

AGENDA
FINANCE COMMITTEE
Village of Hoffman Estates
December 5, 2011

Immediately following Public Works and Utilities

Members: Gary Pilafas, Chairperson
Anna Newell, Vice Chairperson
Karen Mills, Trustee
Ray Kincaid, Trustee
Jacquelyn Green, Trustee
Gary Stanton, Trustee
William McLeod, Mayor

I. Roll Call

II. Approval of Minutes – October 24, 2011, November 14, 2011

NEW BUSINESS

1. Request approval of the 2012-2016 Capital Improvements Program as recommended by the Capital Improvements Board.
2. Request approval of an ordinance adopting the budget for all corporate purposes of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, in lieu of the appropriation ordinance, for the fiscal year commencing on the first day of January 2012, and ending on the thirty-first day of December, 2012.
3. Request authorization to establish Police hire back rates for the period January 1 through December 31, 2012.
4. Request authorization to declare \$5,357,786.84 as surplus funds within the EDA Special Tax Allocation Fund, and direct the Treasurer to remit said funds to the appropriate taxing districts.
5. Request authorization to award three year contract to JP Morgan Chase for banking services.
6. Request acceptance of Finance Department Monthly Report.
7. Request acceptance of Information Systems Department Monthly Report.
8. Request acceptance of Sears Centre Monthly Report.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

**FINANCE
COMMITTEE MEETING MINUTES**

October 24, 2011

I. Roll Call

Members in Attendance:

Gary Pilafas, Chairperson
Anna Newell, Vice Chairperson
Trustee Karen Mills

**Other Corporate Authorities
in Attendance:**

Trustee Ray Kincaid
Trustee Jacquelyn Green
Trustee Gary Stanton
Village President William McLeod

**Management Team Members
in Attendance:**

Jim Norris, Village Manager
Art Janura, Corporation Counsel
Patricia Cross, Assistant Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplun, Asst. Vlg. Mgr., Dev. Services
Bob Gorvett, Fire Chief
Michael Hish, Police Chief
Ted Bos, Assistant Police Chief
Algean Garner, Director of H&HS
Michael DuCharme, Finance Director
Gordon Eaken, Dir. of IS
Bruce Anderson, Cable TV Coordinator
Bev Romanoff, Village Clerk
Ben Gibbs, GM of the Sears Centre Arena
Nichole Collins, Emergency Mgmt. Coord.

Others in Attendance:

Chicago Tribune, Daily Herald

The Finance Committee meeting was called to order at 7:45 p.m.

II. Approval of Minutes

Motion by Trustee Kincaid, seconded by Trustee Mills, to approve the Finance Committee meeting minutes of October 3, 2011. Voice vote taken. All ayes. Motion carried.

NEW BUSINESS

1. Review of 2011 Capital Improvement Projects Quarterly Update – 3rd Quarter.

An item summary sheet from Michael DuCharme was presented to the Committee.

2. Request authorization to amend the Village's Investment policy.

An item summary sheet from Michael DuCharme was presented to the Committee.

Motion by Mayor McLeod, seconded by Trustee Stanton, to authorize an amendment to the Village's Investment policy. Voice vote taken. All ayes. Motion carried.

3. Request authorization to accept the recommendations of AMAudit and enter into a multi-year contract (three years) with CallOne for local and long distance telephone services.

An item summary sheet from Gordon Eaken was presented to the Committee.

Trustee Stanton, Mr. Eaken, Mr. Norris and representatives from AMAudit discussed the other Villages and organizations using CallOne.

Trustee Pilafas and representatives from AMAudit discussed how CallOne's business is set up.

Motion by Trustee Stanton, seconded by Trustee Newell, to accept the recommendations of AMAudit and enter into a multi-year contract (three years) with CallOne for local and long distance telephone services. Voice vote taken. All ayes. Motion carried.

4. Request acceptance of Finance Department Monthly Report.

The Finance Department Monthly Reports were presented to Committee.

Motion by Trustee Mills, seconded by Trustee Stanton, to accept the Finance Department Monthly Report. Voice vote taken. All ayes. Motion carried.

5. Request acceptance of Information Systems Department Monthly Report.

The Information Systems Department Monthly Report was presented to Committee.

Motion by Trustee Mills, seconded by Trustee Stanton, to accept the Information Systems Department Monthly Report. Voice vote taken. All ayes. Motion carried.

6. Request acceptance of Sears Centre Arena Monthly Report.

The Sears Centre Arena Monthly Report was presented to Committee.

Motion by Trustee Mills, seconded by Mayor McLeod, to accept the Sears Centre Arena Monthly Report. Voice vote taken. All ayes. Motion carried.

III. President's Report

IV. Other

V. Items in Review

VI. Adjournment

Motion by Trustee Mills, seconded by Trustee Newell, to adjourn the meeting at 7:56 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Emily Kerous, Director of Operations & Outreach
Office of the Mayor & the Board

Date

**SPECIAL FINANCE
COMMITTEE MEETING MINUTES**

November 14, 2011

I. Roll Call

Members in Attendance:

**Gary Pilafas, Chairperson
Anna Newell, Vice Chairperson
Trustee Karen Mills**

**Other Corporate Authorities
in Attendance:**

**Trustee Ray Kincaid
Trustee Jacquelyn Green
Trustee Gary Stanton
Village President William McLeod**

**Management Team Members
in Attendance:**

**Jim Norris, Village Manager
Art Janura, Corporation Counsel
Dan O'Malley, Deputy Village Manager
Mark Koplin, Asst. Vlg. Mgr., Dev. Services
Peter Gugliotta, Director of Planning
Don Plass, Director of Code Enforcement
Patrick Seger, Dir. of Human Resource Mgmt.
Bob Gorvett, Fire Chief
Michael Hish, Police Chief
Algean Garner, Director of H&HS
Joe Nebel, Director of Public Works
Michael DuCharme, Finance Director
Rachel Musiala, Assistant Finance Director
Gordon Eaken, Dir. of IS
Bruce Anderson, Cable TV Coordinator
Bev Romanoff, Village Clerk
Ben Gibbs, GM of the Sears Centre Arena**

Others in Attendance:

Chicago Tribune, Daily Herald

The Special Finance Committee meeting was called to order at 8:26 p.m.

NEW BUSINESS

- 1. Presentation and discussion of Village funds, revenues and chart of accounts.**

Rachel Musiala delivered the presentation to Committee.

II. Adjournment

Motion by Mayor McLeod, seconded by Trustee Mills, to adjourn the meeting at 8:47 p.m. Voice vote taken. All ayes. Motion carried.

Minutes submitted by:

Emily Kerous, Director of Operations & Outreach
Office of the Mayor & the Board

Date

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: 2012-2016 Capital Improvements Program

MEETING DATE: December 5, 2011

COMMITTEE: Finance

FROM: Michael DuCharme, Director of Finance 

PURPOSE: To present the 2012-2016 Capital Improvements Program (CIP) for adoption by the Village Board.

BACKGROUND: The Village's management team has identified future project requests based on capital needs and priorities. The CIP is the result of an ongoing infrastructure and vehicles/equipment planning process. These planning decisions are made with regard to both existing and new facilities and equipment. For existing facilities, the planning process addresses appropriate maintenance strategies and repair versus replacement of facilities. New service demands are also considered since they will affect capital facility requirements as well.

Historically the CIP has been the Village's five-year plan for Capital Improvements. It continues to serve as budget guidance for the Management Team. On November 22, 2011, the Capital Improvements Board (CIB) reviewed the draft CIP for the years 2012-2016.

DISCUSSION: In the 2012-2016 CIP approved by the CIB, projects totaling \$120,442,440 are included for the five-year period. Total projects for FY2012 are \$16,382,850 with \$214,000 proposed to be funded from the General Fund. Street and related infrastructure improvements are the largest part of the CIP, representing over 53% of the total five-year plan.

Attached are the summaries for the proposed 2012-2016 Capital Improvements Program approved by the CIB on November 22, 2011. The CIB is recommending the following changes to the CIP that was previously distributed to the Finance Committee:

1. An additional \$21,500 has been added to Storm Sewer Improvements for the Jones/Highland Improvements in FY2012. The funding for this additional expense will come from Capital Improvements Fund Balance.
2. The funding for the Street Revitalization project was incorrect in the current draft. The amounts listed coming from EDA Bond Funds and the EDA Administration Fund have been switched.

3. The Village Hall Supply Fan Replacement, scheduled for FY2013, has been increased to \$200,000.

These changes are reflected in the attached summaries and have also been made to the current draft of the 2012 budget.

RECOMMENDATION:

Request approval of the 2012-2016 Capital Improvements Program as recommended by the Capital Improvements Board.

ATTACHMENTS

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Capital Requests**

by Project Type Group

Project Type Group	2012	2013	2014	2015	2016	2012-2016
Water & Sanitary Sewer	2,707,670	590,200	826,160	1,985,430	1,744,380	9,015,840
Street & Related Infrastructure	12,085,370	7,308,680	9,975,000	13,880,820	23,540,000	67,790,870
Public Buildings	-	226,000	1,283,980	4,182,130	9,203,000	15,395,110
Miscellaneous Public Improvements	685,750	5,716,090	3,437,100	3,685,200	4,101,000	17,625,140
Equipment	1,103,850	2,097,080	2,349,290	3,278,910	1,358,480	10,227,610
Technology	313,500	444,800	409,200	411,000	447,410	2,035,910
TOTAL COSTS	\$ 16,896,140	\$ 16,382,850	\$ 12,280,730	\$ 27,423,490	\$ 40,394,270	\$ 120,424,490
Proposed Source of Funds:						
General Fund	490,810	214,000	2,456,180	8,171,290	11,187,070	22,519,350
Water & Sewer Fund	2,208,200	766,040	854,920	2,009,160	1,921,010	7,769,330
Motor Fuel Tax Fund	33,370	1,999,180	1,345,000	1,320,820	1,500,000	6,198,370
CDBG Fund	-	392,690	235,000	235,000	655,000	1,517,690
E-911 Fund	-	17,300	17,300	17,300	17,300	69,200
Asset Seizure - Federal	-	99,500	46,500	140,500	124,500	410,000
Asset Seizure - State	-	40,500	-	-	-	161,000
US Marshal	-	115,600	-	-	-	466,200
EDA Administration Fund	416,720	521,600	208,820	12,460	320,850	1,479,450
EDA Bond Proceeds	1,136,020	3,709,200	348,220	188,100	15,000	5,336,540
Roselle Rd TIF Funds	220,000	1,557,500	1,718,300	95,000	1,230,000	5,820,800
Capital Replacement Fund	291,520	697,850	863,890	509,560	213,930	2,576,750
Capital Improvements Fund Balance	-	147,000	-	-	-	147,000
Capital V & E Fund Balance	-	52,300	-	-	-	52,300
Information Systems User Charges	268,500	235,000	321,400	340,200	348,610	1,513,710
Central/Western Impact Fees	400,000	750,000	375,000	1,325,000	300,000	3,150,000
Traffic/Western Improvement Fund	616,000	174,500	150,000	405,000	5,000	1,350,500
Developer Contributions	3,230,000	130,000	450,000	4,000,000	500,000	12,210,000
Municipal Contribution (Sch.)	10,000	10,000	-	-	-	30,000
Bond Proceeds	1,805,000	1,000,000	-	-	-	2,805,000
DUI Reimbursement Fund	24,000	-	7,000	24,000	24,000	75,000
Grant Funding	3,265,000	1,412,790	633,900	2,776,500	12,050,000	20,138,190
Tree Escrow Surplus	-	75,000	-	-	-	75,000
Court Supervision Escrow	30,000	31,000	30,000	30,000	31,000	122,000
Hoffman Blvd Bridge Maintenance	3,000	75,000	4,000	-	4,000	86,000
Hoffman Estates Park District	75,000	3,200	3,200	73,100	5,000	159,500
State Participation - TBD	636,000	636,000	-	-	-	1,272,000
IDOT & Cook County	1,260,000	850,000	300,000	-	-	2,410,000
Forest Preserve District - Cook County	132,000	2,100	2,100	45,500	-	181,700
Central Rd Corridor Fund	250,000	-	250,000	-	-	500,000
Levy 2% Capital Fund	-	59,000	15,000	35,000	-	109,000
SCA Capital Budget (VOHE)	-	57,000	-	-	-	57,000
SCA Operating Budget	-	57,000	37,000	17,000	27,000	137,000
Unfunded	95,000	495,000	1,608,000	5,653,000	9,915,000	17,866,000
TOTAL FUNDS	\$ 16,896,140	\$ 16,382,850	\$ 12,280,730	\$ 27,423,490	\$ 40,394,270	\$ 120,424,490

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Capital Requests
by Department**

Department	Prop Year	2012	2013	2014	2015	2016	Total 2012-2016
General Government	-	50,000	25,000	-	-	-	75,000
Police	276,000	301,600	321,040	320,200	312,500	312,500	1,563,840
Fire	811,020	1,485,450	1,641,800	6,559,200	9,734,750	2,243,950	21,476,170
Public Works	2,830,620	1,173,230	2,774,490	3,108,570	2,676,110	3,170,220	15,533,230
Development Services	10,745,000	9,282,370	6,872,300	15,723,820	26,748,000	17,390,000	86,561,510
Economic Development Area	1,965,000	3,609,400	132,400	908,200	-	-	6,515,000
Information Systems	268,500	299,800	348,700	357,500	365,910	356,530	1,736,940
Sears Centre Arena	-	181,000	165,000	446,000	557,000	487,900	1,336,900
TOTAL COSTS	\$ 16,896,140	\$ 16,382,850	\$ 12,280,730	\$ 27,423,490	\$ 40,394,270	\$ 23,961,100	\$ 127,348,480

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: *General Government*

Project Name	Project Type	Page	Prop. Year	2012	2013	2014	2015	2016	Total 2012-2016
Copier Replacement Program	90	152	-	50,000	25,000	-	-	-	75,000
TOTAL COSTS			\$ -	\$ 50,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 75,000
Proposed Source of Funds									
Capital Replacement Fund			-	50,000	25,000	-	-	-	75,000
TOTAL FUNDS			\$ -	\$ 50,000	\$ 25,000	\$ -	\$ -	\$ -	\$ 75,000

Project Type Codes:

10 Water & Sanitary Sewer Systems
20 Storm Sewer
30 Resurfacing Curbs, Gutters, and Sidewalks

40 Street Construction & Reconstruction
50 Other Public Improvements
60 Village-owned Public Buildings
70 Technology

80 Automotive Equipment
90 Non-automotive Equipment
00 Miscellaneous

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: Police Department

Project Name	Project Type	Page	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Patrol Vehicles	80	141	153,000	146,600	164,400	194,400	199,000	199,000	956,400
Administrative Vehicles	80	140	25,500	26,500	27,500	27,500	28,000	28,000	137,500
In-Car Digital Video Cameras	70	230	45,000	45,000	53,500	46,500	46,500	46,500	268,000
Emergency Overhead Lighting Systems	80	171	-	-	10,740	10,800	11,000	11,000	33,540
Tornado Siren Replacement	50	128	-	-	37,400	41,000	-	-	78,400
Patrol Vehicles, EDA	80	153	28,000	29,000	-	-	-	-	57,000
Traffic Section Vehicle	80	154	24,500	25,500	-	-	28,000	28,000	81,500
Vehicles - Investigations Division	80	161	-	29,000	-	-	-	-	29,000
Canine Vehicle	80	178	-	-	27,500	-	-	-	27,500
TOTAL COSTS			\$ 276,000	\$ 301,600	\$ 321,040	\$ 320,200	\$ 312,500	\$ 312,500	\$ 1,567,840
Proposed Source of Funds									
General Fund			168,500	-	210,040	238,700	229,500	229,500	907,740
Asset Seizure Fund			-	99,500	46,500	-	-	-	146,000
US Marshal Fund			-	115,600	-	-	-	-	115,600
EDA Administration Fund			28,000	29,000	-	-	-	-	57,000
Capital Replacement Fund			25,500	26,500	27,500	27,500	28,000	28,000	137,500
DUI Reimbursement Fund			24,000	-	7,000	24,000	24,000	24,000	79,000
Court Supervision Escrow			30,000	31,000	30,000	30,000	31,000	31,000	153,000
TOTAL FUNDS			\$ 276,000	\$ 301,600	\$ 321,040	\$ 320,200	\$ 312,500	\$ 312,500	\$ 1,567,840

Project Type Codes:

10 Water & Sanitary Sewer Systems
20 Storm Sewer
30 Resurfacing Curbs, Gutters, and Sidewalks

40 Street Construction & Reconstruction
50 Other Public Improvements
60 Village-owned Public Buildings
70 Technology

80 Automotive Equipment
90 Non-automotive Equipment
00 Miscellaneous

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: Fire Department

Project Name	Project Type	Page	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Protective Clothing	90	139	60,000	62,000	65,000	70,000	75,000	75,000	347,000
Village-Wide Radio Replacement	90	143	-	260,900	260,900	260,900	260,900	260,900	1,043,600
Apparatus Refurbishment Program	80	156	95,000	228,000	-	-	-	-	323,000
Reserve Ambulance 23 (RA23)	80	157	266,020	301,550	-	-	-	321,850	889,420
Fitness Equipment at Fire Stations	90	173	-	-	45,000	50,000	50,000	50,000	195,000
Fire Car 4	80	174	-	-	66,500	-	-	-	66,500
Reserve Engine 23 (RE23)	80	160	-	553,000	-	-	-	-	553,000
Distance Learning System	70	232	-	80,000	-	-	-	-	80,000
Car #3	80	175	-	-	84,600	-	-	-	84,600
Reserve Ambulance 21 (RA21)	80	176	-	-	291,800	-	-	-	291,800
Reserve Engine 21 (RE21)	80	177	-	-	735,000	-	-	-	735,000
Station 22 Capital Improvements	60	92	-	-	93,000	-	-	-	93,000
Reserve Squad 22 (RS22)	80	186	-	-	-	785,000	-	-	785,000
Reserve Truck 24 (RT24)	80	187	-	-	-	1,331,000	-	-	1,331,000
Car #14- Administration/FPB	80	188	-	-	-	62,300	-	-	62,300
Construction of Fire Stations	60	100	-	-	-	4,000,000	9,000,000	-	13,000,000
Reserve Ambulance 24 (RA24)	80	197	-	-	-	-	320,850	-	320,850
Emergency Medical Services Reporting Program	70	234	-	-	-	-	28,000	-	28,000
Truck 24 (T24)	80	205	-	-	-	-	-	1,536,200	1,536,200
TOTAL COSTS			\$ 421,020	\$ 1,485,450	\$ 1,641,800	\$ 6,559,200	\$ 9,734,750	\$ 2,243,950	\$ 22,685,270
Proposed Source of Funds									
General Fund			124,000	184,000	880,280	6,341,310	9,265,670	1,773,910	18,468,170
EDA Administration Fund			31,000	232,600	208,820	12,460	320,850	-	775,730
Capital Replacement Fund			266,020	538,720	528,970	57,200	-	321,850	1,652,760
Federal Asset Seizure			-	-	-	124,500	124,500	124,450	373,450
Water & Sewer Fund			-	23,730	23,730	23,730	23,730	23,740	95,160
Grant Funding			-	506,400	-	-	-	-	506,400
TOTAL FUNDS			\$ 421,020	\$ 1,485,450	\$ 1,641,800	\$ 6,559,200	\$ 9,734,750	\$ 2,243,950	\$ 22,685,150

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: *Public Works - Facilities*

Project Name	Project Type	Page	Priority/Est.	2012	2013	2014	2015	2016	TOTAL 2012-2016
Fuel Dispensing System	50	114	17,750	14,000	-	-	-	-	14,000
Village Hall Masonry Cleaning	60	103	-	-	-	49,130	-	-	49,130
Replacement of PW Chiller & Condensers	60	87	-	90,000	60,000	-	-	-	150,000
Roof Replacements	60	93	-	-	454,980	-	-	-	454,980
Interior Update in Public Works Center	60	95	-	-	198,000	-	-	-	198,000
Replacement of Village Hall Chiller & Valves	60	98	-	-	135,000	-	-	-	135,000
Village Hall Supply Fan Replacement	60	96	-	-	200,000	-	-	-	200,000
TOTAL COSTS			\$ 17,750	\$ 104,000	\$ 1,047,980	\$ 49,130	\$ -	\$ -	\$ 1,211,160
Proposed Source of Funds									
General Fund			13,310	-	765,920	49,130	-	-	828,360
Water & Sewer Fund			4,440	48,500	282,060	-	-	-	334,900
Capital Improvements Fund Balance			-	55,500	-	-	-	-	55,500
TOTAL FUNDS			\$ 17,750	\$ 104,000	\$ 1,047,980	\$ 49,130	\$ -	\$ -	\$ 1,211,160

Project Type Codes:

10 Water & Sanitary Sewer Systems
20 Storm Sewer
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70 Technology

80 Automotive Equipment
90 Non-automotive Equipment
00 Miscellaneous

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: Public Works - Streets

Project Name	Project Type	Page	Prior Year	2012	2013	2014	2015	2016	TOTAL 2012-2016
Sidewalk/Curb Replacement Program	30	66	35,870	45,000	45,000	45,000	45,000	45,000	225,000
Street Light Pole Replacement	30	68	7,500	10,000	10,000	10,000	10,000	10,000	50,000
Emerald Ash Borer Response	50	121	-	105,000	250,000	500,000	500,000	500,000	1,855,000
Village Creek Drainage Improvement	20	129	-	-	50,000	55,000	60,000	60,000	225,000
Tandem Dump Truck Unit #3	80	179	-	-	139,050	-	-	-	139,050
4x4 Crew Cab Pick-Up Unit #37	80	162	-	35,680	-	-	-	-	35,680
4x4 Mini-Dump Truck Unit #48	80	180	-	-	68,110	-	-	-	68,110
4x4 Mini Dump Truck, Unit #49	80	189	-	-	-	70,100	-	-	70,100
Branch/Brush Chipper Unit #126	90	181	-	-	59,810	-	-	-	59,810
Pavement Roller Unit #51	90	182	-	-	47,240	-	-	-	47,240
Engine Overhaul Unit #FT22	80	163	-	25,000	-	-	-	-	25,000
Engine Overhaul Unit #FE22	80	164	-	25,000	-	-	-	-	25,000
Engine Overhaul Fire Unit SQ22	80	165	-	20,000	-	-	-	-	20,000
4x4 Stake Body Truck, Unit #44	80	166	-	47,440	-	-	-	-	47,440
55 Ft. Aerial Lift Truck Unit #55	80	183	-	-	154,500	-	-	-	154,500
Tandem Dump Truck Unit #10	80	190	-	-	-	151,710	-	-	151,710
40 Ft. Aerial Lift Truck Unit #54	80	193	-	-	-	127,310	-	-	127,310
4x4 Pick-Up Truck Unit #34	80	191	-	-	-	37,870	-	-	37,870
4x4 Pick-Up Truck Unit #35	80	192	-	-	-	37,870	-	-	37,870
Tractor/Mower Unit #144	90	206	-	-	-	-	-	39,520	39,520
Telematics Vehicle Tracking System Installation	80	184	-	-	76,640	39,150	-	-	115,790
4x4 Stake Body Truck, Unit #43	80	198	-	-	-	-	61,890	-	61,890
4x4 Pick-Up Truck, Unit #22	80	207	-	-	-	-	-	43,130	43,130
New 2.5 Ton HD Dump Truck	80	208	-	-	-	-	-	160,550	160,550
4x4 Pick-up Truck	80	209	-	-	-	-	-	40,120	40,120
4x4 Mini Dump Truck Unit #61	80	199	-	-	-	-	72,250	-	72,250
4x4 Crew Cab Pick-up Unit #33	80	200	-	-	-	-	39,020	-	39,020
4x4 Crew Cab Pick-up Unit #97	80	201	-	-	-	-	39,020	-	39,020
Tandem Dump Truck Unit #11	80	210	-	-	-	-	-	160,550	160,550
Tandem Dump Truck Unit #12	80	211	-	-	-	-	-	160,550	160,550
Tandem Dump Truck Unit #14	80	212	-	-	-	-	-	160,550	160,550
Tandem Dump Truck Unit #15	80	213	-	-	-	-	-	160,550	160,550
4x4 Pick-up Truck Unit #31	80	214	-	-	-	-	-	40,190	40,190
4x4 Pick-up Truck Unit #36	80	215	-	-	-	-	-	40,190	40,190
4x4 Pick-up Utility Truck Unit #70	80	216	-	-	-	-	-	40,190	40,190
4x4 Stake Body Crew Cab Truck, Unit #64	80	217	-	-	-	-	-	62,560	62,560
TOTAL COSTS			\$ 43,370	\$ 313,120	\$ 900,350	\$ 1,074,010	\$ 827,180	\$ 1,723,850	\$ 4,838,310

Continued on the next page

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: *Public Works - Streets*

Proposed Source of Funds	Prior Year	2012	2013	2014	2015	2016	2017	2018
General Fund	10,000	30,000	549,940	604,150	585,150	1,572,755		
Tree Escrow Surplus	-	75,000	-	-	-	-		
Grant Funds	-	122,490	-	-	-	-		
Capital Improvement Fund Balance	-	10,000	-	-	-	-		
Capital V & E Fund Balance	-	14,000	-	-	-	-		
Capital Replacement Fund	-	16,630	282,420	424,860	139,930	62,560		
MFT Fund	33,370	45,000	45,000	45,000	40,000	40,000		
Water & Sewer Fund	-	-	22,990	-	62,100	48,335		
TOTAL FUNDS	\$ 43,370	\$ 313,120	\$ 900,350	\$ 1,074,010	\$ 827,180	\$ 1,723,650		

Project Type Codes:

10 Water & Sanitary Sewer System
20 Storm Sewer
30 Resurfacing Curbs, Gutters, and Sidewalks

40 Street Construction & Reconstruction
50 Other Public Improvements
60 Village-owned Public Buildings
70 Technology

80 Automotive Equipment
90 Non-automotive Equipment
00 Miscellaneous

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: Public Works - Water & Sewer

Project Name	Project Type	Page	Fiscal Year					Total 2012-2016	
			2012	2013	2014	2015	2016		
Sanitary Sewer Rehabilitation	10	38	124,400	175,000	100,000	142,500	500,000	415,000	1,332,500
Meter Change-Outs & Radio Read MIU Installations	10	41	75,000	65,000	85,000	110,000	125,000	150,000	535,000
Hydrant Replacements	10	40	37,000	38,000	39,000	40,000	41,200	42,500	237,000
Valve Replacement	10	43	20,600	21,200	21,840	22,500	23,180	24,000	123,200
Lift Station Pump System Rehabilitation	10	44	874,000	20,000	175,300	210,430	400,000	180,000	939,730
Interior & Exterior Painting/Maintenance Repair of T-1	10	47	3,000	10,000	110,000	250,000	-	-	373,000
Western Area Emergency Water Supply	10	50	286,020	31,000	255,020	-	-	-	572,040
Water Meters / New Construction	10	45	5,000	20,000	30,000	45,000	60,000	60,000	215,000
Annual Remote Site SCADA Upgrade	10	52	30,000	-	-	30,000	30,000	30,000	90,000
Western Area Water System Improvements	10	51	250,000	10,000	-	540,000	250,000	-	850,000
University Lift Station Pump Improvement	10	57	49,500	-	-	60,000	-	-	109,500
Water Main Replacement	10	54	-	-	10,000	315,000	315,000	-	640,000
SCADA Telemetry Communication Upgrade	10	55	-	200,000	-	-	-	-	200,000
Skid Steer Tractor Unit #52	90	168	-	52,760	-	-	-	-	52,760
4x4 3/4 Ton Stake Body Truck Unit #62	80	167	-	35,680	-	-	-	-	35,680
4x4 3/4 Ton Pick-Up Truck Unit #29	80	169	-	42,600	-	-	-	-	42,600
4x4 Pick-up Truck Unit #19	80	170	-	34,870	-	-	-	-	34,870
Abbeywood Pump Replacement & Control Upgrade	10	58	-	-	-	220,000	-	-	220,000
100KW Portable Generator Unit # 309	90	202	-	-	-	-	49,050	-	49,050
Fork-Lift Truck Unit 303	90	203	-	-	-	-	28,000	-	28,000
Sky Jack Scissors Lift Unit 301	90	204	-	-	-	-	27,500	-	27,500
4x4 Pick-Up Truck w Plow Unit #27	80	218	-	-	-	-	-	40,190	40,190
4x4 Pick-Up Truck w Plow Unit #63	80	220	-	-	-	-	-	40,190	40,190
4x4 Pick-Up Truck w Plow Unit #26	80	219	-	-	-	-	-	40,190	40,190
Vactor/Flusher Truck Unit #66	80	221	-	-	-	-	-	296,500	296,500
Backhoe/Loader 4x4 Tractor Unit #56	80	222	-	-	-	-	-	128,000	128,000
TOTAL COSTS			\$ 1,754,520	\$ 756,110	\$ 826,160	\$ 1,985,430	\$ 1,848,930	\$ 1,446,570	\$ 5,366,290
Proposed Source of Funds			2012	2013	2014	2015	2016	Total 2012-2016	
General Fund			-	-	-	13,750	40,260		54,010
Water & Sewer Fund			1,468,500	686,810	516,140	1,985,430	1,835,180	1,406,310	5,291,270
Capital V & E Fund Balance			-	38,300	-	-	-	-	38,300
EDA Bond Proceeds			286,020	31,000	255,020	-	-	-	572,040
TIF Funds			-	-	55,000	-	-	-	55,000
TOTAL FUNDS			\$ 1,754,520	\$ 756,110	\$ 826,160	\$ 1,985,430	\$ 1,848,930	\$ 1,446,570	\$ 5,366,290

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: *Development Services - Administration*

Project Name	Project Type	Page	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
CDBG Projects	50	112	275,000	252,690	235,000	235,000	235,000	-	957,690
TOTAL COSTS			\$ 275,000	\$ 252,690	\$ 235,000	\$ 235,000	\$ 235,000	\$ -	\$ 957,690
Proposed Source of Funds									
CDBG Grant			275,000	252,690	235,000	235,000	235,000	-	957,690
TOTAL FUNDS			\$ 275,000	\$ 252,690	\$ 235,000	\$ 235,000	\$ 235,000	\$ -	\$ 957,690

Project Type Codes:

- | | | |
|--|---|-----------------------------|
| 10 Water & Sanitary Sewer System | 40 Street Construction & Reconstruction | 80 Automotive Equipment |
| 20 Storm Sewer | 50 Other Public Improvements | 90 Non-automotive Equipment |
| 30 Resurfacing Curbs, Gutters, and Sidewalks | 60 Village-owned Public Buildings | 00 Miscellaneous |
| | 70 Technology | |

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: *Development Services - Code Enforcement*

Project Name	Project Type	Page	Prop. Year	Year					Total 2012-2016
				2012	2013	2014	2015	2016	
Automobile Unit #91	80	185	-	-	-	23,000	-	-	23,000
Automobile Unit #78	80	194	-	-	-	-	23,000	-	23,000
Automobile Unit #99	80	196	-	-	-	-	23,000	-	23,000
Automobile Unit #74	80	195	-	-	-	-	23,000	-	23,000
TOTAL COSTS			\$ -	\$ -	\$ -	\$ 23,000	\$ 69,000	\$ -	\$ 92,000
Proposed Source of Funds									
Capital Replacement Fund			-	-	-	-	46,000	-	46,000
General Fund			-	-	-	23,000	23,000	-	46,000
TOTAL FUNDS			\$ -	\$ -	\$ -	\$ 23,000	\$ 69,000	\$ -	\$ 92,000

Project Type Codes:

10 Water & Sanitary Sewer Systems
20 Storm Sewer
30 Resurfacing Curbs, Gutters, and Sidewalks

40 Street Construction & Reconstruction
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**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: Development Services - Transportation & Engineering

Project Name	Project Type	Page	Priority	2012	2013	2014	2015	2016	2017
Street Revitalization	40	60	1,805,000	3,134,180	150,000	735,820	1,880,000	1,230,000	
Palatine Rd Improv.-Surface Transportation Prog.	40	72	692,000	674,500	-	-	-	-	
Higgins Road Bicycle Path and Sidewalk - CMAQ	30	74	140,000	150,000	-	-	-	-	
IL 59/Shoe Factory Rd Right Turn Lanes-CMAQ	30	70	1,260,000	850,000	300,000	-	-	-	
Hassell Rd Reconstruction & Culvert Replacement-STP	40	71	50,000	350,000	1,150,000	-	-	-	
Shoe Factory Road	40	62	3,000,000	100,000	250,000	4,000,000	500,000	300,000	
Safe Routes to School	30	81	50,000	-	-	50,000	50,000	-	
Central Road Bicycle Path - IDNR	30	77	200,000	-	200,000	-	-	-	
Bode - Salem Reconstruction - STP	40	82	35,000	-	-	540,000	-	-	
Sidewalk & Bicycle Improvements	30	63	-	495,000	495,000	3,895,000	300,000	300,000	
Barrington Interchange	40	64	2,500,000	1,500,000	1,250,000	4,000,000	20,000,000	9,000,000	
Huntington Boulevard Bicycle Path & Route-CMAQ	30	78	-	-	-	10,000	10,000	60,000	
Barrington Rd/Bode Rd Intersection Improvement	40	75	-	-	125,000	125,000	300,000	2,625,000	
Intersection Improvements - Signals	40	79	-	-	-	440,000	445,000	425,000	
Beverly Interchange	40	84	-	-	-	-	-	2,000,000	
Hoffman Boulevard Bridge Maintenance	50	113	3,000	75,000	4,000	-	4,000	25,000	
Storm Sewer Improvements	20	110	150,000	56,500	25,000	450,000	600,000	100,000	
Transit Improvements	50	119	15,000	16,000	1,000,000	1,100,000	1,100,000	1,300,000	
Roseille Road Business District	50	106	200,000	1,537,500	1,663,300	95,000	1,230,000	-	
General Drainage Improvements	20	108	25,000	25,000	25,000	25,000	25,000	25,000	
Ford Explorer - Unit #75	80	158	-	33,000	-	-	-	-	
Pickup Truck Unit #85	80	159	-	33,000	-	-	-	-	
TOTAL COSTS			\$ 10,125,000	\$ 9,029,680	\$ 6,637,300	\$ 15,465,820	\$ 26,444,000	\$ 17,390,000	
Proposed Source of Funds									
General Fund			175,000	-	50,000	915,000	1,070,000	550,000	
MFT Fund			-	1,954,180	1,300,000	1,275,820	1,460,000	1,230,000	
Central/West Impact Fee Funds			400,000	750,000	375,000	1,325,000	300,000	1,000,000	
Traffic/West Improvement Funds			616,000	174,500	150,000	405,000	5,000	30,000	
Developer Contributions/Deposits			3,200,000	100,000	450,000	4,000,000	500,000	2,925,000	
EDA Admin Funds			-	260,000	-	-	-	-	
EDA Bond Funds			-	130,000	-	-	-	-	
Roseille Rd TIF Fund			220,000	1,557,500	1,663,300	95,000	1,230,000	-	
Village of Schaumburg			10,000	10,000	-	-	-	-	
Hoffman Blvd Bridge Maintenance Fund			3,000	75,000	4,000	-	4,000	25,000	
CDBG Funds			-	140,000	-	-	420,000	-	
Hoffman Estates Park District			-	-	-	5,000	6,000	30,000	
IDOT & Cook County			1,260,000	850,000	300,000	-	-	-	
State Participation - TBD			636,000	636,000	-	-	-	-	
Grant Proceeds			1,550,000	750,000	600,000	2,050,000	12,050,000	2,500,000	
Bond Proceeds			1,805,000	1,000,000	-	-	-	-	
<i>Continued on the next page</i>									

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: *Development Services - Transportation & Engineering*

Central Rd Corridor Fund		250,000	-	250,000	-	-	-	250,000
Capital Improvements Fund Balance		-	81,500	-	-	-	-	81,500
Capital Replacement Fund		-	66,000	-	-	-	-	66,000
Unfunded		-	495,000	1,495,000	5,395,000	9,400,000	9,100,000	2,385,000
TOTAL FUNDS		\$ 10,125,000	\$ 9,029,680	\$ 6,637,300	\$ 15,465,820	\$ 26,444,000	\$ 17,390,000	\$ 2,385,000

Project Type Codes:

10 Water & Sanitary Sewer Systems
20 Storm Sewer
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00 Miscellaneous

**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: *Economic Development Area*

Project Name	Project Type	Page	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Intersection/Roadway Improvements - EDA	50	117	250,000	1,642,000	-	-	-	-	642,000
Misc Prairie Stone Improvements	50	123	500,000	42,400	132,400	908,200	-	-	683,000
Misc Prairie Stone Improvements - Continued	50	124	-	80,000	-	-	-	-	80,000
59/90 Entertainment Dist. Streetscape & Signage	50	125	455,000	745,000	-	-	-	-	745,000
Prairie Stone Land Acquisition	50	126	-	1,100,000	-	-	-	-	1,100,000
TOTAL COSTS			\$ 1,205,000	\$ 3,609,400	\$ 132,400	\$ 908,200	\$ -	\$ -	\$ 2,755,600
Proposed Source of Funds									
EDA Bond Proceeds			742,750	3,540,200	93,200	68,100	-	-	3,754,250
Grant Funds			399,500	33,900	33,900	726,500	-	-	1,193,800
Hoffman Estates Park District			37,750	3,200	3,200	68,100	-	-	112,250
Forest Preserve District - Cook County			25,000	2,100	2,100	45,500	-	-	75,700
Developers Contributions			-	30,000	-	-	-	-	30,000
TOTAL FUNDS			\$ 1,205,000	\$ 3,609,400	\$ 132,400	\$ 908,200	\$ -	\$ -	\$ 2,755,600

Project Type Codes:

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**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: *Information Systems*

Project Name	Project Type	Page	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Network File Server Replacements	70	224	65,000	60,000	60,000	60,000	60,000	50,000	295,000
Personal Computer Replacements	70	225	47,500	65,500	101,000	106,000	111,000	111,000	492,500
Geographical Information System	70	227	7,000	12,000	20,400	4,000	2,000	12,000	58,400
SunGard PS Software Conversion	70	226	149,000	145,000	150,000	155,200	160,610	166,230	670,040
Wireless Infrastructure	70	228	-	17,300	17,300	17,300	17,300	17,300	69,500
Document Management Project	70	233	-	-	-	15,000	15,000	-	30,000
TOTAL COSTS			\$ 268,500	\$ 299,800	\$ 348,700	\$ 357,500	\$ 365,910	\$ 356,530	\$ 1,728,440
Proposed Source of Funds									
IS User Charges			278,500	235,000	321,400	340,200	348,610	339,230	1,563,440
Water & Sewer Fund			-	7,000	10,000	-	-	-	17,000
E-911 Fund			-	17,300	17,300	17,300	17,300	17,300	69,500
Asset Seizure Fund (State)			-	40,500	-	-	-	-	40,500
TOTAL FUNDS			\$ 278,500	\$ 299,800	\$ 348,700	\$ 357,500	\$ 365,910	\$ 356,530	\$ 1,728,440

Project Type Codes:

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**Village of Hoffman Estates, Illinois
2012- 2016 Capital Improvements Program
Summary of Capital Requests**

Department: Sears Centre Arena

Project Name	Project Type	Page	Proposed Year	2012	2013	2014	2015	2016	Total 2012-2016
SCA Interior - Upgrades & Replacements to FF&E	60	88	53,350	70,000	-	50,000	90,000	10,000	220,000
Food & Beverage - Upgrades to Concession Stands	60	89	19,000	25,000	-	20,000	-	36,000	90,000
SCA Site - Parking Lot Improvements	40	83	179,200	-	-	30,000	-	8,900	218,100
SCA Site - Signage	50	116	1,000	2,000	-	100,000	100,000	-	203,000
SCA Interior - Suite Upgrades	60	86	-	10,000	43,000	23,000	63,000	286,000	425,000
Food & Beverage - Portable Concession Stands	00	122	-	15,000	15,000	40,000	115,000	-	285,000
SCA Site - Miscellaneous Exterior Improvements	00	127	-	8,000	-	136,000	-	10,000	154,000
SCA Interior - Miscellaneous Building Upgrades	60	97	-	-	100,000	-	50,000	30,000	180,000
Food & Beverage - Kitchen and Small Wares	00	133	-	-	-	-	50,000	-	50,000
Food & Beverage - Upgrades to Club Area	60	90	-	19,000	-	-	-	-	19,000
SCA Site - New Plaza and Tent Area	00	134	-	-	-	-	82,000	-	82,000
SCA - Interior - Miscellaneous Upgrades	60	99	-	-	-	40,000	-	100,000	140,000
IT Requests: Fiber Optic/Data Line Requirements	70	229	-	20,000	7,000	7,000	7,000	7,000	41,000
SCA - Mud Jacking Floor Slabs	60	91	-	12,000	-	-	-	-	12,000
TOTAL COSTS			\$ 252,550	\$ 181,000	\$ 165,000	\$ 446,000	\$ 557,000	\$ 487,900	\$ 2,036,500
Proposed Source of Funds									
Levy 2% Capital Fund			19,000	59,000	15,000	35,000	-	-	128,000
Unfunded - TBD			-	-	113,000	258,000	515,000	460,900	1,346,900
Public Improvement Bonds			179,200	-	-	-	-	-	179,200
Asset Seizure Fund			-	-	-	16,000	-	-	16,000
SCA Operating Budget			54,350	57,000	37,000	17,000	27,000	27,000	158,350
EDA Bond Fund			-	8,000	-	120,000	15,000	-	143,000
VHE SCA Fund (Capital)			-	57,000	-	-	-	-	57,000
TOTAL FUNDS			\$ 252,550	\$ 181,000	\$ 165,000	\$ 446,000	\$ 557,000	\$ 487,900	\$ 2,036,500

