with sweep and zero balance services are excluded. These funds will be available on the first business day after the day we receive the deposit.) Funds from an electronic direct deposit will be available on the day we receive settlement for the deposit. Once available, the deposited funds may be used by you for withdrawal or transfer and we can use the funds to pay checks and other items that post to your account. Special rules apply for certain types of deposits as outlined in subsequent sections; please review these sections in

their entirety. Deposits received as a Real-Time Payment (RTP) will be available to you immediately. You acknowledge that any RTP is governed specifically by RTP Operating Rules of The Clearing House in effect at the time of the transaction and can be found at <https://www.theclearinghouse.org/payment-systems/real-time-payments> (RTP Rules). You authorize the Bank, at any time, to debit your account in the amount of a RTP if we receive a proper Request for Return of Funds in accordance with the RTP Rules. A payment may be returned if it is determined that it was made in error, was the result of fraud, or was made in violation of applicable law or the RTP Rules. You are not permitted to receive a RTP in violation of this agreement and you may not accept any payment on behalf of any person or entity not domiciled in the United States.

The following product types will receive an immediate availability of \$100 when an in person branch check deposit is made: Business Value 200, Business Value 500, Business Interest Checking, Business Money Rate Checking, Community Checking, Community Interest Checking, Civic Checking, Basic Public Fund Checking, Free Business Checking*, Brokered Comm Int Checking*, and Business Value Checking (155)*

** Denotes accounts no longer offered.*

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Bank and/or federal holidays. If you make a deposit during regular business hours, we will consider that the day of your deposit. If you make a deposit after the end of a current business day, on a Saturday or Sunday, or on a Bank and/or federal holiday, we will consider that the deposit was made on the next business day we are open. Inclement weather, natural disasters, or computer or electronic failures may also affect the banking day and business hours.

Business hours vary by branch or facility location and the method you choose to make your deposit. Our business days and hours are posted at our branches. Business days and hours for other deposit methods are outlined as applicable in the **ATM DEPOSITS, MOBILE DEPOSITS, AND ONLINE, TELEPHONE, AND IN-BRANCH ELECTRONIC TRANSFERS BETWEEN BB&T ACCOUNTS** sections. Business hours are subject to change from time to time at our discretion.

2. **ATM DEPOSITS.** For determining the availability of your deposits made at BB&T 24 ATMs, every day is a business day, except Saturdays, Sundays, and Bank and/or federal holidays. If you make a deposit before 6:00 p.m. local time on a business day, we will consider that the day of your deposit. ATM deposits made after 6:00 p.m. local time will be considered to be deposited on the next business day. You should consult your transaction receipt for the exact posting date of any ATM deposit.
3. **MOBILE DEPOSITS.** Mobile deposits are generally available to you within 3 business days from the business day we receive your deposit. For determining the availability of your mobile deposits, every day is a business day, except Saturdays, Sundays and Bank and/or federal holidays. If you make a deposit before 8:00 p.m. ET on a business day, we will consider that the day of your deposit. If you make a mobile deposit after 8:00 p.m. ET on a business day, on a Saturday or Sunday, or on a Bank and/or federal holiday, we will consider that the deposit was made on the next business day we are open.
4. **ONLINE, TELEPHONE, AND IN-BRANCH ELECTRONIC TRANSFERS BETWEEN BB&T ACCOUNTS.** Online, telephone, and in-branch electronic transfers between your BB&T accounts are considered deposits. These deposits are available to you on the same business day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your online, telephone, or in-branch electronic transfers between your BB&T accounts, every day is a business day, except Saturdays, Sundays and Bank and/or federal holidays. If you make a deposit before 9:00 p.m. ET on a business day, we will consider that the day of your deposit. If you make a deposit after 9:00 p.m. ET on a business day, on a Saturday or Sunday, or on a Bank and/or federal holiday, we will consider that the deposit was made on the next business day we are open.

5. **LONGER DELAYS MAY APPLY.** In some cases, we may not make all of the funds from a check available on the same business day as the deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$100 of your deposit will be immediately available. An additional \$100 will be made available during nightly processing on the business day we receive your deposit, for a total of \$200.

