

COPY

MASTER BANKING SERVICES AGREEMENT

THIS MASTER BANKING SERVICES AGREEMENT (the "Agreement") is made this 1st day of November, 2008 by and between the Collier County Clerk of the Circuit Court, (the "Clerk"), and Fifth Third Bank, (the "Bank").

WITNESSETH:

WHEREAS, the Collier County Clerk of the Circuit Court issued its Request for Proposals for Banking Services on June 2, 2008, (the "RFP") pursuant to state and local law to solicit proposals to serve as the Clerk's primary relationship bank; and

WHEREAS, the Bank responded to the RFP by submitting its Proposal for Banking Services on June 27, 2008, (the "Proposal"), which Proposal was duly accepted by the Clerk as the most favorable proposal submitted; and

WHEREAS, the Bank shall be providing banking services to the Clerk under the RFP and the Proposal (hereinafter sometimes collectively called the "Contract").

WHEREAS, although the RFP and the Proposal address in detail the banking services to be provided, there are additional operational issues that need to be included and made a part of the Agreement between parties; and

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Clerk and the Bank hereby covenant and agree as follows:

Section 1. Purpose and Effect of this Agreement:

Delineation of Banking Services

The banking services to be provided to the Clerk by the Bank shall consist of:

- (a) each of the specific requirements, terms and conditions set forth in the RFP 2008-001 Banking Services (Exhibit A) which RFP is hereby incorporated herein by reference in its entirety; and
- (b) each of the services, terms and conditions set forth in the Proposal (Exhibit B), which Proposal is hereby incorporated herein by reference in its entirety; and
- (c) each of the terms, conditions and provisions of the specific banking service agreements provided for in the Exhibits detailed in Section 14 inclusive, hereinafter collectively referred to as the "Exhibits," which are attached hereto and made a part hereof. Unless the context requires otherwise, all references to "this Agreement," and use of the terms "herein," "hereby," "hereof," "hereto," "hereunder" and the like shall be deemed to include the RFP, the Proposal and this Agreement.

Section 2. Controlling Provisions

Except as otherwise specifically provided in Section 6 hereof, in the event of any conflict between the specific provisions of this Agreement or any of the Exhibits hereto, on the one hand, and the

requirements or provisions of the RFP and/or Proposal, on the other hand, the requirements or provisions of the latter documents shall control. Wherever possible, the provisions of all documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents. It is the intention of the parties that the Exhibits hereto set forth the day-to-day operational procedures to be complied with in connection with the Clerk's ordering of and the Bank's provision of specific banking services covered by the Proposal. In that connection, the parties hereby acknowledge and agree that, in the event that the Clerk elects to utilize any of the Bank's services not set forth in the Proposal, or in the event that the Bank, in the normal course of its business, develops specific service agreements in the future for banking services requested by the Clerk in addition to those covered by the Exhibits hereto, the parties will execute specific service agreements with respect thereto, such agreements to be consistent with the terms and provisions of the RFP, the Proposal and this Agreement, and in form and substance reasonably acceptable to the parties, and such agreements shall be deemed to be a part of and subject to this Master Banking Services Agreement, whether or not so stated in such service agreement.

Section 3. Services to be Rendered

The Clerk may deem that a reasonable number of additional demand deposit accounts or time deposit accounts with the Bank will operate under service specifications no cost to the Clerk, with the exception of transaction fees as documented in Exhibit C.

All banking services and online services proposed as specified in Exhibit B of this Agreement shall be available at commencement of contract.

The Clerk reserves the right to segregate Lockbox and other associated electronic services related to Lockbox at the Clerk's discretion with sixty (60) days written notice to the Bank at any time during the term of this Agreement.

Section 4. Payment for Services

The Bank will prepare on a monthly basis an analysis for all services rendered. Safekeeping activities shall be included on the analysis statement and be paid by direct invoice sent to the Finance and Accounting Department of the Clerk of the Circuit Court. Fees for safekeeping services shall be based on Exhibit C, of this Agreement. Fees shall be billed on a monthly basis and shall be paid in accordance with Florida's Prompt Payment Act, Florida Statute 218.74.

Section 5. Interest Rate Paid on Collected Balances

All balances available for overnight investment shall earn interest as indicated by the formula in Section III, Scope and Services of the RFP at Federal Funds less 8 basis points. The interest rate on available balances will never fall below 25 basis points. All balances in excess of the \$100,000 FDIC Insurance shall be fully collateralized by the Bank in accordance to all applicable Florida laws. Statements shall be provided on a monthly basis.