Project Type Codes:

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**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of General Fund Requests**

Project	Project Type	Estimate	2012	2013	2014	2015	2016	Total 2012-2016
Police Department Requests:								
Patrol Vehicles	80	123,000	-	134,400	164,400	168,000	168,000	634,800
In-Car Digital Video Cameras	70	21,000	-	-	22,500	22,500	22,500	67,500
Emergency Overhead Lighting Systems	80	-	-	10,740	10,800	11,000	11,000	43,540
Tornado Siren Replacement	50	-	-	37,400	41,000	-	-	78,400
Traffic Section Vehicle	80	24,500	-	-	-	28,000	28,000	52,500
Canine Vehicle	80	-	-	27,500	-	-	-	27,500
Subtotal		168,500	-	210,040	238,700	229,500	229,500	907,240
Fire Department Requests:								
Protective Clothing	90	48,000	49,600	52,000	70,000	75,000	75,000	322,600
Apparatus Refurbishment Program	80	76,000	134,400	-	-	-	-	210,400
Fitness Equipment at Fire Stations	90	-	-	36,000	50,000	50,000	50,000	186,000
Fire Car 4	80	-	-	53,200	-	-	-	53,200
Car #3	80	-	-	58,080	-	-	-	58,080
Reserve Engine 21 (RE21)	80	-	-	588,000	-	-	-	588,000
Station 22 Capital Improvements	60	-	-	93,000	-	-	-	93,000
Reserve Squad 22 (RS22)	80	-	-	-	785,000	-	-	785,000
Reserve Truck 24 (RT24)	80	-	-	-	1,331,000	-	-	1,331,000
Construction of Fire Stations	60	-	-	-	4,000,000	9,000,000	-	13,000,000
Village-Wide Radio Replacement	90	-	-	-	105,310	112,670	112,710	330,690
Emergency Medical Services Reporting Program	70	-	-	-	-	28,000	-	28,000
Truck 24 (T24)	80	-	-	-	-	-	1,536,200	1,536,200
Subtotal		124,000	184,000	880,280	6,341,310	9,265,670	1,773,910	18,479,170
Public Works Department Requests:								
Sidewalk/Curb Replacement Program	30	10,000	-	10,000	10,000	15,000	15,000	50,000
Emerald Ash Borer Response	50	-	30,000	250,000	500,000	500,000	500,000	1,780,000
Village Creek Drainage Improvement	20	-	-	50,000	55,000	60,000	60,000	225,000
Tandem Dump Truck Unit #3	80	-	-	139,050	-	-	-	139,050
Pavement Roller Unit #51	90	-	-	47,240	-	-	-	47,240
Tractor/Mower Unit #144	90	-	-	-	-	-	39,520	39,520
Telematics Vehicle Tracking System Installation	80	-	-	53,650	39,150	-	-	92,800
4x4 Pick-Up Truck, Unit #22	80	-	-	-	-	-	21,565	21,565
New 2.5 Ton HD Dump Truck	80	-	-	-	-	-	160,550	160,550
4x4 Pick-up Truck	80	-	-	-	-	-	40,120	40,120
4x4 Mini Dump Truck Unit #61	80	-	-	-	-	10,150	-	10,150
Tandem Dump Truck Unit #11	80	-	-	-	-	-	160,550	160,550
Tandem Dump Truck Unit #12	80	-	-	-	-	-	160,550	160,550
Tandem Dump Truck Unit #14	80	-	-	-	-	-	160,550	160,550
Tandem Dump Truck Unit #15	80	-	-	-	-	-	160,550	160,550

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of General Fund Requests**

Project	Project Type	Freq/Year	2012	2013	2014	2015	2016	TOTAL 2012-2016
4x4 Pick-up Truck Unit #31	80	-	-	-	-	-	40,190	40,190
4x4 Pick-up Truck Unit #36	80	-	-	-	-	-	40,190	40,190
4x4 Pick-up Utility Truck Unit #70	80	-	-	-	-	-	13,420	13,420
Sky Jack Scissors Lift Unit 301	90	-	-	-	-	13,750	-	13,750
4x4 Pick-Up Truck w Plow Unit #27	80	-	-	-	-	-	13,420	13,420
4x4 Pick-Up Truck w Plow Unit #63	80	-	-	-	-	-	13,420	13,420
4x4 Pick-Up Truck w Plow Unit #26	80	-	-	-	-	-	13,420	13,420
Fuel Dispensing System	50	13,310	-	-	-	-	-	13,310
Village Hall Masonry Cleaning	60	-	-	-	49,130	-	-	49,130
Village Hall Supply Fan Replacement	60	-	-	200,000	-	-	-	200,000
Replacement of PW Chiller & Condensers	60	-	-	30,000	-	-	-	30,000
Roof Replacements	60	-	-	301,920	-	-	-	301,920
Interior Update in Public Works Center	60	-	-	99,000	-	-	-	99,000
Replacement of Village Hall Chiller & Valves	60	-	-	135,000	-	-	-	135,000
Subtotal		23,310	30,000	1,315,860	653,280	598,900	1,613,015	4,240,365
Development Services Requests:								
Intersection Improvements - Signals	40	-	-	-	440,000	445,000	425,000	1,310,000
Storm Sewer Improvements	20	150,000	-	25,000	450,000	600,000	100,000	1,225,000
General Drainage Improvements	20	25,000	-	25,000	25,000	25,000	25,000	100,000
Automobile Unit #91	80	-	-	-	23,000	-	-	23,000
Automobile Unit #74	80	-	-	-	-	23,000	-	23,000
Subtotal		175,000	-	50,000	938,000	1,093,000	550,000	2,656,000
Total General Fund		\$ 490,810	\$ 214,000	\$ 2,456,180	\$ 8,171,290	\$ 11,187,070	\$ 4,166,425	\$ 26,591,765

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources**

Fund	Project Type	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
General Fund:								
General Government Requests: - - - - -								
Police Department Requests: 168,500 - 210,040 238,700 229,500 229,500 907,740								
Fire Department Requests: 124,000 184,000 880,280 6,341,310 9,265,670 1,773,910 13,469,170								
Public Works Department Requests: 23,310 30,000 1,315,860 653,280 598,900 1,613,015 4,531,355								
Development Services Requests: 175,000 - 50,000 938,000 1,093,000 550,000 2,631,000								
Subtotal 490,810 214,000 2,456,180 8,171,290 11,187,070 4,166,425 28,725,665								
Motor Fuel Tax Fund:								
Street Revitalization 40 - 1,780,000 150,000 735,820 1,460,000 1,230,000 5,355,820								
Bode - Salem Reconstruction - STP 40 - - 540,000 - - 540,000								
Hassell Rd Reconstruction & Culvert Replacement-STP 40 - 174,180 1,150,000 - - 1,324,180								
Sidewalk/Curb Replacement Program 30 25,870 35,000 35,000 35,000 30,000 30,000 185,870								
Street Light Pole Replacement 30 7,500 10,000 10,000 10,000 10,000 10,000 50,000								
Subtotal 33,370 1,999,180 1,345,000 1,320,820 1,500,000 1,270,000 7,655,000								
CDBG Funds								
Street Revitalization 40 - 140,000 - - 420,000 - 560,000								
CDBG Projects 50 275,000 252,690 235,000 235,000 235,000 - 957,690								
Subtotal 275,000 392,690 235,000 235,000 655,000 - 1,507,690								
E-911 Fund								
Wireless Infrastructure 70 - 17,300 17,300 17,300 17,300 17,300 66,500								
Subtotal - 17,300 17,300 17,300 17,300 17,300 66,500								
Hoffman Blvd Bridge Maintenance Fund:								
Hoffman Boulevard Bridge Maintenance 50 3,000 75,000 4,000 - 4,000 25,000 109,000								
3,000 75,000 4,000 - 4,000 25,000 109,000								
Roselle Rd TIF Fund:								
Higgins Road Bicycle Path and Sidewalk - CMAQ 30 20,000 20,000 - - - 20,000								
Roselle Road Business District 50 200,000 1,537,500 1,663,300 95,000 1,230,000 - 4,525,800								
Interior & Exterior Painting/Maintenance Repair of T-1 10 - - 55,000 - - - 55,000								
Subtotal 220,000 1,557,500 1,718,300 95,000 1,230,000 - 4,560,800								

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources**

Fund	Project Type	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Asset Seizure Fund (Federal):								
Vehicles - Investigations Division	80	-	29,000	-	-	-	-	29,000
In-Car Digital Video Cameras	70	-	45,000	46,500	-	-	-	91,500
Traffic Section Vehicle	80	-	25,500	-	-	-	-	25,500
SCA Site - Miscellaneous Exterior Improvements	00	-	-	-	16,000	-	-	16,000
Village-Wide Radio Replacement	90	-	-	-	124,500	124,500	124,450	373,450
Subtotal		-	99,500	46,500	140,500	124,500	124,450	385,450
Asset Seizure Fund (State):								
Personal Computer Replacements	70	-	40,500	-	-	-	-	40,500
Subtotal		-	40,500	-	-	-	-	40,500
Asset Seizure Fund (US Marshal):								
Patrol Vehicles	80	-	115,600	-	-	-	-	115,600
Subtotal		-	115,600	-	-	-	-	115,600
Central & Western Impact Fee Funds:								
Barrington Interchange	40	400,000	750,000	250,000	1,200,000	-	-	2,200,000
Barrington Rd/Bode Rd Intersection Improvement	40	-	-	125,000	125,000	300,000	1,000,000	1,550,000
Subtotal		400,000	750,000	375,000	1,325,000	300,000	1,000,000	3,750,000
Traffic & Western Improvement Funds:								
Palatine Rd Improv.-Surface Transportation Prog.	40	56,000	38,500	-	-	-	-	94,500
Higgins Road Bicycle Path and Sidewalk - CMAQ	30	110,000	120,000	-	-	-	-	230,000
Hassell Rd Reconstruction & Culvert Replacement-STP	40	50,000	-	-	-	-	-	50,000
Bode - Salem Reconstruction - STP	40	35,000	-	-	-	-	-	35,000
Barrington Interchange	40	350,000	-	150,000	400,000	-	-	900,000
Huntington Boulevard Bicycle Path & Route-CMAQ	30	-	-	-	5,000	5,000	30,000	40,000
Transit Improvements	50	15,000	16,000	-	-	-	-	31,000
Subtotal		616,000	174,500	150,000	405,000	5,000	30,000	1,380,500
DUI Reimbursement Fund:								
In-Car Digital Video Cameras	70	24,000	-	7,000	24,000	24,000	24,000	79,000
Subtotal		24,000	-	7,000	24,000	24,000	24,000	79,000

Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources

Fund	Project Type	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
EDA Bond Proceeds:								
SCA Site - Miscellaneous Exterior Improvements	00	-	8,000	-	120,000	-	-	128,000
SCA Site - New Plaza and Tent Area	00	-	-	-	-	15,000	-	15,000
Street Revitalization	40	-	130,000	-	-	-	-	130,000
Intersection/Roadway Improvements - EDA	50	250,000	1,642,000	-	-	-	-	1,892,000
Misc Prairie Stone Improvements	50	37,750	3,200	93,200	68,100	-	-	198,250
Misc Prairie Stone Improvements - Continued	50	-	80,000	-	-	-	-	80,000
59/90 Entertainment Dist. Streetscape & Signage	50	455,000	715,000	-	-	-	-	1,170,000
Prairie Stone Land Acquisition	50	-	1,100,000	-	-	-	-	1,100,000
Western Area Emergency Water Supply	10	286,020	31,000	255,020	-	-	-	572,040
Subtotal		1,028,770	3,709,200	348,220	188,100	15,000	-	4,380,290
EDA Administration Fund:								
Patrol Vehicles, EDA	80	28,000	29,000	-	-	-	-	57,000
Protective Clothing	90	12,000	12,400	13,000	-	-	-	37,400
Apparatus Refurbishment Program	80	19,000	93,600	-	-	-	-	112,600
Fitness Equipment at Fire Stations	90	-	-	9,000	-	-	-	9,000
Fire Car 4	80	-	-	13,300	-	-	-	13,300
Reserve Engine 23 (RE23)	80	-	110,600	-	-	-	-	110,600
Distance Learning System	70	-	16,000	-	-	-	-	16,000
Car #3	80	-	-	26,520	-	-	-	26,520
Reserve Engine 21 (RE21)	80	-	-	147,000	-	-	-	147,000
Car #14- Administration/FPB	80	-	-	-	12,460	-	-	12,460
Reserve Ambulance 24 (RA24)	80	-	-	-	-	320,850	-	320,850
Street Revitalization	40	-	260,000	-	-	-	-	260,000
Subtotal		59,000	521,600	208,820	12,460	320,850	-	1,063,730
Capital Improvements Fund Balance								
Storm Sewer Improvements	20	-	56,500	-	-	-	-	56,500
General Drainage Improvements	20	-	25,000	-	-	-	-	25,000
Fuel Dispensing System	50	-	10,500	-	-	-	-	10,500
Sidewalk/Curb Replacement Program	30	-	10,000	-	-	-	-	10,000
Replacement of PW Chiller & Condensers	60	-	45,000	-	-	-	-	45,000
Subtotal		-	147,000	-	-	-	-	147,000

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources**

Fund	Project Type	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Capital Vehicle & Equipment Fund Balance								
Skid Steer Tractor Unit #52	90	-	26,380	-	-	-	-	26,380
4x4 3/4 Ton Stake Body Truck Unit #62	80	-	11,920	-	-	-	-	11,920
Engine Overhaul Unit #FT22	80	-	5,000	-	-	-	-	5,000
Engine Overhaul Unit #FE22	80	-	5,000	-	-	-	-	5,000
Engine Overhaul Fire Unit SQ22	80	-	4,000	-	-	-	-	4,000
Subtotal		-	52,300	-	-	-	-	52,300
Bond Proceeds:								
SCA Site - Parking Lot Improvements	40	179,200	-	-	-	-	-	179,200
Hassell Rd Reconstruction & Culvert Replacement-STP	40	-	175,820	-	-	-	-	175,820
Street Revitalization	40	1,805,000	824,180	-	-	-	-	2,629,180
Subtotal		1,984,200	1,000,000	-	-	-	-	2,984,200
Developer Contributions:								
Shoe Factory Road	40	3,000,000	100,000	250,000	4,000,000	500,000	300,000	8,150,000
Central Road Bicycle Path - IDNR	30	200,000	-	200,000	-	-	-	400,000
Barrington Interchange	40	-	-	-	-	-	1,000,000	1,000,000
Barrington Rd/Bode Rd Intersection Improvement	40	-	-	-	-	-	1,625,000	1,625,000
59/90 Entertainment Dist. Streetscape & Signage	50	-	30,000	-	-	-	-	30,000
Subtotal		3,200,000	130,000	450,000	4,000,000	500,000	2,925,000	11,105,000
Information Systems User Charges:								
Network File Server Replacements	70	65,000	60,000	60,000	60,000	60,000	50,000	355,000
Personal Computer Replacements	70	47,500	25,000	101,000	106,000	111,000	111,000	500,500
Geographical Information System	70	7,000	5,000	10,400	4,000	2,000	12,000	38,400
SunGard PS Software Conversion	70	159,000	145,000	150,000	155,200	160,610	166,230	735,040
Document Management Project	70	-	-	-	15,000	15,000	-	30,000
Subtotal		278,500	235,000	321,400	340,200	348,610	339,230	1,562,940
Tree Escrow Surplus:								
Emerald Ash Borer Response	50	-	75,000	-	-	-	-	75,000
Subtotal		-	75,000	-	-	-	-	75,000

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources**

Fund	Project Type	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Capital Replacement Fund:								
Administrative Vehicles	80	25,500	26,500	27,500	27,500	28,000	28,000	167,500
Reserve Ambulance 23 (RA23)	80	266,020	301,550	-	-	-	321,850	889,420
Reserve Ambulance 21 (RA21)	80	-	-	291,800	-	-	-	291,800
Car #14- Administration/FPB	80	-	-	-	49,840	-	-	49,840
Copier Replacement Program	90	-	50,000	25,000	-	-	-	75,000
Ford Explorer - Unit #75	80	-	33,000	-	-	-	-	33,000
Pickup Truck Unit #85	80	-	33,000	-	-	-	-	33,000
Village-Wide Radio Replacement	90	-	237,170	237,170	7,360	-	-	481,700
Automobile Unit #78	80	-	-	-	-	23,000	-	23,000
Automobile Unit #99	80	-	-	-	-	23,000	-	23,000
4x4 Crew Cab Pick-Up Unit #37	80	-	7,140	-	-	-	-	7,140
4x4 Mini-Dump Truck Unit #48	80	-	-	68,110	-	-	-	68,110
4x4 Mini Dump Truck, Unit #49	80	-	-	-	70,100	-	-	70,100
Branch/Brush Chipper Unit #126	90	-	-	59,810	-	-	-	59,810
4x4 Stake Body Truck, Unit #44	80	-	9,490	-	-	-	-	9,490
55 Ft. Aerial Lift Truck Unit #55	80	-	-	154,500	-	-	-	154,500
Tandem Dump Truck Unit #10	80	-	-	-	151,710	-	-	151,710
40 Ft. Aerial Lift Truck Unit #54	80	-	-	-	127,310	-	-	127,310
4x4 Pick-Up Truck Unit #34	80	-	-	-	37,870	-	-	37,870
4x4 Pick-Up Truck Unit #35	80	-	-	-	37,870	-	-	37,870
4x4 Stake Body Truck, Unit #43	80	-	-	-	-	61,890	-	61,890
4x4 Crew Cab Pick-up Unit #33	80	-	-	-	-	39,020	-	39,020
4x4 Crew Cab Pick-up Unit #97	80	-	-	-	-	39,020	-	39,020
4x4 Stake Body Crew Cab Truck, Unit #64	80	-	-	-	-	-	62,560	62,560
Subtotal		291,520	697,850	863,890	509,560	213,930	412,410	2,390,540
Court Supervision Escrow:								
Patrol Vehicles	80	30,000	31,000	30,000	30,000	31,000	31,000	183,000
Subtotal		30,000	31,000	30,000	30,000	31,000	31,000	183,000
State Participation - TBD								
Palatine Rd Improv.-Surface Transportation Prog.	40	636,000	636,000	-	-	-	-	1,272,000
Subtotal		636,000	636,000	-	-	-	-	1,272,000

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources**

Fund	Project Type	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Grant Revenue:								
Safe Routes to School	30	50,000	-	-	50,000	50,000	-	150,000
Barrington Interchange	40	1,500,000	750,000	600,000	2,000,000	12,000,000	2,500,000	16,850,000
Misc Prairie Stone Improvements	50	399,500	33,900	33,900	726,500	-	-	1,200,000
Reserve Engine 23 (RE23)	80	-	442,400	-	-	-	-	442,400
4x4 Crew Cab Pick-Up Unit #37	80	-	28,540	-	-	-	-	28,540
Engine Overhaul Unit #FT22	80	-	20,000	-	-	-	-	20,000
Engine Overhaul Unit #FE22	80	-	20,000	-	-	-	-	20,000
Engine Overhaul Fire Unit SQ22	80	-	16,000	-	-	-	-	16,000
4x4 Stake Body Truck, Unit #44	80	-	37,950	-	-	-	-	37,950
Distance Learning System	70	-	64,000	-	-	-	-	64,000
Subtotal		1,949,500	1,412,790	633,900	2,776,500	12,050,000	2,500,000	19,953,190
Water & Sewer Fund:								
Geographical Information System	70	-	7,000	10,000	-	-	-	17,000
Telematics Vehicle Tracking System Installation	80	-	-	22,990	-	-	-	22,990
4x4 Pick-Up Truck, Unit #22	80	-	-	-	-	-	21,565	21,565
4x4 Mini Dump Truck Unit #61	80	-	-	-	-	62,100	-	62,100
4x4 Pick-up Utility Truck Unit #70	80	-	-	-	-	-	26,770	26,770
Village-Wide Radio Replacement	90	-	23,730	23,730	23,730	23,730	23,740	115,960
Sanitary Sewer Rehabilitation	10	124,400	175,000	100,000	142,500	500,000	415,000	1,352,500
Meter Change-Outs & Radio Read MIU Installations	10	75,000	65,000	85,000	110,000	125,000	150,000	595,000
Hydrant Replacements	10	37,000	38,000	39,000	40,000	41,200	42,500	200,000
Valve Replacement	10	20,600	21,200	21,840	22,500	23,180	24,000	113,320
Lift Station Pump System Rehabilitation	10	874,000	20,000	175,300	210,430	400,000	180,000	999,730
Interior & Exterior Painting/Maintenance Repair of T-1	10	3,000	10,000	55,000	250,000	-	-	318,000
Water Meters / New Construction	10	5,000	20,000	30,000	45,000	60,000	60,000	220,000
Annual Remote Site SCADA Upgrade	10	30,000	-	-	30,000	30,000	30,000	90,000
Western Area Water System Improvements	10	250,000	10,000	-	540,000	250,000	-	1,050,000
University Lift Station Pump Improvement	10	49,500	-	-	60,000	-	-	109,500
Water Main Replacement	10	-	-	10,000	315,000	315,000	-	640,000
SCADA Telemetry Communication Upgrade	10	-	200,000	-	-	-	-	200,000
Skid Steer Tractor Unit #52	90	-	26,380	-	-	-	-	26,380
4x4 3/4 Ton Stake Body Truck Unit #62	80	-	23,760	-	-	-	-	23,760
4x4 3/4 Ton Pick-Up Truck Unit #29	80	-	42,600	-	-	-	-	42,600
4x4 Pick-up Truck Unit #19	80	-	34,870	-	-	-	-	34,870

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources**

Fund	Project Type	Fiscal Year	2012	2013	2014	2015	2016	Total 2012-2016
Abbeywood Pump Replacement & Control Upgrade	10	-	-	-	220,000	-	-	220,000
100KW Portable Generator Unit # 309	90	-	-	-	-	49,050	-	49,050
Fork-Lift Truck Unit 303	90	-	-	-	-	28,000	-	28,000
Sky Jack Scissors Lift Unit 301	90	-	-	-	-	13,750	-	13,750
4x4 Pick-Up Truck w Plow Unit #27	80	-	-	-	-	-	26,770	26,770
4x4 Pick-Up Truck w Plow Unit #63	80	-	-	-	-	-	26,770	26,770
4x4 Pick-Up Truck w Plow Unit #26	80	-	-	-	-	-	26,770	26,770
Vactor/Flusher Truck Unit #66	80	-	-	-	-	-	296,500	296,500
Backhoe/Loader 4x4 Tractor Unit #56	80	-	-	-	-	-	128,000	128,000
Fuel Dispensing System	50	4,440	3,500	-	-	-	-	7,940
Replacement of PW Chiller & Condensers	60	-	45,000	30,000	-	-	-	75,000
Roof Replacements	60	-	-	153,060	-	-	-	153,060
Interior Update in Public Works Center	60	-	-	99,000	-	-	-	99,000
Subtotal		1,472,940	766,040	854,920	2,009,160	1,921,010	1,478,385	7,629,355
Hoffman Estates Park District								
Huntington Boulevard Bicycle Path & Route-CMAQ	30	-	-	-	5,000	5,000	30,000	40,000
Misc Prairie Stone Improvements	50	37,750	3,200	3,200	68,100	-	-	112,250
Subtotal		37,750	3,200	3,200	73,100	5,000	30,000	152,250
IDOT & Cook County								
IL 59/Shoe Factory Rd Right Turn Lanes-CMAQ	30	1,260,000	850,000	300,000	-	-	-	2,410,000
Subtotal		1,260,000	850,000	300,000	-	-	-	2,410,000
Village of Schaumburg Contribution								
Higgins Road Bicycle Path and Sidewalk - CMAQ	30	10,000	10,000	-	-	-	-	20,000
Subtotal		10,000	10,000	-	-	-	-	20,000
Forest Preserve District - Cook County								
Misc Prairie Stone Improvements	50	25,000	2,100	2,100	45,500	-	-	74,700
Subtotal		25,000	2,100	2,100	45,500	-	-	74,700
Central Road Corridor Fund								
Barrington Interchange	40	250,000	-	250,000	-	-	-	500,000
Subtotal		250,000	-	250,000	-	-	-	500,000

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources**

Fund	Project Type	Prior Year	2012	2013	2014	2015	2016	Total 2012-2016
Levy 2% Capital Fund								
Food & Beverage - Upgrades to Concession Stands	60	19,000	25,000	-	20,000	-	-	64,000
Food & Beverage - Portable Concession Stands	00	-	15,000	15,000	15,000	-	-	45,000
Food & Beverage - Upgrades to Club Area	60	-	19,000	-	-	-	-	19,000
Subtotal		19,000	59,000	15,000	35,000	-	-	109,000
SCA Capital Budget (VOHE)								
IT Requests: Fiber Optic/Data Line Requirements	70	-	13,000	-	-	-	-	13,000
SCA Interior - Upgrades & Replacements to FF&E	70	-	44,000	-	-	-	-	44,000
Subtotal		-	57,000	-	-	-	-	57,000
SCA Operating Budget								
SCA Interior - Upgrades & Replacements to FF&E	60	53,350	26,000	-	-	10,000	10,000	99,350
SCA Site - Signage	50	1,000	2,000	-	-	-	-	3,000
SCA Interior - Suite Upgrades	60	-	10,000	30,000	10,000	10,000	10,000	70,000
SCA - Mud Jacking Floor Slabs	60	-	12,000	-	-	-	-	12,000
IT Requests: Fiber Optic/Data Line Requirements	70	-	7,000	7,000	7,000	7,000	7,000	28,000
Subtotal		54,350	57,000	37,000	17,000	27,000	27,000	185,350
Request Currently Unfunded								
SCA Interior - Upgrades & Replacements to FF&E	60	-	-	-	50,000	80,000	-	130,000
SCA Site - Parking Lot Improvements	40	-	-	-	30,000	-	8,900	38,900
SCA Site - Signage	50	-	-	-	100,000	100,000	-	200,000
SCA Interior - Suite Upgrades	60	-	-	13,000	13,000	53,000	276,000	355,000
SCA Site - Miscellaneous Exterior Improvements	00	-	-	-	-	-	10,000	10,000
SCA Interior - Miscellaneous Building Upgrades	60	-	-	100,000	-	50,000	30,000	180,000
Food & Beverage - Kitchen and Small Wares	00	-	-	-	-	50,000	-	50,000
SCA Site - New Plaza and Tent Area	00	-	-	-	-	67,000	-	67,000
SCA - Interior - Miscellaneous Upgrades	60	-	-	-	40,000	-	100,000	140,000
Food & Beverage - Upgrades to Concession Stands	60	-	-	-	-	-	36,000	36,000
Food & Beverage - Portable Concession Stands	00	-	-	-	25,000	115,000	-	140,000
Sidewalk & Bicycle Improvements	30	-	495,000	495,000	3,895,000	300,000	300,000	5,185,000

**Village of Hoffman Estates, Illinois
2012 - 2016 Capital Improvements Program
Summary of Funding Sources**

Fund	Project		Year					Total 2012-2016
	Type	Proj. Year	2012	2013	2014	2015	2016	
Barrington Interchange	40	-	-	-	400,000	8,000,000	5,500,000	13,900,000
Beverly Interchange	40	-	-	-	-	-	2,000,000	2,000,000
Transit Improvements	50	-	-	1,000,000	1,100,000	1,100,000	1,300,000	4,500,000
Subtotal		-	495,000	1,608,000	5,653,000	9,915,000	9,560,900	27,226,900
Total Funding Sources			\$ 14,648,710	\$ 16,382,850	\$ 12,280,730	\$ 27,423,490	\$ 40,394,270	\$ 23,961,100

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: 2012 Proposed Budget

MEETING DATE: December 5, 2011

COMMITTEE: Finance

FROM: Michael DuCharme, Director of Finance

PURPOSE: To approve the 2012 proposed budget as amended by the Capital Improvements Board.

BACKGROUND On November 15, 2011 a special Finance Committee meeting was held to review the 2012 proposed budget. At that meeting, the budget was approved as of that date. However, on November 22, 2011 the Capital Improvements Board (CIB) had its annual meeting to review the 2012-2016 Capital Improvements Program (CIP). Several changes were made to the CIP and recommended to the Finance Committee for approval. Those changes, if approved, need to be incorporated into the 2012 Proposed Operating Budget.

DISCUSSION The Finance Committee approved an operating budget totaling \$105,167,166. The only change made by the CIB that affected FY2012 was the addition of \$21,500 for the Jones/Highland Storm Sewer Improvements. This additional expense is proposed to be funded by Capital Improvements Fund Balance.

Two other minor changes were made to FY2012 as clean-up items:

1. Decrease in landscaping expense in the Sears Centre Operating Fund of \$15,000. This expense is being paid for by the SCA and no longer needs to appear in the Village's operating budget.
2. Minor rounding clean-up in the 4th of July Division.

Also, there was a minor increase to the Lease Revenue in FY2012 for the Sears Centre Operating Fund of \$5,250. Taking into account these changes, total budgeted expenditures are now \$105,173,670 as can be seen on the attached summary. This is a difference of \$6,504 as detailed above.

RECOMMENDATION: Request approval of an ordinance adopting the budget for all corporate purposes of the Village of Hoffman Estates, Cook and Kane Counties, Illinois, in lieu of the appropriation ordinance, for the fiscal year commencing on the first day of January, 2012, and ending on the thirty-first day of December, 2012.

ATTACHMENTS

**AN ORDINANCE ADOPTING THE BUDGET
FOR ALL CORPORATE PURPOSES OF THE
VILLAGE OF HOFFMAN ESTATES,
COOK AND KANE COUNTIES, ILLINOIS,
IN LIEU OF THE APPROPRIATION ORDINANCE,
FOR THE FISCAL YEAR COMMENCING ON THE
FIRST DAY OF JANUARY 2012, AND ENDING ON THE
THIRTY-FIRST DAY OF DECEMBER, 2012**

WHEREAS, on December 5, 2011, a public hearing on a proposed budget for all corporate purposes of the Village of Hoffman Estates for the fiscal year commencing on the first day of January, 2012, and ending on the thirty-first day of December, 2012, was held, pursuant to legal notice published on November 18, 2011, in the Daily Herald, a newspaper having a general circulation within the Village of Hoffman Estates, and

WHEREAS, on November 18, 2011, a copy of said proposed budget was available for public inspection at the Village Hall of the Village of Hoffman Estates during regular business hours.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Hoffman Estates, Cook and Kane Counties, Illinois as follows:

Section 1: That the budget for all corporate purposes of the Village of Hoffman Estates, for the fiscal year commencing on the first day of January, 2012, and ending on the thirty-first day of December 2012, as presented to and approved by the Board of Trustees on December 5, 2011, attached hereto as Exhibit A, and incorporated by reference herein as a public record, is hereby adopted.

Section 2: That the Budget Adoption Ordinance is in lieu of the statutory appropriation ordinance, and the following amounts set forth in the Budget for the various corporate purposes shall constitute the aggregate amount of the budget for the Village of Hoffman Estates, Illinois:

For General Fund:

General Government

Legislative	\$378,580
Administration	560,120
Legal	501,970
Finance	853,880
Village Clerk	179,640
Human Resources Management	460,180
Communications	173,030
Cable Television	130,270

Police

Administration	1,246,420
Juvenile Investigations	574,740
Problem Oriented Policing	550
Tactical	763,010
Patrol and Response	9,282,130

Traffic Control	1,203,360
Investigations	1,246,100
Community Relations	10,160
Communications	601,130
Canine	156,370
Special Services	182,610
Records	364,900
Administrative Services	731,960
Emergency Management	160,660
Fire Department	
Administration	601,510
Public Education	28,440
Suppression	5,645,290
Emergency Medical Services	5,120,910
Fire Prevention	496,480
Fire Stations	27,120
Public Works	
Administration	244,820
Snow and Ice Control	1,696,610
Pavement Maintenance	343,910
Forestry	859,460
Facilities	944,520
Fleet Services	1,325,010
F.A.S.T.	225,010
Storm Sewers	217,050
Traffic Control	607,030
Development Services	
Administration	212,540
Planning	452,230
Code Enforcement	1,045,560
Transportation & Engineering	1,101,230
Economic Development	1,127,450
Health and Human Services	659,390
Boards and Commissions	
Fourth of July Commission	149,710
Fire and Police Commission	61,490
Misc. Boards and Commissions	162,110
Operating Transfers	1,647,230
Water and Sewer Fund	11,924,640
Sears Centre Operating	5,858,380
Motor Fuel Tax Fund	2,253,430
Asset Seizure	505,400
EDA Administration	4,826,060
Municipal Waste System	1,050,820
E-911 Fund	17,300
Roselle Rd TIF Fund	1,618,580
Community Dev. Block Grant	302,000
Debt Service Funds	8,295,480

Capital Project Funds	14,164,120
Insurance Fund	1,875,480
Information Systems Fund	1,213,180
Police Pension Fund	3,121,520
Firefighters Pension Fund	<u>3,383,400</u>
TOTAL OF ALL FUNDS	\$105,173,670

Itemization of all revenues and expenditures is attached hereto as Exhibit "A".

Section 3: That the Village Clerk is hereby authorized to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED THIS _____ day of _____, 2011

VOTE	AYE	NAY	ABSENT	ABSTAIN
Trustee Karen V. Mills	_____	_____	_____	_____
Trustee Raymond M. Kincaid	_____	_____	_____	_____
Trustee Jacquelyn Green	_____	_____	_____	_____
Trustee Anna Newell	_____	_____	_____	_____
Trustee Gary J. Pilafas	_____	_____	_____	_____
Trustee Gary G. Stanton	_____	_____	_____	_____
Mayor William D. McLeod	_____	_____	_____	_____

APPROVED THIS _____ DAY OF _____, 2011

Village President

ATTEST:

Village Clerk

Published in pamphlet form this _____ day of _____, 2011.



Village of Hoffman Estates 2012 Annual Operating Budget

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Village of Hoffman Estates 2012 Annual Operating Budget

Budget Highlights

	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	2011 Budget to 2012 Budget Difference	% Difference
Revenues						
General Fund	43,754,600	45,827,668	46,898,538	44,345,880	(1,481,788)	-3.2%
Other Funds	76,866,180	57,280,048	68,436,088	51,322,680	(5,957,368)	-10.4%
Total Revenues	120,620,780	103,107,716	115,334,626	95,668,560	(7,439,156)	-7.2%
Expenses						
General Fund	43,433,922	46,702,534	46,391,341	44,763,880	(1,938,654)	-4.2%
Other Funds	89,996,633	61,164,124	66,621,997	60,409,790	(754,334)	-1.2%
Total Expenses	133,430,555	107,866,658	113,013,338	105,173,670	(2,692,968)	-2.5%
Net Revenues Over/Under Expenses	(12,809,775)	(4,758,942)	(2,921,288)	(9,505,110)		

Village of Hoffman Estates 2012 Annual Operating Budget

Revenue Summary by Source All Funds

	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	2011 Budget to 2012 Budget Percent Change
Property Taxes	17,277,687	17,949,088	17,729,088	18,183,490	1.3%
EDA Incremental Taxes	25,971,445	4,061,680	20,050,650	4,263,710	5.0%
Other Taxes	15,083,213	15,429,528	14,946,728	14,602,250	-5.4%
Licenses, Permits	1,034,696	1,045,000	1,903,800	1,160,500	11.1%
Intergovernmental	15,087,491	16,524,220	15,000,460	14,815,810	-10.3%
Charges for Services	22,692,990	23,657,250	23,006,400	24,451,420	3.4%
Fines	1,275,317	3,109,280	2,506,570	2,156,700	-30.6%
Investment Earnings	10,717,446	2,112,580	2,857,710	2,034,920	-3.7%
Miscellaneous	6,266,546	8,767,940	4,780,540	3,262,180	-62.8%
Bond/Note Proceeds	93,168	117,460	117,460	-	-100.0%
Subtotal	115,499,999	92,774,026	102,899,406	84,930,980	-8.5%
Operating Transfers	5,120,781	10,333,690	12,435,220	10,737,580	3.9%
Total Revenues	120,620,780	103,107,716	115,334,626	95,668,560	-7.2%

Village of Hoffman Estates

2012 Annual Operating Budget

Expenditure Summary by Object All Funds

	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	2011 Budget to 2012 Budget Percent Change
Salaries and Wages	29,374,426	29,753,410	29,194,743	30,095,570	1.1%
Employee Benefits	17,809,427	18,973,328	19,163,078	19,448,460	2.5%
Miscellaneous Employee Expenses	344,081	503,450	419,120	541,890	7.6%
Commodities	1,633,438	1,789,220	1,821,690	1,790,970	0.1%
Contractual Services	19,988,016	21,004,400	19,829,990	21,567,100	2.7%
Debt Service	43,317,825	9,531,760	24,392,237	8,282,610	-13.1%
Depreciation Expense	3,491,142	1,242,110	75,000	75,000	-94.0%
Total Operating Expenditures	115,958,355	82,797,678	94,895,858	81,801,600	-1.2%
Capital Outlay	12,360,051	14,735,290	5,682,260	12,634,490	-14.3%
Operating Transfers	5,120,781	10,333,690	12,435,220	10,737,580	3.9%
Total Expenditures & Transfers	133,439,187	107,866,658	113,013,338	105,173,670	-2.5%

Village of Hoffman Estates

2012 Annual Operating Budget

General Fund Revenue and Expenditure Summary

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change	2013 Budget	2014 Budget
Revenues									
Taxes	22,702,394	22,629,437	23,526,451	24,120,528	23,509,028	23,958,430	-0.7%	24,437,600	24,926,350
Licenses and Permits	1,280,249	970,456	1,034,696	1,045,000	1,903,800	1,160,500	11.1%	1,183,710	1,207,380
Intergovernmental	13,474,955	11,670,544	12,101,917	11,525,720	12,097,540	11,739,720	1.9%	12,012,100	12,140,140
Charges for Services	4,411,253	4,525,527	4,968,336	4,814,620	5,191,500	5,257,750	9.2%	5,362,210	5,468,750
Fines and Forfeits	1,451,980	941,060	862,341	1,287,000	976,800	1,459,500	13.4%	1,477,490	1,495,830
Investment Earnings	345,138	56,868	37,496	40,000	37,000	37,000	-7.5%	37,740	38,490
Miscellaneous	808,032	372,342	627,243	2,614,800	2,802,870	547,980	-79.0%	315,640	321,190
Operating Transfers	412,229	150,000	596,120	380,000	380,000	185,000	-51.3%	140,000	80,000
Total Revenues	44,886,230	41,316,234	43,754,600	45,827,668	46,898,538	44,345,880	-3.2%	44,966,490	45,678,130
Expenditures									
General Administration	3,343,869	3,368,763	3,085,955	3,150,030	3,072,710	3,237,670	2.8%	3,387,970	3,532,160
Police	15,315,734	15,418,324	15,943,943	16,121,970	15,889,434	16,524,100	2.5%	17,396,860	18,105,180
Fire	12,265,328	11,629,274	12,318,972	12,430,754	12,346,344	11,919,750	-4.1%	12,467,260	12,982,870
Public Works	7,711,418	6,382,194	6,062,039	6,388,510	6,485,930	6,463,420	1.2%	6,719,340	6,986,640
Development Services	4,345,995	4,048,608	3,832,140	3,883,560	3,831,340	3,939,010	1.4%	4,116,630	4,293,500
Health & Human Services	686,629	650,631	601,496	638,220	629,734	659,390	3.3%	692,580	724,980
Boards & Commissions	468,214	348,475	262,270	326,380	272,310	373,310	14.4%	386,200	399,620
Operating Transfers	1,923,239	1,240,381	1,327,107	3,763,110	3,863,540	1,647,230	-56.2%	3,472,080	9,141,610
Total Expenditures	46,060,426	43,086,651	43,433,922	46,702,534	46,391,341	44,763,880	-4.2%	48,638,920	56,166,560
Excess/(Deficiency) of									
Revenues over Expenditures									
before Fund Balance Transfer	(1,174,196)	(1,770,417)	320,678	(874,866)	507,197	(418,000)		(3,672,430)	(10,488,430)
Fund Balance Transfer	2,369,270	-	-	-	-	-		-	-
Fund Reserves Utilized	-	-	-	874,866	-	418,000		-	-
Excess/(Deficiency) of									
Revenues over Expenditures	1,195,074	(1,770,417)	320,678	(874,866)	507,197	(418,000)		(3,672,430)	(10,488,430)