If we are not going to make all of the funds from a check deposit available on the same business day of your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your

deposit is not made directly to one of our associates, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

In addition, the withdrawal of funds that you deposit by check may be delayed for a longer period under one or more of the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the preceding six (6) months.
- There is an emergency, such as failure of communications or computer equipment.
- You deposit checks to a new account (\$200 same day credit may not be given).

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit. When a hold is placed for longer than two business days, you will not have any funds immediately available for use.

6. SPECIAL RULES FOR NEW ACCOUNTS. The following special rules may apply during the first thirty (30) days your account is open.

Funds from the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks, U.S. Treasury checks, U.S. Postal Service Money Orders, and checks drawn on Federal Reserve Banks and Federal Home Loan Banks will be available on the same business day we receive your deposit if the deposit meets certain conditions. For example, these checks (other than U.S. Treasury checks) must be deposited in an account held by the payee and must be deposited in person to an associate of the Bank. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our associates, the first \$5,000 may not be available until the second business day after the day of your deposit. The excess over \$5,000 will be available by the ninth business day after the day of your deposit. Proceeds of a U.S. Treasury check which are deposited in an account held by the payee will be available on the same business day we receive your deposit even if not deposited in person to one of our associates. Funds from all other check deposits generally will be available as outlined in the **GENERAL WITHDRAWAL POLICY** section.

ATM deposit functionality may be limited for temporary access devices issued for new deposit accounts.

7. HOLDS ON OTHER FUNDS.

Check Cashing. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Other Accounts. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

G. BACKUP WITHHOLDING & TAXPAYER IDENTIFICATION

BACKUP WITHHOLDING. Unless you are exempt as described below, federal law requires that the Bank withhold a statutory amount of interest or dividend payments (referred to as backup withholding) if you:

- Fail to furnish a Taxpayer Identification Number (TIN), or
- The Internal Revenue Service (IRS) notifies the Bank that you furnished an incorrect TIN, or
- You or the Bank have been notified by the IRS that you are subject to backup withholding, or
- For any interest bearing account opened after December 31, 1983, you failed to certify that you were not subject to backup withholding or you failed to certify that your TIN was correct.

If a correct TIN is not furnished at the time your account is opened, backup withholding will commence immediately. If you do not have a TIN assigned to you, IRS regulations allow a sixty (60) day grace period to obtain your TIN if you have completed the proper request for such grace period. Refer to the "Taxpayer Identification Number" section below for instructions on how to obtain a TIN.

While you are waiting to be assigned a TIN, backup withholding will occur. After sixty days (60), if a certified TIN is not furnished, your account may be closed. If you furnish a correct TIN within sixty (60) of account opening, and prior to year-end, you may request a refund of the amount withheld for backup withholding.

Certain additional IRS penalties may also apply if you fail to provide your TIN.

FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA"). If interest from your account is payable to certain foreign financial institutions, investment funds, or other non-financial foreign entities you are required to certify your FATCA status and provide any other applicable information at the Bank's request. Failure to provide such certification or information may result in a 30% withholding on the payment of interest. The Bank shall not be liable for any additional amounts you may owe as a result of your failure to comply with FATCA.

TAXPAYER IDENTIFICATION NUMBER

For sole proprietorships, the Taxpayer Identification Number may be either a Social Security number or an Employer Identification Number. If a sole proprietor is a resident or nonresident alien, and is ineligible for a Social Security number, the Taxpayer Identification Number may be either an IRS "Individual Taxpayer Identification Number" (ITIN) or an Employer Identification Number (EIN). For corporations, estates, organizations, clubs, and trusts the Taxpayer Identification Number is their Employer Identification Number. If the Organization does not have a Taxpayer Identification Number, obtain Form SS-5, Application for a Social Security Card (for individuals), from the local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from the local IRS office, or Form W-7, Application for IRA Individual Taxpayer Identification Number (for sole proprietors who are resident or nonresident aliens). In addition, sole proprietors who are resident or nonresident aliens must also furnish a passport, or some other government document to verify identity.