Alternative Overnight Investment options offered by the Fifth Third Institutional Government Money Market Fund, if used by the Clerk, would earn interest as calculated in Section III, Scope and Services of the RFP for such funds.

Section 6. Representations, Warranties and Covenants

- (a) The Bank hereby represents and warrants to the Clerk that it has full power and authority to enter into this Agreement and fully perform its obligations hereunder without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it. Assuming the due authorization, execution, delivery, legality and enforceability hereof by or against the Clerk when executed and delivered by the parties, this Agreement will constitute a valid and binding agreement of the Bank, enforceable against it in accordance with its terms, subject only to the application of general principles of equity and limitations arising from bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally.
- (b) The Bank has not employed or retained any person employed by the Clerk to solicit or secure this Agreement and it has not offered to pay, paid, or agreed to pay any person employed by the Clerk any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- (c) The Bank is aware of the conflict of interest laws of the ordinances of Collier County and rules and regulations of the Clerk, and of the State of Florida, and covenants that the Bank will fully comply in all material respects with the terms of said laws, ordinances, rules and regulations.
- (d) The Clerk hereby represents and warrants to the Bank that it has full power and authority to enter into and perform all of its obligations under this Agreement without the need for any further bids, notices or other actions by the Board of County Commission of Collier County or any other governmental authority. When executed and delivered by the parties, this Agreement will constitute a valid and binding agreement of the Clerk, enforceable against it in accordance with its terms, subject only to the application of general principles of equity and limitations arising from bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally. The Clerk further represents and warrants to the Bank that it has authorized the Clerk's Director of Finance and Accounting, or persons designated by them in writing, to execute and deliver documents to the Bank as necessary hereunder or reasonably deemed appropriate by such officers to effect the transactions contemplated hereby. The Clerk acknowledges and agrees that the Bank is fully authorized and directed to accept orders, requests and authorizations from such officers on the Clerk's behalf in connection with the implementation or provision of any of the banking services covered by the Proposal. Such authorization and direction shall not be deemed to prohibit or preclude the Bank from relying upon actions or requests of other Clerk personnel so long as the Bank reasonably believes, in good faith, that such persons have been authorized in writing to act on behalf of the Clerk or by any of such officials.
- (e) At the request of the Bank, the Clerk agrees to cause its designated officials or their designees to execute such signature cards as the Bank deems reasonably necessary for purposes of establishing appropriate security measures in connection with the banking services to be provided hereunder. The Clerk agrees to provide any and all documentation the Bank requires to execute and appoint such designated officials or their designees.

Section 7. Indemnification

The Bank shall indemnify and hold harmless the Clerk, its agents and employees from or on account of any losses, costs, claims and damages resulting from any breach of fiduciary duty committed during or on account of any operations connected with this Agreement and by any act of negligence in connection with the same; and by or on account of any negligent act or omission or willful

misconduct of the Bank or its subcontractors, agents, servants and employees and from any breach of this Agreement. The Bank further agrees to indemnify and hold harmless the Clerk, its agents and employees against any claims or liability arising from or based upon the violation of any applicable federal, state, county or city laws, by-laws, ordinances or regulations by the Bank, its subcontractors, agents, servants or employees and from any breach of this Agreement.

Section 8. Limitation of Liability

Notwithstanding any other term or provision of this Agreement, the Clerk shall not be liable to the Bank for any amount in excess of the actual loss sustained by the injured party, and in no event shall the Clerk ever be liable hereunder or in any action in tort arising out of the services or relationship to be provided or established hereunder for any indirect, special, incidental, punitive or consequential loss or damage of any kind, including lost profits or opportunities or damage to reputation (whether or not advised of the possibility thereof) arising or allegedly arising therefrom.

