

OLD DOMINION UNIVERSITY

STANDARD CONTRACT

Contract No. 13-221-0001-HRS

This contract entered into the 1st day of January, 2013 by Bank of America Merrill Lynch hereinafter called the "Contractor" and Old Dominion University, called the "Client".

WITNESSETH that the Contractor and the Client, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES:

The Contractor shall provide certain banking and cash management services to Old Dominion University in accordance with the information and requirements contained in the original Request for Proposal #13-221-0001-HRS, the original response to same by the Contractor, and all negotiated changes accepted by the Client.

PERIOD OF PERFORMANCE:

From January 1, 2013 through December 31, 2014, with options for nine (9) consecutive one-year renewal periods.

COMPENSATION AND METHOD OF PAYMENT:

The Contractor shall be paid by the Client in accordance with the schedule of fees submitted in the original proposal, and the fees as negotiated and shown in Attachment 1.

CONTRACT DOCUMENTS:

The following documents, by inclusive and/or reference, shall constitute the *Contract Documents* for this Agreement, as follows:

- 1) This fully executed agreement;
- 2) The Client's original Request for Proposal #13-221-0001-HRS dated June 18, 2012;
- 3) Contractor's original response to same dated July 27, 2012, including any and all associated addenda and attachments;
- 4) The attached Exhibit A, defining contract obligations, requirements and terms and conditions; and
- 5) Contractor's "Fee Schedule", incorporated herein as Attachment 1.

In the event of any conflict between this agreement and any of the above referenced documents, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

Bank of America

By: [Signature]
Kevin M. Larkin

Title: Senior Vice President

Date: 12/20/12

CLIENT:

Old Dominion University

By: [Signature]
Harry E. Smithson, Jr., CPPO

Title: Procurement Services Manager

Date: 12/20/2012

ATTACHMENT A

1. SCOPE OF SERVICES:

a. General Requirements:

The Contractor shall provide, but not be limited to providing the following services:

- 1) Client deposit processing;
- 2) Five (5) checking accounts (local, lock box, payroll, monarch plus, and alternative loans), to include:
 - i) a zero balance Payroll Clearing Account; and
 - ii) an EFT tax deposit with touch telephone and computer service options.
- 3) Twenty (20) small balance petty cash checking accounts;
- 4) Automated Clearing House (ACH) and wire transfers;
- 5) Coin rollers and tapes;
- 6) Change;
- 7) Electronic statements;
- 8) Maintenance of accounts;
- 9) Managed automatic short-term investments;
- 10) Foreign drafts;
- 11) On-line access to all banking functions and banking data;
- 12) Positive pay for ach and check transactions;
- 13) Credit card transactions;
- 14) ePayables Service and ACH Processing Services; and
- 15) Direct Deposit Service for two payroll files via Browser Secured File transfer each semi-monthly payday, with the Contractor serving as the Originating Depository Financial Institution, and performing the ACH services in accordance with the rules of the National Automated Clearing House Association (NACHA).

b. Specific Requirements – Banking and Related Financial Services:

- 1) Deposit Processing – The Contractor, at a minimum, shall be responsible for providing the following as related to “Deposit Processing”:
 - i. A depository system capable of servicing:
 - (a) Client depositors in Norfolk, Portsmouth, Hampton/Newport News and Virginia Beach via local branches or corresponding banking relationships. Note: At the present time, deposits are anticipated from the Client main campus only; and
 - (b) Client Employee direct deposit accounts that are established or will be established at the financial institution of their choice.
 - ii. A special State Treasurer’s demand deposit account for receiving deposits from the Client:
 - (a) The Client will buy back all returned checks that have passed unsuccessfully through the clearing process twice. Under no circumstances shall the Contractor automatically debit any Client account for this reason; and
 - (b) The Contractor shall accept all Client deposits, and shall not alter the Client’s deposits to any account. If an error occurs the Client shall be notified immediately, error correction will be done as the next day’s business.
 - iii. Pre-printed deposit slips for all Client accounts.
 - iv. Direct deposit of payroll service so that the Client can electronically deposit employee net pay directly into their personal account at the financial institution of their choice:
 - (a) Wires/ACH errors and returns shall be transmitted electronically;
 - (b) Total file verification shall be through electronic or other secured method;
 - (c) A contact name and phone number for ACH emergencies and transmissions outside the regular ACH schedule; and