EXEMPT PAYEES. If the Organization is exempt from backup withholding and information reporting, it must complete a certification to that effect provided by the Bank. It must also provide the Bank with its Taxpayer Identification Number to be considered exempt. The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt except item (7). For broker transactions, payees listed in (1) through (11) and a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker are exempt. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items (1) through (5), except that a corporation that provides medical and health care services or bills and collects payments from such services is not exempt from backup withholding or information reporting. Only payees described in items (2) through (5) are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

1. A corporation
2. An organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under 403(b) (7)
3. The United States or an agency or instrumentality thereof
4. A state, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof
5. A foreign government or a political subdivision, agency or instrumentality thereof
6. A dealer in securities or commodities required to register in the U.S. or a possession of the U.S.
7. A futures commission merchant registered with the Commodity Futures Trading Commission
8. A real estate investment trust
9. An entity registered at all times during the tax year under the Investment Company Act of 1940
10. A common trust fund operated by a bank under section 584(a)
11. A financial institution
12. A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc. Nominee List
13. A trust exempt from tax under section 664 or described in section 4947 Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041(a), 6042, 6044, 6045, 6049, 6050A, 6050N, and 6050W of the Internal Revenue Code, and the Treasury Regulations under such sections.

FOREIGN ENTITIES. You will be exempt from backup withholding if you are a foreign entity and have completed a Form W-8. This certification must be made every three (3) calendar years. You must be able to certify exemption as a foreign entity to exempt the account from backup withholding because of foreign status.

PRIVACY ACT NOTICE. Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest, or other payments to give Taxpayer Identification Numbers to payors who must report payments to the Internal Revenue Service. The Internal Revenue Service uses the numbers for identification purposes and to verify the accuracy of your tax return. Payors must be given numbers whether or not recipients are required to file tax returns.

PENALTIES

FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. If you fail to furnish a correct Taxpayer Identification Number (TIN), you may be subject to a penalty of \$50 for each such failure unless such failure is due to reasonable cause and not to willful neglect. If you fail to furnish a TIN, the Bank may refuse to open your account. The Bank may close an account which was opened without a TIN and you fail to subsequently provide a TIN.

CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING. If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you may be subject to a penalty of \$500.

CRIMINAL PENALTY FOR FALSIFYING INFORMATION. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

MISUSE OF TINs. If you disclose or use a TIN in violation of federal law, you may be subject to civil and criminal penalties.

H. BANK SECRECY ACT

The Bank Secrecy Act (BSA) and its implementing regulation require a financial institution to maintain records and/or report certain transactions to federal government agencies. The act and regulation have been amended periodically and focus on issues such as anti-money laundering and anti-terrorist financing.

- 1. USA PATRIOT ACT.** Under federal law, the Bank is required to verify the identity of any party seeking to open an account with the Bank. You acknowledge that the Bank's identity verification procedures require the Bank to request certain information from you or third parties regarding you. You agree to provide the Bank with, and consent to, the Bank obtaining from third parties such requested information, including name, legal status, taxpayer identification number, and physical address, as a condition of opening any account. To the extent that you fail to provide or to consent to providing any such information, that failure shall be grounds for the Bank to not open your account and/or to close your account(s).
- 2. REPORTING CERTAIN ACTIVITIES.** Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed \$10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least \$5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the Bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction.

Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks, and other similar instruments when the amount of cash involved is \$3,000 to \$10,000 inclusive; and (ii) funds transfers of \$3,000 or greater. These records must be made available to the U.S. Treasury Department upon request.

²⁷ Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. You agree to assist the Bank in gathering information to meet Bank Secrecy Act requirements.

You may be eligible for a qualified exemption from some of the Bank Secrecy Act reporting requirements. To qualify for such exemption, you agree to cooperate with the Bank in collecting the necessary information to meet the exemption certification requirements.



TMA
Tax ID #:

**BB&T
TREASURY MANAGEMENT AGREEMENT**

THIS AGREEMENT, as dated below, is made by and between Branch Banking and Trust Company ("Bank") and _____ ("Customer").