Section 9. Term and Termination

- (a) This Agreement shall have an initial term of (4) four years, beginning on November 1, 2008 and expiring on October 31, 2012, with an option to renew upon mutual agreement for an additional (2) two, (1) one year periods. Banking service charges for the optional renewal period must be mutually agreed upon and will be based on charges proposed, not to exceed the Consumer Price Index-Urban (CPI-U), for the first four (4) years of this contract.
- (b) The contract may be terminated with cause by the Bank upon providing written notice to the Clerk of the Circuit Court no less than (120) one hundred and twenty days prior to the effective date of such termination. The Clerk may terminate the agreement with or without cause with the financial institution upon (30) thirty days written notice prior to the effective date of the termination. Under no circumstances will any damages be paid by the Clerk as a result of the termination of this contract.
- (c) If the Bank does not comply with terms of this Agreement, the Bank shall be given notice to the specific default in writing. The default(s) shall be corrected within ten (10) days.
- (d) Right to Audit. The Clerk, from time to time, during Bank business hours and with at least two (2) business days prior notice to the Bank, shall have the right to audit the Bank's books and records at the Clerk's expense with regard to the accounts and services provided to the Clerk hereunder to ensure that all aspects of the Agreement are being met.

Section 10. Changes

The Clerk may, from time to time, request changes in the scope of services of the Bank to be performed hereunder. Such changes in services, which are mutually agreed upon by and between the Clerk and the Bank, shall be incorporated in written amendments to this Agreement.

Section 11. Waiver

No waiver of a breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

Section 12. Severability

Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the Clerk, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, and to the extent they cannot be so modified, then same shall be deemed severable, and in either event, the remaining terms and provisions in this Agreement shall remain unmodified and in full force and effect.

Section 13. Governing Law

This Agreement shall be construed and enforced according to the Laws of the State of Florida. Any litigation arising out of this Agreement shall be in the appropriate state court having jurisdiction in Collier County, Florida.

Section 14. Exhibits

The following documents are attached hereto and incorporated by reference herein:

Exhibit A- RFP 2008-001 Banking Services
Exhibit B- Fifth Third Proposal in response to RFP 2008-001 Banking Services
Exhibit C- Fifth Third Pricing Proposal in response to RFP 2008-001 Banking Services
Exhibit D- Contact List

Additional service agreements may be added from time to time as mutually agreed upon by the parties, and any service agreement may be terminated separately and severally without affecting the continued enforceability of all other provisions of this Agreement as to non-terminated services.

Section 15. Notices

All written notices, demands and other communications required or provided for hereunder or under any of the Exhibits hereto, except service issues, which may be addressed by telephonic communication or other method provided hereunder, shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the following address and person bearing the following title for each party hereto or such other addressee or person as shall be designated by a party in a written notice given in the manner required hereby:

Clerk:
Dwight E. Brock
Collier County Clerk of the Circuit Court
3301 Tamiami Trail E.
Naples, Florida 34112
(239) 252-2755 Fax
Email: Dwight.Brock@collierclerk.com

Bank:
Fifth Third Bank
Jim Ray
999 Vanderbilt Beach Rd
Naples, Florida 34101
(239) 591-6309
Email: Jim.Ray@53.com

All notices shall be deemed delivered when received.

Section 16. Service Issues

All service issues related to the everyday operations of the Clerk shall be responded to on the same business day. The Clerk agrees to utilize Exhibit D, the Bank's contact list to address service issues.

Section 17. Force Majeure

Clerk agrees that the Bank shall not be responsible or liable for any delay in its performance under this master Agreement or any losses arising out of delays and/or interruptions of business due to acts of God, acts of government authority, acts of public enemy or war, riots, civil disturbances, power failure beyond the Bank's reasonable control, telecommunications failure beyond the Bank's reasonable control, severe adverse weather conditions or other causes beyond the Bank's reasonable control. This time, if any, required for such performance under this Master Agreement shall be automatically extended during the period of such delay or interruption.

Section 18. Assignment

Neither party shall assign this Agreement or any interest herein, or delegate any of its duties hereunder, without the other party's prior written consent, except that it is agreed by the Clerk that the Bank may delegate certain services to be provided through independent contractors as described in any Exhibits attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement hereto:

Collier County Clerk of the Circuit Court
3301 Tamiami Trail E.
Naples, Florida 34112

Attest: Susan M. Barbiretti

By: Dwight E. Brock
Dwight E. Brock
Clerk of the Circuit Court and
Chief Financial Officer of Collier County

Fifth Third Bank
999 Vanderbilt Beach Road
Naples, Florida 34101

Attest: James C. Rowde

By: James C. Rowde
Vice President

ADDENDUM TO MASTER BANKING SERVICES AGREEMENT DATED NOVEMBER 1, 2008 BY AND BETWEEN
THE COLLIER COUNTY CLERK OF THE CIRCUIT COURT AND FIFTH THIRD BANK.