Village of Hoffman Estates

2012 Annual Operating Budget

General Fund Revenue Detail

Account Name	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change	2013 Budget	2014 Budget
<u>Taxes</u>									
Property Taxes, Current	9,563,610	10,276,657	10,636,766	11,000,000	10,780,000	11,606,620	5.5%	11,838,750	12,075,530
Property Taxes, Prior	193,757	125,913	108,677	200,000	128,000	130,000	-35.0%	132,600	135,250
Hotel Tax	1,263,922	923,549	1,005,562	950,000	1,050,000	1,050,000	10.5%	1,071,000	1,092,420
Real Estate Transfer Tax	755,637	510,990	406,333	475,000	400,000	425,000	-10.5%	433,500	442,170
Home Rule Sales Tax	3,938,726	3,508,615	3,406,116	3,450,000	3,450,000	3,450,000	0.0%	3,519,000	3,589,380
Telecommunications Tax	3,404,303	3,119,398	2,919,649	3,100,000	2,700,000	2,700,000	-12.9%	2,754,000	2,809,080
EDA Property Tax Surplus	378,714	568,850	544,955	500,000	550,000	550,000	10.0%	561,000	572,220
Property Taxes - Barrington/Higgins	35,493	67,923	52,605	52,600	52,600	55,000	4.6%	56,100	57,220
Property Taxes - Fire	1,221,105	1,409,884	1,992,318	1,975,214	1,975,214	1,630,450	-17.5%	1,663,060	1,696,320
Property Taxes - Police	1,645,063	1,785,855	2,343,127	2,275,714	2,275,714	2,213,860	-2.7%	2,258,140	2,303,300
Prior Year Property Taxes - Fire	-	-	-	17,000	17,000	17,000	0.0%	17,340	17,690
Prior Year Property Taxes - Police	-	-	-	20,000	20,000	20,000	0.0%	20,400	20,810
EDA Property Tax Surplus - Fire	46,313	37,500	45,000	45,000	45,000	45,000	0.0%	45,900	46,820
EDA Property Tax Surplus - Police	62,736	48,000	60,000	60,000	60,000	60,000	0.0%	61,200	62,420
Entertainment Tax	193,015	246,303	5,343	-	5,500	5,500	N/A	5,610	5,720
Total Taxes	22,702,394	22,629,437	23,526,451	24,120,528	23,509,028	23,958,430	-0.7%	24,437,600	24,926,350
<u>Licenses and Permits</u>									
Vehicle Licenses	8,630	10,305	6,120	9,000	6,500	6,500	-27.8%	6,630	6,760
Business Licenses	284,890	266,068	279,303	275,000	275,000	278,000	1.1%	283,560	289,230
Liquor Licenses	164,550	196,224	192,297	190,000	201,300	205,000	7.9%	209,100	213,280
Animal Licenses	14,099	15,012	13,654	13,000	13,000	13,000	0.0%	13,260	13,530
Building Permits	797,568	474,082	532,317	550,000	1,400,000	650,000	18.2%	663,000	676,260
Taxi/Livery Licenses	10,512	8,765	11,005	8,000	8,000	8,000	0.0%	8,160	8,320
Total Licenses and Permits	1,280,249	970,456	1,034,696	1,045,000	1,903,800	1,160,500	11.1%	1,183,710	1,207,380
<u>Intergovernmental</u>									
Sales Tax	6,990,526	6,069,965	6,026,619	6,150,000	6,150,000	6,150,000	0.0%	6,273,000	6,398,460
Local Use Tax	748,732	614,640	665,122	560,000	675,000	650,000	16.1%	663,000	676,260

Account Name	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change	2013 Budget	2014 Budget
Income Tax	4,781,261	3,991,678	4,350,948	3,900,000	4,050,000	4,050,000	3.8%	4,131,000	4,213,620
Replacement Tax	316,166	266,456	287,434	250,000	290,000	290,000	16.0%	295,800	301,720
Replacement Tax - Fire	-	-	-	13,400	13,400	13,400	0.0%	13,670	13,940
Replacement Tax - Police	-	-	-	13,400	13,400	13,400	0.0%	13,670	13,940
Grants	42,634	23,635	8,350	4,730	100,500	2,000	-57.7%	2,040	2,080
ILEAS Grant Revenue	-	-	66,203	-	46,040	-	N/A	-	-
LEAP Grant Revenue	-	-	968	-	64,000	10,000	N/A	-	-
Foreign Fire Ins. Tax	19,171	33,061	34,760	19,000	19,000	19,000	0.0%	19,380	19,770
Fire Protection Dist. Tax	67,745	64,492	68,707	68,000	69,000	69,000	1.5%	70,380	71,790
Property Taxes - Road & Bridge	236,408	253,278	262,595	235,000	255,000	255,000	8.5%	260,100	265,300
Cook County Gas Tax Rebate	12,325	14,442	12,820	12,000	12,000	12,000	0.0%	12,240	12,480
IDOT Grant Revenue	196,134	171,030	47,666	59,000	57,000	-	N/A	-	-
STP Grant Revenue	-	-	-	-	-	15,000	N/A	110,000	-
Tobacco Grant Revenue	3,393	2,901	3,064	2,420	2,270	2,420	0.0%	2,470	2,520
Emergency Ops Grant Revenue	60,460	14,547	7,196	-	5,500	30,000	N/A	-	-
CDBG-R Grant Revenue	-	81,078	-	-	-	-	N/A	-	-
EECBG Grant Revenue	-	2,315	106,049	76,610	132,930	16,000	-79.1%	-	-
KCAT Grant Revenue	-	67,026	153,416	162,160	142,500	142,500	-12.1%	145,350	148,260
Total Intergovernmental	13,474,955	11,670,544	12,101,917	11,525,720	12,097,540	11,739,720	1.9%	12,012,100	12,140,140

Charges for Services

Plan Review Fees	5,655	4,580	4,640	4,400	4,500	4,500	2.3%	4,590	4,680
Hearing Fees	40,175	22,690	33,775	32,500	32,500	32,500	0.0%	33,150	33,810
Engineering Fees	167,296	28,153	90,654	60,000	76,400	120,000	100.0%	122,400	124,850
Ambulance Fees	886,272	898,820	1,082,795	1,075,000	1,075,000	1,075,000	0.0%	1,096,500	1,118,430
Counseling Fees	19,146	22,267	19,999	22,000	20,000	22,000	0.0%	22,440	22,890
Health Clinic Fees	38,093	36,803	33,559	35,000	35,000	35,000	0.0%	35,700	36,410
Snow Removal Fees	104,722	44,645	19,144	30,000	20,000	20,000	-33.3%	20,400	20,810
Police Hireback	353,838	306,503	311,388	330,000	370,000	370,000	12.1%	377,400	384,950
Hireback - Arena	175,633	142,734	139,639	125,000	200,000	200,000	60.0%	204,000	208,080
Report Fees- Police	5,841	1,351	1,285	1,500	1,300	1,300	-13.3%	1,330	1,360
False Alarm Fees	51,100	50,400	40,500	45,000	41,000	41,000	-8.9%	41,820	42,660
Counter Sales	97	42	141	200	200	200	0.0%	200	200
Smoke Detector/Lock Box	3,888	2,450	1,620	2,000	2,000	2,000	0.0%	2,040	2,080
Lease Payments	596,638	650,418	694,925	700,000	700,000	700,000	0.0%	714,000	728,280
Cable TV Franchise Fee	500,178	453,255	439,271	380,000	469,000	469,000	23.4%	478,380	487,950
Cable TV PEG Fee	-	-	44,510	42,000	38,000	38,000	-9.5%	38,760	39,540
AT&T Franchise Fee	33,178	133,423	163,994	140,000	177,000	177,000	26.4%	180,540	184,150
AT&T PEG Fee	-	-	32,799	28,000	35,000	35,000	25.0%	35,700	36,410

<i>Account Name</i>	<i>2008 Actual</i>	<i>2009 Actual</i>	<i>2010 Actual</i>	<i>2011 Budget</i>	<i>2011 Estimate</i>	<i>2012 Budget</i>	<i>Percent Change</i>	<i>2013 Budget</i>	<i>2013 Budget</i>
Fourth of July Proceeds	78,933	77,482	82,178	67,020	83,100	87,750	30.9%	89,510	91,300
Recapture Adm Fees	4,530	937	648	1,000	500	500	-50.0%	510	520
Equipment Usage	177,507	161,649	176,436	180,000	180,000	180,000	0.0%	183,600	187,270
Employee Insurance Payments	1,014,253	1,042,690	1,012,484	1,050,000	1,050,000	1,050,000	0.0%	1,071,000	1,092,420
Police & Fire Applic. Fees	24,402	-	-	-	-	-	N/A	-	-
Passport Revenues	14,100	11,025	13,955	12,000	12,000	12,000	0.0%	12,240	12,480
Wireless Alarm Subscribers	115,778	433,210	521,792	430,000	550,000	550,000	27.9%	561,000	572,220
Backflow Prevention Audits	-	-	2,655	17,000	17,000	33,000	94.1%	33,000	33,000
Energy Audits	-	-	3,550	5,000	2,000	2,000	-60.0%	2,000	2,000
Total Charges for Services	4,411,253	4,525,527	4,968,336	4,814,620	5,191,500	5,257,750	9.2%	5,362,210	5,468,750
<u>Fines and Forfeits</u>									
Court Fines, County	334,737	331,706	346,840	360,000	360,000	360,000	0.0%	367,200	374,540
Ticket Fines, Village	656,294	556,549	510,861	525,000	535,000	535,000	1.9%	545,700	556,610
Overweight Truck Permits	7,950	4,610	4,640	2,000	4,500	4,500	125.0%	4,590	4,680
Administrative Towing Fee	452,999	48,195	-	-	-	-	N/A	-	-
Red Light Camera Revenue	-	-	-	400,000	77,300	560,000	40.0%	560,000	560,000
Total Fines and Forfeits	1,451,980	941,060	862,341	1,287,000	976,800	1,459,500	13.4%	1,477,490	1,495,830
<u>Investment Earnings</u>									
Interest Income	268,132	40,508	10,699	40,000	12,000	12,000	-70.0%	12,240	12,480
Unrealized Gain on Investments	77,006	16,360	26,797	-	25,000	25,000	N/A	25,500	26,010
Total Investment Earnings	345,138	56,868	37,496	40,000	37,000	37,000	-7.5%	37,740	38,490
<u>Miscellaneous</u>									
Reimburse\Recoveries	253,120	144,868	94,857	100,000	90,000	90,000	-10.0%	91,800	93,640
Reimbursements - KCAT	-	2,669	-	-	-	-	N/A	-	-
Reimbursements - ITTF	-	-	9,645	26,200	2,000	26,200	0.0%	26,720	27,250
Reimbursements - Engineering Svcs	-	-	1,984	-	-	-	N/A	-	-
Sale of Equipment/Property	16,720	8,294	44,692	2,310,000	2,544,170	15,000	N/A	15,300	15,610
Miscellaneous Revenue	21,652	12,166	72,795	20,000	4,000	20,000	0.0%	20,400	20,810
Board & Commissions Contrib.	3,837	4,183	5,227	4,000	5,000	5,000	25.0%	5,100	5,200
Industrial Developers Bond Fee	22,304	-	-	-	-	-	N/A	-	-
Sister Cities Proceeds	12,476	8,211	10,585	10,000	13,700	10,000	0.0%	10,200	10,400
Cultural Awareness Commission	200	500	-	-	-	-	N/A	-	-
HE Park District Contributions	4,475	4,400	4,075	4,400	3,500	3,500	-20.5%	3,500	3,500
Annexation Fees University Place	89,509	17,891	12,000	15,000	-	-	N/A	-	-
South Barrington Fuel Reimburse.	52,704	36,273	43,996	40,000	60,000	60,000	50.0%	61,200	62,420
Celebrations Commission Contr.	1,845	880	128	1,000	500	500	-50.0%	510	520

Account Name	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change	2013 Budget	2014 Budget
Veterans Memorial Contributions	1,346	1,451	1,159	1,200	500	500	-58.3%	510	520
Tollway Fire/Ambulance Payments	46,650	37,600	47,549	45,000	45,000	45,000	0.0%	45,900	46,820
Arts Commission	-	3,188	4,103	8,000	4,500	4,500	N/A	4,500	4,500
Terminal Reserve Revenue	209,882	5,761	246,131	-	-	236,780	N/A	-	-
Court Supervision (from Escrow)	-	25,309	22,567	30,000	30,000	31,000	3.3%	30,000	30,000
Tartan Day Contributions	-	-	5,750	-	-	-	N/A	-	-
50th Anniversary	-	58,698	-	-	-	-	N/A	-	-
Recycling Revenue	71,312	-	-	-	-	-	N/A	-	-
Total Miscellaneous	808,032	372,342	627,243	2,614,800	2,802,870	547,980	-79.0%	315,640	321,190
<i>Operating Transfers</i>									
Transfer from MFT Fund	-	-	-	-	-	60,000	N/A	60,000	-
Transfer from CDBG Fund	-	-	-	-	-	25,000	N/A	-	-
Transfer from E-911 Fund	412,229	150,000	546,120	300,000	300,000	-	N/A	-	-
Transfer from Municipal Waste	-	-	-	30,000	30,000	30,000	0.0%	30,000	30,000
Transfer from EDA 1991 Project	-	-	-	-	-	20,000	N/A	-	-
Transfer from Roselle Rd TIF	-	-	50,000	50,000	50,000	50,000	0.0%	50,000	50,000
Total Operating Transfers	412,229	150,000	596,120	380,000	380,000	185,000	-51.3%	140,000	80,000
Total Revenues	44,686,230	43,316,234	43,734,600	45,827,668	46,398,538	44,945,360	-3.2%	44,966,490	45,673,160

Village of Hoffman Estates 2012 Annual Operating Budget

2011 Levy Year Property Tax Levy Analysis

Levy Year	Fiscal Year	(1) Corporate	(2) Police Pension	(3) Fire Pension	(4) Municipal Waste	(5) Bond Interest	Loss Abate	Sub-total Levy	Loss Cost/2%	Total Extension	(6) EAV	Rate	Inc/Dec Over Prior Yr	Inc/Dec Int=AV
2002	2003	7,120,115	1,131,274	765,308	265,365	4,616,358	(2,674,057)	11,224,363	224,487	11,448,850	1,176,428,654	0.974	-2.1%	7.7%
2003	2004	7,980,840	1,240,276	919,016	-	3,822,713	(2,205,923)	11,756,922	235,138	11,992,060	1,171,201,344	1.024	5.1%	-0.4%
2004	2005	8,493,553	1,265,523	1,004,240	-	3,854,723	(2,311,306)	12,296,733	245,935	12,542,668	1,343,231,745	0.934	-8.8%	14.7%
2005	2006	8,903,910	1,341,910	1,034,406	-	3,959,011	(2,415,596)	12,823,641	256,473	13,080,114	1,451,884,884	0.901	-3.5%	8.1%
2006	2007	9,297,880	1,510,337	1,106,754	-	6,169,657	(4,626,241)	13,458,387	269,168	13,727,555	1,509,125,778	0.910	1.0%	3.9%
2007	2008	9,843,180	1,630,564	1,203,710	-	8,009,307	(6,430,891)	14,255,870	285,117	14,540,987	1,773,557,976	0.820	-9.9%	17.5%
2008	2009	10,443,180	1,754,998	1,390,335	-	9,467,796	(7,917,796)	15,138,513	302,771	15,441,284	1,885,037,469	0.820	0.0%	6.3%
2009	2010	10,793,180	2,323,041	1,970,552	-	10,396,351	(8,846,051)	16,637,073	332,742	16,969,815	1,912,123,092	0.888	8.3%	1.4%
2010	2011	11,000,000	2,275,714	1,975,214	-	9,517,116	(7,967,116)	16,800,928	336,020	17,136,948	1,739,393,365	0.986	11.0%	-9.0%
2011	2012	11,000,000	2,275,714	1,975,214	-	9,517,116	(7,967,116)	16,800,928	336,020	17,136,948	1,739,393,365	0.986	11.0%	-9.0%
Rate Base 12/31/11		636,320	6,354	640,754	-	1,249,148	249,148	2,000,002	3,939	20,000	52,180,600	0.840		
Percent Rs/Dec		3.5%	2.7%	-7.5%	N/A	-18.1%	33.03%	1.2%	2.2%	-1.2%	9.0%	-3%		

NOTES:
* Triennial Reassessment Years

(1) Corporate Levy - for the General Fund

(2) Police Pension Actuarially-determined employer contribution:

PA 096-1495 with 95% target amortization	\$ 2,415,760
Less other revenue sources:	
Replacement Tax	\$ 13,400
EDA Property Tax Surplus	\$ 60,000
EDA Administration Transfer	\$ 128,500 (5 out of the total 94 membership)
Total Tax Levy Requirement	\$ 2,213,860

(3) Firefighters Pension Actuarially-determined employer contribution:

PA 096-1495 with 95% target amortization	\$ 2,059,570
Less other revenue sources:	
Replacement Tax	\$ 13,400
EDA Property Tax Surplus	\$ 45,000
EDA Administration Transfer	\$ 370,720 (18 out of the total 100 membership)
Total Tax Levy Requirement	\$ 1,630,450

(4) Due to direct billing by company, this levy is no longer required. In the past, this levy was required to make up deficit on current contract at a sticker fee of \$1.50 per bag.

(5) G.O. Bond Issue	Tax Levy	Abatement	Tax Levy
1997 A	554,910.00	147,448.00	407,462.00
2001	-	-	-
2003	-	-	-
2004	970,062.50	354,994.50	615,068.00
2005 A	3,896,890.00	3,896,890.00	-
2008	1,332,250.00	1,332,250.00	-
2009	1,513,856.00	986,386.00	527,470.00
Totals	8,267,968.50	6,717,968.50	1,550,000.00

(6) 2011 EAV Calculation:	
Base	1,739,393,365
Projected change (3% decrease due to projected drop in equalizer)	(52,181,800)
Total	1,687,211,565

Village of Hoffman Estates

2012 Annual Operating Budget

General Fund Expenditure Summary by Department

Program	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change	2012 Budget	2011 Budget
<u>General Administration</u>									
Legislative	310,235	328,711	305,864	352,290	328,430	378,580	7.5%	392,600	407,240
Administration	720,259	629,474	598,135	578,020	560,200	560,120	-3.1%	592,060	618,490
Legal	490,724	588,464	452,623	475,030	434,540	501,970	5.7%	520,070	538,960
Finance	775,414	771,354	805,318	819,850	825,840	853,880	4.2%	897,060	938,610
Village Clerk	173,145	179,657	179,636	174,690	172,310	179,640	2.8%	188,990	197,700
Human Resource Management	492,109	475,360	422,002	442,610	451,180	460,180	4.0%	483,390	506,460
Communications	247,517	172,668	190,447	170,070	170,040	173,030	1.7%	178,760	184,700
Cable Television	134,467	223,075	131,930	137,470	130,170	130,270	-5.2%	135,040	140,000
Sub-Total	3,343,869	3,368,763	3,085,955	3,150,030	3,072,710	3,237,670	2.8%	3,387,970	3,532,160
<u>Police Department</u>									
Administration	1,626,407	1,699,094	1,689,432	1,273,580	1,251,860	1,246,420	-2.1%	1,369,140	1,427,240
Juvenile	714,737	653,731	666,183	691,030	571,880	574,740	-16.8%	597,920	622,380
Problem Oriented Policing	236,549	245,022	536	1,300	550	550	-57.7%	570	590
Tactical	723,373	690,317	720,223	740,840	757,860	763,010	3.0%	794,430	827,610
Patrol and Response	7,540,074	7,901,379	8,910,617	9,378,040	9,187,624	9,282,130	-1.0%	9,790,010	10,186,050
Traffic Control	867,826	851,252	874,413	907,470	955,070	1,203,360	32.6%	1,250,450	1,299,940
Investigations	1,099,018	1,086,137	1,025,631	1,082,230	1,064,650	1,246,100	15.1%	1,297,250	1,351,180
Community Relations	245,845	246,341	3,400	10,120	10,160	10,160	0.4%	10,480	10,800
Communications	570,669	546,037	550,651	567,100	567,100	601,130	6.0%	619,160	637,730
Canine	252,410	144,333	145,325	152,060	152,000	156,370	2.8%	162,760	169,500
Special Services	192,894	130,255	136,245	119,710	179,080	182,610	52.5%	188,090	193,730
Records	360,059	371,884	356,459	330,490	314,860	364,900	10.4%	381,540	398,170
Administrative Services	700,753	695,942	650,772	707,750	684,770	731,960	3.4%	769,970	810,300
Emergency Operations	185,120	156,600	214,056	160,250	191,970	160,660	0.3%	165,090	169,960
Sub-Total	15,315,734	15,418,324	15,943,943	16,121,970	15,889,434	16,524,100	2.5%	17,396,860	18,105,180

<i>Program</i>	<i>2008 Actual</i>	<i>2009 Actual</i>	<i>2010 Actual</i>	<i>2011 Budget</i>	<i>2011 Estimate</i>	<i>2012 Budget</i>	<i>Percent Change</i>	<i>2013 Budget</i>	<i>2014 Budget</i>
<u>Fire Department</u>									
Administration	714,008	689,504	827,368	588,100	610,570	601,510	2.3%	690,240	720,470
Public Education	119,962	75,636	40,112	28,380	32,800	28,440	0.2%	29,490	30,590
Suppression	5,941,801	5,631,876	5,678,170	5,983,374	5,948,814	5,645,290	-5.7%	5,872,740	6,114,220
Emergency Medical Services	4,546,128	4,701,164	5,315,360	5,424,370	5,345,890	5,120,910	-5.6%	5,332,020	5,554,810
Prevention	847,152	482,591	442,737	382,550	390,790	496,480	29.8%	514,820	533,990
E.S.D.A.	40,165	-	-	-	-	-	N/A	-	-
Fire Stations	56,112	48,504	15,225	23,980	17,480	27,120	13.1%	27,950	28,790
Sub-Total	12,265,328	11,629,274	12,318,972	12,430,754	12,346,344	11,919,750	-4.1%	12,467,260	12,982,870
<u>Public Works</u>									
Administration	322,670	326,462	258,512	238,960	223,530	244,820	2.5%	264,060	277,220
Snow and Ice Control	2,344,985	1,843,898	1,595,509	1,795,380	1,781,150	1,696,610	-5.5%	1,755,510	1,822,850
Pavement Maintenance	704,304	364,041	363,144	330,370	375,310	343,910	4.1%	359,900	376,880
Forestry	919,925	813,396	743,999	819,190	776,150	859,460	4.9%	894,870	932,170
Facilities	873,767	862,248	955,373	973,880	1,014,870	944,520	-3.0%	980,680	1,018,610
Fleet Services	1,473,208	1,156,219	1,180,436	1,207,850	1,344,310	1,325,010	9.7%	1,373,250	1,423,670
F.A.S.T.	278,085	228,155	196,548	213,700	207,300	225,010	5.3%	233,200	241,780
Storm Sewers	232,461	206,332	195,233	209,940	207,110	217,050	3.4%	226,420	236,330
Traffic Control	562,013	581,444	573,285	599,240	556,200	607,030	1.3%	631,450	657,130
Sub-Total	7,711,418	6,382,194	6,062,039	6,388,510	6,485,930	6,463,420	1.2%	6,719,340	6,986,640
<u>Development Services</u>									
Administration	188,009	162,936	194,116	199,150	198,370	212,540	6.7%	226,230	236,560
Planning	604,434	494,233	468,101	441,970	445,330	452,230	2.3%	473,880	496,870
Code Enforcement	1,258,881	1,132,441	1,078,876	1,041,660	1,040,210	1,045,560	0.4%	1,096,130	1,147,470
Transportation & Engineering	1,154,222	1,107,698	969,928	1,020,740	1,013,730	1,101,230	7.9%	1,154,130	1,205,950
Economic Development	1,140,449	1,151,301	1,121,119	1,180,040	1,133,700	1,127,450	-4.5%	1,166,260	1,206,650
Sub-Total	4,345,995	4,048,608	3,832,140	3,883,560	3,831,340	3,939,010	1.4%	4,116,630	4,293,500
<u>Health & Human Services</u>									
Health & Human Services	686,629	650,631	601,496	638,220	629,734	659,390	3.3%	692,580	724,980
Sub-Total	686,629	650,631	601,496	638,220	629,734	659,390	3.3%	692,580	724,980

<i>Program</i>	<i>2008 Actual</i>	<i>2009 Actual</i>	<i>2010 Actual</i>	<i>2011 Budget</i>	<i>2011 Estimate</i>	<i>2012 Budget</i>	<i>Percent Change</i>	<i>2013 Budget</i>	<i>2014 Budget</i>
<i>Boards & Commissions</i>									
Fourth of July Commission	141,870	144,507	116,641	93,800	87,720	149,710	59.6%	154,200	158,810
Fire and Police Commission	108,530	2,321	1,468	86,290	44,440	61,490	-28.7%	63,330	65,230
Miscellaneous Boards & Comm.	217,815	201,648	144,161	146,290	140,150	162,110	10.8%	168,670	175,580
Sub-Total	468,214	348,475	262,270	326,380	272,310	373,310	14.4%	386,200	399,620
General Fund Total before Operating Transfers	44,137,187	41,846,270	42,106,815	42,939,424	42,527,801	43,116,650	0.4%	45,166,840	47,024,950
<i>Operating Transfers</i>									
Transfer to 97 A & B G.O. Debt Service	506,010	513,000	518,430	507,100	507,100	101,120	-80.1%	-	-
Transfer to 2001 G.O. Refunding	195,980	167,060	454,660	571,620	571,620	-	-100.0%	-	-
Transfer to 2004 G.O. Refunding	484,370	452,720	158,250	-	-	240,750	N/A	-	-
Transfer to 2005A Debt Service	-	-	-	2,300,000	-	-	N/A	-	-
Transfer to 2008 G.O. Debt Service	-	-	-	-	-	999,190	N/A	999,190	999,190
Transfer to 2009 G.O. Debt Service	-	-	-	-	-	-	N/A	134,000	134,000
Transfer to E-911 Fund	-	-	-	-	-	-	N/A	-	-
Transfer to Capital Improvement Fund	454,540	25,000	102,320	198,310	198,310	105,000	-47.1%	1,218,920	5,529,130
Transfer to Capital Vehicle & Equip.	202,800	17,000	35,000	121,500	21,930	134,400	10.6%	1,050,860	2,407,760
Transfer to Capital Replacement Fund	-	-	-	-	-	-	N/A	-	-
Transfer to Sears Centre Operating	-	-	-	-	2,500,000	-	N/A	-	-
Transfer to Information System Fund	63,409	57,351	58,447	64,580	64,580	66,770	3.4%	69,110	71,530
Transfer to Insurance Fund	-	-	-	-	-	-	N/A	-	-
Transfer to Water & Sewer Fund	16,130	8,250	-	-	-	-	N/A	-	-
Sub-Total	1,923,239	1,240,381	1,327,107	3,763,110	3,863,540	1,647,230	-56.2%	3,472,080	9,141,610
TOTAL ALL PROGRAMS	46,060,426	43,086,651	43,433,922	46,702,534	46,391,341	44,763,880	-4.2%	48,638,920	56,166,560

Village of Hoffman Estates

2012 Annual Operating Budget

General Fund Expenditure Summary by Object

<i>Expenditure Object</i>	<i>2008 Actual</i>	<i>2009 Actual</i>	<i>2010 Actual</i>	<i>2011 Budget</i>	<i>2011 Estimate</i>	<i>2012 Budget</i>	<i>Percent Change</i>	<i>2012 Budget</i>	<i>2011 Budget</i>
<i>Salaries and Wages</i>									
General Administration	1,972,852	1,983,007	1,883,990	1,902,180	1,836,320	1,980,630	4.1%	2,049,980	2,121,760
Police	9,529,077	9,511,997	9,505,416	9,502,070	9,226,200	9,720,550	2.3%	10,058,540	10,408,280
Fire	7,726,819	7,574,426	7,519,156	7,591,440	7,586,720	7,342,040	-3.3%	7,597,020	7,860,880
Public Works	3,135,542	3,018,616	2,632,560	2,695,610	2,660,390	2,729,240	1.2%	2,817,230	2,913,440
Development Services	2,231,348	2,015,800	1,941,277	1,895,150	1,895,450	2,000,300	5.5%	2,070,220	2,142,580
Health & Human Services	389,404	385,649	370,124	379,940	374,283	389,840	2.6%	403,480	417,600
Boards & Commissions	61,736	36,525	36,548	49,630	50,300	50,770	2.3%	52,450	54,190
Sub-Total	25,046,778	24,526,019	23,889,071	24,016,020	23,629,663	24,213,370	0.8%	25,048,920	25,918,730
<i>Employee Benefits</i>									
General Administration	731,329	817,246	732,989	716,090	701,940	753,870	5.3%	802,180	854,360
Police	3,793,469	4,003,267	4,608,262	4,623,530	4,593,024	4,689,170	1.4%	4,953,840	5,239,650
Fire	2,830,306	2,990,411	3,746,754	3,650,594	3,658,374	3,358,780	-8.0%	3,568,120	3,776,440
Public Works	1,116,950	1,224,454	1,078,878	1,187,920	1,177,410	1,217,400	2.5%	1,300,750	1,391,610
Development Services	897,523	880,476	847,068	904,900	898,290	917,050	1.3%	981,090	1,050,580
Health & Human Services	166,174	144,662	159,717	171,280	170,500	182,290	6.4%	195,780	210,440
Boards & Commissions	18,920	22,479	25,750	28,620	28,700	30,250	5.7%	32,690	35,350
Sub-Total	9,554,671	10,082,995	11,199,418	11,282,934	11,228,238	11,148,810	-1.2%	11,834,450	12,558,430
<i>Misc. Employee Benefits</i>									
General Administration	78,492	43,801	28,855	48,900	48,170	44,880	-8.2%	46,240	47,630
Police	209,610	191,102	106,348	129,560	123,000	134,050	3.5%	137,880	141,790
Fire	230,719	116,461	105,561	197,740	134,100	198,200	0.2%	204,150	210,280
Public Works	39,751	28,463	22,685	30,700	29,550	33,450	9.0%	34,430	35,440
Development Services	58,788	37,909	31,468	38,720	28,550	40,980	5.8%	42,210	43,470
Health & Human Services	4,478	3,426	2,349	2,220	1,510	2,810	26.6%	2,890	2,970
Boards & Commissions	1,634	508	1,322	2,530	380	2,530	0.0%	2,600	2,680
Sub-Total	623,473	421,669	298,588	450,370	365,260	456,900	1.4%	470,400	484,260

<i>Expenditure Object</i>	<i>2008 Actual</i>	<i>2009 Actual</i>	<i>2010 Actual</i>	<i>2011 Budget</i>	<i>2011 Estimate</i>	<i>2012 Budget</i>	<i>Percent Change</i>	<i>2013 Budget</i>	<i>2014 Budget</i>
<u>Commodities</u>									
General Administration	239,690	167,677	174,144	196,050	184,810	181,510	-7.4%	186,980	192,590
Police	94,357	61,770	66,973	81,000	78,210	77,560	-4.2%	79,860	82,210
Fire	99,448	64,328	50,773	75,150	64,420	80,580	7.2%	81,350	83,780
Public Works	1,711,594	1,013,297	1,046,969	1,140,850	1,212,150	1,153,520	1.1%	1,188,110	1,223,740
Development Services	23,183	16,526	34,805	17,580	15,290	16,410	-6.7%	16,930	17,450
Health & Human Services	30,738	32,349	15,755	32,230	31,090	31,820	-1.3%	32,770	33,750
Boards & Commissions	2,949	1,320	1,014	2,560	970	1,500	-41.4%	1,540	1,580
Sub-Total	2,201,960	1,357,266	1,390,433	1,545,420	1,586,940	1,542,900	-0.2%	1,587,540	1,635,100
<u>Contractual Services</u>									
General Administration	889,046	887,333	755,006	781,300	754,570	806,740	3.3%	848,460	878,070
Police	1,517,428	1,477,487	1,552,752	1,619,340	1,676,500	1,847,630	14.1%	1,979,960	2,045,800
Fire	1,004,260	1,091,914	1,171,020	1,177,510	1,165,710	1,173,090	-0.4%	1,256,740	1,299,010
Public Works	1,773,694	1,396,681	1,531,431	1,664,020	1,621,380	1,691,480	1.7%	1,751,330	1,806,100
Development Services	1,186,971	1,180,309	1,076,990	1,123,280	1,083,960	1,055,000	-6.1%	1,099,630	1,135,680
Health & Human Services	95,835	84,545	53,551	52,550	52,350	52,630	0.2%	57,660	60,220
Boards & Commissions	382,974	287,644	197,636	243,040	191,960	288,260	18.6%	296,920	305,820
Sub-Total	6,850,209	6,405,913	6,338,386	6,661,040	6,546,430	6,914,830	3.8%	7,290,700	7,530,700
<u>Capital Outlay</u>									
General Administration	14,870	88,896	12,109	11,250	7,930	250	-97.8%	260	270
Police	171,793	172,701	104,192	166,470	192,500	55,140	-66.9%	186,780	187,450
Fire	539,266	97,122	88,868	51,870	50,570	64,080	23.5%	65,810	67,590
Public Works	47,115	24,217	104,462	42,150	150,600	30,440	-27.8%	31,360	32,300
Development Services	3,948	-	-	-	-	-	N/A	-	-
Health & Human Services	-	-	-	-	-	-	N/A	-	-
Boards & Commissions	-	-	-	-	-	-	N/A	-	-
Sub-Total	776,992	382,937	309,631	271,740	401,600	149,910	-44.8%	284,210	287,610

Expenditure Object	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change	2013 Budget	2014 Budget
<u>Operating Transfers</u>									
Transfer to 97 A & B G.O. Debt Service	506,010	513,000	518,430	507,100	507,100	101,120	-80.1%	-	-
Transfer to 2001 G.O. Refunding	195,980	167,060	454,660	571,620	571,620	-	N/A	-	-
Transfer to 2004 G.O. Refunding	484,370	452,720	158,250	-	-	240,750	N/A	-	-
Transfer to 2005A Debt Service	-	-	-	2,300,000	-	-	N/A	-	-
Transfer to 2008 G.O. Debt Service	-	-	-	-	-	999,190	N/A	999,190	999,190
Transfer to 2009 G.O. Debt Service	-	-	-	-	-	-	N/A	134,000	134,000
Transfer to E-911 Fund	-	-	-	-	-	-	N/A	-	-
Transfer to Capital Improvement Fund	454,540	25,000	102,320	198,310	198,310	105,000	-47.1%	1,218,920	5,529,130
Transfer to Capital Vehicle & Equip.	202,800	17,000	35,000	121,500	21,930	134,400	10.6%	1,050,860	2,407,760
Transfer to Capital Replacement Fund	479,970	-	-	-	-	-	N/A	-	-
Transfer to Sears Centre Operating	-	-	-	-	2,500,000	-	N/A	-	-
Transfer to Information Systems	63,409	57,351	58,447	64,580	64,580	66,770	3.4%	69,110	71,530
Transfer to Insurance Fund	-	-	-	-	-	-	N/A	-	-
Transfer to Water and Sewer Fund	16,130	8,250	-	-	-	-	N/A	-	-
Sub-Total	2,403,209	1,240,381	1,327,107	3,763,110	3,863,540	1,647,230	-56.2%	3,472,080	9,141,610
<u>Cost Allocations</u>									
Water Fund Cost Allocation	(983,325)	(975,206)	(887,829)	(914,550)	(856,780)	(961,050)	5.1%	(989,890)	(1,019,600)
EDA Fund Cost Allocation	(385,321)	(305,388)	(363,160)	(313,550)	(313,550)	(297,020)	-5.3%	(305,930)	(315,110)
CDBG Fund Cost Allocation	(28,219)	(49,936)	(67,723)	(60,000)	(60,000)	(52,000)	-13.3%	(53,560)	(55,170)
Sub-Total	(1,396,865)	(1,330,530)	(1,318,712)	(1,288,100)	(1,230,330)	(1,310,070)	1.7%	(1,349,380)	(1,389,880)
ROYAL - ALL OBJECTS	46,060,426	48,086,651	48,433,922	48,702,534	46,391,341	42,768,991	-4.2%	49,638,921	56,156,530

Village of Hoffman Estates

2012 Annual Operating Budget

Revenues - Other Funds

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change
<u>SPECIAL REVENUE FUNDS</u>							
Motor Fuel Tax	1,357,450	1,320,498	1,528,847	1,358,800	1,528,820	1,309,200	-3.7%
Asset Seizure	215,344	184,481	155,976	1,298,530	1,299,020	447,450	-65.5%
EDA Administration	3,843,376	5,020,864	5,733,375	4,046,680	4,052,440	4,243,710	4.9%
EDA General Account	4,135,496	10,181,363	10,146,764	-	15,988,970	-	N/A
Municipal Waste System	943,163	1,133,538	1,106,193	1,150,940	1,129,460	1,148,790	-0.2%
E-911	187,544	114,096	27,669	26,750	25,750	25,750	-3.7%
Roselle Road TIF	1,038,517	1,125,515	929,127	1,171,580	1,167,930	1,185,060	1.2%
Community Dev. Block Grant	98,597	611,739	416,982	335,000	320,000	302,000	-9.9%
<u>DEBT SERVICE FUNDS</u>							
1997 A & B GO Debt Service	546,861	546,460	550,557	553,480	553,440	554,910	0.3%
2001 G.O. Refunding	1,551,928	1,445,744	1,324,909	643,600	643,430	-	N/A
2003 G.O. Refunding	901,287	866,015	927,694	711,280	710,950	-	N/A
2004 G.O. Refunding	932,184	910,836	960,852	974,040	975,940	972,270	-0.2%
2005A G.O. Debt Service	3,889,670	2,603,109	3,906,297	3,905,500	3,904,700	3,897,500	-0.2%
2008 G.O. Debt Service	2,216,374	35,508	308,526	1,352,260	1,332,360	1,332,360	-1.5%
2009 G.O. Debt Service	-	4,678,100	316,893	550,000	259,500	915,390	66.4%
2005 EDA TIF Bond	12,897,483	1,597,801	10,135,692	21,000	21,060	21,000	0.0%
1991 EDA TIF Bond	-	-	-	-	-	-	N/A

Continued on the next page

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change
<u>CAPITAL PROJECT FUNDS</u>							
Capital Improvements Fund	2,751,076	2,822,776	2,855,818	9,334,630	3,422,070	6,343,780	-32.0%
Capital Vehicle & Equipment Fund	285,908	31,568	35,052	554,550	430,980	1,097,950	98.0%
Capital Replacement Fund	925,854	202,346	5,422	6,000	3,600	70,490	1074.8%
Central Rd Corridor Improve. Fund	5,039	585	363	300	150	150	-50.0%
Hoffman Blvd Bridge Maintenance	7,537	904	545	470	400	400	-14.9%
Western Corridor Fund	31,287	10,968	78,966	11,100	2,600	2,600	-76.6%
Traffic Improvement Fund	15,745	3,198	1,190	1,350	500	500	-63.0%
EDA Series 1991 Project Fund	209,917	15,811	58,622	470,000	6,220	73,200	-84.4%
Western Area Traffic Improve. Fund	7,428	1,715	602	720	460	500	-30.6%
Central Area Impact Fee Fund	3,406	1,247	654	500	600	600	20.0%
West. Area Rd. Impact Fee Fund	51,085	28,518	19,065	5,100	71,000	3,000	-41.2%
Sears Centre Arena Reserve Fund	194,322	200,111	-	-	-	-	N/A
2008 Project Fund	20,576,731	2,227,294	758	-	-	-	N/A
2009 Project Fund	-	31,787,273	852,624	1,000,000	500,000	-	N/A
<u>ENTERPRISE FUNDS</u>							
Waterworks and Sewerage	12,480,365	11,662,484	10,961,145	11,512,720	10,750,370	11,885,300	3.2%
Sears Centre Operating	-	84,747,009	3,572,548	4,671,150	6,925,680	4,332,180	-7.3%
<u>INTERNAL SERVICE FUND</u>							
Insurance	1,471,224	1,561,524	1,676,777	1,913,800	1,913,080	1,876,880	-1.9%
Information Systems Fund	1,173,727	1,037,219	1,139,348	1,106,740	1,106,830	1,136,310	2.7%
<u>TRUST FUNDS</u>							
Police Pension	(2,764,794)	8,187,520	8,594,240	4,405,184	4,555,924	4,367,420	-0.9%
Firefighters Pension	(3,496,993)	6,962,887	8,536,088	4,186,294	4,831,854	3,776,030	-9.8%
OTHER FUNDS	66,694,138	85,868,624	76,366,189	27,280,000	99,436,088	74,322,680	-10.4%

Village of Hoffman Estates

2012 Annual Operating Budget

Expenditures - Other Funds

	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change
<u>SPECIAL REVENUE FUNDS</u>							
Motor Fuel Tax	1,439,436	1,366,136	1,422,260	306,630	303,630	2,253,430	634.9%
Asset Seizure	183,659	160,001	149,987	1,314,280	1,314,050	505,400	-61.5%
EDA Administration	3,749,189	4,759,499	4,150,318	4,735,800	4,706,070	4,826,060	1.9%
EDA General Account	4,135,496	10,181,363	10,146,764	-	15,988,970	-	N/A
Municipal Waste System	1,190,251	1,190,740	1,106,193	1,213,520	1,092,720	1,050,820	-13.4%
E-911	420,529	150,000	546,120	300,000	320,700	17,300	-94.2%
Roselle Road TIF	84,865	2,713,671	52,290	281,040	231,040	1,618,580	475.9%
Community Dev. Block Grant	98,597	611,739	416,982	335,000	320,000	302,000	-9.9%
<u>DEBT SERVICE FUNDS</u>							
1997 A & B GO Debt Service	546,413	546,403	550,473	553,400	553,400	554,910	0.3%
2001 G.O. Refunding	1,703,000	1,765,950	1,163,050	544,000	544,000	-	N/A
2003 G.O. Refunding	899,123	967,123	967,203	703,380	703,380	-	N/A
2004 G.O. Refunding	963,238	961,913	967,688	972,240	972,240	970,570	-0.2%
2005 A G.O. Debt Service	3,909,233	3,900,858	3,899,338	3,904,700	3,904,700	3,901,890	-0.1%
2008 G.O. Debt Service	697,406	779,866	999,688	1,332,750	1,332,750	1,332,750	0.0%
2009 G.O. Debt Service	-	1,009,237	1,514,356	1,514,360	1,514,360	1,514,360	0.0%
2005 EDA TIF Bond	12,283,432	12,107,538	23,885,006	21,000	21,000	21,000	0.0%
1991 EDA TIF Bond	38	-	-	-	-	-	N/A