1. Service

Subject to the terms and conditions contained in this Agreement, the applicable Banking Agreement and any Attachment which describe specific Treasury Management ("Services") (whether attached hereto or relating to any Service requested subsequent to the date of this Agreement), each of which are incorporated herein by reference, Bank will furnish Customer with those Services that it may request. Customer agrees to pay for all said Services in accordance with this Agreement and the Bank's current fee schedule for such Services. Initiation by Customer of any Services constitutes acceptance of the terms and conditions of this Agreement, the applicable Banking Agreement and any applicable Attachment.

2. Customer's Duties. Customer shall:

- a) Perform and observe all conditions, covenants and restrictions as set forth in this Agreement and any Attachments, and if required by a particular Service, maintain, at a minimum, a Deposit Account at Bank subject to the applicable Banking Agreement.
- b) Pay any bill rendered by Bank within 30 days after the billing date and grant to the Bank a right of set-off in all of Customer's deposit accounts for any bills, costs or expenses owed to Bank under this Agreement or any Attachment.
- c) Warrant that Customer is fully authorized to effect transaction concerning any account, whether or not in Customer's name, that at Customer's request is the subject of, or is affected by, any Service.
- d) Carefully examine any statement, notification or confirmation of a transaction and notify the Bank within 30 days of the statement date of any errors, discrepancies or fraudulent transactions. Customer agrees that the Bank will not be liable for any erroneous, unauthorized or fraudulent transaction resulting from the Customer's failure to safeguard any security or access device used in connection with any Services or its failure to reasonably supervise its employees or agents entrusted with the security or access device. Customer agrees to conduct a detailed background check of all employees or agents having authority to implement any cash management transaction and to periodically check such others' work. The Customer further agrees that the Bank will not be liable for any erroneous, fraudulent or unauthorized transaction which was not otherwise caused by the Bank's gross negligence or willful misconduct.
- e) Indemnify and hold Bank, its affiliates, subsidiaries, officers, directors and employees harmless against any claim, loss, damage, deficiency, penalty, cost or expense resulting from: (a) any breach or default by the Customer in the performance or observance of this or any other Agreement; (b) any negligence or willful misconduct of the Customer; (c) incorrect, incomplete, or inaccurate data or information furnished by Customer to Bank; (d) any action taken by Bank (i) at the direction of Customer or its agent, (ii) at any direction authenticated by any device, symbol, or code assigned to or chosen by Customer in connection with a Service (unless Bank has actual knowledge that such direction is unauthorized), or (iii) in accordance with the procedures set forth in any Attachment.

3. Bank's Duties. Bank shall:

- a) Instruct Customer and its personnel in the proper use and operation of the Service(s) furnished herewith.
- b) Exercise ordinary care in the performance of Bank's obligations under this Agreement and any Attachment, including the maintenance of the confidentiality of Customer's account and of any identification device, symbol, or code utilized by Customer in obtaining a Service.
- c) Not be responsible for any liability, loss or damage resulting from any delay in its performance of, or from any failure to perform, its responsibilities under this Agreement or any Attachment, or for any error in transmission which: (i) was not caused by the Bank's gross negligence or willful misconduct; (ii) results from any malfunction, including data related processing, that may occur in Customer's computer software or computer system; or (iii) from an act of God; a natural catastrophe or event, whether or not abetted or aggravated by human or unnatural agencies; the unavailability, interruption, or malfunction of communications facilities or utilities; acts of, delays, or failures to act by other banks or financial institutions, intermediaries or their personnel; and criminal acts by persons other than Bank personnel; or any other circumstances beyond the Bank's control.
- d) Consistent with any security procedures agreed upon between Bank and Customer, confirm the identity of any person executing a transaction pursuant to this Agreement or any Attachment. The Bank, otherwise, may rely upon any written or verbal instruction by any person if the bank reasonably believes such authority is genuine and shall not be liable or responsible for any action taken or not taken in accordance thereof.
- e) Indemnify and hold Customer harmless against any loss, damage, deficiency, penalty, cost or expense claims brought against Customer to the extent that such claims arise out of the Bank's gross negligence or willful misconduct. Any liability of Bank to Customer shall be limited to direct losses suffered by Customer, not to exceed the sum of the fees and charges then imposed for Services purchased by Customer hereunder for a period of one year.