Another Alternate Investment option offered by Fifth Third Bank, if used by the Clerk, will be a PF TOTAL NOW account and would earn interest based on the 30 day LIBOR rate plus 5 basis points, as indicated in the below referenced Formula and Specific Example.

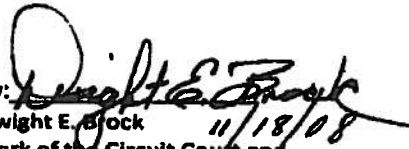
Book transfers will be made into and out of the PF TOTAL NOW account (#7432340044) in immediately available funds and will be invested, on a daily basis, at an interest rate based on LIBOR plus 5 basis points (APR). The LIBOR interest rate will be obtained and applied on a daily basis, from the following website <http://markets.ft.com/ft/markets/researchArchive.asp?report=MNY>. The interest earned on the account balance will be calculated using the following formula and compounded daily.

$1.76750 + .05 = 1.81750$ APY, the APY calculation is the same as illustrated in the RFP and incorporated by reference in the Master Banking Services Agreement dated November 1, 2008.

Available balances in the NOW account must be at a minimum of \$25,000,000 to earn the above stated interest rate.

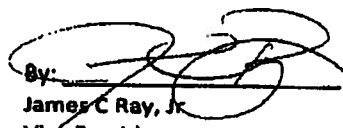
All balances in excess of the \$250,000 FDIC insurance shall be fully collateralized by the Bank in accordance with all applicable Florida laws. Statements shall be provided on a monthly basis.

IN WITNESS THEREOF, the parties have executed the addendum hereto:

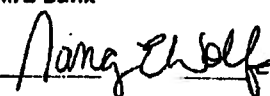
By: 
Dwight E. Brock
Clerk of the Circuit Court and
Chief Financial Officer of Collier County

Attest:



By: 
James C. Ray, Jr.
Vice President
Fifth Third Bank

Attest:



ADDENDUM

TO

MASTER BANKING SERVICES AGREEMENT

This Addendum is made and entered into on the 7th day of June, 2012 by and between Fifth Third Bank, whose address is 999 Vanderbilt Beach Road, Naples, FL 34101 hereinafter referred to as the **Bank** and the Clerk of the Circuit Court of Collier County, Florida, hereinafter referred to as the **Clerk**.

Whereas, there is an existing Master Banking Services Agreement between the parties allowing for the renewal for a subsequent term; and

Whereas, both parties agree to extend the original Master Banking Services Agreement with all of its requirements, Terms and Conditions for a (1) one year period commencing on November 1, 2012 and ending on October 31, 2013; and

The parties hereunto have agreed by the affixing of their signature that this Addendum shall take effect November 1, 2012.

Dwight E. Brock date 6-11-12

Dwight E. Brock
Clerk of the Circuit Court
Collier County, Florida
3315 Tamiami Trl E, Ste 102
Naples, FL 34112

Lori Buhs date 06/07/12

Lori Buhs
Vice President
Fifth Third Bank
999 Vanderbilt Beach Rd
Naples, FL 34101

Susan M. Barbieri
Witness

Cara Parker
Witness

ADDENDUM

TO

MASTER BANKING SERVICES AGREEMENT

This Addendum is made and entered into on the 15th day of August, 2013 by and between Fifth Third Bank, whose address is 999 Vanderbilt Beach Road, Naples FL 34101 hereinafter referred to as the Bank and the Clerk of the Circuit Court of Collier County, Florida, hereinafter referred to as the Clerk.


Whereas, there is an existing Mater Banking Services Agreement between the parties allowing for the renewal for a subsequent term; and

Whereas, both parties agree to extend the original Master Banking Services Agreement with all of its requirements, Terms and Conditions for a (1) one year period commencing on November 1, 2013 and ending on October 31, 2014; and

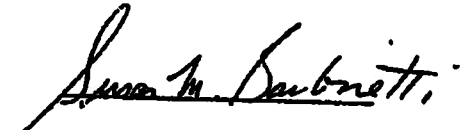
The parties hereunto have agreed by the affixing of their signature that this addendum shall take effect November 1, 2013.