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	2008 Actual	2009 Actual	2010 Actual	2011 Budget	2011 Estimate	2012 Budget	Percent Change
<u>CAPITAL PROJECT FUNDS</u>							
Capital Improvements Fund	3,666,368	2,932,537	2,531,395	9,334,120	3,419,620	6,490,680	-30.5%
Capital Vehicle & Equipment Fund	751,555	149,803	41,929	554,500	411,930	1,150,200	107.4%
Capital Replacement Fund	1,669,693	581,798	67,701	291,520	22,100	764,340	162.2%
Central Rd Corridor Improve. Fund	-	-	-	250,000	-	-	N/A
Hoffman Blvd Bridge Maintenance	-	5,700	41,967	3,000	3,750	75,000	2400.0%
Western Corridor Fund	-	-	-	-	-	-	N/A
Traffic Improvement Fund	-	21,889	37,000	616,000	252,000	174,500	-71.7%
EDA Series 1991 Project Fund	508,987	258,920	58,347	1,591,020	225,000	3,759,400	136.3%
Western Area Traffic Improve. Fund	1,434	1,105	11,532	-	-	-	N/A
Central Area Impact Fee Fund	-	797	-	100,000	-	100,000	0.0%
West. Area Rd. Impact Fee Fund	-	787	40,671	300,000	-	650,000	116.7%
Sears Centre Arena Reserve Fund	-	744,320	-	-	-	-	N/A
2008 Project Fund	16,835,410	4,799,778	83,517	-	3,730	-	N/A
2009 Project Fund	-	18,648,980	10,130,452	1,805,000	2,905,000	1,000,000	N/A
<u>ENTERPRISE FUNDS</u>							
Waterworks and Sewerage	12,285,387	14,172,355	12,274,958	15,079,660	11,903,970	11,924,640	-20.9%
Sears Centre Operating	-	52,900,768	4,723,993	4,190,700	4,486,917	5,858,380	39.8%
<u>INTERNAL SERVICE FUND</u>							
Insurance	1,826,174	1,731,594	1,779,745	1,905,800	1,783,510	1,875,480	-1.6%
Information Systems Fund	1,281,703	1,233,851	998,641	1,106,740	1,159,110	1,213,180	9.6%
<u>TRUST FUNDS</u>							
Police Pension	2,305,726	2,456,449	2,671,566	2,838,901	3,116,790	3,121,520	10.0%
Firefighters Pension	2,239,495	2,478,849	2,565,503	3,165,063	3,105,560	3,383,400	6.9%
TOTAL OTHER FUNDS	75,675,057	102,292,116	95,996,638	61,164,124	56,672,997	60,415,730	-1.2%

Village of Hoffman Estates 2012 Annual Operating Budget

Projected Impact of Fiscal Year 2012

	2011 Fund Balance	2011 Estimated Revenues	2011 Estimated Expenses	Estimated Beginning Fund Balance	Budgeted Revenues	Budgeted Expenditures	Transfers In	Transfers Out	Estimated Ending Fund Balance
General Fund	11,390,026	46,898,538	46,391,341	11,897,223	44,160,880	43,116,650	185,000	1,647,230	11,479,223
Special Revenue Funds									
EDA Administration	2,297,881	4,052,440	4,706,070	1,644,251	4,243,710	3,800,310		1,025,750	1,081,901
EDA General Account	-	15,988,970	15,988,970	-	-	-			-
Motor Fuel Tax	198,055	1,528,820	303,630	1,423,245	1,309,200	90,000		2,163,430	479,015
Community Dev. Block Grant	1	320,000	320,000	1	302,000	162,000		140,000	1
E-911	370,297	25,750	320,700	75,347	25,750	17,300			83,797
Asset Seizure	158,675	1,299,020	1,314,050	143,645	447,450	464,900		40,500	85,695
Municipal Waste System	60,728	1,129,460	1,092,720	97,468	1,148,790	1,020,820		30,000	195,438
Roselle Rd TIF	1,414,888	1,167,930	231,040	2,351,778	1,185,060	1,548,560		70,000	1,918,258
Debt Service Funds									
1997 A & B GO Debt Service	5,486	553,440	553,400	5,526	407,460	554,910	147,460		5,526
2001 G.O. Refunding	(33,545)	643,430	544,000	65,885	-	-			65,885
2003 G.O. Refunding	26,254	710,950	703,380	33,824	-	-			33,824
2004 G.O. Refunding	28,534	975,940	972,240	32,234	617,270	970,570	355,000		33,934
2005A G.O. Debt Service	1,013,157	3,904,700	3,904,700	1,013,157	1,000,600	3,901,890	2,896,900		1,008,767
2008 G.O. Debt Service	83,448	1,332,360	1,332,750	83,058	100	1,332,750	1,332,260		82,668
2009 G.O. Debt Service	2,471,400	259,500	1,514,360	1,216,540	915,390	1,514,360			617,570
2005 EDA TIF Bond	39,760	21,060	21,000	39,820	21,000	21,000			39,820
Capital Project Funds									
Capital Improvements Fund	167,654	3,422,070	3,419,620	170,104	1,774,100	6,490,680	4,569,680		23,204
Capital Vehicle & Equipment Fund	28,443	430,980	411,930	47,493	498,450	1,111,900	599,500	38,300	(4,757)
Capital Replacement Fund	4,384,741	3,600	22,100	4,366,241	70,490	527,170		237,170	3,672,391
Central Rd Corridor Improve. Fund	253,520	150	-	253,670	150	-			253,820
Hoffman Blvd Bridge Maintenance	345,742	400	3,750	342,392	400	75,000			267,792
Western Corridor Fund	536,084	2,600	-	538,684	2,600	-			541,284
Traffic Improvement Fund	679,987	500	252,000	428,467	500	36,500		136,000	254,467
EDA Series 1991 Project Fund	4,274,538	6,220	225,000	4,055,758	73,200	3,609,400		150,000	369,558
Western Area Traffic Improve. Fund	329,895	460	-	330,355	500	-			330,855
Central Area Impact Fee Fund	126,779	600	-	127,379	600	-		100,000	27,979
West. Area Rd. Impact Fee Fund	739,386	71,000	-	810,386	3,000	-		650,000	163,386
2008 Project Fund	32,303	-	3,730	28,573	-	-			28,573
2009 Project Fund	3,880,467	500,000	2,905,000	1,455,467	-	-		1,000,000	455,467
Enterprise funds									
Water & Sewer Fund	4,263,441	10,750,370	11,903,970	3,109,841	11,847,000	11,512,340	38,300	412,300	3,070,501
Sears Centre Operating Fund	(558,338)	6,925,680	4,486,917	1,880,425	4,332,180	2,961,480		2,896,900	354,225
Internal Service Funds									
Insurance	326,833	1,913,080	1,783,510	456,403	1,876,880	1,875,480			457,803
Information Systems	246,454	1,106,830	1,159,110	194,174	1,022,040	1,213,180	114,270		117,304
Trust & Agency Funds									
Police Pension	52,092,944	4,555,924	3,116,790	53,532,078	4,238,920	3,121,520	128,500		54,777,978
Firefighters Pension	54,429,934	4,831,854	3,105,560	56,156,228	3,405,310	3,383,400	370,720		56,548,858

COMMITTEE AGENDA ITEM

VILLAGE OF HOFFMAN ESTATES

SUBJECT: Police Hireback Rates for 2012

MEETING DATE: December 5, 2011

COMMITTEE: Finance

FROM: Michael DuCharme, Director of Finance

PURPOSE: To establish Police hireback rates for the period January 1 through December 31, 2012.

BACKGROUND: Each year the Village Board passes a resolution establishing hireback rates for Police personnel.

DISCUSSION: The attached schedule presents the hireback rates which are as follows:

Patrol Officers	\$ 88.58
Police Sergeants	\$103.73
Police Lieutenants	\$110.17

The hireback rates for organization having 501(c)(3) status are as follows:

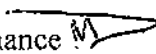
Patrol Officers	\$ 65.80
Police Sergeants	\$ 78.55
Police Lieutenants	\$ 83.97

RECOMMENDATION: Corporation Counsel is directed to draft a resolution showing hireback rates for the period January 1 through December 31, 2012.

VILLAGE OF HOFFMAN ESTATES
HIREBACK RATES
January 1, 2012 through December 31, 2012

	Annual Cost	Hourly Rate	Hireback Rate	IRS 501 (c)(3)
Patrol Officers				
Salary	89,926	43.23	64.85	64.85
Pension (18.57% of Salary)	16,699	8.03	8.03	-
Life insurance	54	0.03	0.03	-
Health Insurance	19,065	9.17	9.17	-
Uniforms	750	0.36	0.36	-
Medicare Tax (1.45% of Salary)	1,304	0.63	0.95	0.95
Workers' Compensation (charge divided by FTE's)	1,800	0.87	0.87	-
Administration (10% of Salary)	8,993	4.32	4.32	-
	<u>138,591</u>	<u>66.64</u>	<u>88.58</u>	<u>65.80</u>
Police Sergeants				
Salary	107,359	51.61	77.42	77.42
Pension (18.57% of Salary)	19,937	9.59	9.59	-
Life Insurance	65	0.03	0.03	-
Health Insurance	19,065	9.17	9.17	-
Uniforms	750	0.36	0.36	-
Medicare Tax (1.45% of Salary)	1,557	0.75	1.13	1.13
Workers' Compensation (charge divided by FTE's)	1,800	0.87	0.87	-
Administration (10% of Salary)	10,736	5.16	5.16	-
	<u>161,269</u>	<u>77.54</u>	<u>103.73</u>	<u>78.55</u>
Police Lieutenants				
Salary	114,769	55.18	82.77	82.77
Pension (18.57% of Salary)	21,313	10.25	10.25	-
Life Insurance	65	0.03	0.03	-
Health Insurance	19,065	9.17	9.17	-
Medicare Tax (1.45% of Salary)	1,664	0.80	1.20	1.20
Uniforms	750	0.36	0.36	-
Workers' Compensation (charge divided by FTE's)	1,800	0.87	0.87	-
Administration (10% of Salary)	11,477	5.52	5.52	-
	<u>170,903</u>	<u>82.18</u>	<u>110.17</u>	<u>83.97</u>

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: 2011 EDA Surplus Declaration
MEETING DATE: December 5, 2011
COMMITTEE: Finance Committee
FROM: Michael DuCharme, Director of Finance 

PURPOSE: To declare surplus funds within the Economic Development Area Special Tax Allocation Fund, and direct the Treasurer to remit said surplus funds to the appropriate taxing bodies.

BACKGROUND The Economic Development Agreement and EDA financing documents provide that a certain amount of incremental revenues be declared surplus each year and be distributed to the affected taxing districts

DISCUSSION The 2011 surplus amount representing the 2010 tax levy year, has been calculated to be \$5,357,786.84 and will be distributed as indicated in the following table. This represents a 5.0% increase from last year's surplus. This increase is primarily due to an increase in the incremental taxes coming from the Phase II properties. The governmental share percentage allocation of incremental property taxes for these Phase II parcels is currently at 30% and will remain at that percentage for the final two years of the EDA (TLY2011 and TLY2012).

Taxing District	Amount
School District 300	\$2,857,421.63
Barrington Public Library	\$123,650.01
Village of Hoffman Estates	\$721,814.24
Hoffman Estates Park District	\$340,409.35
Elgin Comm College Dist. 509	\$317,715.40
N.W. Mosquito Abatement	\$6,588.57
MWRD	\$200,585.30
Barrington Twp. Gen Asst.	\$732.06
Barrington Township	\$16,105.39
Cook County Forest Preserve	\$37,335.21
Cook County	\$309,662.70
School District U-46	\$420,578.90
Poplar Creek Library District	\$5,188.08
Total	\$5,357,786.84

RECOMMENDATION: Request authorization to declare \$5,357,786.84 as surplus funds within the EDA Special Tax Allocation Fund, and direct the Treasurer to remit said funds to the appropriate taxing districts.

ATTACHMENTS

VILLAGE OF HOFFMAN ESTATES
 EDA SURPLUS DECLARATION
 2010 TAX LEVY YEAR

Taxing District	Tax Code 10019			Tax Code 10071			Tax Code 10078			FY2010 Surplus
	Tax Rate	%	Surplus 657,980.88	Tax Rate	%	Surplus 4,601,495.85	Tax Rate	%	Surplus 98,310.11	
School District 300				4.407	60.84%	2,799,391.54	4.407	59.03%	58,030.09	2,857,421.63
Barrington Public Library	0.172	2.19%	14,393.07	0.172	2.37%	109,256.94				123,650.01
Village of Hoffman Est.	0.986	12.54%	82,509.11	0.986	13.61%	626,321.77	0.986	13.21%	12,983.36	721,814.24
Hoffman Est. Park District	0.465	5.91%	38,911.50	0.465	6.42%	295,374.87	0.465	6.23%	6,122.98	340,409.35
Elgin Comm College Dist. 509	0.434	5.52%	36,317.40	0.434	5.99%	275,683.21	0.434	5.81%	5,714.79	317,715.40
N.W. Mosquito Abatement	0.009	0.11%	753.13	0.009	0.12%	5,716.93	0.009	0.12%	118.51	6,588.57
MWRD	0.274	3.48%	22,928.50	0.274	3.78%	174,048.85	0.274	3.67%	3,607.95	200,585.30
Barrington Twp. Gen Asst.	0.001	0.01%	83.68	0.001	0.01%	635.21	0.001	0.01%	13.17	732.06
Barrington Twp.	0.022	0.28%	1,840.97	0.022	0.30%	13,974.73	0.022	0.29%	289.69	16,105.39
Cook County Forest Preserve	0.051	0.65%	4,267.71	0.051	0.70%	32,395.95	0.051	0.68%	671.55	37,335.21
Cook County	0.423	5.38%	35,396.91	0.423	5.84%	268,695.85	0.423	5.67%	5,569.94	309,662.70
Consolidated Elections	0.000	0.00%	-	0.000	0.00%	-	0.000	0.00%	-	0.00
School District U-46	5.026	63.92%	420,578.90							420,578.90
Poplar Creek Library District							0.394	5.28%	5,188.08	5,188.08
Total	7.8630	100.00%	657,980.88	7.244	100.00%	4,601,495.85	7.466	100.00%	98,310.11	5,357,786.84

**VILLAGE OF HOFFMAN ESTATES
2010 TAX LEVY - 2011 EDA SURPLUS DISTRIBUTION**

PIN #	Property	Tax Code	Agency #	TLY2010 EAV	Base EAV	Increase in EAV	TLY2010 Tax Rate	TLY2010 Total Tax	TLY2010 Incremental Tax	Surplus Rate	FY2011 Surplus Amt.
<i>PHASE I</i>											
01-31-201-003	Outparcel North	10071	0723-3	2,098,879	11,278	2,087,601	7.244	152,042.79	151,225.82		
01-31-202-002	Outparcel South	10071	0723-3	2,099,137	14,400	2,084,737	7.244	152,061.48	151,018.35		
01-32-100-004	Sears	10071	0723-3	174,134,819	14,400	174,120,419	7.244	12,614,326.29	12,613,283.15		
	Total - Phase I			178,332,835	40,078	178,292,757		12,918,430.56	12,915,527.32	Flat Amt.	1,346,892.00
<i>PHASE II</i>											
01-31-400-002	Tollway Authority	10019	0723-2	-	2,495	(2,495)	7.863	-	(196.18)		
01-31-400-004	Detention (Lot 15)	10019	0723-2	-	1,380	(1,380)	7.863	-	(108.51)		
01-31-400-005	Parcel 4	10019	0723-2	-	2,495	(2,495)	7.863	-	(196.18)		
01-31-400-013	Future Building D/E (south)	10019	0723-2	6,844	-	6,844	7.863	538.14	538.14		
01-31-400-017	Two Park Ctr (bldg. C) Parking south	10019	0723-2	688,684	-	688,684	7.863	54,151.22	54,151.22		
01-31-401-002	Waterpark Hotel	10019	0723-2	620,872	-	620,872	7.863	48,819.17	48,819.17		
01-32-302-003	CornEd	10019	0723-2	585,740	6,901	578,839	7.863	46,056.74	45,514.11		
01-32-302-012	Park Center West	10019	0723-2	-	26,584	(26,584)	7.863	-	(2,090.30)		
01-32-302-016	Columbine Blvd Swale	10019	0723-2	-	2,496	(2,496)	7.863	-	(196.26)		
01-32-302-020	Prairie Stone - Monument Sign	10019	0723-2	-	-	-	7.863	-	-		
01-32-302-021	Parcel 14, 14a, 15	10019	0723-2	-	1,548	(1,548)	7.863	-	(121.72)		
01-32-302-025	Two Park Ctr (bldg. C)	10019	0723-2	164,588	-	164,588	7.863	12,941.55	12,941.55		
01-32-302-026	Future Building A	10019	0723-2	501,534	-	501,534	7.863	39,435.62	39,435.62		
01-32-302-028	Village Green	10019	0723-2	Exempt	Exempt	Exempt	7.863	Exempt	Exempt		
01-32-302-037	Sears Centre Parking	10019	0723-2	3,063,083	-	3,063,083	7.863	240,850.22	240,850.22		
01-32-302-038	Sears Centre	10019	0723-2	21,868,364	-	21,868,364	7.863	1,719,509.46	1,719,509.46		
01-32-302-040	Neri - Parcel 16	10019	0723-2	14,385	-	14,385	7.863	1,131.09	1,131.09		
01-32-302-042	Cabela's	10019	0723-2	-	-	-	7.863	-	-		
01-32-302-043	Cabela's	10019	0723-2	60,555	-	60,555	7.863	4,761.44	4,761.44		
01-32-302-047	Jam/Prairie Centre	10019	0723-2	292,050	-	292,050	7.863	22,963.89	22,963.89		
01-32-302-049	UG Hoffman LP	10019	0723-2	9,379	-	9,379	7.863	737.47	737.47		
01-32-302-050	UG Hoffman LP	10019	0723-2	74,705	-	74,705	7.863	5,874.05	5,874.05		
01-32-400-009	Strip west of EJ&E	10019	0723-2	-	2,496	(2,496)	7.863	-	(196.26)		
06-03-100-013	Parcel 23 (Partial)	10019	0723-2	-	10,579	(10,579)	7.863	-	(831.83)		
06-04-200-022	Parcel 23 (Partial)	10019	0723-2	-	262	(262)	7.863	-	(20.60)		
01-31-400-003	Parcel 4	10071	0723-3	-	2,495	(2,495)	7.244	-	(180.74)		
01-31-400-009	Sears Corp	10071	0723-3	-	90,215	(90,215)	7.244	-	(6,535.17)		
01-31-400-011	Wooded Wetland	10071	0723-3	-	-	-	7.244	-	-		
01-31-400-012	Future Building D/E (north)	10071	0723-3	643,081	-	643,081	7.244	46,584.79	46,584.79		
01-31-400-014	G.E. (TransAmerica) Parking	10071	0723-3	1,813,759	-	1,813,759	7.244	131,388.70	131,388.70		
01-31-400-015	Future Parking Garage	10071	0723-3	608,728	-	608,728	7.244	44,096.26	44,096.26		
01-31-400-016	Two Park Ctr (bldg. C) Parking	10071	0723-3	697,095	-	697,095	7.244	50,497.56	50,497.56		
01-32-201-004	Givaudan Flavors Corp	10071	0723-3	5,496,807	2,496	5,494,311	7.244	398,188.70	398,007.89		
01-32-201-005	Central Wetland - NW	10071	0723-3	-	2,496	(2,496)	7.244	-	(180.81)		
01-32-201-006	KinderCare	10071	0723-3	1,361,240	2,495	1,358,745	7.244	98,608.23	98,427.49		
01-32-201-007	Park District Sports & Wellness Cente	10071	0723-3	Exempt	2,496	(2,496)	7.244	-	(180.81)		
01-32-201-008	Future Metra Station/Sedge	10071	0723-3	218,275	2,496	215,779	7.244	15,811.84	15,631.03		
01-32-202-001	Parcel 8	10071	0723-3	-	2,496	(2,496)	7.244	-	(180.81)		
01-32-202-002	Rexroth Building	10071	0723-3	4,263,989	2,496	4,261,493	7.244	308,883.36	308,702.55		


**VILLAGE OF HOFFMAN ESTATES
2010 TAX LEVY - 2011 EDA SURPLUS DISTRIBUTION**

PIN #	Property	Tax Code	Agency #	TLY2010 EAV	Base EAV	Increase in EAV	TLY2010 Tax Rate	TLY2010 Total Tax	TLY2010 Incremental Tax	Surplus Rate	FY2011 Surplus Amt.
01-32-202-003	Rexroth Detention	10071	0723-3	7,630	2,496	5,134	7.244	552.72	371.91		
01-32-202-004	American Honda (Globe Corp)	10071	0723-3	4,970,658	-	4,970,658	7.244	360,074.47	360,074.47		
01-32-202-006	I-Car	10071	0723-3	2,514,201	-	2,514,201	7.244	182,128.72	182,128.72		
01-32-202-007	Camelot School	10071	0723-3	1,889,474	-	1,889,474	7.244	136,873.50	136,873.50		
01-32-202-008	Parcel 8 - Vacant	10071	0723-3	400,204	-	400,204	7.244	28,990.78	28,990.78		
01-32-302-004	Ameritech	10071	0723-3	886,047	43,121	842,926	7.244	64,185.24	61,061.56		
01-32-302-005	Fire Station #4	10071	0723-3	Exempt	Exempt	Exempt	7.244	Exempt	Exempt		
01-32-302-006	NIU	10071	0723-3	Exempt	Exempt	Exempt	7.244	Exempt	Exempt		
01-32-302-009	Wetland	10071	0723-3	-	10,780	(10,780)	7.244	-	(780.90)		
01-32-302-014	Village Green	10071	0723-3	-	10,781	(10,781)	7.244	-	(780.98)		
01-32-302-023	G.E. (TransAmerica) (bldg. B)	10071	0723-3	15,983,784	10,781	15,973,003	7.244	1,157,865.31	1,157,084.34		
01-32-302-024	Two Park Ctr (bldg. C)	10071	0723-3	14,395,930	-	14,395,930	7.244	1,042,841.17	1,042,841.17		
01-32-302-027	Village Green	10071	0723-3	Exempt	Exempt	Exempt	7.244	Exempt	Exempt		
01-32-302-030	Pace Transpo Center	10071	0723-3	307,676	10,780	296,896	7.244	22,288.05	21,507.15		
01-32-302-033	5401/07 (Younan)	10071	0723-3	4,904,061	-	4,904,061	7.244	355,250.18	355,250.18		
01-32-302-034	Wetland/NIU Plaza/ConopCo Develop	10071	0723-3	-	2,496	(2,496)	7.244	-	(180.81)		
01-32-302-035	Landscape NE Corner along Pratum	10071	0723-3	33,802	-	33,802	7.244	2,448.62	2,448.62		
01-32-302-039	Sears Centre	10071	0723-3	24,727	-	24,727	7.244	1,791.22	1,791.22		
01-32-302-044	Prairie Stone Corp Ctr - 1 Story Bldg	10071	0723-3	805,606	-	805,606	7.244	58,358.10	58,358.10		
01-32-302-045	Prairie Stone Corp Ctr - 3 Story Bldg	10071	0723-3	3,163,812	-	3,163,812	7.244	229,186.54	229,186.54		
01-32-302-046	Wetland/NIU Plaza	10071	0723-3	554,885	-	554,885	7.244	40,195.87	40,195.87		
01-32-302-048	UG Hoffman LP	10071	0723-3	101,864	-	101,864	7.244	7,379.03	7,379.03		
01-32-400-004	Central Wetland - West	10071	0723-3	-	2,496	(2,496)	7.244	-	(180.81)		
01-32-400-010	Quest Expansion-Area 1	10071	0723-3	80,216	-	80,216	7.244	5,810.85	5,810.85		
01-32-400-013	Parcels 11,12	10071	0723-3	-	7,488	(7,488)	7.244	-	(542.43)		
01-32-400-015	Renishaw	10071	0723-3	3,056,615	2,496	3,054,119	7.244	221,421.19	221,240.38		
01-32-400-016	W-T Engineering	10071	0723-3	2,543,871	-	2,543,871	7.244	184,278.02	184,278.02		
01-32-400-017	Silesia Flavors	10071	0723-3	1,406,127	-	1,406,127	7.244	101,859.84	101,859.84		
01-32-400-018	Leopardo	10071	0723-3	5,221,385	-	5,221,385	7.244	378,237.13	378,237.13		
01-32-400-019	Rexroth Corporation (shared driveway)	10071	0723-3	1,429	-	1,429	7.244	103.52	103.52		
01-32-400-020	Parcel 16 - Rita Neri	10071	0723-3	478,236	-	478,236	7.244	34,643.42	34,643.42		
01-32-400-022	Cabela's	10071	0723-3	18,480,505	-	18,480,505	7.244	1,338,727.78	1,338,727.78		
01-32-400-023	Cabela's	10071	0723-3	-	-	-	7.244	-	-		
01-32-400-024	Cabela's Outlot	10071	0723-3	242,933	-	242,933	7.244	17,598.07	17,598.07		
01-32-400-025	UG Hoffman LP	10071	0723-3	200,564	-	200,564	7.244	14,528.86	14,528.86		
01-32-401-006	Central Wetland - East	10071	0723-3	-	9,310	(9,310)	7.244	-	(674.42)		
01-32-401-008	Serta	10071	0723-3	11,170,596	-	11,170,596	7.244	809,197.97	809,197.97		
01-32-401-009	Mary Kay	10071	0723-3	8,868,747	-	8,868,747	7.244	642,452.03	642,452.03		
01-32-403-001	McShane parcel 23 Detention	10071	0723-3	65,772	-	65,772	7.244	4,764.52	4,764.52		
01-33-102-002	VOHE well site	10071	0723-3	Exempt	Exempt	Exempt	7.244	Exempt	Exempt		
01-33-102-004	Vacant	10071	0723-3	1,093,831	-	1,093,831	7.244	79,237.12	79,237.12		
01-33-104-002	Amcol International	10071	0723-3	8,525,996	-	8,525,996	7.244	617,623.15	617,623.15		
01-33-104-004	Sears Corp	10071	0723-3	435,782	-	435,782	7.244	31,568.05	31,568.05		
01-33-104-005	JCL Bioassay USA	10071	0723-3	2,206,314	-	2,206,314	7.244	159,825.39	159,825.39		
01-33-300-004	Parcels 17 - 23 (Partial)	10071	0723-3	-	4,769,500	(4,769,500)	7.244	-	(345,502.58)		
01-33-300-005	Marriott	10071	0723-3	13,278,438	-	13,278,438	7.244	961,890.05	961,890.05		

**VILLAGE OF HOFFMAN ESTATES
2010 TAX LEVY - 2011 EDA SURPLUS DISTRIBUTION**

PIN #	Property	Tax Code	Agency #	TLY2010 EAV	Base EAV	Increase in EAV	TLY2010 Tax Rate	TLY2010 Total Tax	TLY2010 Incremental Tax	Surplus Rate	FY2011 Surplus Amt.
01-33-300-008	Liberty Mutual Bldg	10071	0723-3	7,036,590	-	7,036,590	7.244	509,730.58	509,730.58		
01-33-300-009	Sears Corp	10071	0723-3	560,050	-	560,050	7.244	40,570.02	40,570.02		
01-33-304-004	McShane	10071	0723-3	125,624	-	125,624	7.244	9,100.20	9,100.20		
01-33-304-005	Prairie Pointe LLC	10071	0723-3	319,437	-	319,437	7.244	23,140.02	23,140.02		
01-33-304-006	Prairie Pointe LLC	10071	0723-3	73,003	-	73,003	7.244	5,288.34	5,288.34		
01-33-304-007	Prairie Pointe LLC	10071	0723-3	391,789	-	391,789	7.244	28,381.20	28,381.20		
01-33-304-008	Prairie Pointe LLC	10071	0723-3	324,182	-	324,182	7.244	23,483.74	23,483.74		
01-33-304-009-1001	Prairie Pointe Medical Ctr	10071	0723-3	47,441	-	47,441	7.244	3,436.63	3,436.63		
01-33-304-009-1002	Prairie Pointe Medical Ctr	10071	0723-3	361,822	-	361,822	7.244	26,210.39	26,210.39		
01-33-304-009-1003	Prairie Pointe Medical Ctr	10071	0723-3	487,205	-	487,205	7.244	35,293.13	35,293.13		
01-33-304-009-1004	Prairie Pointe Medical Ctr	10071	0723-3	487,397	-	487,397	7.244	35,307.04	35,307.04		
01-33-304-009-1005	Prairie Pointe Medical Ctr	10071	0723-3	1,134,372	-	1,134,372	7.244	82,173.91	82,173.91		
01-33-303-006	Parcels 23 (Partial), 24	10078	0723-4	-	134,176	(134,176)	7.466	-	(10,017.58)		
01-33-303-008	Parcel 24	10078	0723-4	-	-	-	7.466	-	-		
01-33-303-009	Sports Authority	10078	0723-4	3,125,027	-	3,125,027	7.466	233,314.52	233,314.52		
01-33-303-010	Chipotle Bldg	10078	0723-4	1,075,681	-	1,075,681	7.466	80,310.34	80,310.34		
01-33-305-003	Prairie Pointe LLC	10078	0723-4	316,477	-	316,477	7.466	23,628.17	23,628.17		
01-33-305-004	Prairie Pointe LLC	10078	0723-4	6,227	-	6,227	7.466	464.91	464.91		
Total - Phase II				<u>187,227,799</u>	<u>5,184,118</u>	<u>182,043,681</u>		<u>13,745,839.12</u>	<u>13,369,649.46</u>	30%	<u>4,010,894.84</u>
Totals - Sears TIF				<u>365,560,634</u>	<u>5,224,196</u>	<u>360,336,438</u>		<u>26,664,269.68</u>	<u>26,285,176.78</u>		<u>5,357,786.84</u>

**COMMITTEE AGENDA ITEM
VILLAGE OF HOFFMAN ESTATES**

SUBJECT: New Banking Services Contract
MEETING DATE: December 5, 2011
COMMITTEE: Finance Committee
FROM: Michael DuCharme, Director of Finance 

PURPOSE: To enter into a contract for banking services.

BACKGROUND

The Village has been utilizing Charter National Bank & Trust for their banking services for many years. The services the Village has utilized include:

- Ten checking and savings accounts, including the main Village operating account and payroll account.
- Daily deposits of Village revenues.
- Credit card payment processing at the Finance front counter and Police Department.
- ACH processing for water bill remittances.
- Direct deposit processing for payrolls.
- Remote depositing – all water remittances are scanned in the Finance Department and an electronic version of the checks are sent to the bank. No physical checks for water payments are taken to the bank.

Charter has provided excellent customer service and for the most part has been able to keep up with technology. It should also be noted that Charter has charged the Village no bank fees for years, and only recently started charging the Village for remote depositing, a service that we just implemented within the last year or so. A few months ago, the Village Board instructed staff to send out a request for proposal (RFP) for banking services.

DISCUSSION

In October, 2011 the attached RFP was mailed out to all banks that have a local branch in Hoffman Estates. On the due date, we had a total of 6 banks submit proposals. One bank withdrew their proposal after submittal.

	<i>HE Community Bank</i>	<i>Chase</i>	<i>First American</i>	<i>Citibank</i>	<i>Harris</i>	<i>Charter One</i>
Total Cost of Primary Services	\$21,776	\$14,706	\$17,836	\$21,061	\$21,637	\$22,736
Earnings Credit Allowance	(\$18,345)	(\$6,360)	\$0	(\$10,192)	\$0	\$0
Net Fees	\$3,431	\$8,346	\$17,836	\$10,869	\$21,637	\$22,736

While reviewing the proposals, it was clear that all of the banks would be able to provide the Village with the basic services it needs. In terms of pricing, Hoffman Estates Community Bank (HECB) was at the top of the list due to the Earnings Credit Allowance (ECA) they were offering the Village. An ECA is similar to interest, but it is used to offset bank fees. Most banks offer an ECA of about .30% currently. However, HECB was proposing a 1% ECA. This, when factored into their pricing equation, lowered their total annual fees dramatically.

Staff conducted extensive research in terms of the services offered by HECB as well as reference checks. During this process, we found that we were not confident that HECB would be able to meet our needs. References were not of a similar size compared to the Village so it was hard to know if HECB would be able to handle the volume of transactions that would be coming from the Village. Their online banking system was sufficient, but did lack in some areas. Additionally, the accuracy rate of their remote depositing process was proposed at 75%, which was lower than the 90% being offered by the 2nd lowest proposing bank.

The second lowest net fee proposal comes from JPMorgan Chase Bank. It was clear that Chase stood above all of the other proposing banks in terms of being able to offer, not only the basic services the Village needs today, but also expanded services the Village could benefit from in the future. This, in addition to their longevity and reputation in the banking industry, is the ultimate reason they are being recommended by staff.

The branch the Village would be dealing with on a daily basis is located on Golf Road in the Village. Key banking staff that would be working on the implementation are located in their Chicago office. However, this was the case with all of the banks submitting proposals; the staff that would be working with the Village on the larger aspects of the implementation were never located in the local branch, so this was not a concern. With Chase, the Village would have one point of contact for any issue that arises. This was not the case with HECB, where we would contact different bank employees depending on the issue.

The Village of Hoffman Estates currently has a history with Chase and the bank representatives we would be working with. The Village credit cards used by management staff are through Chase. Chase performs ACH (Automated Clearing House) receiver services for the Village; when a resident pays their water bill through their own personal bank website, the Village is sent a physical check with no remittance stub. About \$125,000 of water bill payments come into the Village via this method each month. Since no stub is sent in, the payments cannot be processed through our remittance processor. A large amount of staff time would be required to look up each water billing account to make sure the payment was posted to the correct account. The ACH receiver services that Chase performs intercepts these payments from the individual banks before paper checks are cut, and the payments are remitted to the Village electronically and automatically uploaded into our financial and water billing systems daily.

This service alone has saved the Village a large amount of staff time processing these payments.

All of the submitted proposals have been placed in the Trustee Ante-room for the Committee's Review, and both the JPMorgan Chase Bank and the Hoffman Estates Community Bank's proposals have been attached to this Committee item, along with a summary ranking of all the proposals.

FINANCIAL IMPACT: Under the new agreement with Chase Bank, the Village will be paying approximately \$8,346 annually in bank fees, including the offsetting ECA. This amount is based on estimated levels of transactions with the bank and will fluctuate depending on the actual activity that takes place.

RECOMMENDATION: Request approval to enter into a three year agreement for banking services with JPMorgan Chase Bank, N.A. per the costs specified in their proposal dated October 28, 2011.

ATTACHMENTS

BANKING SERVICES PROPOSALS

SERVICE	ANNUAL VOLUME	ANNUAL COST					
		Chase	First American	HE Comm Bank	Citibank	Harris	Charter One
Depository Services:							
Account Maintenance (10)	120	900.00	0.00	1,440.00	2,400.00	1,200.00	1,800.00
Checks Cut	6,900	552.00	0.00	552.00	690.00	690.00	1,035.00
Deposit Slips Processed	364	273.00	0.00	182.00	72.80	273.00	364.00
Items Deposited	1,900	190.00	0.00	152.00	152.00	171.00	228.00
FDIC Assessment Fee	2,000,000	2,628.00	none	3,057.53	2,599.20	2,826.00	2,799.96
Wire Transfers, Incoming	84	420.00	840.00	672.00	588.00	630.00	630.00
Wire Transfers, Outgoing	120	600.00	1,200.00	960.00	960.00	750.00	840.00
Notification of Wires		0.00	0.00	0.00	168.00	0.00	300.00
Book Transfers	55	0.00	0.00	0.00	0.00	82.50	6.60
ACH, In	1050	52.50	0.00	84.00	126.00	157.50	105.00
ACH, Out	170	8.50	0.00	13.60	22.10	25.50	17.00
ACH Origination	36	360.00	5.76	180.00	7.20	36.00	3.60
ACH Returned	18	63.00	90.00	81.00	90.00	126.00	54.00
ACH Maintenance Fee			180.00	0.00	420.00	840.00	300.00
Notification of ACH			0.00	0.00	0.00	0.00	not offered
Stop Payments	10	50.00	200.00	100.00	125.00	100.00	50.00
Chargeback	70	350.00	350.00	315.00	350.00	280.00	210.00
Online Maintenance	12	720.00	1,200.00	720.00		1,810.50	1,020.00
Deposit/Image Archiving		219.00				769.44	600.00
Remote Deposit:							
Deposit Transmissions	253	0.00	0.00	126.50	50.60	189.75	253.00
Number of Transactions	144,000	7,200.00	12,690.00	11,520.00	11,520.00	10,080.00	11,520.00
File Storage/Viewing Capabilities	12	120.00	0.00	0.00	0.00	0.00	0.00
Maintenance	12	0.00	1,080.00	1,620.00	720.00	180.00	600.00
Licensing						420.00	
Cost w/o Earnings Credit		14,706.00	17,835.76	21,775.63	21,060.90	21,637.19	22,736.16
<i>Earnings Credit Allowance</i>		(6,360.00)		(18,345.24)	(10,191.78)		
Subtotal Cost		8,346.00	17,835.76	3,430.39	10,869.12	21,637.19	22,736.16
Credit Card Processing:							
Interchange/Assessment Rate		0.13%	0.20%	0.10%		0.20%	0.14%
Cost per Deposit		0.001	0.10	0.08			0.10
Batch Fee			0.10				0.02
Terminal (Optional) one time fee							475.00
Setup Fee						25.00	
Access and Maintenance Fees			119.40	120.00		33.00	
Total Credit Card Processing		489.83	1,367.40	831.00		808.00	1,435.60
Credit Card Recurrent Billing							
Web Development & File Integration (one time fee)							1,450.00
Custom Development per hour							125.00
VPS Gateway Fee per transaction							0.10
Web ASP Transaction Fee per transactions							0.35
Transaction Output File Fee per month							29.50
OTHER SELECTION CRITERIA							
Hoffman Estates Location		x	x	x	x	x	x
After Hour Drop Box		x	x	x	x	x	-
On-Site Safety Deposit box		x	-	x	x	x	-
Collateral		110%	110%	110%	110%	110%	105%
Same Day Wire Credit		x	x	x	x	x	no mention

BANKING SERVICES PROPOSALS

SERVICE	ANNUAL VOLUME	ANNUAL COST					
		Chase	First American	HE Comm Bank	Citibank	Harris	Charter One
ACH Vendors Payment System		x	x	x	x	x	x
Credit Card Automatic Debit		x	x	x	x	x	x
Bank Statement Availability Online	1 day		2-3 days	1 day	1 day	1 day	7 days
Bank Statement Availability Paper			5 days	5 days	10 days		10 days
Online Capabilities:							
Daily balance reporting		x	x	x	x	x	x
Detailed credit and debit postings		x	x	x	x	x	x
Internal account to account transfers		x	x	x	x	x	x
Recurring wire transfers and ACH payments		x	x	x	x	x	x
Reusable templates		x	x	x	x	x	x
ACH debit and credit type transactions		x	x	x	x	x	x
Stop payment orders		x	x	x	x	x	x
Minimum of 6 months of statements		x	15mn	x	x	x	x
Configure user accounts with multi-level security		x	x	x	x	x	x
References		x	x	x	only given if finalist		x
Other Relevant Information:							
Total Capital Ratio		15.30%	13.80%	13.50%	16.90%	13.45%	13.75%
ACH Origination advance scheduling		x	30days	x	14 days	30 days	3 days
Online Bank Statement Storage		7 yrs	on CD	18mn	up to 7yrs	up to 7yrs	no mention
Additional Recommended Services:							
Account Reconciliation					x	x	x
Positive Pay		x		x	x	x	x
ACH Positive Pay		x		x			x
ACH Debit Blocks & Filters		x	x	x	x		x
Lockbox Services				x	x		
Zero Balance Account Services					x		x
Health Savings Account							x
Bank Benefits for VOHE Employees		x					x
Monthly/Annual CD Rom			x				x
CD ROM Check Imaging				x			
Online Electronic Payment System				x			
Corporate Credit Cards		x	x				

Village of Hoffman Estates

Request for Proposal for Banking Services

October 2011

Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

I. INTRODUCTION

A. General Information

The Village of Hoffman Estates (the "Village"), Illinois invites commercial banking institutions (the "Bank") who possess the capability and expertise to provide depository and various other banking services for the Village, to submit proposals for the provision of those services according to the requirement set forth in this document. The Bank selected will provide these services with the highest level of quality at a competitive price.

B. Instructions

To be considered, three (3) paper copies of the proposal must be mailed or hand delivered in a sealed envelope to:

Michael DuCharme
Finance Director
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

All proposals must be received no later than 4:00pm on Friday, October 28, 2011. Facsimile or electronically transmitted proposals will not be accepted. The Bank accepts all risks of late delivery of mailed proposals, regardless of fault.