EXCEPT AS PROVIDED IN THIS AGREEMENT, THE BANK MAKES NO REPRESENTATION OR WARRANTY, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT AND UNDER ANY CIRCUMSTANCES SHALL BANK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. Term.

- a) This Agreement shall remain in full force and effect on the same terms and conditions as expressed herein, or as may be amended, until such time as it is terminated by either party as provided herein. Subject to section 4(b) and 4(c), either party may terminate this Agreement or any Service by giving thirty (30) days prior written notice to the other party. The liabilities of the parties shall cease on the effective date of termination, except as to events that shall have previously occurred.
- b) All Services are provided subject to applicable laws and rules. In the event Bank reasonably determines it is no longer able to provide a Service due to a change in laws or rules, this Agreement or a specific Service may be terminated immediately upon written notice by Bank to Customer.
- c) In the event of Customer's failure to perform or observe any of the conditions, covenants, and restrictions herein set forth, or if in the good faith opinion of Bank the Customer is involved in illegal or unethical business practices or is financially unstable and/or the prospect of payment or performance has been impaired, then in addition to any other available remedies, Bank may terminate this Agreement or any Service immediately by giving written notice to Customer.

5. Miscellaneous.

Bank may amend this Agreement and any Attachment, including any provision as to fees, by giving Customer prior written notice of the amendment, but this Agreement may not otherwise be amended or assigned except in writing signed by both parties.

- a) Any notice under this Agreement shall be deemed given: (i) to Bank when such notice is received at its Payment Solutions Division, Attn: Payments Client Support, 5130 Parkway Plaza Boulevard, 500-96-01-05, Charlotte, NC 28217-1964, or at such other location as Bank may hereafter provide to Customer in writing; (ii) to Customer when mailed, postage prepaid, or delivered to Customer's current address, as shown on Bank's records.
- b) All information, whether printed, written or oral, furnished by either party shall be held in confidence and used only for the purpose of furnishing or utilizing Services rendered herewith and in compliance with the applicable Banking Agreement.
- c) This Agreement, together with the applicable Banking Agreement and any applicable Attachments contain the entire understanding of the parties and supersedes any previous discussions, proposals, or agreement, whether oral or written. In the event of any conflict between a provision set forth in this Agreement and a provision contained in an Attachment, the latter provision shall prevail. This Agreement shall not supersede or govern any other banking or lending relationship between the parties.
- d) The invalidity of any provision of this Agreement, either in its entirety or in any particular circumstance, shall not impair the validity of the remaining provisions or the validity of such provision in any other circumstance. This Agreement shall be governed, as to both interpretation and performance by the laws of the State in which Bank's main office is located, without regard to its conflict of laws provisions.
- e) Either party has the option of requiring that all disputes that may arise between the Customer and Bank, or any affiliate of the Bank, related to this Agreement, any Attachment or Services, or any products or investments provided to Customer shall be decided by arbitration held in the city where the Bank's main office is located. The parties are also advised that: (i) Arbitration is final and binding on the parties; (ii) The parties are waiving their rights to seek remedies in court, including the right to jury trial; (iii) Pre-arbitration discovery is generally more limited than and different from that in court proceedings; (iv) The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrator is strictly limited; and (v) The panel of arbitrators may include arbitrators who were or are affiliated with the banking or securities industry. Any arbitration shall be conducted under the Rules of the American Arbitration Association ("AAA"), except that arbitration of disputes involving a Broker-Dealer affiliate of the Bank may be conducted under the Rules of the National Association of Securities Dealers ("NASD") or an Exchange or self-regulatory organization of which the Broker is a member. In matters involving the Broker as a party, the Customer may elect in the first instance whether arbitration shall be by the AAA, NASD, an Exchange or other self-regulatory organization of which the Broker is a member, but if the Customer fails to make such election, by registered letter to the Broker at the Broker's main office, before the expiration of ten days after receipt of a written request from the Broker to make such election, then the Broker may make such election.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and to be effective as of the day and year first above written. Customer hereby acknowledges receipt of copies of this Agreement and any applicable Attachments and consents to the terms and conditions contained therein. *Customer further acknowledges and consents to the pre-dispute arbitration clause contained in the paragraph 5(e) above.*

CUSTOMER *

Signed: _____
 By: _____
 Title: _____
 Date: _____

* Individual signing as "Customer" above must be an authorized individual appearing on the ***BB&T Resolution and Agreement for Deposit Account***.