- (d) Contractor shall serve as Originating Depository Financial Institution and Perform the ACH services in accordance with the rules of the National Automated Clearing House Association (NACHA).
 - v. The electronic payment of all federal (to include, but not limited to 941 and 1042s tax deposits) and state tax deposits should be electronically transmitted:
 - (a) All federal and state tax deposits will be confirmed electronically and with a faxed report within 24 hours of the deposit transaction;
 - (b) In addition, the Contractor will provide a Monthly Activity Statement of all activity in chronological order for the month; and
 - (c) Offer the additional add on options of a Penalty alert Service.
- 2) Checking Accounts - The Contractor, at a minimum, shall be responsible for providing the following as related to "Checking Accounts":
- i. Separate demand deposit accounts, one for general operations and one for a zero balance Payroll clearing account;
 - ii. Payment of all presented valid Client check of draft, regardless of balance or non-sufficient funds, in which case shall be corrected with the next day's cash infusion or investment wire;
 - iii. Petty cash checking accounts with each account having all Banking charges posted to the Client's central local account;
 - iv. Both on-line and telephone stop payment orders and other services normally included in checking accounts; and
 - v. Option of both partial and full reconciliation for all accounts.
- 3) Funds Transfers - The Contractor, at a minimum, shall be responsible for providing the following as related to "Funds Transfers":
- i. On and off line wire transfer capability, depository transfer checks and ACH transfers at the Client requests;
 - ii. Electronic ACH/wire transfer service to initiate outgoing wires;
 - iii. Phone based ACH/wire transfer service; and
 - iv. Electronic and/or phone based wire transfer vehicles with adequate security and control measures;
- 4) Coin Rollers and Tapes - The Contractor shall provide the Client with coin rollers and currency tapes upon request.
- 5) Change - The Contractor shall provide change in coin and currency upon request by the Client.
- 6) Statement of Maintenance - The Contractor, at a minimum, shall be responsible for providing the following as related to "Statement of Maintenance":
- i. Bank statements reporting all debits, credits and checks paid (by check number), and an account reconciliation on CD, and electronic date transmission detailing all debits and credits that comprise the banking activity for the month. Such statements shall have an end of the month cut-off as agreed to in advance by the Client;
 - ii. A site from which to FTP files which the mode of transfer and the file layout must be acceptable to the Client;
 - iii. All checks and related documents, or an acceptable alternative such as the images on a CD monthly. All checks shall be sorted by check number. All documents or media shall be shipped in an acceptable container so that they may arrive without damage;
 - iv. Delivery of deposit receipts, debit and credit memoranda notices on a daily basis;
 - v. Standard monthly analyses of accounts for each account, which details the average account balance for the month, the earnings credit to be received and the cost of individual services; and
 - vi. Quarterly Activity Statements for all federal and state deposits.

- 7) Managed Automated Short-term Investments - The Contractor, at a minimum, shall be responsible for providing the following as related to "Managed Automated Short-term Investments":
- i. Management of the short-term funds in excess of those required to meet outstanding obligations on its demand deposit accounts. These services shall be managed daily to take advantage of varying levels of cash needed in the Client's accounts and to respond to changes in the capital markets;
 - ii. Automatic investment services that provide full credit analysis of prospective investments so as to minimize the risk on the deposited funds. In managing the Client's excess cash, the following short-term instruments (not to exceed six months in maturity) shall be acceptable for investment:
 - (1) U. S. Treasury Issues;
 - (2) Repurchase agreements (physical possession must be taken);
 - (3) A1/P1 Commercial paper;
 - (4) Money Market funds;
 - (5) U. S. Government Agency Securities;
 - (6) Certificates of Deposit;
 - (7) Bankers Acceptances;
 - (8) Bank Master Notes; and
 - (9) High Grade Corporate Notes and Debentures (A or better).
 - iii. Upon written approval of the Client President (or designate), additional investments may be authorized, maturity limits may be modified, or other changes may occur; however, such investments that the Contractor may make should at all times be in compliance with all applicable laws and in conformity with Client at the time of investment. If investments do not comply with all applicable laws, the bank shall be held responsible notwithstanding the said approval.
- 8) Foreign Drafts - The Contractor, at a minimum, bank drafts in foreign currency, and the ability to receive foreign drafts or wires.
- 9) On-line Access to Banking Services - The Contractor, at a minimum, shall be responsible for providing the following as related to "On-Line Access to Banking Service":
- i. Detailed information related to transaction in each account on a daily basis. This information shall be accessed on-line through automated daily balance reporting as a part of the standard services provided by the bank;
 - ii. Service shall be at least available during normal working hours; and
 - iii. Required software for Banking services must be compatible with windows 7 and above.
- 10) Credit Card Verification Terminals - The Client has purchased its own credit card verification terminals and implementation for use of same may be initiated with *TouchNet Information Systems, Incorporated*, who would process 'interchange' fees and associated charge-backs.
- 11) Credit and Debit card transaction processing services - The Contractor still may be responsible for final processing of credit and/or debit card transactions for those Cards accepted by the Client.

2. UTILIZATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES:

The following reports shall be submitted as indicated:

a. Periodic Progress Reports/Invoices

The Contractor(s) shall provide a report on involvement of small businesses and businesses owned by women and minorities on a quarterly basis to the Contract Officer. This report will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such

businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority businesses.

b. Final Actual Involvement Report

The Contractor(s) shall submit to the Contract Officer, within 10 days of contract completion, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value.

3. TERMS & CONDITIONS:

- A. VENDORS MANUAL: This contract is subject to the provisions of the Commonwealth of Virginia, specifically § [23-38.90](#) of the Code of Virginia and its associated *Rules Governing the Procurement of Goods, Services, Insurance and Construction* ("the Rules") and the *Purchasing Manual for Institutions of Higher Education and their Vendors* and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is accessible on the Internet at www.odu.edu/procurement under "Information for Vendors".
- B. APPLICABLE LAWS AND COURTS: This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: During the performance of this contract, Contractor shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 10. of the Rules. In every contract over \$10,000 the provisions in 1. and 2. below apply:
1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ANTITRUST: Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Client under said contract.
- E. PAYMENT:
1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social

security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. Each payment shall be accompanied by a detailed statement of its computation and the Contractor shall furnish supporting documentation to the Client upon request;
- d. All goods or services provided under any subsequent contract or purchase order(s), that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- e. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Client shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the Client of its prompt payment obligations with respect to those charges which are not in dispute (§ 42. of the Rules).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Client for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Client and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Client, except for amounts withheld as stated in (2) above.
- c. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Client.

3. Contractor shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- F. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Client.
- G. CHANGES TO THE CONTRACT:
Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Client may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Client a credit for any savings. Said compensation shall be determined by one of the following methods:
 - (1) By mutual agreement between the parties in writing; or
 - (2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Client's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - (3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Client with all vouchers and records of expenses incurred and savings realized. The Client shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Client within thirty (30) days from the date of receipt of the written order from the Client. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendors*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Client or with the performance of the contract generally.
- H. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Client, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Client may have.
- I. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes
- J. INSURANCE: Contractor certifies that the Contractor and any subcontractors will maintain at a minimum, the following insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Client of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Client of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- K. DRUG-FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitation or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section a *drug-free workplace* means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING: The Contractor shall not state in any of its advertising or product literature that the Client has purchased or uses its products or services.
- B. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for 'rolling period' of seven (7) years from the date of transaction. With proper prior notice given to the Contractor, the Client, its authorized agents, and/or state auditors shall have full access to and the right to examine any records related to the Client and its transactions during that period.
- C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Client shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. CANCELLATION OF CONTRACT: The Client reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. INDEMNIFICATION: Client and Contractor agree to mutual "non-indemnification".
- F. RENEWAL OF CONTRACT: This contract may be renewed upon mutual consent from both Client and Contractor, for up to nine (9) additional one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Client's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Client elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease by no more than the lesser of (1) the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or (2) 5%.
2. If during any subsequent renewal periods, the Client elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increase/decrease by no more than the lesser of (1) the percentage increase/decrease of the "Other Services" category of the CPI-W of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or (2) 5%.

- G. TREASURY SERVICES TERMS AND CONDITIONS: Upon review and approval by the Client, *Treasury Services Terms and Conditions Booklet* referenced in Contractor's response, and executed on February 27, 2012, will be incorporated herein as part of the final contract.
- H. WARRANTY (COMMERCIAL): Upon review and approval by the Client, the product and services provided by Contractor may be governed by the 'warranties' detailed in the *Treasury Services Terms and Conditions Booklet* referenced in Contractor's response, and executed on February 27, 2012. Otherwise, the Contractor agrees that the goods or services furnished under contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Client by any other clause of this solicitation.