C. Contract Term

The Village will be entering into a three (3) year agreement with the Bank for the services outlined in this proposal, with the option for the Village to renew for an additional two (2) year period upon mutual agreement of terms with the Bank. Agreed upon fees will remain fixed for the first three years of the contract.

The contract may be terminated by either party by giving written notice to the other party no later than ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for six (6) calendar months. The Bank shall be entitled to just and equitable compensation for satisfactory work completed to the termination date, but under no circumstances will any damages be paid as a result of the termination of the contract.

D. Terms and Conditions

The Village reserves the right to reject any or all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Village and the firm selected.

The Village reserves the right to amend, cancel or reissue the RFP at any time. In the event of a material modification, notice will be published to all known proposers. If deemed necessary by the Village, proposers will be given an opportunity to modify their proposal in the specific areas that are affected by the modification based on a timeline identified by the Village.

The transaction amounts and volumes identified in this document are estimates based on prior information. The Village in no way guarantees these as minimum or maximum volumes. There is no expressed or implied obligation for the Village to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

E. Proposal Format

All Banks wishing to submit a proposal must submit the following documents:

- Title Page including proposal subject, bank name, the name, address, e-mail address and phone number of the contact person for the bank, and the date of the proposal
- Background information of the Bank, including full name and principal address, Hoffman Estates locations, basic information of the Bank as an institution and summary of experience with municipal clients
- A description of the organization and location of the relationship team that will be assigned to the Village
- Complete cost proposal listing all fees, see Proposal Form attached
- A listing of any exceptions within proposal
- A description of all online banking services included in the cost proposal
- A listing of any additional recommended services the Village may choose to implement in addition to the outlined required services
- Proposed implementation schedule
- Contact information for a minimum of three (3) relevant references for each of the required services, preferably municipal, in the Chicago Metropolitan area of similar size and services requested.

F. Oral Presentation

The Selection Committee may, at its discretion, request any or all Banks to make oral presentations. Such presentations will provide the Banks with an opportunity to answer any questions the Selection Committee may have on a Bank's proposal. Not all Banks may be asked to make such oral presentations.

II. EVALUATION OF PROPOSALS

A. Selection Committee

Proposals submitted will be reviewed by a Selection Committee, consisting of the Director of Finance, the Assistant Director of Finance and the Senior Accountant. Other parties within the Village may be consulted for input as it relates to their areas of responsibility or expertise.

B. Selection Criteria

The following criteria will be analyzed to determine which bank the Village will contract with. These criteria are not listed in order of importance.

- Capabilities of local Hoffman Estates branch
- Fees for service
- Online capabilities
- Customer service
- Safety and creditworthiness of Bank

C. Timeline of Review and Final Selection

The Selection Committee will make a recommendation to the Finance Committee and Village Board. The Finance Committee will review the recommendation and the final selection will remain the decision of the Village Board.

Request for Proposals Issued	October 4, 2011
Due Date for Proposals	October 28, 2011 at 4:00pm
Review of Proposals	October 31 through November 9, 2011
Finance Committee Reviews	November 14, 2011
Village Board Approves Contract	November 14, 2011
Selected Bank Notified	November 15, 2011

III. SCOPE OF SERVICES

A. General

The Village is seeking proposals for banking services of both core services and non-core ancillary services. The preferred arrangement would award a contract for all services to one Bank with a full service branch in Hoffman Estates that offers after hour drop box capabilities. Also, the local branch would need to have safety deposit boxes on-site for remote storage of Village backup data.

B. Collateralization of Account Balances

All Village funds on deposit in excess of FDIC insurance limits must be secured by some form of collateral, witnessed by a written agreement and held in the name of the Village at an independent third party institution. The amount of collateral provided will not be less than 110% of the fair value of the net amount of public funds being secured. The Village will accept the following assets as collateral:

- U.S. Government Securities
- Obligations of Agencies or Instrumentalities of the U.S. Government
- Obligations of any State of the United States, or any municipal or other political subdivision thereof that are rated "AA" or better by a nationally recognized rating service
- General Obligation Municipal Bonds rated "A" or better by a nationally recognized rating service

C. Accounts Included

The Village will have ten (10) separate accounts set up, including eight (8) checking accounts. The types of accounts will include the General Fund operating account, payroll and various other accounts. Five (5) of these accounts will be set up as interest bearing checking accounts. The Village will typically maintain a \$2,000,000 balance in the operating account, although this amount is not guaranteed by the Village.

D. Bank Statements

The Village will accept monthly bank statements in electronic form or paper form to be received within ten (10) business days after the last day of the month and will include copies of all cleared items.

E. Monthly Fees and Charges

The Village currently pays minimal fees. All charges for banking services shall be reported on a monthly account analysis statement along with an invoice and received in electronic form or paper form within ten (10) business days after the last day of the month. The Village will review the charges and process payment with an option to select automatic payment, if desired.

F. Automated Clearinghouse

The bank must be both a "sending" and "receiving" bank on the Automated Clearing House (ACH) network to accommodate a payroll direct deposit program and vendor payments, as well as other services. This service shall also include full account blocks and filters to safeguard the Village assets and information. The Village will also be exploring the possibility of implementing a system in which vendors will be paid via ACH, as well as allowing utility billing customers to charge their bill to their credit card on a monthly basis. Please provide the cost for these services.

G. Online Banking Services

The Village requires the Bank to provide comprehensive online banking services. These services shall have sufficient security features to ensure the protection of Village assets and information. Please provide a description of online services as well as security features in your proposal. At a minimum, the following online services will be required:

- Daily balance reporting
- Detailed credit and debit postings
- Initiation of internal account to account transfers
- Initiation of recurring wire transfers and ACH payments
- Ability to save recurring wire transfer instructions in reusable templates
- Initiation of ACH debit and credit type transactions
- Placement of stop payment orders
- Ability to view minimum of last six (6) months of statements

- Ability to configure user accounts with multi-level security

H. Transfers Between Accounts

On a regular basis, the Village will make transfers between the various accounts. All transfers will be done electronically via online banking services. In emergency situations, transfers may be initiated via the phone by authorized signers. Credit for any transfers between accounts will be given on the same day as the transfer is made.

I. Remote Deposit

The Village currently processes its utility bill remittance payments in-house. It is estimated that the Village processes between 12,000-13,000 checks per month. It is our preference that the Bank will be able to accept electronic files for deposit and the proposal should include the cost of each deposit and the per item charge, if applicable.

J. Credit Card Processing

The Village currently accepts Visa, MasterCard and Discover payments over-the-counter. The estimated annual volume is 4,200 transactions totaling \$375,000. There are a total of four (4) terminals at two (2) separate locations. Please include the cost of new equipment in your proposal, if applicable.

K. Safety Deposit Boxes

The Village will have three (3) safety deposit boxes with authorized signers.

IV. VILLAGE OF HOFFMAN ESTATES INFORMATION

A. Contact Persons

The Bank's principal contact with the Village of Hoffman Estates will be Rachel Musiala, Assistant Director of Finance, or a designated representative, who will coordinate the assistance to be provided by the Village. Contact information for key Finance Department staff is as follows:

Michael DuCharme

Director of Finance

847-843-4801

michael.ducharme@vohe.org

Rachel Musiala

Assistant Director of Finance

847-843-4802

rachel.musiala@vohe.org

Susan Tompkins

Senior Accountant

847-843-4803

susan.tompkins@vohe.org

B. Background Information

The Village of Hoffman Estates serves an area of 22.1 square miles with a population of 51,895 according to the 2010 Census. More than 99% of the Village is located in Cook County, with the remainder falling within Kane County. The Village is a home-rule municipality as defined by the Illinois Constitution. The Village operates under the council-manager form of government. The Village's fiscal year begins on January 1 and ends on December 31. The Village's annual budget for the 2011 fiscal year is \$107,866,662. The Village currently has 337 full-time and 15 part-time positions.

VILLAGE OF HOFFMAN ESTATES BANKING SERVICES PROPOSAL FORM

BANK: _____

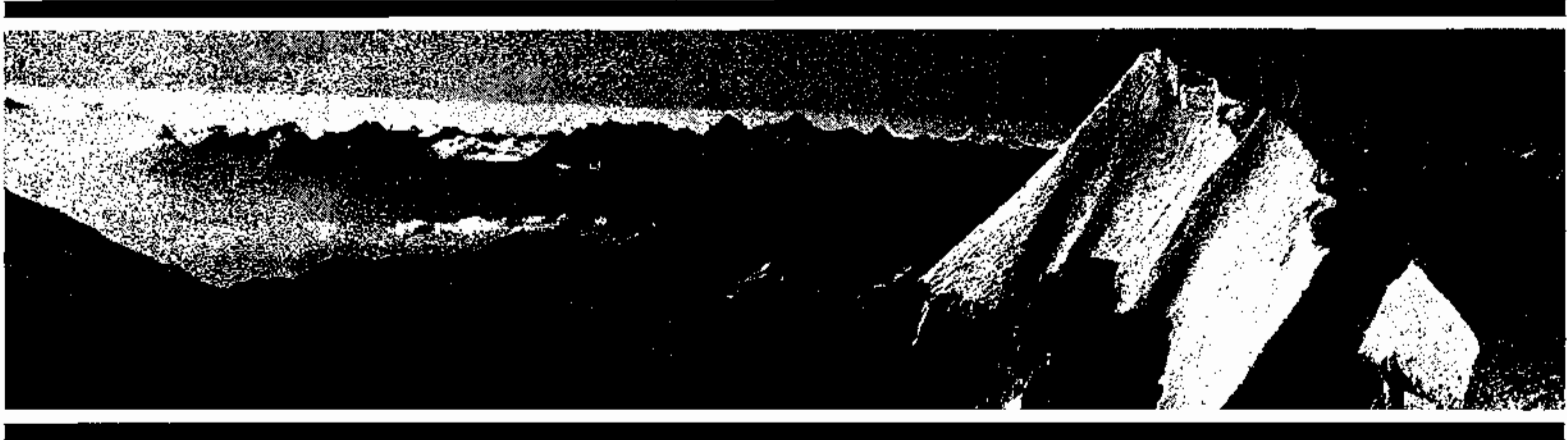
Bank Services	Estimated Annual Volume	Charge Per Item	Annual Service Charge
<i>Depository Services:</i>			
Account Maintenance (10 accounts)			
Checks Cut	6,900		
Deposit Slips Processed	364		
Items Deposited	1,900		
FDIC Assessment Fee (10 Accounts)			
Wire Transfers, Incoming	84		
Wire Transfers, Outgoing	120		
Notification of Wire (emails)			
Transfers between Accounts	55		
ACH, In	1,050		
ACH, Out	170		
ACH Origination	36		
ACH Returned	18		
Notification of ACH, Incoming (email)			
Stop Payments	10		
Chargeback	70		
Online Check/Deposit Archiving			
<i>Remote Deposit:</i>			
Deposit Transmissions	253		
Number of Transactions	144,000		
File Storage/Viewing Capabilities			
<i>Credit Card Processing:</i>			
Number of Transactions	4,200		
Amount of Transactions	\$375,000		
Average Amount per Transaction	\$89.29		
Cost per Deposit			
Interchange Rate			
Account Maintenance			
Equipment Fees			

Total Cost for Proposed Service

Average Monthly Cost (Total ÷ 12)



Integrity. Commitment. Performance.™



PMA Financial Network, Inc.
2135 CityGate Lane, 7th Floor
Naperville, IL 60563
info@pmanetwork.com
630.657.6400

THE PMA REPORT

A Prudent Man Analysis



PMA RATING SCALE

Rank 1 – “Superior”

Institutions rated “Superior” consistently report the best financial figures in the industry. Their capital ratios are high and problem loans are kept to a minimum. They also have a high interest spread and generate a healthy return on assets by keeping expenses under control. Excellent management characteristics are displayed in this category. Timely repayment of investments is extremely probable.

Rank 2 – “Above Average”

Institutions rated “Above Average” are strong institutions with solid capital ratios. Delinquent and past due loans are dealt with prudently and kept to modest levels. Low overhead and strong spreads are credited to strong management policies. Timely repayment of investments is highly probable, but the institution is somewhat more susceptible to adverse business conditions compared to higher rated institutions.

Rank 3 – “Average”

Institutions rated “Average” maintain capital levels in excess of federal requirements. Compared to the above classifications, these institutions generally display somewhat lower profitability and more problematic loans. Management has demonstrated capable skill in formulating and executing effective strategies. Timely repayment of investments is also highly probable, but adverse business conditions are more likely to have an adverse effect on the institution’s ability to meet financial obligations compared to higher rated institutions.

Rank 4 – “Below Average”

Institutions rated “Below Average” are experiencing financial difficulty. Some institutions may fall below federal capital requirements. Further, high levels of problem loans could jeopardize capital levels. High overhead and interest expense, problematic loans, and repossessed loans severely impair profitability. Management needs to reorganize plans and policies to improve future performance. The institution has speculative investment characteristics that result in greater uncertainties regarding the institution’s ability to meet financial obligations compared to higher rated institutions.

Rank 5 – “Poor”

Institutions rated “Poor” have the highest probability of failure. Capital ratios that are below federal minimum requirements are characteristic of these institutions. High levels of delinquent, nonperforming and repossessed loans have taken their toll in nearly all financial figures. Unless balance sheet improvements occur, these institutions will likely fail. The institution may be unable to meet future financial obligations and regulatory assistance may be necessary.

The PMA Rating Scale from strongest to weakest is: 1, 1-, 2+, 2, 2-, 3+, 3, 3-, 4, and 5

PRUDENT MAN ANALYSIS



Barrington Bank & Trust Company, National Association

INSTITUTION PROFILE

201 South Hough Street
Barrington, IL 60010
<http://www.barringtonbank.com/>

Branches	5
Established	12/19/96
FDIC Cert #	34395

PMA RATING
(see rating note)

2-

Analyst

GP

Officer's Name	Title
W. Bradley Stetson	CEO
Jim Weiler	CFO

AT-A- GLANCE SUMMARY

Total Asset Size: Large asset base

Asset Allocation: Mix of assets with a concentration in commercial & industrial loans

Capital Adequacy: Satisfactory capitalization exceeds regulators' minimum 'Well-Capitalized' level

Asset Quality: Near average asset quality

Profitability: Near average earnings are generated

Net Interest Income: Near average net interest income

States Of Operations (Branches)
IL(5)

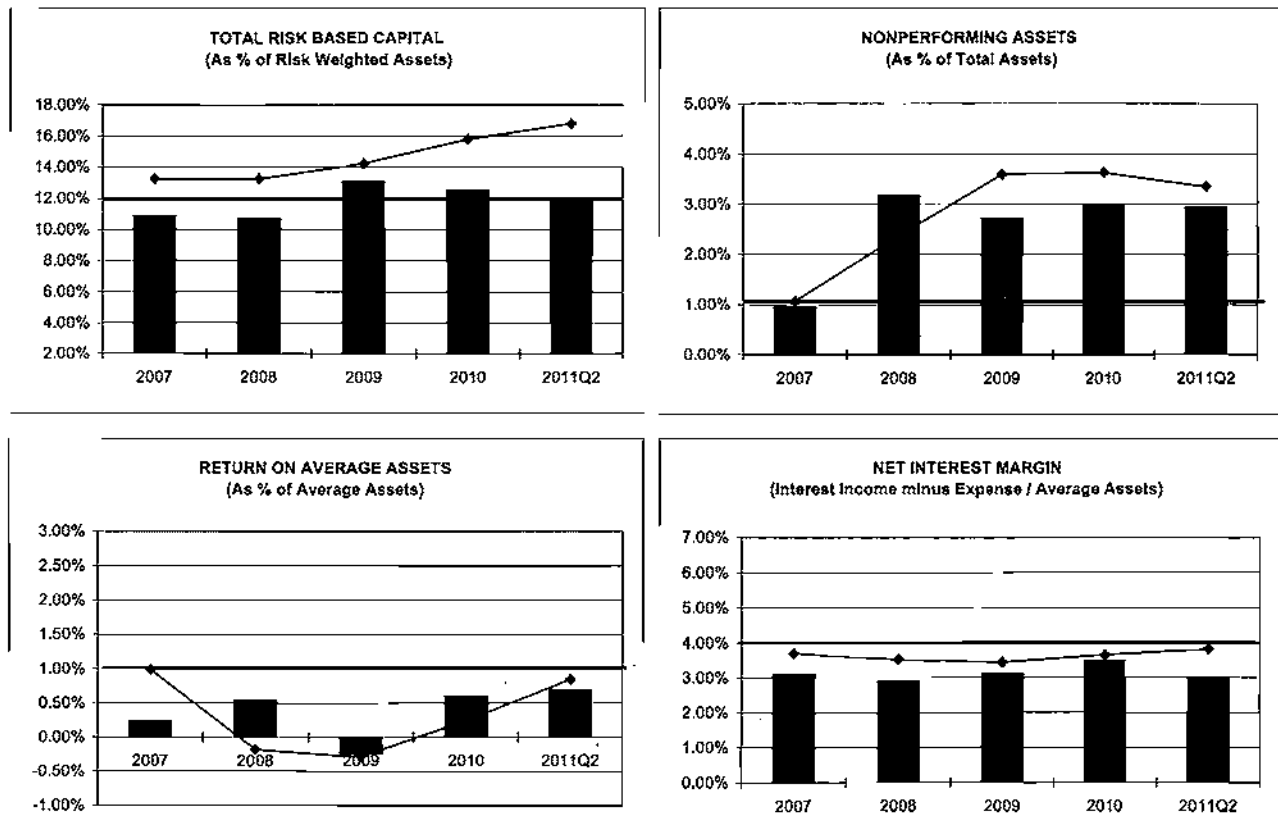
Credit Ratings	Rating	Watch
S&P LT Issuer Rating	NA	NA
Moodys LT Deposit Rating	NA	NA
Fitch LT Deposit Rating	NA	NA

HOLDING COMPANY

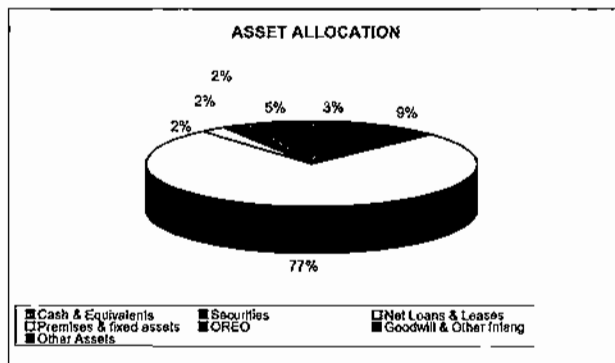
Wintrust Financial Corporation
727 North Bank Lane
Lake Forest, IL 60045

Assets	\$14,615,897
Ticker	WTFC

All Ratios are Year-To-Date

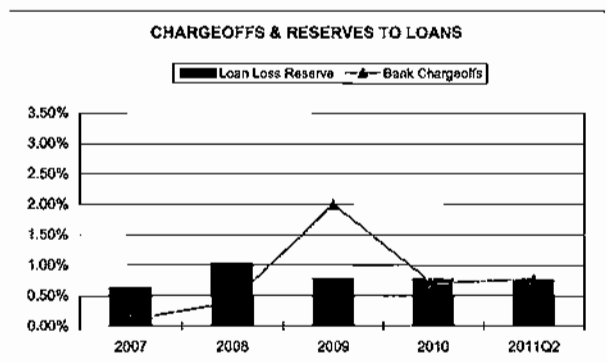
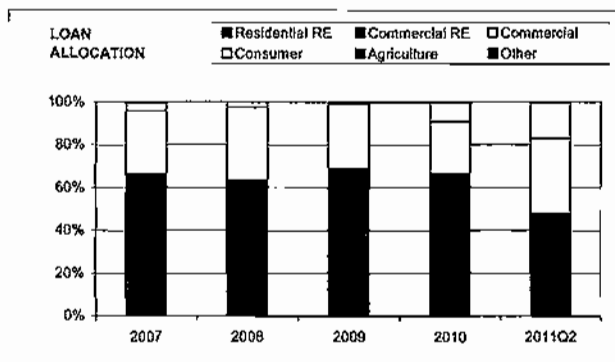


— Benchmark ← Peer Average



PROFITABILITY

	2011Q2	2011Q1	2010Q2
Interest Income	3.80%	3.85%	4.64%
Interest Expense	0.77%	0.78%	1.05%
Net Interest Income	3.03%	3.07%	3.59%
Provision For Loan Loss	0.38%	0.26%	0.81%
Noninterest Income	3.91%	3.21%	3.32%
Noninterest Expense	5.88%	5.76%	6.98%
Gain/ Loss of AFS Securities	0.01%	0.00%	0.02%
Income Taxes	0.26%	0.08%	-0.33%
Net Income (ROAA)	0.44%	0.19%	-0.53%



BANK RATIO ANALYSIS

Annualized Year-to-Date	2007Y	2008Y	2009Y	2010Q2	2010Q3	2010Q4	2011Q1	2011Q2
Total Assets (\$Million)	\$789	\$818	\$1,036	\$1,035	\$1,095	\$1,182	\$1,087	\$1,150
Core Capital	9.30%	8.56%	7.85%	8.92%	8.85%	9.14%	9.38%	9.60%
Tier 1 Capital / RWA	10.36%	9.17%	9.33%	10.45%	10.68%	11.36%	12.72%	11.07%
Total Risk Based Capital	10.93%	10.67%	13.10%	12.83%	12.91%	12.49%	13.59%	11.94%
Nonperforming Assets	0.95%	3.16%	2.71%	1.97%	2.24%	2.97%	3.24%	2.94%
Net Chargeoffs / Loans	0.10%	0.39%	2.00%	0.79%	0.66%	0.70%	0.85%	0.77%
Loan Loss Reserve / Loans	0.62%	1.01%	0.78%	0.89%	0.73%	0.76%	0.87%	0.75%
Net Interest Income	3.10%	2.92%	0.03	3.59%	3.49%	3.48%	3.07%	3.03%
Return on Average Assets (ROAA)	0.18%	0.34%	-0.14%	-0.53%	0.24%	0.37%	0.19%	0.44%

HOLDING COMPANY RATIO ANALYSIS

Annualized Year-to-Date	2007Y	2008Y	2009Y	2010Q2	2010Q3	2010Q4	2011Q1	2011Q2
Total Assets (\$Million)	\$9,369	\$10,658	\$12,216	\$13,709	\$14,100	\$13,968	\$14,094	\$14,616
Core Capital	7.68%	10.55%	9.28%	10.22%	9.87%	10.06%	10.30%	10.32%
Tier 1 Capital / RWA	8.74%	11.63%	11.00%	12.96%	12.35%	12.49%	12.74%	12.30%
Total Risk Based Capital	10.23%	13.07%	12.44%	14.32%	13.67%	13.79%	14.09%	13.53%
Nonperforming Assets	0.81%	1.58%	1.74%	1.69%	1.63%	2.54%	2.95%	2.80%
Net Chargeoffs / Loans	0.16%	0.51%	1.64%	1.38%	1.20%	1.13%	0.99%	1.00%
Loan Loss Reserve / Loans	0.73%	0.91%	1.13%	1.08%	1.09%	1.10%	1.19%	1.19%
Net Interest Income	2.77%	2.51%	2.73%	3.08%	3.03%	3.07%	3.13%	3.11%
Return on Average Assets (ROAA)	0.59%	0.21%	0.64%	0.45%	0.49%	0.47%	0.47%	0.40%

* Bold ratios may indicate stress. See glossary for definitions and additional information.



Rating Note:

The PMA Rating is based on bank data and external factors deemed relevant to the credit quality of an institution at the time of the analysis. The PMA Rating is a forward-looking opinion about an institution's overall financial capacity to achieve timely repayment of investments. In determining the health of an institution, consideration must be given to the strength of that institution's bank holding company and to other sources of support, which may include sovereign support. A relatively weaker bank holding company can adversely affect an institution's credit quality. Likewise, a stronger bank holding company can provide an additional source of strength to an institution.

Specific to this case,

Barrington Bank & Trust Company, NA (\$1.1 billion in assets) is one of fifteen bank subsidiaries of Wintrust Financial Corporation (\$14.6 billion in assets), a bank holding company. Barrington Bank & Trust Company qualifies for a PMA rating of 2-. Wintrust Financial Corporation is relatively stronger in credit quality when compared to Barrington Bank & Trust Company, NA and therefore Barrington Bank & Trust Company, NA rating reflects this additional source of strength.

Collateral Disclaimer:

Requirements for a perfected security interest in collateral pledged to a depositor are based on Section 1823(e) of the Federal Deposit Insurance Act and Articles 8 and 9 of the Uniform Commercial Code. All requirements from both of the above must be met to achieve a perfected security interest in pledged collateral. In all cases, PMA recommends that the public body consult its legal counsel to determine the validity of such agreement.

Information contained in this report has been taken from sources which PMA believes to be reliable. Nonetheless, it cannot be guaranteed to its accuracy or completeness and PMA is not responsible for any errors or omission resulting from the use of such information. PMA ratings and analyses are not to be construed as recommendations, inasmuch as they do not comment as to the suitability for a particular investor. The ratings and analyses are based on current information furnished to PMA. PMA does not perform an audit in connection with any ratings or analyses and may rely on unaudited financial information. The ratings provided may be changed, suspended, or withdrawn as a result of changes in the information obtained or under other circumstances. All views expressed accurately reflect PMA's views regarding the covered banks. No part of PMA's compensation was, is or will be, related to the specific ratings or views expressed in this report.

PRUDENT MAN ANALYSIS



JPMorgan Chase Bank, National Association

INSTITUTION PROFILE

1111 Polaris Parkway
Columbus, OH 43240
http://www.jpmorganchase.com

Branches 5,488
Established 1/1/1824
FDIC Cert # 628

PMA RATING 1
(see rating note)

Analyst GP

Officer's Name
James Dimon
Douglas L. Braunstein

Title
CEO
CFO

AT-A- GLANCE SUMMARY

Total Asset Size: *Second Largest Bank in the Nation*

Asset Allocation: *Well diversified balance sheet*

Capital Adequacy: *Total Risk Based Capital is slightly below average, though good*

Asset Quality: *Strong asset quality is attained*

Profitability: *Near average earnings are generated*

Net Interest Income: *Weak net interest income*

States Of Operations (Branches)

CA(883),NY(849),TX(668),IL(421),MI(308),AZ(299),OH(293),FL(275),NJ(240),WA(205),IN(190),LA(161),CO(120),OR(109),WI(77),GA(73),UT(69),KY(65),CT(51),NV(45),OK(33),WV(30),ID(22),DC(1),MA(1),PA(1)

Credit Ratings

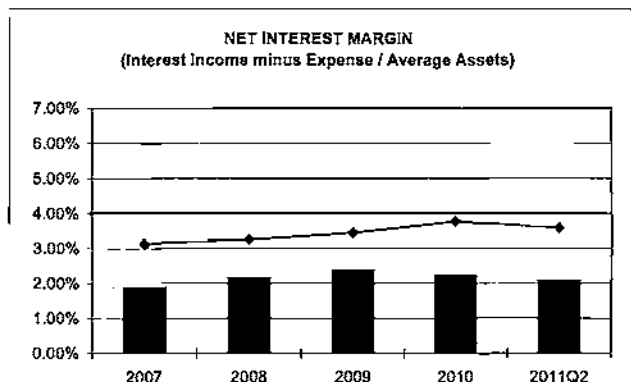
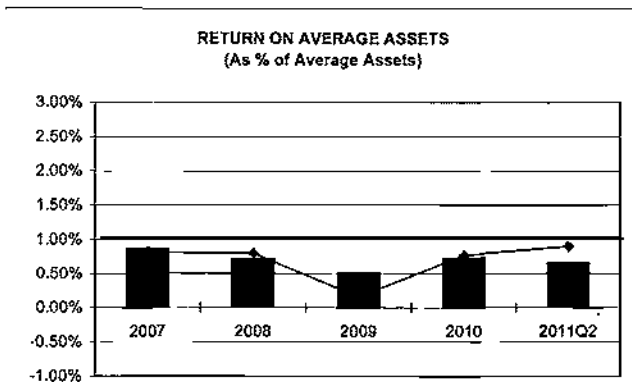
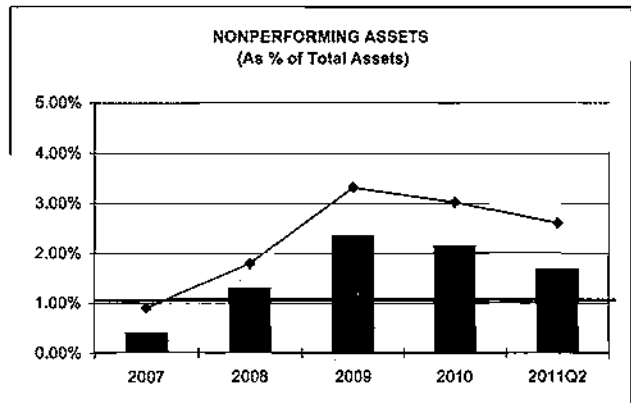
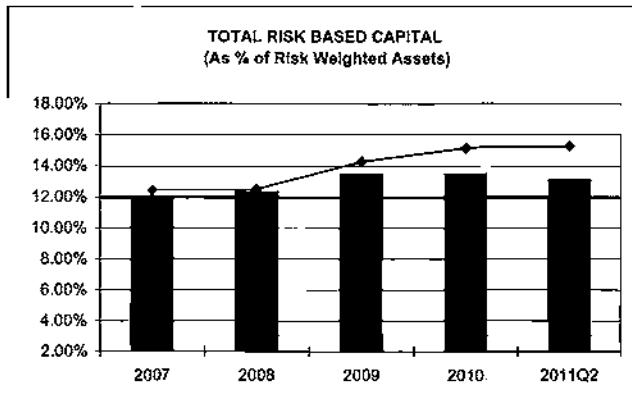
	Rating	Watch
S&P LT Issuer Rating	AA-	Outlook Stable
Moodys LT Deposit Rating	Aa1	Outlook Negative
Fitch LT Deposit Rating	AA	NA

HOLDING COMPANY

JPMorgan Chase & Co.
270 Park Avenue
New York, NY 10017

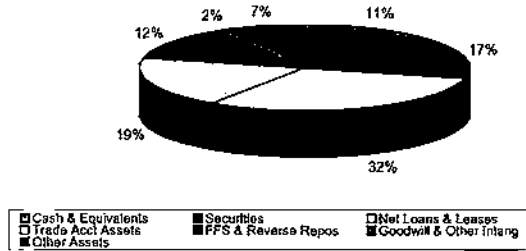
Assets \$2,246,764,000
Ticker JPM

All Ratios are Year-To-Date



— Benchmark ← Peer Average

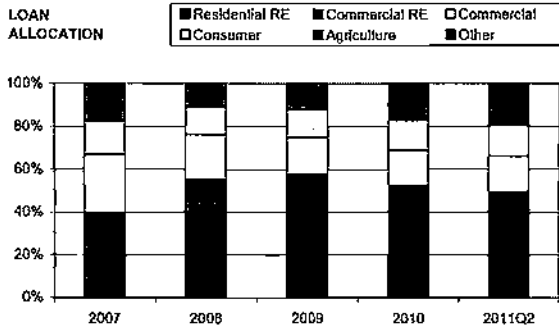
ASSET ALLOCATION



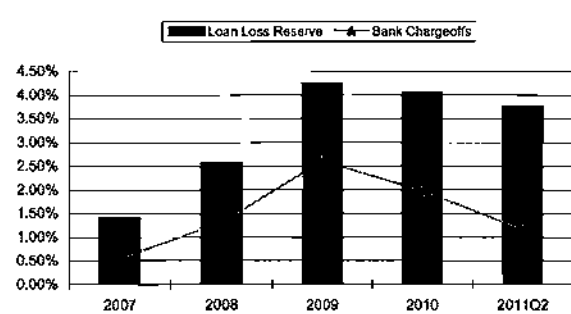
PROFITABILITY

	2011Q2	2011Q1	2010Q2
Interest Income	2.59%	2.58%	2.69%
Interest Expense	0.50%	0.48%	0.44%
Net Interest Income	2.09%	2.10%	2.25%
Provision For Loan Loss	0.27%	0.26%	0.59%
Noninterest Income	2.21%	2.14%	2.31%
Noninterest Expense	3.19%	3.10%	3.04%
Gain/ Loss of AFS Securities	0.11%	0.02%	0.20%
Income Taxes	0.28%	0.24%	0.32%
Net Income (ROAA)	0.66%	0.65%	0.82%

LOAN ALLOCATION



CHARGEOFFS & RESERVES TO LOANS



BANK RATIO ANALYSIS

Annualized Year-to-Date	2007Y	2008Y	2009Y	2010Q2	2010Q3	2010Q4	2011Q1	2011Q2
Total Assets (\$Million)	\$1,318,888	\$1,746,242	\$1,627,684	\$1,568,093	\$1,642,691	\$1,631,621	\$1,723,460	\$1,791,060
Core Capital	6.19%	5.87%	5.99%	6.09%	6.26%	6.69%	5.71%	5.49%
Tier 1 Capital / RWA	8.26%	8.62%	9.52%	10.50%	10.23%	9.50%	9.45%	9.32%
Total Risk Based Capital	11.82%	12.33%	13.50%	14.81%	14.27%	13.50%	13.42%	13.11%
Nonperforming Assets	0.40%	1.30%	2.36%	2.34%	2.19%	2.14%	1.91%	1.68%
Net Chargeoffs / Loans	0.55%	1.30%	2.61%	2.19%	1.98%	1.98%	1.24%	1.17%
Loan Loss Reserve / Loans	1.42%	2.58%	4.25%	4.02%	3.98%	4.05%	3.89%	3.76%
Net Interest Income	1.87%	2.17%	0.02	2.25%	2.25%	2.22%	2.10%	2.09%
Return on Average Assets (ROAA)	0.88%	0.71%	0.51%	0.82%	0.76%	0.73%	0.65%	0.66%

HOLDING COMPANY RATIO ANALYSIS

Annualized Year-to-Date	2007Y	2008Y	2009Y	2010Q2	2010Q3	2010Q4	2011Q1	2011Q2
Total Assets (\$Million)	\$1,562,147	\$2,175,052	\$2,031,989	\$2,014,019	\$2,141,595	\$2,117,605	\$2,198,161	\$2,246,764
Core Capital	6.02%	6.52%	6.88%	6.91%	7.06%	7.04%	7.21%	6.99%
Tier 1 Capital / RWA	8.44%	10.18%	11.10%	12.12%	11.91%	12.12%	12.35%	12.42%
Total Risk Based Capital	12.57%	13.81%	14.78%	15.76%	15.45%	15.51%	15.63%	15.68%
Nonperforming Assets	0.53%	1.33%	2.54%	2.59%	2.38%	2.37%	2.12%	1.91%
Net Chargeoffs / Loans	0.89%	1.63%	3.29%	3.70%	3.39%	3.25%	2.05%	1.88%
Loan Loss Reserve / Loans	1.66%	3.04%	4.86%	4.95%	4.76%	4.44%	4.10%	3.94%
Net Interest Income	1.83%	2.17%	2.54%	2.60%	2.56%	2.50%	2.28%	2.22%
Return on Average Assets (ROAA)	1.06%	0.31%	0.58%	0.80%	0.82%	0.85%	1.06%	1.02%

* Bold ratios may indicate stress. See glossary for definitions and additional information.



Rating Note:

The PMA Rating is based on bank data and external factors deemed relevant to the credit quality of an institution at the time of the analysis. The PMA Rating is a forward-looking opinion about an institution's overall financial capacity to achieve timely repayment of investments. In determining the health of an institution, consideration must be given to the strength of that institution's bank holding company and to other sources of support, which may include sovereign support. A relatively weaker bank holding company can adversely affect an institution's credit quality. Likewise, a stronger bank holding company can provide an additional source of strength to an institution.

Specific to this case,

JPMorgan Chase Bank, NA (\$1.7 trillion in assets) is one of five bank subsidiaries of JPMorgan Chase & Co (\$2.2 trillion in assets), a bank holding company. JPMorgan Chase Bank, NA qualifies for a PMA rating of 1. JPMorgan Chase & Co is relatively equal in strength when compared to JPMorgan Chase Bank, NA. Therefore, the level of support that may be provided by JPMorgan Chase & Co is commensurate with the PMA Rating.

Collateral Disclaimer:

Requirements for a perfected security interest in collateral pledged to a depositor are based on Section 1823(e) of the Federal Deposit Insurance Act and Articles 8 and 9 of the Uniform Commercial Code. All requirements from both of the above must be met to achieve a perfected security interest in pledged collateral. In all cases, PMA recommends that the public body consult its legal counsel to determine the validity of such agreement.

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OCTOBER 28, 2011

Proposal to Provide Banking Services to the Village of Hoffman Estates

JPMorgan Chase Bank, N.A.

CHASE

**Proposal from JPMorgan Chase Bank, N.A. to Provide
Banking Services to the Village of Hoffman Estates**

Proposal Subject	Banking Services
Bank Name	JPMorgan Chase Bank, N.A.
Contact Person	Susan Floetl, Banker Senior GNPH
Address	10 South Dearborn, Floor 36, Chicago, IL, 60603-2300
Email Address	susan.floetl@chase.com
Phone Number	312-732-6753

October 28, 2011



October 28, 2011

Michael DuCharme
Finance Director
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL. 60169

Dear Mike,

On behalf of JPMorgan Chase Bank, N.A., ("JPMorgan Chase") a federally chartered banking institution and FDIC member, we respectfully submit our response to the Village of Hoffman Estates Banking Services RFP. We are confident that you will find our response to be a complete, cost effective, and comprehensive set of solutions that are well positioned to serve the Village's banking requirements.

Government entities have unique needs when it comes to banking services — and Chase focuses on meeting the needs of the public sector. We provide products and solutions structured to meet government entities' specific needs. Many of our government clients have been with us for more than 30 years a testament to both the quality of our products and our wide range of services. Across the country, approximately 3,700 clients in the public sector use our treasury services.

JPMorgan Chase is able to offer the products and services we know are important to the Village. We clearly understand the role and responsibility associated with being awarded the Village's banking services contract and our proposal demonstrates that we offer an optimum level of banking services at a competitive price.

We believe the following points to be of key importance to the Village in considering our response:

Competitive Banking Service Cost-With our wide range of treasury services, we can provide the Village with competitive pricing such as:

- Discounted Service Fees
- Check Scanner at no cost
- Upgraded card program- Enhanced rebate from first dollar spent



Comprehensive Solution-By selecting JPMorgan Chase, the Village will partner with a banking services provider that offers a range of services created specifically to enable you to maximize efficiencies that will help you provide more value to your constituents.

- Streamlining cash management through receivable and payment solutions, such as check/coupon scanning for utility payments.
- Provide credit for capital improvement and leasing.

Customer Service-With Chase, the Village will have a dedicated relationship team.

- Assigned customer service representative with backup of 9 other service team members
- After hours customer service center
- Relationship Team together have over 70 years of banking experience

Bank Profile-JPMorgan Chase & Co. (JPMorgan Chase) is a leading global financial services firm with assets of \$2.01 trillion and operations in more than 60 countries.

- Basel I Tier 1 Common of \$120B, or 9.9%
- Estimated Basel III Tier 1 Common of 7.7%
- Over 200 years we have demonstrated a commitment to government banking in the U.S.

We welcome the opportunity to expand our partnership with the Village to provide the financial solutions outlined in this proposal.

Sincerely,

Susan Floetl
Sr. Vice President
Chase Government Banking
10 S Dearborn 36th Floor
IL1-1228
Chicago, IL 60603
(312) 732-6753
Susan.floetl@chase.com

Disclosure Statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the "Agency") in order to assist the Agency in evaluating certain products or services that may be provided by J.P. Morgan.

J.P. Morgan is a marketing name for the Investment Banking, Asset Management and Treasury & Securities Services businesses as well as the Commercial Banking, Mid-Corporate and Real Estate client segments of JPMorgan Chase & Co. and its subsidiaries worldwide. Securities, syndicated loan arranging, financial advisory and other investment banking activities are performed by J.P. Morgan Securities Inc. and its securities affiliates. Lending, derivatives and other commercial banking activities are performed by JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank") and its banking affiliates. J.P. Morgan deal team members may be employees of any of the foregoing entities.

All cash management arrangements, including pool implementations, are subject to the satisfaction of legal, tax, and credit due diligence. The Agency will be required to sign an agreement with J.P. Morgan. J.P. Morgan does not provide advice on the fiscal issues related to treasury structures and recommends that the Agency consult with its legal and tax advisors prior to entering into any pooling arrangement. The Agency is responsible for its own independent assessment as to the suitability and appropriateness of the services hereunder for the needs and requirements of its business.

J.P. Morgan is licensed under U.S. Pat Nos. 5,910,988 and 6,032,137.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Agency and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements.

This document may contain information that is confidential and/or proprietary to JPMorgan Chase & Co. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by JPMorgan Chase Bank, N.A..

The following is required pursuant to regulations adopted under Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001:

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

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J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.