FORWARD COMPLETED DOCUMENT TO YOUR PAYMENT SOLUTIONS SALES REPRESENTATIVE:

Name: _____ Fax # / Email Addr: _____

BB&T

RESOLUTION AND AGREEMENT FOR DEPOSIT ACCOUNT

Name of Entity _____

EIN _____

- | | | |
|---|--|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Government Entity | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Unincorporated Association | <input type="checkbox"/> General Partnership | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other |

I, the undersigned, am a duly elected/appointed Authorized Officer, Proprietor, Authorized Partner, Authorized Manager, or other Authorized Employee of the above-named Entity duly organized and existing under the laws of the State of _____; and that I am authorized to certify that the following resolutions duly adopted by the Entity, and that such resolutions are in full force and effect and have not been amended or rescinded.

RESOLVED, that BB&T is hereby designated as a depository institution in which the funds of this Entity may, subject to the rules of BB&T, be deposited by any of its officers, agents or employees; and that any such officer, agent or employee is hereby authorized on behalf of the Entity and in its name to endorse for deposit, whether in demand or time accounts, or for negotiation or collection, any and all checks, drafts, certificates of deposit or any other payment instrument payable to the Entity, which endorsement may be in writing, by stamp or otherwise, with or without signature of the person so endorsing, it being understood that on such items all prior endorsements are guaranteed by the Entity, irrespective of the lack of a guarantee by the Entity; and

FURTHER RESOLVED, that any of the individuals listed below (a "Designated Representative") is hereby authorized to open or close any deposit account with BB&T and to authorize those persons ("Authorized Signers") who may execute a BB&T signature card on behalf of the Entity and transact business on such account:

Designated Representative (Signature)	Printed/Typed Name	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FURTHER RESOLVED, that BB&T be and is hereby authorized and directed to honor, pay and charge any of the accounts of the Entity, without inquiry to or responsibility for the application of the proceeds thereof, all checks, drafts, or other orders for the payment, withdrawal or transfer of money in the accounts of or to the credit of the Entity, and to honor any authorization for the transfer of funds between different accounts whether oral, by phone or electronic means without inquiry as to the circumstances related thereto and for whatever purpose or to whomever payable, including requests for conversion into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any person signing same or any other officer, agent or employee of the Entity, when signed or endorsed by an original or facsimile signature of any ONE Authorized Signer; and

<u>FOR BANK USE ONLY</u>	
Prepared By _____	Date _____
Center _____	Bank No. _____ State _____

Forward to:
Centralized Document Scanning Operations
M/C 100-99-15-11

FURTHER RESOLVED, that BB&T be and is hereby authorized to honor, receive, or pay any items bearing the signature of any one Authorized Signer even though payment may create an overdraft or even though such items may be drawn or endorsed to the order of such signer for exchange or cashing, or in payment of the individual obligation of such signer, or for deposit to such Authorized Signer's personal account and BB&T shall not be required or be under any obligation to inquire as to the circumstances of the issuance or use of any such item or the application or disposition of such item or the proceeds thereof; and

FURTHER RESOLVED, that the Entity assumes full responsibility and holds harmless BB&T for any and all payments made or any other action taken by BB&T in reliance upon the signatures, including facsimiles thereof, of any Authorized Signer regardless whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed if such signature reasonably resembles the specimen or facsimile signature of the Authorized Signer; and

FURTHER RESOLVED, that any Designated Representative, or person authorized in writing by a Designated Representative, is authorized to act on behalf of the Entity as follows: obtain information on accounts; appoint, remove or change Authorized Signers; deliver any night depository agreement; enter into any agreement for cash management services; lease a safe deposit box; enter into an agreement for deposit access device; enter into an agreement for credit cards; or enter into other agreements concerning the deposit accounts at BB&T; and