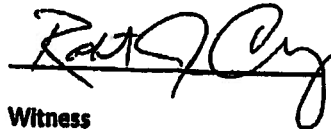
 date 8-15-13

Dwight E. Brock
Clerk of the Circuit Court
Collier County, Florida
3315 Tamiami Trl E, Ste 102
Naples, FL 34112

 date 8/27/13

Jim Mitchell
Vice President
Fifth Third Bank
999 Vanderbilt Beach Rd
Naples, FL 34101


Witness


Witness



**EXHIBIT A
RFP 2008-001 Banking Services**

PRICING PROPOSAL FORM

| General Services | Monthly Transaction Volume | Per Item Charge | Monthly Charge |
|--------------------------------|-----------------------------------|------------------------|-----------------------|
| Checks Paid | 9,800 | 0.05 | 490.00 |
| Other Debits | 150 | 0.05 | 7.50 |
| Commercial Deposits | 1,600 | 0.10 | 160.00 |
| ARP Base Charge | 10 | 5.00 | 50.00 |
| ARP Checks Paid | 4,800 | 0.03 | 144.00 |
| ARP Checks Issued | 4,500 | 0.03 | 135.00 |
| ARP Deposit Recon per item | 1,800 | 0.03 | 54.00 |
| ARP Paid No Issue | 10 | 0.03 | 0.30 |
| ARP Data Entry | 2 | 0.02 | 0.04 |
| Pos Pay Monthly Base Chg | 8 | 10.00 | 80.00 |
| Pos Pay Except. Reported | 20 | 0.10 | 2.00 |
| Non use of Teller Line Pos-Pay | 1 | 0.00 | 0.00 |
| Check Imaging per Account | 15 | 5.00 | 75.00 |
| Check Imaging per Item | 9,600 | 0.01 | 96.00 |
| Deposit Imaging per account | 20 | 2.50 | 50.00 |
| Deposit Imaging per Item | 54,200 | 0.01 | 542.00 |
| Deposit Imaging per Item | 50 | 0.01 | 0.50 |
| ED Items before 4 PM | 1,600 | 0.045 | 72.00 |
| ED Items after 4 PM | 400 | 0.065 | 26.00 |
| ED Items Cleared - on us | 200 | 0.030 | 6.00 |
| ED Items Cleared - Sub Check | 1,000 | 0.090 | 90.00 |
| ED Items Cleared - Image EXC | 900 | 0.065 | 58.50 |
| ED MICR Reject Repair | 10 | 0.10 | 1.00 |
| ED Client Software Maint. | 3 | 50.00 | 150.00 |
| ZBA Parent A/C | 3 | 10.00 | 30.00 |
| Deposit Items Rejected | 400 | 0.00 | 0.00 |
| Deposit Adjustment | 10 | 2.00 | 20.00 |
| Excessive Deposits Rejected | 300 | 0.00 | 0.00 |
| Composite Group | 3 | 0.00 | 0.00 |



| | | | |
|----------------------------------|-------------|--------|---------|
| Stop Payment | 30 | 5.00 | 150.00 |
| Paper Re-presentment | 100 | 0.00 | 0.00 |
| Returned Item or Chargeback | 200 | 1.50 | 300.00 |
| Multi Signer Base Charge | 2 | 0.00 | 0.00 |
| Check Pd Micr Reject & Represent | 2 | 0.00 | 0.00 |
| Return Item Special Instructions | 2 | 2.00 | 4.00 |
| Un-encoded Items Deposited | 21,600 | 0.025 | 540.00 |
| FICO Premium Assessment | 200,000,000 | 0.00 | 0.00 |
| Encoded Items Deposited | 28,000 | 0.025 | 700.00 |
| Online Image Retrieval Base | 20 | 5.00 | 100.00 |
| Online Image Retrieval per item | 15 | 0.01 | 0.15 |
| Monthly Maintenance | 40 | 5.00 | 200.00 |
| Returns Mgmt Module | 3 | 0.00 | 0.00 |
| Return Items per Image | 350 | 0.00 | 0.00 |
| Wire Turfs Incoming Structured | 1 | 5.00 | 5.00 |
| Banking Center Deposited Cash | 1,500,000 | 0.0005 | 750.00 |
| Branch Order | 40 | 2.00 | 80.00 |
| Branch Furn Coin Rolled | 150 | 0.15 | 22.50 |
| Branch Furn Curr Strap | 30 | 0.00 | 0.00 |
| Branch Furn Curr Strap Loose | 1,600 | 0.01 | 16.00 |
| Electra Big AA Intra Day Detail | 1,700 | 0.01 | 17.00 |
| Electra Big wire Channel outbid | 200 | 5.00 | 1000.00 |
| Electra Big wire Intel USD chan. | 2 | 20.00 | 40.00 |
| Lax Whelp Maintenance | 2 | 50.00 | 100.00 |
| Lax Retail Items Processed | 32,000 | 0.07 | 2240.00 |
| Lbx whsl item w/copy | 1,100 | 0.10 | 110.00 |
| Lbx whsl item w/o copy | 600 | 0.30 | 180.00 |
| Lbx whsl document scanned | 6,200 | 0.05 | 310.00 |
| Courier Service | 0 | 0.00 | 0.00 |
| Lbx Retail Exception Item | 250 | 0.15 | 37.50 |