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- Appendix 1. Cost Proposal**
- Appendix 2. Credit Card Processing Information**
- Appendix 3. Sample Implementation Plan**
- Appendix 4. Sample Service Terms and Agreements**
- Appendix 5. Sample Collateral Documents**
- Appendix 6. J.P. Morgan ACCESS Sample Reports**
- Appendix 7. IDD Coupon Specifications**



Background Information of Bank

Background information of the Bank, including full name and principal address, Hoffman Estates locations, basic information of the Bank as an institution and summary of experience with municipal clients

Full Name(s)	
Holding Company	JPMorgan Chase & Co.
Bank	JPMorgan Chase Bank, N.A.
Address(es)	
Holding Company	270 Park Avenue, New York, NY 10017
Bank	1111 Polaris Parkway, Columbus, OH 42340
Hoffman Estates Location	
Full Service Chase Branch	2555 W Golf Road Hoffman Estates, IL 60194

Basic Information

JPMorgan Chase & Co. (JPMorgan Chase) is a leading global financial services firm with assets of more than US \$2.2 trillion. The firm is a leader in investment banking, financial services for consumers and businesses, financial transaction processing, asset and wealth management, and private equity. A component of the Dow Jones industrial average, JPMorgan Chase & Co. has its corporate headquarters in New York and its U.S. retail financial services and commercial banking headquarters in Chicago. Under the J.P. Morgan and Chase brands, the firm serves millions of consumers in the United States and many of the world's most prominent corporate, institutional and government clients. Information about the firm is available on the Internet at www.jpmorganchase.com.

Our leadership position is illustrated by our number one ranking in the following areas: ACH items originated, same-day transfers, information reporting, CHIPS and Fedwire. We have one of the most expansive global footprints of any U.S. bank, with offices in 23 states and more than 60 countries, and the world's most extensive correspondent banking network.

As of September 30, 2011, JPMorgan Chase & Co. has:

- More than 256,663 full-time employees worldwide
- Market capitalization of US \$114 billion
- Deposits of US \$1.1 trillion
- Loans of more than \$692.8 billion
- Total stockholder equity of US \$182.3 billion
- Tier 1 capital and total capital ratios of 12.1% and 15.3%, respectively (estimated)

Experience with Municipal Clients

Our National Public Sector practice represents the largest industry segment of our Commercial Banking line of business, supporting more than 3,700 public sector clients at the Federal, State, and municipal levels.

The public sector is a key industry segment in which Chase continues to invest and enjoy ongoing growth, maintaining dedicated public sector teams in 23 states (including Illinois).

Chase presence in Hoffman Estates	
<ul style="list-style-type: none"> ▪ 2 Branches, 7 ATMS, and 26 employees ▪ 130 Chase employees reside in Hoffman Estates ▪ Over 27,000 consumer Clients ▪ Nearly 1,600 Small Business Clients 	
Chase presence in Illinois	
Employees	
<ul style="list-style-type: none"> ▪ We employ over 16,000 people working at over 140 cities in Illinois 	
Corporate Responsibility	
<ul style="list-style-type: none"> ▪ Contributed more than \$20 million to Illinois charities in 2010 ▪ Paid more than \$1.5 billion in wages and benefits to Illinois employees in 2010 ▪ Remitted more than \$36 million in state and local withholding tax in 2010 ▪ Paid more than \$69 million in state and local taxes in 2010 	
Chase Clients	
<ul style="list-style-type: none"> ▪ Raised more than \$5.4 billion in financing for local governments and non-profit organizations in 2010 ▪ Extended more than 936,000 new loans and lines of credit in 2010 	
Community Development	
<ul style="list-style-type: none"> ▪ Originated more than 59,500 mortgage loans totaling \$14.5 billion, of which 29% were made to low- or moderate-income borrowers or for homes located in low- or moderate-income communities, in 2010 ▪ Provided over \$236 million in community development loans and investments in 2010 ▪ originated more than 32,700 small business loans totaling \$641 million, of which 11% were made to businesses located in low- or moderate-income communities, in 2010 	

Merchant Services

Chase Paymentech, a subsidiary of JPMorgan Chase (JPMC), is a leading provider of payment processing and merchant acquiring. The company's proprietary platforms enable integrated solutions for all payment types, including credit, debit, prepaid stored value, electronic check processing and alternative payment options.

Chase Paymentech has uniquely combined proven payment technology with a long legacy of merchant advocacy that creates quantifiable value for companies large and small.

- In 2010, Chase Paymentech processed more than 20.5 billion transactions with a value exceeding \$469.3 billion.
- For the sixth consecutive year, Chase Paymentech ranks as the number one Payments Processor category according to Internet Retailer's Top 500 Guide.
- Chase Paymentech authorizes transactions in more than 130 currencies

- Including many of the top brands, Chase Paymentech's customer base includes 222,500 merchants in 442,500 locations

Chase Paymentech has approximately 2,530 employees and operates a portfolio of proprietary payment platforms, products and services. The company's executive team consists of professionals with an average of more than 20 years experience in the industry. In addition, our employees participate in and influence the payments industry through representation on the boards of the primary payment brands and networks. We also host an independent Merchant Advisory Group to advance and evolve the interest of our clients.

Additional information is available at www.chasepaymentech.com.

Conclusion

We understand the needs of government clients and, as a leader in treasury services in terms of volume and performance, we have the knowledge and experience that is necessary to provide outstanding services for the Village of Hoffman Estates.





Relationship Team

A description of the organization and location of the relationship team that will be assigned to the Village

Chase's Illinois Government and Not-For-Profit team is a group of eight relationships managers (Susan Floetl), thirteen client service professionals (Helen Okolita), and five credit underwriters and a division manager (Rosemary Mauck). From this group Susan Floetl, Rosemary Mauck and Helen Okolita will specifically work with the Village.

The Village of Hoffman Estates will be supported by a local relationship team, comprised of experienced professionals committed to understanding your business, attentively listening to valuable feedback and proactively providing targeted ideas to energize your treasury operations.

Relationship Management

Susan Floetl is the Village's dedicated Relationship Manager and Banker. Susan will assist in maintaining the most efficient account structure and communicate any relevant enhancements to our products and/or services.

Relationship Manager	
Name, Title	Susan Floetl, Senior Vice President
Office Address	10 South Dearborn Street, Fl 36, Chicago, IL 60603
Phone	312-732-6753
Fax	312-732-7005
E-mail	Susan.floetl@chase.com
<p>Susan is a Senior Vice President in Chase's Government Group. She has been with the bank for 36 years. She has experience working with various types of local government. Susan is a member of the Illinois Government Finance Officers Association and has been a presenter at various conference's on many treasury subjects.</p>	

Rosemary Mauck is the Division Manager for the local Chicago government group and is also available to work with the Village. Both Susan and Rosemary have the authority to make decisions locally for any issues that involve the Village.

Division Manager	
Name, Title	Rosemary Mauck, Senior Vice President
Office Address	10 South Dearborn Street, Fl 36, Chicago, IL 60603
Phone	312-732-6930
Fax	312-732-7005
E-mail	rosemary.mauck@chase.com
<p>Rosemary Mauck is the Division Manager of the Government and Not-for-Profit commercial banking team for the State of Illinois, Iowa, Missouri, and Minnesota. The group's focus is providing financial services for State and Local Public Sector institutions and agencies, as well as public and private organizations in all levels of education, social service, and associations and arts and cultural institutions.</p> <p>Rosemary has 20 years of experience with Chase Bank and is a member of Chase Bank's National Council for the Public Sector and has served as the Chair of Chase's National Council on Higher Education. In addition to various other not-for-profit boards, currently Rosemary is on the board of the Reba Early Learning Center.</p>	



Client Service

Our commitment to service is an integral part of everything we do and one of the many reasons clients choose Chase for their Treasury Service needs.

The Village of Hoffman Estates will be supported, on a daily basis, by our dedicated client service group. Client Service Professional (CSP), Helen Okolita will maintain daily service responsibility, serving as your primary contact for customer service inquiries.

Your Client Service Professional (CSP) – A single point of contact for all inquiries, all the time.

Client Service Professional, Senior	
Name, Title	Helen Okolita
Office Address	10 South Dearborn Street, Fl 36, Chicago, IL 60603
Phone	312-732-6904
Fax	312-386-7649
E-mail	helen.okolita@chase.com

Helen Okolita is your dedicated Client Service Professional with the GNPH - IL Middle Market group, located in Chicago. Helen Has nearly 31 years of experience with Chase Bank, including 17 years in various operational areas and six (6) years as a Client Service Professional for Commercial Middle Market Banking. She's been a CSP for the Government Not-for-Profit Healthcare (GNPH) division for the last seven (7) years.

Helen is qualified to provide a host of client service functions, including but not limited to:

- Acting as a point of escalation and advocating on your behalf to resolve issues or inquiries that arise
- Working with you to streamline/maximize your cash management function
- Providing service support that aligns with your treasury operating model, performing analysis of your activity and identifying solutions for your needs
- Assisting you in navigating the bank and informing you about our support channels, products and services
- Proactively alerting you to changes and addressing issues before they become problems
- Providing account and cross-product support

Chase uses a cross-product support approach to customer service. If your CSP is unable to resolve issues at the initial point of contact, she will engage the appropriate Chase department(s) on your behalf. Helen will consult with product and operations experts, as needed, to deliver appropriate and timely resolutions with respect to the Village's requests, while our Operations experts are responsible for managing research functions for investigation requests.

Client Service Professionals have the authority to engage all levels of management and escalate within the Client Service organization, across Chase departments up to the Chief Executive Officer. For each service provided, Client Service has a detailed matrix of contacts and escalation procedures to expedite resolution. These procedures also include internal service standards to ensure that other Chase groups are providing timely responses. In addition, Client Service regularly communicates with your relationship sales officer and relationship manager to ensure that all parties supporting the Village remain aware of your Chase banking relationship activity.

Cost Proposal

Complete cost proposal listing all fees, see Proposal Form attached

Please refer to Appendix 1- Cost Proposal.



Exceptions

A listing of any exceptions within proposal

Chase is electing not to take exception to any provisions outlined in the RFP.

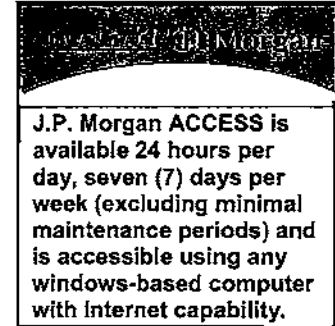
Online Banking Services

A description of all online banking services included in the cost proposal

Use our automated J.P. Morgan ACCESS system to view account information, online. A user-friendly and comprehensive web-based system, J.P. Morgan ACCESS is a robust information-reporting and transaction initiation tool.

The Village of Hoffman Estates will maintain daily, online visibility to all of the Village's Chase and non-Chase accounts, globally through a single consistent portal.

J.P. Morgan ACCESS integrates balance and transaction information delivery, transaction initiation services (wire & ACH, Global ACH/EFT), controlled disbursement, investment and inquiry management tools in a seamless environment.



J.P. Morgan ACCESS combines powerful web-based cash management tools to provide a secure, reliable single point of access to a wide range of financial transactions.

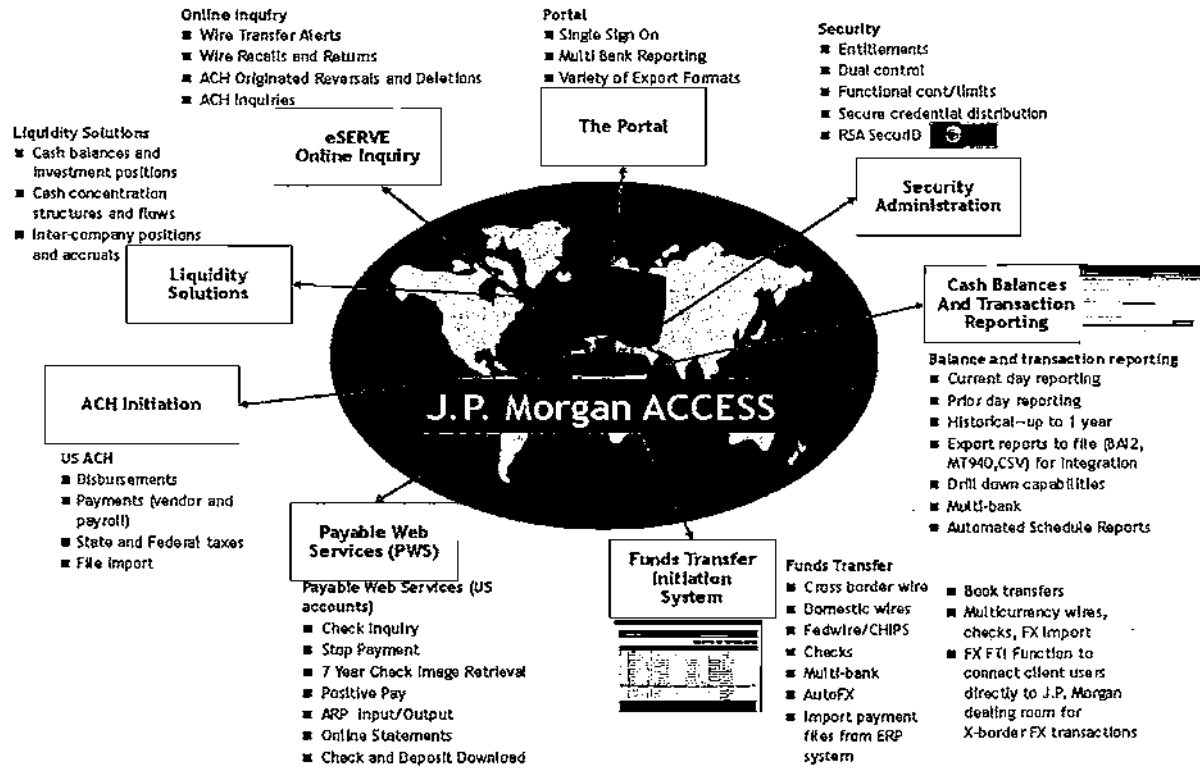


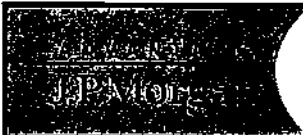
Figure 1

J.P. Morgan ACCESS Modules

- Cash Balances and Transactions Reporting** — Access accurate and complete information about Village accounts in every part of the world. Reporting includes balances and transactions for both current and prior day. The Village will also be able to export data for integration with decision tools and employ numerous filtering parameters and saved report templates allowing you to customize and schedule reports as needed.

- **Funds Transfer Initiation (FTI)** — Initiate and send wire transfers across the country and around the world. FTI includes multibank, multicurrency, freeform and repetitive lines, as well as file import features.
- **Account Transfer (AT)**—Transfer funds interstate between your Chase bank accounts in real time via the Internet.
- **Automated Clearing House (ACH) Initiation** — Create, store and send payment and collection information quickly and securely including IAT and CTX, as well as updated and compliant federal and state tax templates.
- **Payables Web Services (PWS)** — Simplify daily disbursement activities by executing and monitoring your check transactions around the clock via the Internet. PWS includes services such as inquiry on status of paid items, online stop-payments, check and deposit image archive, Positive Pay, check printing and data download capability.
- **eServe** — Utilize a self-service, Internet-based management tool that provides clients with an integral way of servicing, make inquiries, track issues and get reporting information on their Chase Global Clearing and/or USD ACH Origination transactions.
- **Inquiry and Customer Service** — Manage a wide range of electronic transactions and communications in a secure environment.

To view the features and functionality of J.P. Morgan ACCESS, access an online tour via the Internet at www.jpmorgan.com/visit/accesstour.



According to Ernst & Young (2010)
J.P. Morgan ACCESS earned #1 Information Reporting rankings for:

- Total Accounts
- Internet Accessed Accounts

Additional Services

A listing of any additional recommended services the Village may choose to implement in addition to the outlined required services

Chase is pleased to present additional services for review and consideration by the Village. These services are proposed to augment and complement the requirements included in the RFP. Each of these services is incremental to the solutions presented in the body of our response.

The following value added services and products are detailed below:

1. **Chase At Work** - An employee banking program designed to help Clients, similar to the Village, streamline payroll management, while offering employees added conveniences.
2. **Positive Pay** - Review digital images of exception items and instruct Chase to pay or return each item from a single screen.

Chase At Work

Chase At Work is a powerful program that offers great discounts to checking customers, makes banking convenient for your employees, and helps promote payroll direct deposit – all at no cost to your organization. We offer these services through on-site banking events conducted by Chase professionals at the Village. Chase Exclusives® offers you and your employees better rates, more rewards and bigger discounts in one convenient banking package just for being a Chase customer.

Benefits to Village of Hoffman Estates

- No additional cost to the Village
- Delivered at the workplace for the convenience of your employees
- Helps decrease your payroll costs by increasing employee participation in direct deposit

Benefits to Village of Hoffman Estates Employees

- Chase Exclusives offers better rates, more rewards and bigger discounts in one convenient banking package for Chase checking customers
- Bring Personal Bankers to the Village to save employees time and assist them in establishing a relationship with Chase
- Access to direct deposit, which allows your employees to receive their pay faster, safer and cheaper than payroll checks

Delivering the Program

1. *Work with Your Account Representative*

Village of Hoffman Estates will have a dedicated National Account Representative ("NAR") assigned as a single point of contact for the program. While meeting with your NAR, you can discuss the best ways to roll out the program and schedule on-site events for your employees. Your NAR will work with you to arrange events, ensure they go smoothly, and provide feedback.

2. *Schedule and Conduct On-Site Presentations*

Delivering the Chase At Work program begins with on-site visits

- These visits can take three forms, tailored and scheduled to meet your needs
 - Staff meetings
 - New hire orientations
 - Table top presentations in high-traffic areas

- We partner with you to plan a calendar of events that meets the needs of your organization and employees
- Before the on-site we will provide all of the communications to promote the event
 - Posters, flyers, customized emails and other media
- During the on-site we will
 - Talk with your employees about the discounts Chase offers when they become a Chase checking customer
 - Address any questions or concerns they may have
 - Provide access to a Personal Banker to establish a relationship with Chase
- After the on-site we will
 - Return the direct deposit forms to Human Resources or Payroll
 - Provide you with direct feedback on the success of each on-site event

3. *Launch a Customized Web Site (optional)*

To complement on-site visits, Chase can provide a customized Web site for your employees. Features include:

- Product information and other highlights of the program
- Ability for employees to sign up for accounts online
- Site is offered free of charge, and can be co-branded with your logo

To visit a sample site, please go to www.chaseatwork.com, and type in 'demo' as the Employer Name

Employee Offer

Checking Accounts

Chase has a broad range of checking account options to meet the diverse needs of your employees. There's a Chase checking account that's right for each of your employees, from basic checking to premier relationship accounts.

A Chase banker will work with each of your employees to identify the relationship that best fits their individual financial needs.

Chase Total Checking accounts offer these convenient features and services:

- Avoid the \$12 monthly Service Fee by choosing one of the following:
 - Monthly direct deposits totaling \$500 or more made to this account
 - OR, a \$1,500 minimum daily balance in this account
 - OR, an average daily balance of \$5,000 or more in this account and in linked deposit¹/investment² accounts
- Online Banking and Bill Pay – manage your accounts 24/7
- Chase Mobile and Account Alerts³
- Chase QuickDeposit - make deposits from your Smartphone with 2 camera clicks
- Access to more than 5,300 Chase branches and 16,000 Chase ATMs nationwide

Chase Exclusives

In addition, these offers and rewards are available to Chase checking customers:

- Mortgage- 1% Mortgage Cash Back
- Home Equity Lines of Credit 6 – up to .50% off

- Auto Loans – Up to .75% off standard rates
- Certificates of Deposit - Higher interest rates
- Investments* - IRA annual fee waived
- Chase Freedom Credit Card - Get 10% extra points per \$1 spent, plus 10 bonus points on every purchase

Financial Education

Financial education comes in various forms, including one-on-one interaction with a banker and "Money Matters" one-page overviews.

Chase professionals will come to your locations to help answer employee's financial questions.

Money Matters - these overviews provide key facts and tips on topics most relevant to consumers. Our bankers distribute these pieces and can discuss them during an on-site.

Topics include:

- Benefits of Payroll Direct Deposit
- Preventing and Combating Identity Theft
- Credit and Debt Management
- Understanding Your Credit Score
- Savings and Budgeting
- Basic Banking
- Mortgage Basics

Benefits of Banking with Chase

- Chase offers a robust national branch network covering 23 states
- This network includes over 5,300 Chase branches and 16,000 Chase ATMs
- As a leading global financial services provider, we offer strength and stability to both you and your employees
- Chase provides you with a dedicated partner who works with companies just like yours and whose sole responsibility is to assure the success of your program
- The Village's dedicated contact will be Cassandra Harding, Chase At Work National Account Representative. Please feel free to reach out to Cassandra if you have any questions or would like additional information. Cassandra is available during business hours at (312) 732-4327.

Positive Pay

The Village of Hoffman Estates will benefit from one of the most complete Positive Pay solutions in the industry - one that examines and addresses each component of the check presentment process.

- *Payment Verification* – Protection against altered, counterfeit or unauthorized checks. Only those items listed by the Village will be paid
- *"Push" Technology* – Provides daily notification of any exception items online, leaving the Village free to manage other business activities
- *Payee Name Verification* - Reduces the risk of payee line alterations
- *Teller line Positive Pay* - Protection before encashment at the teller line

- Within one hour of receipt of the Village's issue file, we will update teller line systems. When a check is presented for payment at a Chase teller window, the teller system will determine the validity of the check issue prior to payment. Items not found as matching open entries on the issue file will be denied encashment.

The Village will transmit items issued against a disbursement account to Chase electronically via the Internet or direct transmission. Check issuance data may be sent throughout the day and as often as necessary. For same day effectiveness, the Village's check issuance data must be received by 9:45 p.m. CT for direct transmission or by 9:00 p.m. CT for online entry.

Chase will process the daily checks paid information against the Village's input file and generate an exception report identifying all items that are either paid without issue or fail to match the information included in the issue file.

Payee name information can be included within the issue file. Our advanced technology compares the name on the face of the check to the payee name on file to identify exception items for your review.

Payee Verification - an enhancement to traditional Positive Pay

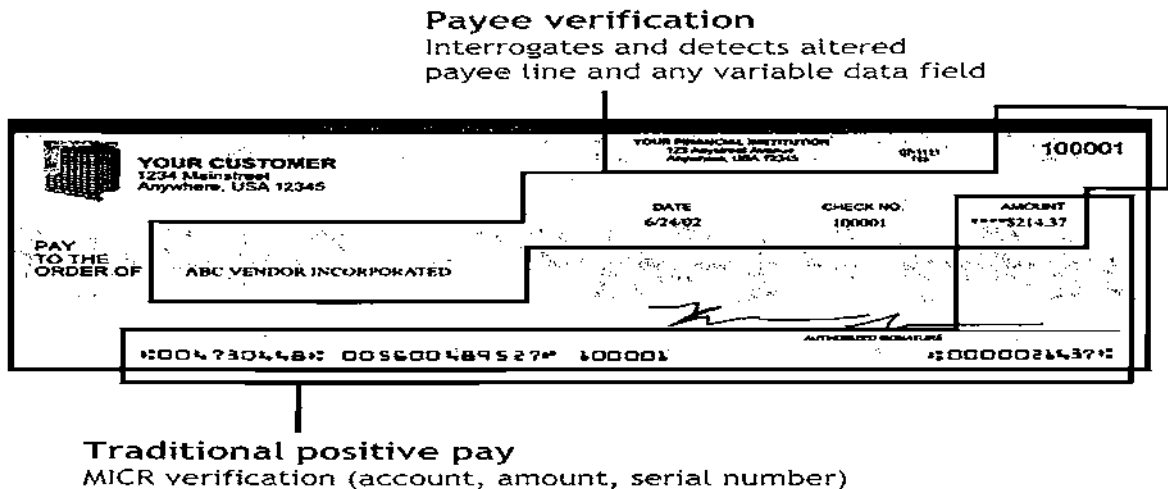


Figure 2

While Positive Pay matches the MICR information of a presented check to the issue file, Payee Verification takes the additional step of validating that the payee name matches the issue file payee information. Our Payee name review digitally interrogates up to 100 characters of payee name and also looks for alterations or additions above, below, or to the right of the payee name that would change the payee identification. Mismatched items are visually evaluated to eliminate digital interrogation reading errors and then sent in the daily Positive Pay exception reporting for decisioning.

Internet-Based Positive Pay

The Village will be able to send positive pay issues files via the Internet, using the J.P. Morgan ACCESS portal. Within Payables Web Services (PWS), our online reconciliation tool accessible via the J.P. Morgan ACCESS portal, entitled users will be able to:

- Key-enter issue or cancel data; or
- Upload a file of check issue or cancel data.

We provide real time confirmation reports for key-entered data or uploaded files. For same effectiveness, Chase needs to receive issue data via PWS by 9:00 p.m. CT.



File Transmission

Issue data can be sent via file transmission in a file format tailored to meet the Village's needs. We provide file confirmation reports available online or via file transmission typically within 30 minutes of receipt. For same effectiveness, Chase needs to receive issue data sent via direct transmission by 9:45 p.m. CT.

Exception Delivery/Notification

Chase will review (scrub) daily exceptions to prevent miscoding of dollar amounts or check numbers. Each day, the Village will receive an e-mail notice indicating whether or not there are exceptions for review and decisioning.

A daily e-mail notice of exceptions includes a link to the ACCESS logon screen

Positive Pay Exception Item Decision Entry

Back

Total: 20
Submitted: 5
In Process: 0
Pending: 15
Sub. By Me: 0

Front/Back
Zoom
Print

Chk#: 2012 Acct#: 06300011111 \$Amt: 71.59

Payee Line 1:
Payee Line 2:

Comments:

Items Per Page: 10 *Denotes Pre-Populated Default Decision Submit Selected Decisions

#	Account No.	Check No.	Amount	Paid Date	FR. Type	Pay/Return Decision (All)	Select (All)
1	06300011111	2006	119.45	10/16/2005	PNL	Pay *	<input checked="" type="checkbox"/>
2	06300011111	2007	376.50	10/16/2005	PNL	Pay *	<input checked="" type="checkbox"/>
3	06300011111	2008	1,475.47	10/16/2005	PNL	RTN-Refer to Maker	<input checked="" type="checkbox"/>
4	06300011111	2009	2,369.60	10/16/2005	PNL	RTN-Altered Payee	<input checked="" type="checkbox"/>
5	06300011111	2010	55.00	10/16/2005	PNL	RTN-Refer to Maker	<input checked="" type="checkbox"/>
6	06300011111	2011	254.97	10/16/2005	PNL	Pay *	<input checked="" type="checkbox"/>
7	06300011111	2012	71.59	10/16/2005	PNL	Pay *	<input checked="" type="checkbox"/>

Figure 3

An embedded URL within the e-mail notice will provide quick and easy access to the J.P. Morgan ACCESS logon screen, which serves as a portal to the Payables Web Services (PWS) Positive Pay exception module. From here, authorized users will be able to review exception detail with associated check images and make pay/no pay decisions, online.

Authorized users will simply click on the check number of each item to view front and back check images, selecting the pay or return button for each item or selecting the pay all or return all buttons.

The Village will receive online confirmations indicating successful submissions. These confirmations can be saved electronically or printed for future reference. No special software is required for this functionality.

Daily Time Sequences

The Village will receive exception items online by 10:00 a.m. CT, the day following presentment.

Prior to the 3:00 p.m. CT decision deadline, the Village will have the opportunity to review any exception items and determine whether those items should be paid or returned.

Implementation Schedule

Proposed implementation schedule

From the moment the Village of Hoffman Estates awards business to Chase, our commitment will be to integrate products and services into your organization smoothly and efficiently.

We are committed to:

- Clearly understanding your product and service requests
- Serving as your primary point of contact throughout the implementation process
- Developing clear implementation plans and goals for product start-up
- Coordinating the setup and installation of J.P. Morgan products
- Earning your satisfaction throughout the implementation process

Chase uses an established project framework for implementations



Figure 4

We will assign a designated implementation consultant to handle the transition from your current bank to Chase. Your implementation consultant will serve as your primary point of contact throughout implementation. Your implementation consultant has end-to-end ownership and accountability of the process, is responsible for communicating regularly with you and coordinates activities across the bank. Regular meetings are held to share information and measure progress.

We have provided a sample implementation plan, Appendix 3, which outlines projected timelines for implementing each service, as well as the party responsible for each step in the process.

Please refer to Appendix 4 – Sample Banking Service Terms and Agreements.



References

Contact information for a minimum of three (3) relevant references for each of the required services, preferably municipal, in the Chicago Metropolitan area of similar size and services requested.

City of Wheaton	
Contact Name	Robert Lehnhardt
Contact Title	Director of Finance
Address	303 W Wesley, Wheaton, IL. 60187
Phone Number	630-260-2020
Email Address	rlahnhardt@wheaton.il.us
Client Since	1975
Services	General Banking Services

City of Warrenville	
Contact Name	Kevin Dahlstrand
Contact Title	Director of Finance
Address	28W630 Stafford, Warrenville, IL. 60555
Phone Number	630-393-9427 X202
Email Address	kdahlstrand@warrenville.il.us
Client Since	2001
Services	General Banking Services

Elk Grove Village	
Contact Name	Christine Tromp
Contact Title	Director of Finance
Address	901 Wellington, Elk Grove Village, IL.
Phone Number	847-357-4051
Email Address	ctromp@elkgrove.org
Client Since	1997
Services	General Banking Services

III. Scope of Services

A. General

The Village is seeking proposals for banking services of both core services and non-core ancillary services. The preferred arrangement would award a contract for all services to one Bank with a full service branch in Hoffman Estates that offers after hour drop box capabilities. Also, the local branch would need to have safety deposit boxes on-site for remote storage of Village backup data.

Our Hoffman Estates full service branch, located at 2555 W Golf Road, offers an after-hours depository drop box and safety deposit boxes for the Village's convenience.

Deposits received in the night drop box before 7:30 a.m. CT will be given same day ledger credit. Validated receipts for deposits placed in the night drop are available at the banking center the next morning and are retained for 30 days.

B. Collateralization of Account Balances

All Village funds on deposit in excess of FDIC insurance limits must be secured by some form of collateral, witnessed by a written agreement and held in the name of the Village at an independent third party institution. The amount of collateral provided will not be less than 110% of the fair value of the net amount of public funds being secured. The Village will accept the following assets as collateral:

- *U.S. Government Securities*
- *Obligations of Agencies or Instrumentalities of the U.S. Government*
- *Obligations of any State of the United States, or any municipal or other political subdivision thereof that are rated "AA" or better by a nationally recognized rating service*
- *General Obligation Municipal Bonds rated "A" or better by a nationally recognized rating service*

Agreed.

The amount of collateral provided will not be less than 110% of the fair value of the net amount of public funds being secured.

NCMG Process and Procedures

JPMorgan Chase National Collateral Management Group (NCMG) employs a Bank developed Collateral Management System (Coast), which provides daily monitoring of deposit balances and security value.

Coast is reviewed daily (business day) by dedicated Collateral Managers for customer's collateral requirements. Collateral requirements are based upon the end-of-day ledger deposit account (checking, savings, depository CD's) information (plus accrued interest if any), less applicable FDIC coverage, the following business morning from the Bank's deposit system. For example, 11/04/11 end of day deposit information will be received the morning of 11/05/11.

Also on a daily basis, NCMG monitors the market value securities pledged to our customers and compare to total deposits. In the event a market value reduction creates an under-collateralized position, additional securities will be pledged promptly.

Federal Reserve Bank Third-Party Joint-Custody Security Accounts

Chase currently employs the Federal Reserve Bank ("FRB") as the primary custodian for joint-custody security accounts ("collateral account"). The Administrative Reserve Bank ("ARB") that holds the securities for the Bank is the FRB of New York (The FRB district where a bank is chartered determines the ARB). The FRB of Boston is the Federal Reserve System's national collateral account administrator. The Bank pays all cost associated with the collateral accounts held at the FRB.

In order for the Public Entity to establish a collateral account at the FRB, the Public Entity must complete a FRB "Pledgee Agreement (PA) Form" and "Fed-mail Form." The Public Entity must agree to the custodial agreement terms set forth in the Federal Reserve Bank's Operating Circular 7, Appendix C, as amended from time to time.

The FRB will not review or complete any tri-party custodial agreements that public depositors or banks present for collateral accounts.

Pledged securities will be held in a collateral account in the name of the Public Entity. The Public Entity will be assigned a unique, alphanumeric account number by the FRB for the collateral account upon the receipt and review of the completed PA and Fed-mail forms.

The Bank's National Collateral Management Group, (NCMG) requires a copy of the completed "Pledgee Agreement Form" and "Fed Mail Form" from the entity such that the NCMG can establish the collateral account. If a Public Entity has (or had) a collateral account at the FRB, the Public Entity can provide the Bank the FRB 4-digit alphanumeric account number such that the Bank can "link" to the Public Entity's collateral account. In addition, the Public Entity will need to provide a list of authorized signer(s) and verification requirements listed on the PA. Last, if the Public Entity has a PA greater than two (2) years old, it is recommended that the Public Entity submit a new PA.

The FRB provides two types of reporting; Account Activity Report (AAR) and Monthly Holdings Report (MHR). The AAR reports account activity that is conducted within the collateral account. The MHR reports all securities held in the Public Entity's collateral account at month end. Both reports are sent within 24 hours either by email or facsimile. The FRB reports list the original par value of the securities pledged and does not report market value of securities pledged. The FRB does not provide on-line access to collateral account.

Types of Collateral Pledged

As of October 5, 2011, NCMG is currently pledging US Treasury (bills, notes and bonds) and Agency (Fannie Mae, Freddie Mac) securities as collateral (types of collateral pledged is subject to change).

In absence of an investment/collateral policy, state statute will govern acceptable collateral for public fund customers.

Please refer to Appendix 5 – Sample Collateral Documents.

C. Accounts Included

The Village will have ten (10) separate accounts set up, including eight (8) checking accounts. The types of accounts will include the General Fund operating account, payroll and various other accounts. Five (5) of these accounts will be set up as interest bearing checking accounts. The Village will typically maintain a \$2,000,000 balance in the operating account, although this amount is not guaranteed by the Village.

Chase is able to provide the Village with the accounts listed above. We would also like to discuss alternatives to improve efficiencies and reduce costs.

D. Bank Statements

The Village will accept monthly bank statements in electronic form or paper form to be received within ten (10) business days after the last day of the month and will include copies of all cleared items.

The Village of Hoffman Estates will receive monthly account statements, including debits and credits made on the last day of the period, with associated details.



Whether retrieved online or received via US mail, the Village's Banking Statement will include the following information:

- Number of checks
- Drafts
- Deposits and deposit items posted
- Daily ledger balances
- Average Daily Ledger Balance for Month
- Average Daily Collected Balance for the Month
- Other items on which charges are based.

Online Retrieval via J.P. Morgan ACCESS

Online statements can normally be downloaded on the second business day after the end of the cycle and are provided at no charge. The J.P. Morgan ACCESS Account Summary Report provides a statement-like rendering of all credits and debits broken down by account, including balances.

Information from the J.P. Morgan ACCESS Cash Reporting module can be exported for integration with other systems and applications.

Receive Bank Statements eight (8) days earlier than required – at no additional charge.

Online statements offer greater convenience and more efficient access to important records.

		September 30, 2006 - October 31, 2006	
JPMORGAN CHASE BANK, N.A. TEXAS MARKET P.O. BOX 260185 BATON ROUGE LA 70826-0180		Page 1 of 6 Account Number 000000123456789	
00000003CEN 201 10107 . NNN 1 00000065 42 TEST ENHANCED STATEMENT SAMPLE FORMAT 22 XYZ Corporation 123 Main Street Your City OK 12345-1234		Customer Service If you have any questions about your statement, please contact 1-800-434-3030 or your Customer Service Professional	
Commercial Checking			
Summary			
Opening Ledger Balance	Number	Amount	
		\$250,000.00	
Opening Collected Balance		\$250,000.00	
Deposits and Credits	10	\$427,378.42	
Withdrawals and Debits	5	\$141,063.22	
Checks Paid	5	\$21,707.07	
Ending Ledger Balance		\$514,608.13	
Ending Collected Balance		\$506,283.75	
Deposits and Credits			
Ledger Date	Value Date	Description	
		Amount	
10/04		FED WIRE CREDIT VIA STATE STREET BANK & TRUST COMP/012345678 BPO NRECA NJ2A AFTN SALLY CRISS REF CHASE NYCICR/BNF-AIM FUND SERVICES INC HOUSTON TX 77069-AC-000000001233 RFB#302149187 08-REF CONTACT PAI AT 800-238-5555 OPT 5 TRIMAD 0801A100018001533 TRN. 0623803213FF	\$200,773.03
10/04		YOUR REP 202149187 DEPOSIT 1601505	\$50,303.44
10/04		DEPOSIT 1601506	\$40,303.44
10/04		LOCKBOX DEPOSIT 99384 1 DAY FLOAT 1005 \$5,565.21	\$5,898.50
10/04		2 DAY FLOAT 1006 \$134.29	\$1,286.26
10/04		CIS HOLDINGS.LLCGETFLEMENT 050505050010731 000	
Please examine this statement of account at once. By continuing to use the account, you agree that (1) the account is subject to the Bank's deposit account agreement, and (2) the Bank has no responsibility for any error in or improper charge to the account (including any unauthorized or altered check) unless you notify us in writing of this error or charge within sixty days of the mailing or availability of the first statement on which the error or charge appears.			

Figure 5

E. Monthly Fees and Charges

The Village currently pays minimal fees. All charges for banking services shall be reported on a monthly account analysis statement along with an invoice and received in electronic form or paper form within ten (10) business days after the last day of the month. The Village will review the charges and process payment with an option to select automatic payment, if desired.

Chase will prepare an Account Analysis invoice each month, identifying all services provided, along with any fees or costs incurred by the Village.

Analysis statements reflect average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, and detail of services provided with quantities and unit fees for each to arrive at a total service cost.

Electronic Analysis Statements

The Village's Electronic Account Analysis Statement will be available via the J.P. Morgan ACCESS portal on the sixth (6th) business day after month end. All sections of your account analysis statement may be viewed, printed and exported through the Electronic Statements module. Analysis statements will be available in PDF, Excel and CSV formats.

F. Automated Clearinghouse

The bank must be both a "sending" and "receiving" bank on the Automated Clearing House (ACH) network to accommodate a payroll direct deposit program and vendor payments, as well as other services. This service shall also include full account blocks and filters to safeguard the Village assets and information. The Village will also be exploring the possibility of implementing a system in which vendors will be paid via ACH, as well as allowing utility billing customers to charge their bill to their credit card on a monthly basis. Please provide the cost for these services.

Chase is both a "sending" and "receiving" bank on the Automated Clearing House (ACH) network, able to facilitate comprehensive ACH services including, but not limited to, payroll direct deposit and vendor payments.

Chase is able to facilitate ACH transactions via Direct Transmission, as well as online via J.P. Morgan ACCESS.

▪ **ACH Direct Transmission**

For larger volume transactions, we recommend using direct transmission.

Using any number of industry standard applications, the Village will be able to create a transaction file in standard NACHA format. Authorized employees will simply transmit files to Chase using a common protocol such as FTP. Each Transmission will be encrypted and sent to Chase for final ACH processing.

Chase will maintain an Internet facing FTP server with a "drop box" directory on the server for the Village. The server will be mirrored for disaster recovery. For data inbound to Chase, the Village will have the ability to push the data files to the directory. The Village will be responsible for initiating the FTP session to push and pull data files.

▪ **J.P. Morgan ACCESS ACH Module**

Within the J.P. Morgan ACCESS single sign-on website, authorized Village users will be able to perform lower volume ACH transactions simply by selecting ACH Initiation and entering the required ACH payment details in the fields provided. In addition to initiating payroll, this module can also be used for disbursements and concentration.

J.P. Morgan ACCESS ACH payment initiation screen.

J.P. Morgan ACCESS™ : ACH Initiation

Home ACH Database List ACH Batch List ACH Validator Refresh

ACH Payments **Database Detail** Help SQL

Setup Database List Database Summary Database Detail

Exit

AUTO GEN REL * required

Vendor Name: *

Vendor ID:

Amount: *

Payment Description:

Vendor Bank ID: *

Vendor Bank Acct. No.:

Account Type: Checking Savings

Last Payment Date:

Hold Transfer:

Create Prenote

Prenote Date:

Revision: 5.12

Figure 6

J.P. Morgan ACCESS ACH capabilities include:

- Payroll transactions
- Chase account funding
- Cash Concentration and Cash Disbursement
- ACH investigations (initiation and monitoring)
- ACH reversals and reclamations
- Vendor payments
- Consumer credits and debits
- Access receiving bank information
- Electronic Federal Tax Payments (generic format also available)
- State tax payments (generic format also available)
- ACH Import & Validation feature supports automated comma-delimited, tab-delimited, and NACHA-formatted files of ACH transactions.
- One or two day settlement from single or multiple accounts may be established, based on the ACH transaction types selected when creating a batch.

Entitlement-Based Access

The Village will maintain the ability to create roles and issue entitlements for authorized personnel. Only those employees with proper entitlements are able to view certain information or perform certain transactions via J.P. Morgan ACCESS. Each user can be restricted by dollar amount. For those functions that demand an extra level of security, two-factor authentication is provided via RSA Secured technology. This proprietary technology allows users to digitally sign a transaction, authenticating the user originating the transaction.

For dual control purposes, a second authorized Village of Hoffman Estates employee must release the ACH transactions through J.P. Morgan ACCESS.

Direct Deposit of Payroll

Participating Village of Hoffman Estates employees will be able to have automatic electronic payments issued to their designated checking or savings accounts via Chase's electronic funds transfer system.