FURTHER RESOLVED, that any and all prior resolutions executed on behalf of the Entity are hereby revoked and that the foregoing resolutions shall remain in full force and effect until the Entity officially notifies BB&T to the contrary in writing. BB&T may conclusively presume that this Resolution and Agreement for Deposit Account and any signature cards executed pursuant hereto are in effect and that persons identified herein are properly authorized to act on behalf of the Entity. The Entity, as changes to the Designated Representatives and/or Authorized Signers are made, will immediately report and certify such changes to BB&T through submission of a new Resolution and Agreement for Deposit Account and/or signature card, as applicable. BB&T shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from the signature of any Designated Representative so certified, or refusing to honor any signature not so certified; and

FURTHER RESOLVED, that all transactions by any officer, employee or agent of the Entity on its behalf and in its name prior to the delivery of this Resolution and Agreement for Deposit Account are hereby ratified and approved.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal, if any, of this Entity,
this _____ day of _____, Year _____.

For All Entities:

(Authorized Officer/Proprietor/Authorized Partner/Authorized Manager/Other Authorized Employee)

(Corporate Seal)

BB&T SIGNATURE CARD (WEST VIRGINIA)

NAME AND ADDRESS OF DEPOSITOR(S)			
ACCOUNT NUMBER	OWNERSHIP DESIGNATION	ACCOUNT OPENING DATE	REVISED CARD DATE

Opened/Updated By _____ Approved By _____ Branch Location _____

IDENTIFICATION (Primary Account Holder)

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____
 Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____
 Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____
 Address as listed on ID _____ Work Phone Number (____) _____

IDENTIFICATION (Secondary Account Holder)

Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____ Date of Birth _____
 Second Type of ID _____ Issued By _____ ID Number _____ Expiration Date _____
 Employer _____ Cell Phone Number (____) _____ Home Phone Number (____) _____
 Address as listed on ID _____ Work Phone Number (____) _____

TIN CERTIFICATION

Under penalties of perjury, I certify by my signature below that: (1) The number shown on this form is the correct Social Security or Tax Identification Number, or I am waiting for a number to be issued to me, and (2) I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (Depositor must cross out (2) above if the IRS has notified the depositor that the depositor is currently subject to backup withholding because of underreporting of interest or dividends.), (3) I am a U.S. person (including U.S. resident alien), and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. (Applies to accounts maintained outside the U.S.)

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

Check one only if applicable:

- Depositor is an exempt recipient of interest under the Internal Revenue Code.
- Depositor is exempt as a non-resident alien and has completed a Form W-8 (required for interest bearing accounts only). Each non-resident alien depositor must complete a separate W-8.

I understand that if a taxpayer identification number is not provided to the bank within 60 days, the account may be closed.

BY MY SIGNATURE, I HEREBY CERTIFY THAT: (1) the type of ownership designated is correct; (2)(a) if I have opened a personal account, I have received the "Bank Service Agreement", the "BB&T Interest Rate Schedule" or Client Summary with interest rates, and the "BB&T Personal Services Pricing Guide" and agree to accept the terms of each document; or (2)(b) if I have opened a commercial account, I have received the "Commercial Bank Services Agreement" or "Institutional Bank Services Agreement" and the "BB&T Business Services Pricing Guide" and agree to accept the terms of each document; (3) I give permission to BB&T to verify any bank or credit references, and (4) I have read and understand this signature card, confirm that it is completed correctly and agree to its terms and disclosures.

Business, Trust, Bankruptcy, Guardian, Custodian, Conservator, IOLTA, Escrow and "Other" Accounts

The undersigned expressly authorizes BB&T to obtain any consumer report and/or any other Personal or Business credit reports.

Please sign beside the Printed Name(s) only. If signature line does not have a Printed Name, then a signature is not required on that line.

 SSN/TIN/EIN Printed Name DATE

 SSN/TIN/EIN Printed Name DATE