| | | | |
|------------------------------------|--------|-------|------------------|
| Lbx whsl CD Rom Imaging | 1 | 0.00 | 0.00 |
| Lbx Retail Maintenance | 1 | 50.00 | 50.00 |
| Lbx Retail Daily CD Rom | 20 | 5.00 | 100.00 |
| Lbx Retail Per Image | 31,500 | 0.02 | 630.00 |
| Lbx Retail Transmission | 20 | 5.00 | 100.00 |
| Lbx Retail Cash Payment | 1 | 0.50 | 0.50 |
| Lbx Retail Special Payments | 20 | 0.50 | 10.00 |
| Electr Bkg wire confirm | 1 | 10.00 | 10.00 |
| Electr Bkg Prior day reporting | 3 | 5.00 | 15.00 |
| Electr Bkg ACH Module | 2 | 10.00 | 20.00 |
| Electr Bkg Wire Module | 1 | 5.00 | 5.00 |
| Electr Bkg Prior Day per a/c | 40 | 5.00 | 200.00 |
| Electr Bkg Prior Day Detail | 19,600 | 0.01 | 196.00 |
| Electr Bkg Current Day per a/c | 3 | 5.00 | 15.00 |
| Electr Bkg Current Day Rept. | 3 | 5.00 | 15.00 |
| ZBA Sub-Account | 30 | 5.00 | 150.00 |
| ACH Credit Items Received | 300 | 0.03 | 9.00 |
| ACH Debit Items Received | 100 | 0.03 | 3.00 |
| ACH Addenda Received | 400 | 0.02 | 8.00 |
| ACH Direct Send Monthly Maint. | 4 | 5.00 | 20.00 |
| ACH Direct Send Credits Orig. | 4,100 | 0.03 | 123.00 |
| ACH Direct Send Debits Orig. | 10,000 | 0.03 | 300.00 |
| ACH Direct Send Files Processed | 30 | 5.00 | 150.00 |
| ACH Module Maintence | 2 | 10.00 | 20.00 |
| ACH Module Credits Orig | 30 | 0.03 | 0.90 |
| ACH Module Debits Orig | 30 | 0.03 | 0.90 |
| ACH Module Addenda Orig | 50 | 0.01 | 0.50 |
| ACH Module Files Processed | 20 | 5.00 | 100.00 |
| ACH Deletion | 2 | 0.00 | 0.00 |
| ACH Return Items | 20 | 0.20 | 4.00 |
| ACH notification of change | 5 | 0.50 | 2.50 |
| Total Charges | | | 11,500.29 |



**EXHIBIT A
RFP 2008-001 Banking Services**

**PRICING PROPOSAL FORM
FOR PRODUCTS AND SERVICES
NOT ON THE PRICING PROPOSAL FORM**

| Service | | | |
|---|-----------------------------|----------------|----------|
| Custody Services * (Annual Minimum) | | | 5,000.00 |
| Service | | Cost ** | |
| <u>Virtual Vault (Brinks)</u> | | | |
| Fed Ready Coin Deposit | Per Bag | 0.56 | |
| Cash Deposit Regular | Per Bag | 0.75 | |
| Loose Coin Deposit | Per Bag | 0.60 | |
| Coin Non-Fed Bag | Per Bag | 0.95 | |
| Emergency Orders | Per order | 15.60 | |
| Manual Order | Per order | 4.65 | |
| <u>Payroll Cards ***</u> | | | |
| New Card Fee | Per Card | 0.75 | |
| Company Set-Up | One Time Fee | 36.00 | |
| <u>Integrated Disbursements - File Processing Fees</u> | | | |
| EDI: Orig Monthly | Monthly Maintenance Fee | 45.00 | |
| EDI: Orig File Process - 5/3 | Per Line Translation Charge | 0.03 | |
| EDI: Orig Chk Pmt | Per Check | 0.09 | |
| EDI: Orig Chk Pmt - Add'l Page | Per Page | 22.50 | |