The file will be processed with the total amount paid electronically to the employees' designated account and charged to the Village's designated account on the same business day, normally within two (2) or three (3) business days after submission.

Direct Deposit at a glance.

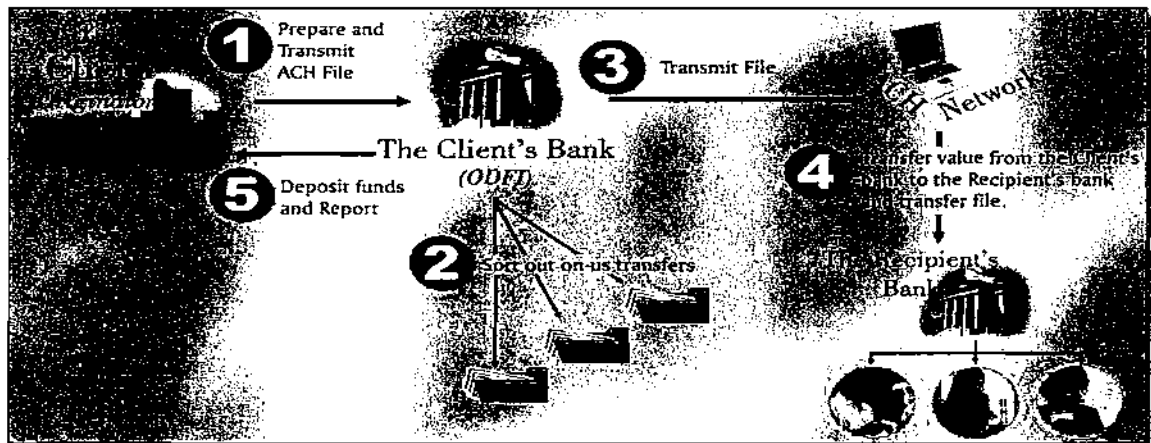


Figure 7

Chase is able to warehouse ACH direct deposit transactions for up to 90 days. Files will be processed and transactions will post as of the settlement date designated per transaction.

We can accept PPD payroll files for next day credits. However, for employees to receive funds as available balances for withdrawals at ATMs on payday, the Village must deliver the file to Chase no later than 9:00 p.m. CT two (2) business days prior to the settlement date.

For example, for employees to receive funds as available balances on Friday, the Village must deliver the file no later than 9:00 p.m. CT on Wednesday. This will allow the file to be processed in the earliest ACH processing cycle so that the receiving depository financial institutions can post the credits to the employees' accounts by open of business on Friday.

ACH Debit Blocks and Filters

Bolster the Village's defense against fraud by reviewing and limiting allowable transaction types.

ACH Debit Block will enable the Village of Hoffman Estates to specify which companies are authorized to post ACH debits to the Village's accounts, blocking those that are not authorized. The Village can also set dollar limit ceilings or block all debits from posting.

When an originating company attempts to post ACH debits, the system immediately compares the incoming company identification (ID) number with the Village's listing of authorized company ID numbers.

This incoming ID number must match exactly – and if you choose, comply with dollar limits – to post successfully. If your parameters are not met, the system automatically returns the item without posting the debit to your account.

Using the system's "block all" option, all ACH debits are prevented from posting to the Village's account.

Choose the option that best meets the Village's needs:

- All ACH Debits Blocked – All ACH debits presented against the Village's account will be returned to the originator.
- Maximum ACH Debit Dollar Limit Allowed – the Village specifies the maximum dollar amount acceptable for ACH debits. Those exceeding the maximum amount will be returned.
- Allowable Company Identification Numbers and Dollar Limits – the Village provides a list of allowable company ID numbers. Only ACH debits that contain the company ID numbers on your list will post to the Village's account. The Village can also add criteria for accepting only ACH debits up to a dollar limit and during specified time periods.
- Non-allowable Company Identification Numbers – the Village supplies a list of unauthorized company ID numbers. All ACH debits with a company ID number that appears on the Village's unauthorized list will be returned.

Debits Not Affected by Debit Blocking

- In accordance with our customary practices and applicable law and rules, the following types of ACH related debits will not be blocked:
- ACH debits to your account to offset ACH credit entries originated by you through us
- Reversals of previously received ACH credits
- Reclamation entries, as defined in the Operating Rules of the National Automated Clearing House Association (NACHA)
- Debits to your account initiated by us to correct processing errors, effect back-valuations or make other adjustments
- Returns or reversals of ACH debits originated by you
- Fees or charges owed for services provided by us

ACH Transaction Review

In addition to ACH Debit Block, Chase offers the Village our ACH Transaction Review, also available through Payables Web Services (PWS). The Village will be able to review and confirm ACH debit and credit transactions that post to your account and return unauthorized transactions on a case-by-case basis.

The day after ACH transactions post to the Village's Chase account we can notify you via email, providing you the ability to view all ACH transactions, or a listing of transactions based on the filter criteria you define, and make a return decision or allow the ACH transaction(s) to remain posted. The following criteria can be used to limit the number of ACH transactions you wish to view:

- Debits and Credits
- Company IDs
- Dollar Amount and/or Dollar Amount Range
- Transaction Type (i.e. TEL, WEB, ARC, CCD, POP, PPD)

Transactions blocked by ACH Debit Blocking will not be presented for review.

Post No Checks Block

Chase offers to the Village our Post No Checks Block to guard the Village's accounts. This service blocks checks from your Chase depository account or account used for electronic debits only.

Utility Payments via Credit Card

J.P. Morgan's fully owned subsidiary and merchant services processor, Chase Paymentech offers Orbital Secure Gateway (OBS) - a secure virtual terminal management system.

OBS eliminates the need to have relationships with several different vendors to complete electronic payment processing. The gateway supports the full range of payment methods offered by Chase Paymentech.

The Village will be able to process transactions from any card-absent sales channel, including recurring payments.

OBS facilitates the following payment channels:

- Web Payments
- Telephone Payments
- Payments US Mail

Allow OBS to help manage transaction and payment capture options. Alternatively, the Village may set one default "auto close" time during set-up, to automatically close at the same time each day.

Chase Paymentech Gateway Support provides comprehensive technical support for the Orbital suite of products. Our highly-trained representatives are available 24 hours per day, seven days per week and can typically provide first-call resolution to most issues.

For additional information regarding Orbital processing and recurring payments, please refer to Appendix 2.

G. Online Banking Services

The Village requires the Bank to provide comprehensive online banking services. These services shall have sufficient security features to ensure the protection of Village assets and information. Please provide a description of online services as well as security features in your proposal. At a minimum, the following online services will be required:

- *Daily balance reporting*
- *Detailed credit and debit postings*
- *Initiation of internal account to account transfers*
- *Initiation of recurring wire transfers and ACH payments*
- *Ability to save recurring wire transfer instructions in reusable templates*
- *Initiation of ACH debit and credit type transactions*
- *Placement of stop payment orders*
- *Ability to view minimum of last six (6) months of statements*
- *Ability to configure user accounts with multi-level security*

Authorized Village of Hoffman Estates users will benefit from the use of a single information-reporting and transaction-initiation "Dashboard".

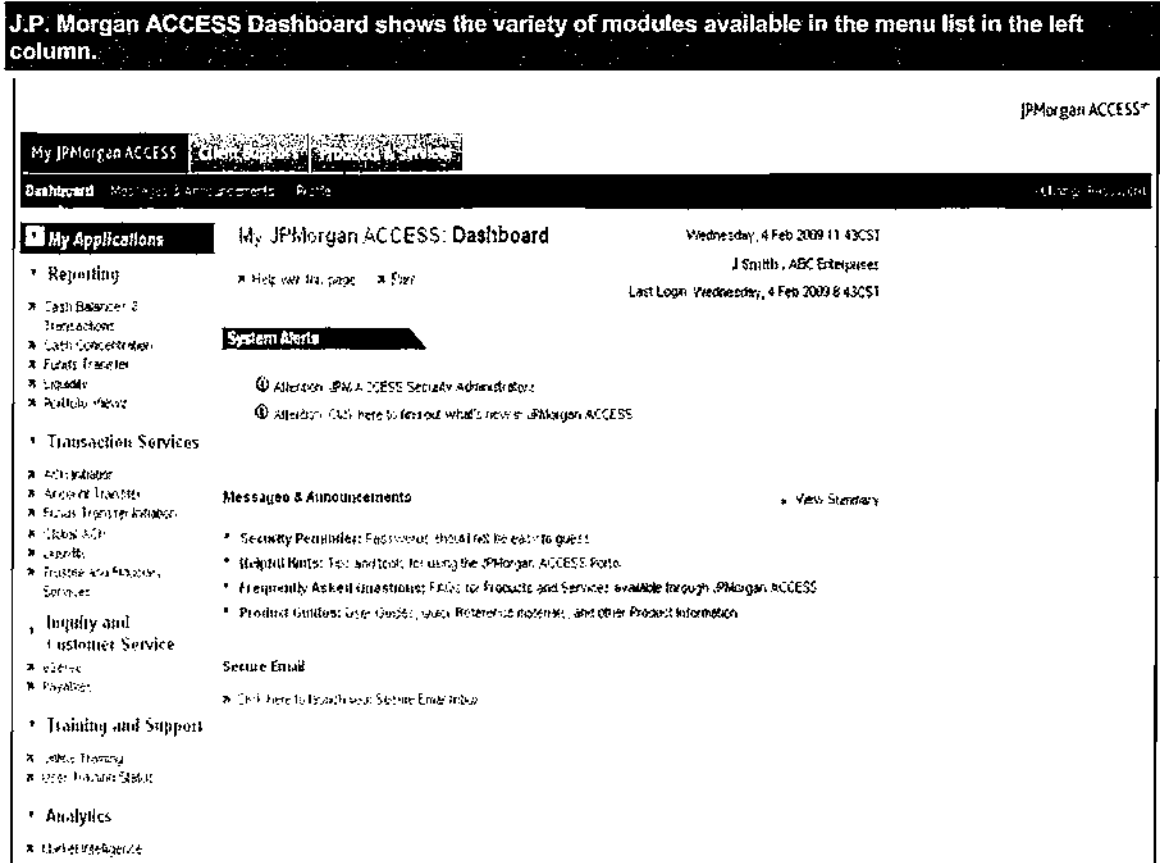


Figure 8

Modular systems like J.P. Morgan ACCESS can be deployed to meet the Village's specific treasury needs, and can be modified to allow access to an expanded product suite as your needs evolve.

The Village will be able to view timely information, initiate transactions, and make inquiries through one consolidated window. J.P. Morgan ACCESS integrates the various TSS information delivery, investment and transaction services, as well as inquiry tools into a single online portal.

J.P. Morgan ACCESS provides secure access to the following comprehensive treasury management tools and services:

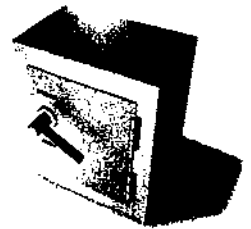
Using J.P. Morgan ACCESS, the Village will be able to:

- Receive balance and transaction reports, including lockbox deposits (with detail)
 - Prior-day
 - Same-day
 - Sample J.P. Morgan ACCESS Reports are available as Appendix 6
- Initiate and Monitor Account, ACH and Wire transfers (Free-form and Recurring)
 - Reusable Wire Transfer Templates
 - ACH Debit and Credit Functionality
- Initiate and Monitor Stop Payments
- Receive Bank Statements, Account Analysis Reports, and Account Reconciliation Reports
 - Bank Statements are available online for seven (7) years

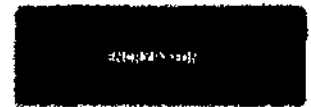
- Account Analysis Reports are available online for 13 months
- View images of paid checks
- Decision Positive Pay items using check images
 - Teller line Positive Pay
 - Payee verification
- Receive daily email notification of exceptions (“Push Notification”)
- Perform client service inquiries online
- Import information (including account balances and all pertinent float information) into all common spreadsheet and database programs
- Receive Investment Reports

J.P. Morgan ACCESS Security

J.P. Morgan ACCESS employs a multilayered security design that protects the privacy and identity of users, and ensures data and transaction integrity. Access control, user authentication and data encryption are employed to maximize security.



- Access control — Village security administrators will access the User Setup Forms administration service module to establish and approve end users of the various J.P. Morgan ACCESS cash management services.
- User authentication — In order to login to J.P. Morgan ACCESS, an authorized user's ID and password must be validated. Only those products to which the user has been entitled will be presented on the home page. Likewise, the user will be limited to the accounts for which he or she has the appropriate entitlements.
- Data protection — Industry-standard 128-bit Secure Socket Layer (SSL) encryption helps to ensure confidential access and delivery of data and transaction facilities.



J.P. Morgan ACCESS is deployed with two levels of security:

- 1) **Single sign-on (ID and password)** for access to the J.P. Morgan ACCESS platform and product functions that do not involve the initiation of value-bearing transactions
- 2) **Digital signature** — Authentication for access to functions involving value-bearing transactions or security activities (e.g., wires, ACH) requires SecurID, in addition to user ID and password.

All actions taken within the portal are date/time stamped and associated to the user who performed them, providing a complete audit trail.

Chase's Information Technology control policy specifically addresses physical and environmental controls for data-center and non data-center environments. The policy establishes minimum requirements for the control of physical access to the Chase infrastructure, including computer and network systems and workstations, across all technology platforms. Compliance is audited periodically. In addition, servers are kept up-to-date with the most recent vendor software levels.

Security Administration

First, Village's Security Administrators (SAs) will establish their own security credentials (user ID, password) digital signature authority (RSA SecurID). Once established, the SAs can then create and approve additional users of accounts, services and functions using the online entitlement provisioning tool.

Dual control is enforced. One security administrator establishes users for accounts, services (ACH initiation, wire initiation, balance reporting, etc.) and functions (transaction initiation, transaction approval, release, reporting, etc.), while a different security administrator approves the users for the accounts, services and functions established by the first security administrator. A security administrator cannot request or approve product functions (e.g., cash reporting, wire initiation, etc.) for themselves unless an authorized company representative has signed a special waiver.

User Security

To log on to J.P. Morgan ACCESS, a user is required to enter his or her User ID and password, and RSA SecurID code if the user is able to perform money movement transactions. Once logged on, the user's menu of applications is limited to only displaying those to which the user is entitled.



As an added level of security, if a user leaves his/her workstation idle, a security lockout will automatically log the user off after a set period of inactivity. Users are required to change their passwords at least every 90 days.

For functions that demand an extra level of security, such as the transmission of payment instructions, two-factor authentication is provided via RSA SecurID technology. Logging on with SecurID helps safeguard against identity theft and other attempts to breach security by employing a small handheld device (the SecurID token) that dynamically generates a new six-digit security code every 60 seconds. This two-factor authentication is based on something the user knows (personal password) and something the user has (the SecurID token code). Users entitled to perform sensitive functions are required to enter their User ID, password and SecurID token code when logging on. When performing activities that require additional security, they are prompted to re-enter their password and token code to re-authenticate the user's identity.

For additional security, computer registration is required for all users. Each time a user logs on through an unrecognized computer the user is prompted to re-register the unit using an Activation Code that is delivered via an out of band channel; such as e-mail, help desk or in person by a company security administrator.

H. Transfers Between Accounts

On a regular basis, the Village will make transfers between the various accounts. All transfers will be done electronically via online banking services. In emergency situations, transfers may be initiated via the phone by authorized signers. Credit for any transfers between accounts will be given on the same day as the transfer is made.

The Account Transfer module of J.P. Morgan ACCESS will allow authorized Village of Hoffman Estates users to:

- Move funds quickly and easily between accounts;
- Build and reuse transfer templates; and
- Access current-day and historical transactions.

Transfers can be entered 24 hours a day, seven days a week.

Same Day credit will be applied to all account transfers provided that transactions are made prior to 10:00 p.m. CT. Transactions performed after 10:00 p.m. CT will be applied the following business day.

In emergency situations, the Village may elect to contact your designated Client Service Professional (CSP), Helen Okolita, to request account transfers. Helen is available during business hours at 312-732-6904.

I. Remote Deposit

The Village currently processes its utility bill remittance payments in-house. It is estimated that the Village processes between 12,000-13,000 checks per month. It is our preference that the Bank will be able to accept electronic files for deposit and the proposal should include the cost of each deposit and the per item charge, if applicable.

Using Image Deposit Direct (IDD), the Village of Hoffman Estates will be able to scan checks, securely store associated images through a Web-accessible archive, convert consumer checks into ACH transactions, and submit images to Chase for deposit.

IDD is web-based, requiring a desktop check scanner and computer. Deposit activity performed via IDD is easily accessible online via J.P. Morgan ACCESS.

IDD will help the Village of Hoffman Estates:

- Deposit items from anywhere in the United States, any time
- Deposit checks from various locations into one account
- Reduce costs and risks associated with the physical transportation of check items (i.e. trips to the branch, courier services)
- Consolidate multiple regional depository bank relationships into a single account at Chase and reduce deposit, sweeps, and wire transfer expenses
- Improve funds availability compared to traditional paper deposits
- Streamline the accounts receivable process
- Provide extensive information reports and transaction detail online

IDD Solution Overview

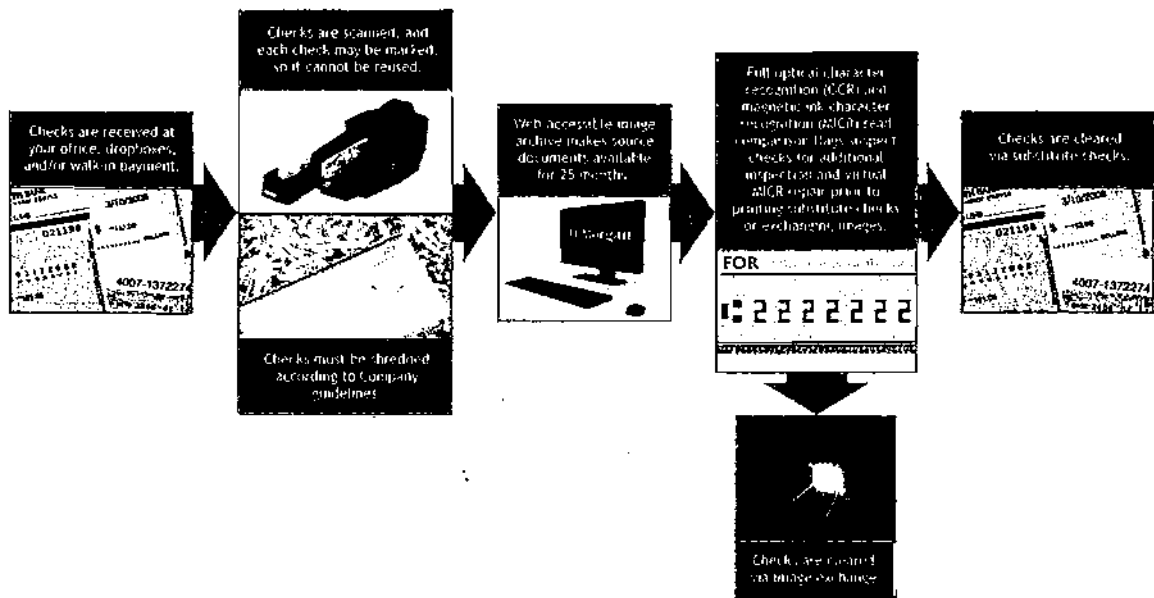


Figure 9

The IDD Process

- Village payors submit deposits via drop box, office visit or mail to an assigned lockbox
- All checks are scanned and can be virtually endorsed if using the Epson Capture One scanner
- If applicable, remittance data is entered, with up to 20 additional configurable information fields (account number, customer name, etc.)
- The Village should consider destroying checks within 14 days of scanning and submission. However, we also recommend that the Village review their internal destruction policies with their Risk and / or Audit Departments
 - The IDD image repository retains check images online for 25 months
 - The Village will be able to scan, virtually encode and upload IDD deposits throughout the day, prior to an established cutoff time
 - IDD Standard — Account will be credited on a same-day basis with availability assigned via your assigned availability schedule. The cut-off time for same day ledger credit is 9:00 p.m. CT with availability based on endpoint.
 - IDD with ACH — ARC-eligible checks and nonconvertible checks will be combined into a single deposit on a next-day basis. ARC-eligible checks will be available the next business morning, while the nonconvertible checks will be available based on the Village's assigned availability schedule.
- An image quality analysis (IQA) will be performed on each item and will include tests for: dots per inch (DPI), document length, document height, missing corners, streaks, darkness, noise, brightness, contrast, focus, skew, E13b integrity and MICR match.
 - Images that fail the initial image quality test will be deemed suspect. These items will be manually reviewed to determine if the deficiency (e.g., too light, failed contrast, unreadable signature, etc.) is within the guidelines of Check 21. We will pass the items back into the clearing process if the decision is yes, since these items have a high probability of acceptance at the paying bank. These items will incur an additional day of availability.
 - Images that are unacceptable, nonconforming items (NCIs) will be entered into our deposit correction system. The Village will receive an adjustment notice advice for these items. The Village can either rescan the item or submit via paper deposit.
- When the Village submits IDD deposits, imaged checks will be reviewed and sent for clearing:
 - Items drawn on image-exchangeable endpoints will be cleared via image exchange. (more than 90% of all checks through image exchange),
 - Items drawn on non-image-enabled endpoints will be cleared via image replacement documents (IRDs, also known as substitute checks).
 - If the Village subscribes to the optional ARC service, eligible items will be cleared via ACH (ARC). Chase employs some of the most advanced ACH-eligibility decision methodologies in the industry to decide the most effective means of clearing items.
 - Zero Administrative Returns (ZAR): Nonfatal ACH returns will automatically be re-presented up to two times based on your account setup.
 - Preemptive Processing Intelligence (PPI): Ineligible item database logic ensures clearing as a check via image exchange or IRD.
 - Notification of Change (NOC): The NOC database enables repetitive payment processing edits to ensure ARC processing.
- The Village will be able to use the prior-day balance and transaction reporting function of J.P. Morgan ACCESS to view IDD deposit and adjustment transactions online

IDD Scannable Coupons

Eliminate the need for lockboxes and associated manual keying by allowing Chase IDD scanners to process the Village's remittance coupons.

Image Deposit Direct is a full-featured remote deposit capture platform that offers coupon scanning, remittance data keying, and ACH settlement for eligible items.

Please refer to Appendix 7 – IDD Coupon Specifications.

J. Credit Card Processing

The Village currently accepts Visa, MasterCard and Discover payments over-the-counter. The estimated annual volume is 4,200 transactions totaling \$375,000. There are a total of four (4) terminals at two (2) separate locations. Please include the cost of new equipment in your proposal, if applicable.

Depending on the type of terminal the Village is currently using, we may be able to simply reprogram them with new merchant numbers from Chase Paymentech.

Pricing information for Credit Card Processing, including new equipment and associated warranties, is included in Appendix 2.

Chase Paymentech offers point-of-sale (POS) support 24 hours per day, 365 days per year for immediate assistance from a live specialist. We handle more than 100,000 incoming calls per month, with the average response being less than 30 seconds. We have teams specifically trained to answer questions regarding all terminal types certified to our platform.

Our terminal support team assists with:

- Terminal hardware or download troubleshooting
- Printer assistance and troubleshooting
- PC based VAR Software and Internet based solutions

K. Safety Deposit Boxes

The Village will have three (3) safety deposit boxes with authorized signers.

Our Hoffman Estates full service branch, located at 2555 W Golf Road, offers safety deposit boxes for the Village's convenience.

Appendices

Appendix 1. Cost Proposal

Appendix 2. Credit Card Processing Information

Appendix 3. Sample Implementation Plan

Appendix 4. Sample Service Terms and Agreements

Appendix 5. Sample Collateral Documents

Appendix 6. J.P. Morgan ACCESS Sample Reports

Appendix 7. IDD Coupon Specifications

VILLAGE OF HOFFMAN ESTATES BANKING SERVICES PROPOSAL FORM

BANK: JPMorgan Chase Bank, N.A.

Bank Services	Estimated Annual Volume	Charge Per Item	Annual Service Charge
<i>Depository Services:</i>			
Account Maintenance (10 accounts)	120	7.50	900.00
Checks Cut	6,900	0.08	552.00
Deposit Slips Processed	364	0.75	273.00
Items Deposited	1,900	0.10	190.00
* FDIC Assessment Fee (10 Accounts)	(variable)	.1314%	
Wire Transfers, Incoming	84	5.00	420.00
Wire Transfers, Outgoing	120	5.00	600.00
Notification of Wire (emails)		2.50	
Transfers between Accounts	55	0.00	0.00
ACH, In	1,050	0.05	52.50
ACH, Out	170	0.05	8.50
ACH Origination	36	10.00	360.00
ACH Returned	18	3.50	63.00
Notification of ACH, Incoming (email)		1.00	
Stop Payments	10	5.00	50.00
Chargeback	70	5.00	350.00
*Online Check/Deposit Archiving			
<i>*Please see page 2</i>			
<i>Remote Deposit:</i>			
Deposit Transmissions	253	N/A	0
Number of Transactions	144,000	0.05	7,200
File Storage/Viewing Capabilities	12	10.00	120.00
<i>Credit Card Processing: Please see Appendix 2 for Credit Card Processing</i>			
Number of Transactions	4,200	-	
Amount of Transactions	\$375,000	-	
Average Amount per Transaction	\$89.29	-	
Cost per Deposit			
Interchange Rate			
Account Maintenance			
Equipment Fees			

* FDIC Assessment: A pass through charge based on each \$1,000 in monthly average ledger balances times the current premium rate. Premium rate is subject to change at any time by the Federal Reserve.

Total Cost for Proposed Service	11139.00
Average Monthly Cost (Total ÷ 12)	928.25

VILLAGE OF HOFFMAN ESTATES BANKING SERVICES PROPOSAL FORM – OPTIONAL SERVICES

BANK: JPMorgan Chase Bank, N.A.

Bank Services	Estimated Annual Volume	Charge Per Item	Annual Service Charge
JPMorgan ACCESS – 1 yr Account History	120	5.00	600.00
JPMorgan ACCESS -- Monthly Maintenance	12	10.00	120.00
Payable Web Service			
*Online Check/Deposit Archiving:			
- Monthly Maintenance	12	1.00	12.00
- Image Capture	6900	0.01	69.00
- Check Data Storage 84 months	6900	0.02	138.00
- Positive Pay Maintenance***	6900	Waived	0.00
- Positive Pay-Payee Name Verification**	6900	.01	69.00
ACH Debit Block**	12	1.00	12.00
ACH Debit Block - Allowable ID's**	Variable	Waived	0.00
ACH Receiver Services: (Reduction in Current Pricing)			
- ACH Receiver Services Maintenance	12	10.00	120.00
- ACH Receiver Services Transaction	37,200	0.05	1,860.00
- ACH Receiver Services Reformat	37,200	0.05	1,860.00
- ACH Receiver Services Data Trans	276	1.00	276.00

*Online Check Archiving – Check are available for up to 7 years of history. Unlimited view and printing of check via online service.

**Services designed to protect accounts from Check and ACH fraud.

Total Cost for Proposed Optional Services **5136.00**

Average Monthly Cost of Optional Services (Total ÷ 12) **428.00**

Village of Hoffman Estates

FINANCIAL OFFERING—*CLASSIC COMMERCIAL CARD*

October 27, 2011

CHASE 

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Definitions

"Average Annual Spend per Card" means the result of annual Charge Volume divided by the average number of open Accounts. The average number of open Accounts is calculated as the number of Accounts open at each month-end, averaged over a contract year.

"Average Transaction Size" means Charge Volume divided by the total number of transactions included in the calculation of Charge Volume for any given period.

"Charge Volume" means total US dollar charges made on a Chase Commercial Card, net of returns, and excluding cash advances, Fraudulent Charges (as defined below), and any amounts that do not qualify for interchange under applicable association rules.

"Credit Losses" means all amounts due to the Bank in connection with any card that the Bank has written off as uncollectible, excluding amounts due in respect of Fraudulent Charges.

"Fraudulent Charges" are charges made on a Chase Commercial Card that did not directly or indirectly benefit Company or the cardholder and were incurred by someone other than the Company or the cardholder, where such person does not have actual, implied, or apparent authority to use the card.

"Fraud Losses" means all amounts due to the Bank in connection with any card that the Bank has written off as uncollectible as a result of a card being lost, stolen, or compromised.

"Gross Rebate" means the rebate amount prior to reduction by Credit Losses and/or Excess Redemption Expenses (as defined in the Fees section).

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

This proposal prepared for the client named above, contains confidential information regarding Chase and its proprietary commercial card products and services. The information provided herein is for the express purpose of evaluating Chase's capabilities as a potential supplier, and is intended solely for use only in such evaluation, not as a binding document. All clients are subject to prior credit approval before a firm commitment will be issued from Chase. The client and its employees are respectfully reminded to treat all enclosed information as "proprietary and confidential" and with the same degree of care the client treats its own confidential information, but with no less than a reasonable degree of care. This information is not to be duplicated, published, or otherwise disclosed, in any form or manner, in whole or in part, to any outside party for any reason whatsoever without the prior written consent of Chase. The pricing portion of this proposal is valid only for 30 days. Should the client not complete the decision process within 30 days, Chase reserves the right to make changes to the pricing due to changes in Chase's interest rates. The non-pricing portions of this proposal are valid for 90 days. Chase reserves the right to amend this proposal thereafter.

SOLUTIONS FROM CHASE

Assumptions and Incentives

Chase is pleased to present the following proposal for Village of Hoffman Estates' program.

Pricing Assumptions—U.S. program

Chase has based the proposed pricing for your requested card program on the following assumptions:

COMMERCIAL CARD SOLUTIONS	
	18C One Card
Annual Charge Volume	\$1,000,000
Statement Billing Period	30
Payment Days from Statement Date	25
Cards	30
Contract Initial Term	3 years with one-year auto renewals
Type of Liability, Billing, and Payment	Corporate, Central, Central
Fees and Rebate	No annual cardholder fees and rebate start from first dollar spent

SOLUTIONS FROM CHASE

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Financial Incentives (U.S. Program)

Annual Volume Incentive

Chase is pleased to offer a volume incentive based on annual Charge Volume and Settlement Terms for your US One Card program. The incentive is calculated by multiplying annual Charge Volume by the incentive rate and is paid annually for the prior contract year's annual Charge Volume.

US One Card			
Annual Charge Volume	Rebate Rate		
	30/7 Terms	30/14 Terms	30/25 Terms
less than \$500,000	0.15%	0.15%	0.15%
\$500,000	0.25%	0.25%	0.25%
\$1,000,000	0.83%	0.75%	0.65%
\$2,000,000	0.93%	0.85%	0.75%
\$3,000,000	1.01%	0.93%	0.83%
\$4,000,000	1.06%	0.98%	0.88%
\$5,000,000	1.10%	1.02%	0.92%
\$6,000,000	1.13%	1.05%	0.95%
\$7,000,000	1.15%	1.07%	0.97%
\$8,000,000	1.16%	1.08%	0.98%
\$9,000,000	1.17%	1.09%	0.99%
\$10,000,000	1.18%	1.10%	1.00%
\$11,000,000	1.19%	1.11%	1.01%
\$12,000,000	1.20%	1.12%	1.02%
\$13,000,000	1.21%	1.13%	1.03%
\$14,000,000	1.22%	1.14%	1.04%
\$15,000,000	1.23%	1.15%	1.05%
\$20,000,000	1.25%	1.17%	1.07%
\$25,000,000	1.28%	1.20%	1.10%
\$30,000,000+	1.30%	1.22%	1.12%

- The rebate applied to Charge Volume will be determined by the specific contracted settlement terms of each individual program's Charge Volume.
- For individual billing or individual payment, the above-stated rebate grid will be decreased by 5.0 basis points (0.05%).

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Terms and Conditions

- The US One Card program will be on a MasterCard platform.
- Charge Volume is total U.S. dollar charges made on a Chase Commercial Card, net of returns, and excluding cash advances, fraudulent charges, all amounts written off as uncollectible, and any amounts that do not qualify for interchange under applicable association rules. Credit losses and/or any redemption expenses exceeding the redemption pool will be deducted from all rebates. In cases where rebates earned are insufficient to cover these deductions, Village of Hoffman Estates will be invoiced for the difference.
- Fraud Losses will not be deducted from rebate.
- To qualify for rebates, Village of Hoffman Estates must meet settlement terms, be current at the time of rebate calculation/payment, have a satisfactory Chase credit risk rating and not be in default under the contract. Rebates will be calculated annually in arrears for the previous contract year based on the signing date and paid within 90 days following the end of the contract year via wire transfer to an account designated by Village of Hoffman Estates.
- Settlement of any centrally billed account must be made by automatic debit. Payments not received by Chase in accordance with the settlement terms shall be subject to a finance charge.
- In the event that the association lowers its interchange rates, Chase reserves the right to adjust rebates accordingly.
- All clients are subject to prior credit approval before a firm commitment will be issued from Chase.

SOLUTIONS FROM CHASE

This proposal prepared for the client named above, contains confidential information regarding Chase and its proprietary commercial card products and services. The information provided herein is for the express purpose of evaluating Chase's capabilities as a potential supplier, and is intended solely for use only in such evaluation, not as a binding document. All clients are subject to prior credit approval before a firm commitment will be issued from Chase. The client and its employees are respectfully reminded to treat all enclosed information as "proprietary and confidential" and with the same degree of care the client treats its own confidential information, but with no less than a reasonable degree of care. This information is not to be duplicated, published, or otherwise disclosed, in any form or manner, in whole or in part, to any outside party for any reason whatsoever without the prior written consent of Chase. The pricing portion of this proposal is valid only for 30 days. Should the client not complete the decision process within 30 days, Chase reserves the right to make changes to the pricing due to changes in Chase's interest rates. The non-pricing portions of this proposal are valid for 90 days. Chase reserves the right to amend this proposal thereafter.

Fees - US

The following are the fees associated with our US One Card program in the United States

PROGRAM FEES

Annual card fee (assessed in January based on prior year spend)	\$0.00 if annual spend is \$500,000 or more \$35 if annual spend is less than \$500,000 (WAIVED)
Executive Cards - applicable to Travel and One Card programs only	
Executive Elite	\$325 annual fee
Executive	\$75 annual fee
Cash advance fee	2.0% (\$3.00 minimum)
Foreign Transaction Fee	1% surcharge (association pass-through)
Rush Card Request	\$25 per card if effected through Chase. If effected through the association, client shall pay any fees charged by the association. (WAIVED)
Return check (payment)	\$15 per return
Document retrieval	Non-dispute-related: \$5 per document

PAST-DUE FEES

Late fee	<u>Central Bill:</u> None <u>Individual Bill:</u> \$15 plus Finance Charge
Finance charge	<u>Central Bill:</u> Prime + 2.0% is applied to the average daily balance which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date. <u>Individual Bill:</u> Prime + 6.4% is applied to the average daily balance which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.

CARD DESIGN

Basic plastic	\$0.00
Client logo plastic	\$350 per side per proof (20-card minimum)

OPTIONAL PROGRAM/TECHNOLOGY SERVICES

<i>smartdata</i> monthly maintenance fee	\$50 per program per month (WAIVED)
Custom reporting/mapper programming/post-loader	<i>smartdata</i> custom mapper: priced by MasterCard; pass-through charge
File transfer using FTP	Setup fee (one time)—\$300
Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)	Monthly — \$50/month

Should Village of Hoffman Estates request services not in this schedule, Village of Hoffman Estates agrees to pay the fees associated with such services.

INCENTIVES & FEES SCHEDULE ARE VALID FOR A PERIOD OF 30 DAYS FROM THE PROPOSAL DATE.

This proposal prepared for the client named above, contains confidential information regarding Chase and its proprietary commercial card products and services. The information provided herein is for the express purpose of evaluating Chase's capabilities as a potential supplier, and is intended solely for use only in such evaluation, not as a binding document. All clients are subject to prior credit approval before a firm commitment will be issued from Chase. The client and its employees are respectfully reminded to treat all enclosed information as "proprietary and confidential" and with the same degree of care the client treats its own confidential information, but with no less than a reasonable degree of care. This information is not to be duplicated, published, or otherwise disclosed, in any form or manner, in whole or in part, to any outside party for any reason whatsoever without the prior written consent of Chase. The pricing portion of this proposal is valid only for 30 days. Should the client not complete the decision process within 30 days, Chase reserves the right to make changes to the pricing due to changes in Chase's interest rates. The non-pricing portions of this proposal are valid for 90 days. Chase reserves the right to amend this proposal thereafter.



Interchange Pass-Through or Cost Plus Pricing Structure

Based on your current data, ChasePaymentech is suggesting an Interchange Pass-Through pricing structure. This that will allow your organization to take advantage of all existing Interchange categories and any future newly created categories— netting the lowest cost possible. Our fees will be simply derived from a marginal basis point and/or per item fee.

There are 3 main components to Interchange Pass-Through pricing. They are; Interchange, Assessments and Access Fees. Visa has an additional Risk Assessment Fee.

Interchange is the portion of fees that goes to the bank who issued the credit card to your customer. This consists of a percentage of the transaction's dollar amount and a per item fee. These fees are based on card type and the method in which the card was accepted. (Examples; debit, credit, business or rewards and swiped or key entered).

Assessments are the part of fees that are passed through to the Visa and MasterCard networks. They are a percentage of the transaction's dollar amount. The current fee is 0.11% for both card brands. Visa (AKA Auth & Settle) and 0.11% MasterCard (AKA NABU).

Access Fees are a per transaction fee paid to Visa and MasterCard to access the network to process your transactions. (\$.0195 Visa and \$.0185 MasterCard)

Risk Fee

This fee only applies to Visa and is assessed for fraud risk at \$0.001 per transaction.

Interchange fees are standard for all card acceptors regardless of who you chose as your service provider. We at ChasePaymentech then have to determine what fees we'll we charge for providing the service. As a ChasePaymentech customer on this billing method, your organization will not experience hidden fees or surcharges -- all your costs are fully disclosed on our pricing sheet (Schedule A).

INTERCHANGE EXAMPLE:

Visa <u>Card NOT PRESENT</u> Credit		Sale Amount - \$100
Interchange Rate	1.85% + \$0.10	$100 \times 1.85\% = \$1.85 + \$0.10 = \$1.95$
Assessment %	0.11%	$100 \times 0.11\% = \$0.11$
Access Fee	\$0.195	$1 \text{ transaction} \times 0.0195 = \0.0195
\$1.95 + \$0.11 + \$0.0195 = \$2.0795		Risk Fee \$0.001 = \$2.0805
Visa <u>Card Swiped</u> Credit		Sale Amount - \$100
Interchange Rate	1.54% + \$0.10	$100 \times 1.54\% = \$1.54 + \$0.10 = \$1.64$
Assessment %	0.11%	$100 \times 0.11\% = \$0.11$
Access Fee	\$0.195	$1 \text{ transaction} \times 0.0195 = \0.0195
\$1.64 + \$0.11 + \$0.0195 = \$1.7685		Risk Fee \$0.001 = 1.7695

Assumptions

Payment Transaction Sales volume	\$386,250
Average Transaction amount	\$89.00
Chargeback %	0.030%
Auth / Capture %	105.00%
Number of locations	4
PIN Debit / EBT transactions	0
Conveyed transactions	0

Fees

1. Initiation & service fees

Annual fee		N/A
Setup fee		N/A
Rush fee		N/A
PIN Debit Setup fee		N/A
Pin Pad Encryption fee		N/A
Monthly Helpdesk fee		N/A
Monthly Service fee		N/A
Supply fee	Billed Per Order	
Terminal Reprogram fee		N/A

2. Transaction fees

MasterCard per item		N/A
Visa per item		N/A
Discover per item		N/A
JCB per item		N/A
American Express per item		N/A
PIN Debit per item	Pass-thru Debit Network Charges	\$0.2000
EBT per item		N/A
Check Verification - SCAN per item		N/A

3. Authorization fees

Voice Authorizations		\$0.65
Electronic Address Verification Service		N/A
Electronic Authorizations:		
MasterCard Authorization		\$0.0500
Visa Authorization		\$0.0500
Discover Authorization		\$0.0500
JCB Authorization		N/A
American Express Authorization		N/A
Private Label Authorization		N/A

4. Stored Value fees

Gift Card Program		
Setup fee	N/A	Processing fee
Monthly fee	N/A	Block Activation fee
ACH Services fee	N/A	

Cards, Packaging & Point-of-purchase marketing materials are available and priced on a per run basis, based on current rates. These rates are shown on the Gift Card Materials Order Form.