Exhibit A - Fee Schedule

Description of Services	Annual Volume	Rate	Extensions
Balance Related Services:			
COLL Overdraft Interest Charge	2,105	0.000	\$0.00
FDIC Assessment	\$28,641,308	0.000	\$0.00
Depository Services:			
Account Maintenance	288	4.000	\$1,152.00
Banking Center Deposits	225	0.250	\$56.25
Item Processing Deposit	264	0.250	\$66.00
General Checks Paid – Not Truncated	45,000	0.045	\$2,025.00
Direct DDA Stmt Per Acct	36	8.000	\$288.00
Direct Paid Item Inquiry	384	1.000	\$384.00
ZBA Master Account Maint	12	20.000	\$240.00
ZBA Subsidiary Account Maint	12	15.000	\$180.00
Returns - ERIN	24	0.000	\$0.00
Returns - Chargeback	84	1.500	\$126.00
Returns - Reclear	72	1.500	\$108.00
Returns - Alternate Address Service	12	0.000	\$0.00
Returns - Alternate Acct	36	0.250	\$9.00
Checks Deposited	12,500	0.060	\$750.00
Stop Pay Automated<=12 Months	180	5.000	\$900.00
Stop Pay Automated>12 Months	2	10.000	\$20.00
Debits Posted - Electronic	960	0.080	\$76.80
Credits Posted - Electronic	8,556	0.080	\$684.48
Gen Cks Pd-IS Front Img	525	0.150	\$78.75
Deposit Account Statements	288	0.000	\$0.00
Banking Center Deposits	48	2.000	\$96.00
Commercial Dep - Cash Vault:			
Curr/Coin Dep/\$100 - Bkg Ctr	12	0.110	\$1.32
Curr/Coin Dep/\$100 - Vlt	9,648	0.050	\$482.40
Express Tax Services:			
Federal Tax PC Services	85	2.000	\$170.00
Faxed Tax Deposit Receipt	85	1.000	\$85.00
General ACH Services:			
ACH Optional RPTS - Electronic	300	1.000	\$300.00
ACH Optional RPTS - Fax	600	2.500	\$1,500.00
ACH Delete/Reversal	48	5.000	\$240.00
ACH Return Item	385	1.000	\$385.00
ACH Transmission Setup - Test	60	0.000	\$0.00
ACH Monthly Maintenance	60	10.000	\$600.00
ACH Setup	12	0.000	\$0.00
ACH Input - E Channel	108	5.000	\$540.00

Exhibit A - Fee Schedule

Description of Services	Annual Volume	Rate	Extensions
ACH Input - File	600	4.000	\$2,400.00
ACH Originated Addenda	600	0.010	\$6.00
ACH Notif Of Change (Noc)	250	1.000	\$250.00
ACH Standard Reports - Fax	300	1.500	\$450.00
ACH Standard Reports - Electronic	700	1.000	\$700.00
Consumer On Us Credits	35,295	0.020	\$705.90
Consumer Off Us Credits	115,000	0.020	\$2,300.00
Consumer On Us Debits	1,512	0.030	\$45.36
Consumer Off Us Debits	6,225	0.030	\$186.75
Corporate On Us Credits	70	0.030	\$2.10
Corporate Off Us Credits	550	0.030	\$16.50
Consumer On Us Debits (E)	2	0.030	\$0.06
Consumer Off Us Debits (E)	62	0.030	\$1.86
ACH Credit Received Item (E)	5,217	0.050	\$260.85
ACH Debit Received Item (E)	673	0.050	\$33.65
Controlled Disbursements			
Disbursement Check Rejects >1%	26	1.500	\$39.00
Wire Transfer			
Wire Module Maintenance Svcs	12	10.000	\$120.00
Elec Wire Out - Domestic	12	4.000	\$48.00
Elec Wire Out - Book DB	150	2.000	\$300.00
Incoming Domestic Wire	75	4.000	\$300.00
Wire Advice - Mail	85	2.000	\$170.00
Elec Wire Bk Mnt Temp Storage	48	0.500	\$24.00
Incoming USD Intl Wire - Chg Our	24	0.000	\$0.00
Incoming USD Intl Wire - Chg Ben	1	0.000	\$0.00
Book Credit	2	6.000	\$12.00
Account Reconciliation			
ARP Partial Maint-Paper Rpts	24	25.000	\$600.00
ARP Partial Per Paid Item	31,176	0.010	\$311.76
ARP Recon Trans End of Cycle	24	10.000	\$240.00
Information Services			\$0.00
CPO Online Subscription	12	0.000	\$0.00
Direct Previous Day Acct	12	16.670	\$200.04
Direct Current Day Acct	1	16.670	\$16.67
Direct Previous Day Std Item	1,512	0.025	\$37.80
Direct Current Day Std Item	24	0.260	\$6.24
Direct Previous Day Ext Item	34,668	0.025	\$866.70

Exhibit A - Fee Schedule

Description of Services	Annual Volume	Rate	Extensions
EDI Services			
Paymode Transaction	732	0.037	\$27.08
Global Advice Rec Per Payment	8,124	0.200	\$1,624.80
Global Advice Receiving Maint	24	35.000	\$840.00
Image			
CD Rom Maintenance	24	10.000	\$240.00
CD Rom Per Image	31,176	0.010	\$311.76
CD Rom Disk	48	5.000	\$240.00
Image Retrieval	24	0.150	\$3.60
Credit Card Transactions			
Processed by BOA - % of \$'s	\$56,000,000	0.0002	\$11,200.00
Annual Transactions - Per Fee	135,000	0.080	\$10,800.00
Miscellaneous			
Check Copy	24	10.000	\$240.00
Total Extensions			\$47,722.48