**PRICING PROPOSAL FORM
FOR PRODUCTS AND SERVICES
NOT ON THE PRICING PROPOSAL FORM**

| | | |
|--|-------------------------------------|--------|
| <u>Integrated Disbursement - Bank Maintained Positive Pay</u> | | |
| ARP: Monthly Base | Monthly Fee to Maintain ARP Service | 22.50 |
| ARP: Delete Duplicate Issues | Per Item Deleted | 0.15 |
| ARP: Paid No Issues | Per Item Paid Not On Issue File | 0.75 |
| ARP: Checks Paid | Per Check | 0.011 |
| ARP: Checks Issued | Per Every Check Issue | 0.01 |
| ARP: Data Entry | Per Manual Entry To Update ARP File | 0.15 |
| ARP: Positive Pay Month Base | Monthly Fee to Maintain PP | 30.00 |
| PP: Positive Pay Exception Reported | Per Item Fee Per Each Exception | 0.012 |
| PP: Return Cancel on File | Per File Returned | 9.00 |
| PP: Non-Use of Teller Line Positive Pay | Monthly Charge for Non-Use | 30.00 |
| <u>Integrated Disbursement - Wire Processing Fees</u> | | |
| WIRE: Outgoing Transfer Non-RPT | Per Wire | 7.50 |
| WIRE: Batch Wire File | Per Wire Sent | 3.00 |
| <u>Integrated Disbursement - ACH Processing Fees</u> | | |
| ACH Monthly Base | Monthly ACH System Fee | 7.50 |
| ACH Basic Originating Credit | Per Transaction | 0.01 |
| ACH Addenda | Per Addenda Record | 0.026 |
| ACH Return Items | Per Item | 1.88 |
| <u>Deposit Management</u> | | |
| Deposit Management | Per Depositing Location | 21.00 |
| <u>ACH Transaction Management</u> | | |
| ACH Transaction Management | Monthly fee per Company ID set up | 15.00 |
| ACH Trans Mgt Items | Fee for each Transaction | 0.0010 |
| ACH Trans Mgt Setup | One-time fee to set up a company | 75.00 |
| <u>Transaction Control</u> | | |
| ACH Transaction Control | Fee for ACH Transaction Control | 10.00 |

* Please see the Global Securities Services Domestic Fee Schedule on the following page.

** Cost negotiable based on volumes.

*** Certain cardholder fees apply and charged directly to the cardholder.

FIFTH THIRD BANK
 Global Securities Services
 Domestic Fee Schedule

PER UNIT FEE

I. **Monthly Basic Account**

| | | |
|-----------------------|----|--------|
| Monthly Basic Account | \$ | 100.00 |
|-----------------------|----|--------|

II. **Security Transactions**

| | | |
|--------------------------------|----|------|
| Depository Eligible (DTC, FBE) | \$ | 6.00 |
| Principal & Interest Paydowns | \$ | 5.00 |

III. **Monthly Maintenance**

| | | |
|---------------------|----|------|
| Depository Eligible | \$ | 1.00 |
|---------------------|----|------|

IV. **Systems**

| | | |
|---|----|--------|
| Fifth Third Internet Securities WorkStation | | |
| First 4 licenses (per month) | \$ | 100.00 |
| Each 5 additional licenses (per month) | \$ | 50.00 |

V. **Miscellaneous**

| | | |
|--------------------------------|----|---------|
| Voluntary Corporate Actions | \$ | 25.00 |
| Wire Transfers (In/Out) | \$ | 7.00 |
| Check Requests | \$ | 6.00 |
| Special Services - per hr. fee | \$ | 75.00 |
| Overnight Packages | | At Cost |

| | | |
|-----------------------------------|--|---------|
| Annual Minimum (invoiced monthly) | | \$5,000 |
|-----------------------------------|--|---------|