5. Reporting Options

Monthly Statement fee				N/A
Statement Type & Frequency:	E-Mail	Statement only	Monthly	
* Merchant acknowledges that it has previously elected, on its Application or otherwise, to receive its merchant account statement(s) by email. If at any time Paymentech is unable to deliver merchant account statement(s) to Merchant at the email address provided, and Paymentech is required to print and deliver such documentation to Merchant via postal or courier method(s), Paymentech reserves the right to charge Merchant a \$5.00 monthly statement fee until Merchant provides Paymentech with an updated and valid email address.				
On-Line Reporting Tool Monthly fee	Resource OnLine Premier			\$10.00

Initials: _____

Date: _____
 (Month/Day/Year)

6. Discount Information

Target Qualification Level:	MasterCard:	009	Merit III
	Visa:	023	CPS Retail - All Other
	Discover:	310	PSL - Retail (Core)

<input type="checkbox"/> MasterCard / Visa / Discover Target Debit Discount rate*	N/A
<input type="checkbox"/> MasterCard / Visa / Discover Target Credit Discount rate*	N/A

<input checked="" type="checkbox"/> Pass-thru of MasterCard / Visa / Discover Interchange*	as set by each Payment Brand		
MC / Visa / Discover Interchange fees	MasterCard	Visa	Discover
MasterCard / Visa / Discover Association fees	\$0.0185	\$0.0195	\$0.0185
Visa Risk Identification fee	N/A	\$0.001	N/A

<input checked="" type="checkbox"/> Pass-thru + %: Incremental Discount rate	0.2000%
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<input type="checkbox"/> Three-Tier - Debit: Qualified / Mid-Qualified / Non-Qualified	Qualified	Mkt-Qualified	Non-Qualified
	N/A	N/A	N/A
<input type="checkbox"/> Three-Tier - Credit: Qualified / Mid-Qualified / Non-Qualified	N/A	N/A	N/A
<input type="checkbox"/> Three-Tier - Reward/WorldCard: Qualified / Mid-Qualified / Non-Qualified	N/A	N/A	N/A

<input type="checkbox"/> Two-Tier - Debit: Qualified / Non-Qualified	Qualified	Non-Qualified
	N/A	N/A
<input type="checkbox"/> Two-Tier - Credit: Qualified / Non-Qualified	N/A	N/A

Discount frequency: Monthly

* The interchange applicable to each transaction will be based on the actual qualification level of the transaction. For each transaction not qualifying at the Target Qualification Level, we will charge you an additional fee calculated as described on the following page under the heading "Additional Information About Your Fees".

<input checked="" type="checkbox"/> MasterCard / Visa / Discover Assessment rates	MasterCard	Visa	Discover
	0.1100%	0.1100%	0.1000%
<input checked="" type="checkbox"/> MC Assessment - Credit Transactions \$1000 or greater	0.1200%	N/A	N/A
<input checked="" type="checkbox"/> MasterCard / Visa / Discover Int'l Cross-border fees	0.4000%	0.4000%	0.5500%
<input checked="" type="checkbox"/> Visa / Discover Int'l Processing fees**	N/A	0.4500%	0.4000%

** These Visa / Discover International Processing Fees apply to foreign bank issued cards only. The Visa / Discover International Processing Fees may appear on your statement as a separate line item, or they may be included in the respective Payment Brand's interchange fee.

<input checked="" type="checkbox"/> MasterCard AVS Auth Access fee	Card Present: \$0.0050	Card Not Present: \$0.0075
<input checked="" type="checkbox"/> MasterCard Account Status Verification fee	Intra-regional: \$0.0250	Inter-regional: \$0.0300
<input checked="" type="checkbox"/> MasterCard Processing Integrity - Misuse of Authorization fee	\$0.0550	
<input checked="" type="checkbox"/> Visa Zero \$ Account Verification fee	\$0.0250	
<input checked="" type="checkbox"/> Visa Misuse of Authorization fee	\$0.0480	
<input checked="" type="checkbox"/> Visa Zero Floor Limit fee	\$0.1000	
<input checked="" type="checkbox"/> Visa Partial Auth Non-Participation Fee (Fuel Merchants)	\$0.0100	
<input type="checkbox"/> JCB Discount rate		N/A

<input checked="" type="checkbox"/> Pass-thru of PIN Debit Network fees	Yes
<input type="checkbox"/> PIN Debit /IC Pass-thru + %: Incremental Discount rate	N/A

7. Processing fees

Minimum Monthly Discount fee	\$25.00
Chargeback Processing fee	\$10.00
Batch Settlement fee	N/A
Reprint Statement fee	N/A
ACH fee	N/A
ACH Return fee	\$25.00
Safetech Encryption Item Fee	N/A
Safetech Encryption Monthly Fee	N/A

Merchant acknowledges and understands that its use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to Merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

8. Other fees

Amount payable upon termination: In addition to the other amounts due under this Agreement (including, without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement. Whether you will owe that amount, and how much you will owe, will be determined in accordance with Section 10 of this Agreement.

Initials: _____

Date: _____
 (Month/Day/Year)

Type	Equipment	Rate
Replacement (swap)	In warranty *	\$50.00
Replacement (swap)	Out of warranty - Verifone Tranz terminals & printers	\$160.00
Replacement (swap)	Out of warranty - Eclipse, Hypercom T7, Nuri terminals & printers, Ingenico IS100	\$200.00
Replacement (swap)	Out of warranty - Omni terminals & printers, Verifone Vx510 & Vx570, MX830 Pinpad, Hypercom T4205, T4210 & T4220, Ingenico I7780	\$250.00
Replacement (swap)	Out of warranty - Verifone Vx610, Nuri 8000, Exadigm terminals	\$500.00
Replacement (swap)	Out of warranty - all Pin Pads	\$100.00
Restocking Fee	Return equipment for any reason other than repair	\$150.00
Late Fee	For all equipment returned late, or not returned	\$500.00

* In warranty coverage applies only to equipment purchased or leased from Chase Paymentech Solutions
 Warranty timeframes: 5 years - Omni 3200, 3730, 3750; Verifone Vx510, Vx570, PP1000 SE; Hypercom T420x, P1300 Pinpad
 3 years - Verifone Vx610, MX830 Pinpad; Hypercom T7Plus; Ingenico IS100, Ingenico I7780, Exadigm terminals
 1 year - all other equipment

Additional Information About Your Fees

Payment Brand Charges

A significant amount of the fees that we charge you for processing your Payment Transactions consists of charges that we must pay to the Payment Brands and Payment Brand issuers (or that are otherwise charged by the Payment Brands and Payment Brand issuers in connection with your Payment Transactions). These charges, which include interchange, assessments, file transmission fees, and other charges are referred to in this Schedule as "Payment Brand Charges." Thus, in addition to the fees set forth above in this Schedule, you will also be charged Payment Brand Charges.

Notwithstanding the foregoing, we may temporarily elect not to charge you for certain Payment Brand Charges. Therefore, it is possible that you may not be charged for certain Payment Brand Charges for a period of time. If that is the case, our election not to charge you for those Payment Brand Charges should not be construed as a waiver of our right to charge you for those Payment Brand Charges, and we reserve the right to start charging you for them upon notice to you at any time in the future. No such charges will be imposed retroactively, however. Our right to impose such charges in the future extends to Payment Brand Charges currently in effect, increases in the amount of those Payment Brand Charges, and new Payment Brand Charges imposed by Payment Brands and Payment Brand issuers.

Interchange and Assessments

Payment Brand Charges, including interchange fees and assessments, are set by the Payment Brands and Payment Brand issuers based in part upon a series of interchange levels that they establish and modify from time to time. Thus, the interchange fee and amount of assessments charged for a given Payment Transaction depends on the interchange level applicable to that Payment Transaction; and that interchange level depends on a number of factors established by the Payment Brands, such as the type of Payment Instrument presented, specific information contained in the Payment Transaction, how and when the Payment Transaction is processed, your industry, and other factors. For a Payment Transaction to qualify at any specific interchange level, the applicable qualification criteria must be met. Note that the Payment Brands regularly add new interchange levels, and change the interchange rates or qualification criteria for existing interchange levels.

Target Discount Rate and Target Qualification Level

The Target Qualification Level is the interchange level that we expect to apply to your Payment Transactions. It is determined based on the type of Payment Transactions you submit and how they will most likely be processed. However, it is possible that some or many of your Payment Transactions will downgrade to a more costly interchange level, resulting in higher interchange. This may occur because those "Non-Qualified Transactions" do not meet the criteria to qualify at your Target Qualification Level. Paymentech has set your Target Qualification Level based on the assumption that all of your Payment Transactions will satisfy the criteria established by the Payment Brand rules to meet the Target Qualification Level set forth in your pricing schedule. The actual interchange applicable to each transaction, though, will be based on the actual qualification level of the transaction. A summary of the primary qualification criteria for each interchange level established by the Payment Brands is available at www.chasepaymentech.com/interchange_chart/.

Capitalized Terms: Please review the definitions in your Agreement so that you understand the capitalized terms we use in this pricing schedule. The capitalized term "Payment Brand" has the same meaning as the term "Payment Brand" or "Association" in your Agreement. The capitalized term "Payment Transaction" has the same meaning as the term "Payment Transaction", "Card Transaction", or "Sales Data" in your Agreement. The capitalized term "Payment Instrument" has the same meaning as the term "Payment instrument", "Card", or "credit card" in your agreement.

IF YOU SELECT TO USE A PINPAD ENTRY DEVICE, PLEASE READ THE FOLLOWING CAREFULLY

If you are not currently using a PCI FED / TDES device according to the Visa website listing, you will be required prior to July 1 2010 to upgrade to a certified device at your own cost. You can find a listing of devices supported by Chase Paymentech at www.chasepaymentech.com/merchantcenter.

Village of Hoffman Estates

By: _____ Title: _____ Date: _____
 (Authorized Signature) (Month/Day/Year)

MasterCard / Visa / Discover Discount Rate Schedule

Merchant: Village of Hoffman Estates

Main table with columns: Interchange Category, Plan Code, Discount Rate, Per Item Fee, Plan Code, Discount Rate, Per Item Fee, Plan Code, Discount Rate, Per Item Fee, Plan Code, Discount Rate, Per Item Fee. Rows include categories like MasterCard - Consumer Card Categories, MasterCard - Commercial Card Categories, MasterCard - Commercial Reward Categories, MasterCard - International Card Categories, and MasterCard - Debit Card Categories.



MEMORANDUM

From: Chase Paymentech
Re: Village of Huffman Estates ("Merchant")

Chase Paymentech is pleased to have the opportunity, along with JP Morgan Chase Bank, N.A., to respond to Merchant's request for proposal (the "RFP"), as it relates to credit card processing (the "Processing Services"). This response to Merchant's RFP was prepared by Chase Paymentech's legal department. The following information is designed to identify the structure that Chase Paymentech proposes to use if Chase Paymentech is awarded the Processing Services business.

The information in this response is general in nature and is provided only to enable Merchant to better understand the contract negotiation and finalization process Paymentech anticipates if we are awarded the business. Therefore, nothing in the RFP, this response, any attachments hereto, or in any document responsive to the RFP constitutes a binding agreement between Paymentech and Merchant and the respective rights and obligations of Paymentech and Merchant will be defined in subsequent definitive agreements. Please note that we therefore take specific exception to Section I. C and D and must reject these provisions. No services can be provided by Paymentech to you without a signed agreement by both parties, substantially in the form of Exhibit A.

Exhibit A is Paymentech's Standard Payment Card Processing Agreement (the "Agreement"), which we will require as the basis for the Card Processing Services to be provided by Paymentech. Many of the provisions in the Agreement are required by Visa and/or MasterCard rules to be included in any agreement that covers the processing of their Card transactions, and many others reflect requirements imposed by Visa and MasterCard on merchants generally or Paymentech's operational requirements. Please also note that the term and termination provisions are as set forth in the Agreement.

Thank you for your consideration of our response. We look forward to working with Merchant and have every confidence that the ultimate agreement between the parties will be in everyone's best interest.



**STANDARD MERCHANT PAYMENT INSTRUMENT PROCESSING AGREEMENT
U.S. AGREEMENT**

THIS STANDARD MERCHANT PAYMENT INSTRUMENT PROCESSING AGREEMENT (the "Agreement") is entered into by and between JPMorgan Chase Bank, N.A., a national banking association ("Member"), Paymentech, LLC, a Delaware limited liability company ("Paymentech"), and _____, an entity duly organized under the laws of the state of _____ ("Merchant").

WHEREAS, Member is a member of several Payment Brands and Paymentech is authorized, through Member, to process the Merchant's Transactions; and

WHEREAS, Merchant wishes to accept Payment Instruments from its Customers as a method of payment for goods or services offered by Merchant;

ACCORDINGLY, in consideration of the mutual promises made and the mutual benefits to be derived from this Agreement, Paymentech, Member, and Merchant agree to the following terms and conditions intending to be legally bound:

1. MERCHANT'S ACCEPTANCE OF PAYMENT INSTRUMENTS.

1.1 Exclusivity. During the term of this Agreement, Paymentech shall be Merchant's exclusive provider of all Transaction processing services (including, without limitation, the authorization, conveyance and settlement of Transactions), and Merchant shall not use the services of any bank, corporation, entity or person other than Paymentech for such services. Merchant shall submit to Paymentech Transaction Data generated from all of its Transactions via electronic data transmission according to Paymentech's formats and procedures throughout the term of this Agreement.

1.2 Certain Payment Acceptance Policies and Prohibitions.

(a) Each Transaction must be evidenced by its own Transaction Receipt completed in accordance with Payment Brand Rules.

(b) Merchant shall not require the Customer to pay the fees payable by Merchant under this Agreement.

(c) Merchant shall never issue Refunds for Transactions by cash or a cash equivalent (e.g., check) unless required by law or permitted by the Payment Brand Rules.

(d) Unless permitted by the Payment Brand Rules, Merchant shall not engage in any practice that unfavorably discriminates against or provides unequal treatment of any Payment Brand relative to any other Payment Brand.

(e) Except where expressly permitted by law or the Payment Brand Rules, Merchant shall not set a dollar amount above or below which Merchant refuses to honor otherwise valid Payment Instruments.

(f) Merchant shall examine each Payment Instrument physically presented at the point of sale to determine that the Payment Instrument presented is valid and has not expired. Merchant shall exercise reasonable diligence to determine that the authorized signature on any Payment Instrument physically presented at the point of sale corresponds to the Customer's signature on the Transaction Receipt.

(g) With respect to any Transaction for which a Customer is not physically present at the point of sale, such as in any on-line, mail, telephone, pre-authorized or recurring Transaction, Merchant must (i) have notified Paymentech on its Application, or otherwise obtained Paymentech's prior written approval, of Merchant's intention to conduct such Transactions; and (ii) have appropriate procedures in place to ensure that each Transaction is made to a purchaser who actually is the Customer. Merchant acknowledges that under certain Payment Brand Rules, Merchant cannot rebut a Chargeback where the Customer disputes making the purchase and Merchant does not have an electronic record (e.g., "swiping" or "tapping" a Payment Instrument) or physical imprint of the Payment Instrument.

(h) Merchant agrees to accept all categories of Visa and MasterCard Payment Instruments (i.e., debit and credit cards), unless Merchant has notified us on its Application or otherwise in writing of its election to accept one of the following "limited acceptance" options: (i) all Visa and MasterCard consumer credit cards and Visa and MasterCard commercial credit and debit cards; or (ii) Visa and MasterCard debit cards only (but no credit cards). Notwithstanding the election of one of the foregoing limited acceptance options, Merchant must honor all foreign bank-issued Visa or MasterCard Payment Instruments. If Merchant elects one of the limited acceptance categories: (Y) Merchant must display appropriate signage to indicate the limited acceptance category; and (Z) Paymentech, at its option, may process any Transactions submitted to Paymentech outside of the limited acceptance category, in which case such Transactions will be assessed the applicable interchange fees plus any additional fees/surcharges assessed by Paymentech or the Payment Brands.

(j) Merchant shall not split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs.

(k) Merchant shall not accept Payment Instruments for the purchase of scrip.

(l) Merchant shall not require a Customer to complete a postcard or similar device that includes the Customer's Payment Instrument account number, expiration date, or any other account data in plain view when mailed.

(m) Merchant shall not add any tax or surcharge to Transactions, unless applicable law expressly requires a Merchant be permitted to impose the tax or surcharge. If any tax or surcharge amount is allowed, such amount shall be included in the Transaction amount and shall not be collected separately.

(n) Merchant shall not request or use a Payment Instrument account number for any purpose except as payment for its goods or services, unless required by the Payment Brand Rules in order to support specific services offered by the Payment Brands.

1.3 Payment Brand Rules. Merchant agrees to comply with (a) all Payment Brand Rules as may be applicable to Merchant and in effect from time to time; and (b) such other procedures as Paymentech may from time to time prescribe for the creation or transmission of Transaction Data.

1.4 Requirements for Certain Transactions. As to all Transactions, Merchant represents and warrants that, to the best of its knowledge:

(a) The Transaction Data (i) represents a payment for or Refund of a bona fide sale or lease of the goods, services, or both, which Merchant has provided in the ordinary course of its business, as represented in its Application; and (ii) is not submitted on behalf of a third party.

(b) The Transaction Data represents an obligation of the Customer for the amount of the Transaction.

(c) The Transaction is not for any purpose other than payment for the current Transaction. The Transaction does not represent the collection of a dishonored check or the collection or refinancing of an existing debt. The Transaction does not represent payment for a previous Transaction or charge incurred at the Merchant or a Transaction that was previously charged back by the Customer, irrespective of Customer consent or approval.

(d) Except as specifically stated in Merchant's Application or otherwise approved in writing by Paymentech in advance, with respect to any prepayment for services or full prepayment for custom-ordered merchandise manufactured to the Cardholder's specifications, at the time Merchant accepts a Payment Instrument for any goods or services, the goods have been provided or shipped or the services actually rendered to the Customer. For approved prepayments, Merchant must advise the Customer (i) that payment is being made in advance of the shipment or provision of goods or services; and (ii) the time when shipment or provision of the goods or services is expected.

(e) The Transaction Data is free from any material alteration not authorized by the Customer.

(f) The amount charged for the Transaction is not subject to any dispute, setoff, or counterclaim.

(g) Merchant has not disbursed or advanced any cash to the Customer (except as authorized by the Payment Brand Rules) or itself or to any of its representatives, agents, or employees in connection with the Transaction, nor has Merchant accepted payment for effecting credits to a Customer.

(h) The goods or services related to each Transaction are Merchant's property or Merchant has the legal right to sell them.

(i) Merchant has made no representation or agreement for the issuance of Refunds except as stated in Merchant's Refund Policy, which has been previously submitted to Paymentech in writing as provided in Section 3, and which is available to the Customer.

(j) Any Transaction submitted to Paymentech to credit a Customer's account represents a Refund for a Transaction previously submitted to Paymentech.

(k) Merchant has no knowledge or notice of information that would lead Merchant to believe that the enforceability or collectibility of the Transaction is in any manner impaired. Merchant has originated the Transaction and Transaction Data in compliance with this Agreement, applicable laws and all applicable Payment Brand Rules.

(l) Unless specifically stated in its Application or otherwise approved in writing by Paymentech in advance, Merchant shall not accept Payment Instruments in connection with installment plans. If the Customer pays in installments or on a deferred payment plan, as previously approved by Paymentech, a Transaction Data record has been prepared separately for each installment transaction or deferred payment on the dates the Customer agreed to be charged. All installments and deferred payments, whether or not they have been submitted to Paymentech for processing, shall be deemed to be a part of the original Transaction.

(m) Merchant has not submitted any Transaction that Merchant knows or should have known to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules.

(n) For recurring Transactions, Merchant must (i) obtain the Customer's consent to periodically charge the Customer on a recurring basis for the goods or services purchased; (ii) retain this permission for the duration of the recurring services and provide it upon request to Paymentech or the issuing bank of the Customer's Payment Instrument; and (iii) retain written documentation specifying the frequency of the recurring charge and the duration of time during which such charges may be made. Merchant shall not submit any recurring transaction after receiving: (i) a cancellation notice from the Customer; or (ii) notice from Paymentech or any Payment Brand (via authorization code or otherwise) that the Payment Instrument is not to be honored. Merchant shall include in its Transaction Data the electronic indicator that the Transaction is a recurring Transaction.

1.5 Stored Value Card Transactions. As to all Stored Value Card Transactions, if any, in addition to any representations and warranties previously made, Merchant agrees to:

(a) comply with all applicable laws relating to Stored Value Card Transactions, and indemnify and hold Paymentech harmless from any loss, damage, or claim relating to or arising out of any failure to comply with applicable laws in connection therewith;

(b) be responsible for ensuring that all Stored Value Cards require activation at the point of sale;

(c) provide immediate written notification to Paymentech of any Stored Value Card fraud losses immediately;

(d) be solely responsible for any and all value adding and fraud losses and expenses relating to or arising from Merchant's Stored Value Card Transactions;

(e) discourage transportation of groups of sequentially numbered gift cards;

(f) deactivate or otherwise remove all value from Stored Value Cards that have been compromised; and

(g) be responsible for any fraudulent transactions involving Merchant's Stored Value Cards, including, without limitation, the unauthorized activation of Stored Value Cards, reloading of existing Stored Value Cards (whether pursuant to a manual telephone order or otherwise) with additional value, or the unauthorized replication of Stored Value Cards or Stored Value Card data for fraudulent Transactions.

2. AUTHORIZATIONS. Merchant is required to obtain an authorization code through Paymentech, in accordance with this Agreement, for each Transaction. Merchant acknowledges that authorization of a Transaction indicates that the Payment Instrument (a) contains a valid account number; and (b) has an available credit balance sufficient for the amount of the Transaction; but, it does not constitute a representation from Paymentech, a Payment Brand, or a card issuing bank that a particular Transaction is in fact a valid or undisputed Transaction entered into by the actual Customer. Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant unless it includes a proper authorization.

3. REFUND AND ADJUSTMENT POLICIES AND PROCEDURES; PRIVACY POLICIES.

3.1 Refund Policy. Merchant is required to maintain a Refund Policy and to disclose such Refund Policy to Paymentech and Customers. Any material change in Merchant's Refund Policy must be submitted to Paymentech, in writing, not less than 14 days prior to the effective date of such change. Paymentech reserves the right to refuse to process any Transactions made subject to a revised Refund Policy of which Paymentech has not been notified in advance. To the extent that Merchant operates an electronic commerce website through which Transaction Data is generated, Merchant must include its Refund Policy on the website in accordance with Payment Brand Rules.

3.2 Procedure for Refund Transactions. If, under Merchant's Refund Policy, Merchant allows a Refund, Merchant shall prepare and deliver to Paymentech Transaction Data reflecting any such Refund within three (3) days of approving the Customer's request for such Refund. The amount of a Refund cannot exceed the amount shown as the total on the original Transaction Data except by the exact amount required to reimburse the

Customer for shipping charges that the Customer paid to return merchandise. Merchant shall not accept any payment from a Customer as consideration for issuing a Refund. Merchant shall not give cash (or cash equivalent) refunds to a Customer in connection with a Transaction, unless required by law or permitted by the Payment Brand Rules.

3.3 Customer Data Protection Policies. To the extent that Merchant operates an electronic commerce website through which Transaction Data is generated, in addition to any requirements otherwise set forth in this Agreement, Merchant shall display the following on its website: (a) its Customer data privacy policy; (b) a description of its security capabilities and policy for transmission of Payment Instrument Information; and (c) the address of Merchant's fixed place of business (regardless of website or server locations). Furthermore, Merchant must offer its Customers a data protection method such as 3-D Secure or Secure Sockets Layer (SSL).

4. SETTLEMENT.

4.1 Submission of Transaction Data. Failure to transmit Transaction Data to Paymentech within one (1) business day following the day that such Transaction originated could result in higher interchange fees and other costs, as well as increased Chargebacks. Unless Merchant has notified Paymentech on its Application or Paymentech has otherwise agreed in writing in advance, Merchant shall not submit Transactions for processing until (a) the Transaction is completed; (b) the goods are delivered or shipped; (c) the services are performed; or (d) Merchant has obtained the Customer's consent for a recurring Transaction. Paymentech may from time to time contact Customers to verify that they have received goods or services for which Transactions have been submitted. Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant if Paymentech reasonably believes that the Transaction may be uncollectible from the Customer or was prepared in violation of any provision of this Agreement, applicable law, or the Payment Brand Rules. For all Transactions, Paymentech will submit Merchant's Transaction Data to the applicable Payment Brands.

4.2 Merchant's Settlement Account. In order to receive funds from Paymentech, Merchant must designate and maintain one or more accounts used primarily for business purposes at a bank that is a member of the Automated Clearing House system or the Federal Reserve wire system (collectively referred to as "Settlement Account"). During the term of this Agreement, and thereafter until Paymentech notifies Merchant that all amounts due from Merchant under this Agreement have been paid in full, Merchant shall not close its Settlement Account without giving Paymentech at least five (5) days' prior written notice and substituting another Settlement Account. Merchant is solely liable for all fees, costs, and overdrafts associated with the Settlement Account. Merchant authorizes Paymentech to initiate electronic credit and debit entries and adjustments to the Settlement Account at any time without regard to the source of any monies in the Settlement Account, and this authority will remain in full force and effect until Paymentech notifies Merchant that all amounts due from Merchant under this Agreement have been paid in full. Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by the Payment Brands or Merchant's bank.

4.3 Conveyed Transactions. For Conveyed Transactions Merchant shall have a valid agreement in effect with the applicable Payment Brand. If Merchant submits Conveyed Transactions to Paymentech and Merchant does not have a valid agreement with the applicable Payment Brand, Paymentech may, but shall not be obligated to, submit such Transaction Data to the applicable Payment Brand and to share with them information about Merchant (from the Application or otherwise) as may be required to approve Merchant's acceptance of the Payment Brand's Payment Instrument. Payment of proceeds due Merchant for Conveyed Transactions shall be governed by the agreement Merchant has with the applicable Payment Brand, and Paymentech does not bear any responsibility for their performance thereunder, including, without limitation, the funding and settlement of Merchant's Conveyed Transactions.

4.4 Transfer of Transaction Settlement Funds. Subject to Section 4.3, for all Transactions, Paymentech will submit Merchant's Transaction Data to the applicable Payment Brand. Promptly after Paymentech receives funds for Settled Transactions from the Payment Brands, Paymentech will provisionally fund the Settlement Account. The proceeds payable to Merchant shall be equal to the amounts submitted by Merchant in connection with its Transaction Data minus the sum of the following: (a) all fees, charges, and other amounts described on Schedule A or that Merchant has otherwise agreed to pay; (b) all Refunds and Chargebacks; (c) all Reserve Account (as defined in Section 4.6) amounts; (d) all fees, charges, fines, assessments, penalties, or other liabilities that may be imposed on Paymentech or Member from time to time by the Payment Brands and all related costs and expenses incurred by Paymentech. Merchant agrees that all amounts are due and payable as provided in this Agreement. In the event Paymentech does not deduct such amounts from Merchant's proceeds when such amounts are due and payable, Merchant agrees to pay all such amounts to Paymentech immediately without any deduction or offset. Additionally, Paymentech may debit the Settlement Account or Merchant's Reserve Account for such amounts at any time.

4.5 Negative Amounts. Merchant shall maintain sufficient funds in the Settlement Account to prevent the occurrence of a negative balance. In the event that the proceeds from Merchant's Settled Transactions or the balance of Merchant's Settlement Account are not sufficient to pay amounts due under this Agreement, in addition to any other rights and remedies Paymentech may have under this Agreement, Paymentech may pursue one or more of the following options:

- (a) demand and receive immediate payment for such amounts;
- (b) debit the Settlement Account for the amount of the negative balance;
- (c) apply funds held in the Reserve Account against the negative amount; and
- (d) withhold all or some of Merchant's Settlement funds and apply them against the negative amount.

Furthermore, if the amount represented by Merchant's Transaction Data in any day is negative due to Refunds or credits being submitted by Merchant in excess of its proceeds from Transactions, Merchant shall immediately provide Paymentech with sufficient funds to prevent the occurrence of a negative balance.

4.6 Reserve Account. At any time and from time to time Paymentech may temporarily suspend or delay payments to Merchant and/or designate an amount of funds that Paymentech must maintain in order to protect itself against anticipated risks, including, without limitation, risks associated with Chargebacks, fines, fees or penalties assessed against Paymentech or Member by any of the Payment Brands arising out of or relating to Merchant's Transactions, Chargebacks or failure to comply with the Payment Brand Rules or the Security Standards (all such risks herein referred to as "Anticipated Risks" and such funds being hereinafter referred to as the "Reserve Account"), which may be funded in the same manner as provided for negative balances in Section 4.5. The Reserve Account will contain sufficient funds to cover any unbilled processing costs plus Paymentech's estimated exposure based on reasonable criteria for Chargebacks, Refunds, unshipped goods and/or unfulfilled services, and all additional

Anticipated Risks. Paymentech may (but is not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to Merchant against, the satisfaction of any amounts which are or may become due from Merchant pursuant to this Agreement. Funds in the Reserve Account will be held and controlled by Paymentech, will not bear interest, and may be commingled with other funds. Effective upon Paymentech's establishment of a Reserve Account, Merchant irrevocably grants to Paymentech a security interest in any interest Merchant may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in the Reserve Account and that would otherwise be payable to Merchant pursuant to the terms of this Agreement. Merchant agrees to execute and deliver to Paymentech such instruments and documents that Paymentech may reasonably request to perfect and confirm the security interest in the Reserve Account funds. Upon (i) satisfaction of all of Merchant's obligations under this Agreement; and (ii) Merchant's execution of documents reasonably requested by Paymentech in connection with the return of any Reserve Account funds, Paymentech will pay to Merchant any funds then remaining in the Reserve Account.

5. **ACCOUNTING.** Paymentech will supply a detailed statement reflecting the activity of Merchant's account(s) by online access (or otherwise if agreed to by both parties) and Merchant shall ensure that any online access to such statements is secure. If Merchant believes any adjustments should be made with respect to Merchant's Settlement Account, Merchant must notify Paymentech in writing within 90 days after any such adjustment is or should have been effected.

6. **RETRIEVAL REQUESTS.** In order to comply with Retrieval Requests, Merchant shall store and retain Transaction Data and Transaction Receipts in compliance with the Payment Brand Rules, including any time frames set forth therein. Within seven (7) days (or such shorter time as the Payment Brand Rules may require) of Paymentech sending Merchant a Retrieval Request, Merchant must provide to Paymentech, via certified or overnight mail or by confirmed fax, (a) written resolution of Merchant's investigation of such Retrieval Request; and (b) legible copies of any supporting documentation requested or required by the Retrieval Request. Merchant acknowledges that failure to fulfill a Retrieval Request timely and in accordance with Payment Brand Rules may result in an irreversible Chargeback.

7. **CHARGEBACKS.**

7.1 **Chargeback Reasons.** Merchant has full liability for all Chargebacks. Following are some of the most common reasons for Chargebacks:

- (a) Merchant fails to issue a Refund to a Customer upon the return or non-delivery of goods or services;
- (b) A required authorization/approval code was not obtained;
- (c) The Transaction Data was prepared incorrectly or fraudulently;
- (d) Paymentech did not receive Merchant's response to a Retrieval Request in accordance with Section 6;
- (e) The Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
- (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; or
- (g) The credit or debit card comprising the Payment Instrument was not actually presented at the time of the Transaction or Merchant failed to obtain an electronic record or physical imprint of such Payment Instrument, and the Customer denies making the purchase.

7.2 **Response to Chargebacks.** If Merchant has reason to dispute or respond to a Chargeback, then Merchant must do so by the date provided on the applicable Chargeback notice. Paymentech will not investigate or attempt to obtain a reversal or other adjustment to any Chargeback if Merchant has not timely responded to the notice.

7.3 **Excessive Chargebacks.** If Merchant is receiving an excessive amount of Chargebacks, as determined by the Payment Brands from time to time, in addition to Paymentech's other remedies under this Agreement, Paymentech may take one or more of the following actions: (a) review Merchant's internal procedures relating to acceptance of Payment Instruments and notify Merchant of new procedures Merchant should adopt in order to avoid future Chargebacks; (b) notify Merchant of a new rate Paymentech will charge to process Merchant's Chargebacks; or (iii) establish a Reserve Account. Merchant also agrees to pay any and all penalties, fees, fines, and costs assessed against Merchant, Paymentech, and/or Member relating to Merchant's violation of this Agreement or the Payment Brand Rules with respect to Merchant's acceptance of Payment Instruments, its Transactions, or with respect to excessive Chargebacks under this Section.

7.4 **Claims of Customers.** Following a Chargeback, Merchant may resubmit applicable Transaction Data for a second presentment, but only in accordance with Payment Brand Rules. To the extent Paymentech has paid or may be called upon to pay a Chargeback or Refund for or on the account of a Customer and Merchant does not reimburse Paymentech as provided in this Agreement, then for the purpose of Paymentech obtaining reimbursement of such sums paid or anticipated to be paid, Paymentech has all of the rights and remedies of such Customer under applicable federal, state, or local laws and Merchant authorizes Paymentech to assert any and all such claims in its own name for and on behalf of any such Customer individually or all such Customers as a class.

8. **DISPLAY OF PAYMENT BRAND MARKS.** Merchant is prohibited from using the Payment Brand Marks, as defined below (sometimes referred to herein as "Marks"), other than as expressly authorized by Paymentech in writing or by the Payment Brands. Payment Brand Marks mean the brands, emblems, trademarks and/or logos that identify a Payment Brand. Additionally, Merchant shall not use the Payment Brand Marks other than to display decals, signage, advertising, and other forms depicting the Payment Brand Marks that are provided to Merchant (a) by the Payment Brands; (b) by Paymentech pursuant to this Agreement; or (c) as otherwise approved in writing by Paymentech. Merchant may use the Payment Brand Marks only to promote the services covered by the Marks by using them on decals, indoor and outdoor signs, advertising materials, and marketing materials; provided, that all such uses by Merchant must be approved by Paymentech and consistent with Payment Brand Rules. Merchant shall not use the Payment Brand Marks in any way that Customers could believe that the goods or services offered by Merchant are sponsored, endorsed, or guaranteed by the owners of the Payment Brand Marks. Merchant recognizes that it has no ownership rights in the Payment Brand Marks. Merchant shall not assign the rights to use the Payment Brand Marks to any third party. Merchant's right to use the Payment Brand Marks hereunder terminates with the termination of this Agreement.

9. **FEES; ADJUSTMENTS.**

9.1 **Schedule A.** Merchant shall pay all applicable fees for all Transactions, which shall be calculated and payable pursuant to this Agreement. Merchant acknowledges that the fees stated in Schedule A are based upon the assumption that Merchant's Transactions will qualify for certain

interchange rates as determined in each case by the applicable Payment Brand. If any of Merchant's Transactions fail to qualify for such interchange rates, Paymentech shall process each such Transaction at the applicable interchange rate determined by the applicable Payment Brand. Unless otherwise indicated on Schedule A, Merchant shall be solely responsible for all communication expenses required to facilitate the transmission of all Transaction Data to Paymentech. Fees payable under this Agreement that contain a fraction of a cent will be rounded up to the next full cent.

9.2 Price Adjustments. Fees set forth in this Agreement are based upon Merchant's annual volume, average Transaction size, and other information provided by Merchant or contained in this Agreement. Paymentech may modify the pricing provisions in this Agreement with 30 days' prior written notice to Merchant. Furthermore, the fees set forth on Schedule A and any additional pricing supplements may be adjusted to reflect increases by Payment Brands in interchange, assessments, or other Payment Brand fees, additional fees imposed by the Payment Brands, or increases in third party fees identified in this Agreement. Merchant shall pay all such fees, as so adjusted. Each such adjustment shall become effective upon the date the corresponding increase or additional fee is implemented by the Payment Brand or third party provider.

10. TERMINATION.

10.1 Term. This Agreement takes effect upon the earlier of (a) Paymentech's signature hereto; or (b) the date Paymentech processes Merchant's first Transaction submitted pursuant to this Agreement and continues for five (5) years from such date. Unless otherwise terminated by either party as provided in this Agreement, this Agreement will automatically renew for successive one-year terms. Either party may give notice of non-renewal of this Agreement in writing no more than 90 days and no less than 30 days prior to any expiration date.

10.2 Merchant Termination. Merchant may terminate this Agreement for cause if Paymentech's services provided under this Agreement fail to conform to generally accepted standards for such services in the payment processing industry. In such event, Merchant's sole remedy for such failure shall be that, upon written notice from Merchant specifying the failure of performance, Paymentech will rectify such failure of performance. If Paymentech does not rectify its failure of performance within thirty days after receipt of written notification, then Merchant may terminate this Agreement upon thirty (30) days' written notice to Paymentech. **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES FURTHER AGREE AND ACKNOWLEDGE THAT IF (A) MERCHANT TERMINATES THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE APPLICABLE TERM OF THE AGREEMENT OTHER THAN AS PERMITTED; OR (B) PAYMENTECH TERMINATES THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE APPLICABLE TERM OF THE AGREEMENT DUE TO MERCHANT'S BREACH OF THIS AGREEMENT, THEN PAYMENTECH WILL SUFFER A SUBSTANTIAL INJURY THAT IS DIFFICULT OR IMPOSSIBLE TO ACCURATELY ESTIMATE. ACCORDINGLY, IN AN EFFORT TO LIQUIDATE IN ADVANCE THE SUM THAT SHOULD REPRESENT THE DAMAGES WHICH WOULD ACTUALLY BE SUSTAINED BY PAYMENTECH, THE PARTIES HAVE AGREED THAT THE AMOUNT CALCULATED IN THE MANNER SPECIFIED BELOW IS A REASONABLE ESTIMATE OF PAYMENTECH'S PROBABLE LOSS FOR WHICH MERCHANT SHALL PAY TO PAYMENTECH AS A TERMINATION FEE.** Any recovery pursuant to this Section 10.4 shall in no way limit Merchant's financial obligations under this Agreement, including, without limitation, Merchant's obligation with respect to fees, fines, penalties, returns, refunds, assessments, Chargebacks, and Reserve Account.

The termination fee amount shall be the product of (i) the Average Net Monthly Fees, as defined below; and (ii) the number of months, including any pro rata portion of a month, then remaining in the initial term or any renewal term, as applicable. The Average Net Monthly Fees shall equal one-sixth of the fees payable pursuant to this Agreement (net of interchange and assessments) during the 6 months immediately preceding the earliest of (X) the date Paymentech receives notice from Merchant of its intention to terminate this Agreement early; or (Y) the date Paymentech learns of Merchant's early termination in violation of this Agreement; or (Z) the date this Agreement is terminated early pursuant to subsection 10.2. If the Agreement has been in place less than 6 months, the Average Net Monthly Fees shall equal the average monthly fees (net of interchange and assessments) that Paymentech would have received based upon Merchant's representations on its Application, Schedule A, or otherwise. Termination fees shall be paid, to the extent possible, according to the same methods for collecting amounts due under Section 4.5 of this Agreement. All amounts payable hereunder by Merchant to Paymentech shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Merchant. **IN THE EVENT THE PAYMENT OF SUCH TERMINATION FEE IS LIMITED BY APPLICABLE LAW, THE AMOUNT PAYABLE TO PAYMENTECH PURSUANT TO THIS SECTION SHALL BE LIMITED TO THE MAXIMUM AMOUNT PERMITTED UNDER APPLICABLE LAW.**

10.3 Paymentech Termination. Paymentech may terminate this Agreement at any time upon written notice to Merchant as a result of any of the following events:

- (a) any transfer or assignment in violation of Section 15.4 of this Agreement;
- (b) irregular Transactions by Merchant, excessive Chargebacks, or any other circumstances which, in Paymentech's discretion, may increase Paymentech's or Member's exposure for Merchant's Chargebacks or otherwise present an Anticipated Risk to Paymentech;
- (c) any representation or warranty in this Agreement is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made;
- (d) Merchant fails in any material respect to perform any of its obligations with respect to the funding or establishing of a Reserve Account, as detailed in Section 4.6;
- (e) material breach of Section 1.1;
- (f) Merchant fails in any material respect in performance or observance of any term, covenant, condition, or agreement contained in this Agreement, including, without limitation, compliance with Payment Brand Rules and Security Standards;
- (g) a case or other proceeding shall be commenced by or against Merchant in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator, or the like of Merchant, or of all or any substantial part of the assets, domestic or foreign, of Merchant, and such case or proceeding shall continue undismissed or unstayed for a period of 60 consecutive days, or an order granting the relief requested in such case or proceeding against Merchant (including, without limitation, an order for relief under the Bankruptcy Code) shall be entered;
- (h) Paymentech, in its sole reasonable discretion, deems Merchant to be financially insecure;
- (i) any Payment Brand either notifies Paymentech or Member that it is no longer willing to accept Merchant's Transaction Data; or requires Paymentech or Member to terminate or limit this Agreement;
- (j) Merchant or any person owning or controlling Merchant's business is listed in one or more databases of terminated or high risk merchants maintained by the Payment Brands;

(k) Merchant engages in conduct that creates or could tend to create harm or loss to the goodwill of any Payment Brand, Paymentech, or Member;

(l) for a period of more than 60 consecutive days, Merchant does not transmit Transaction Data to Paymentech; or

(m) Merchant fails to comply with Section 15.15 of this Agreement.

In addition to the remedies above and any rights Paymentech may have under this Agreement, Paymentech may suspend the processing of some or all of Merchant's Transactions upon: (a) receipt by Paymentech of notice that a Payment Brand intends to impose any fine or penalty as a result of excessive Chargebacks or Merchant's acts or omissions; or (b) receipt by Paymentech of objections or concerns expressed by a Payment Brand which render Paymentech's continued processing of Merchant's Transactions unduly burdensome, impractical, or risky. If this Agreement is terminated by Paymentech for Merchant's default hereunder, Merchant acknowledges that Paymentech may be required to report Merchant's business name and the names and other identification of its principals to the Payment Brands. Merchant expressly agrees and consents to such reporting in the event Merchant is terminated for any reason specified, and Merchant agrees to waive and hold Paymentech harmless from and against any and all claims which Merchant may have as a result of such reporting

10.4 Account Activity After Termination; Termination Reserve. The provisions governing processing and settlement of Transactions, all related adjustments, fees and other amounts due from Merchant, and the resolution of any related Chargebacks, disputes, or other issues involving Transactions, will continue to apply even after termination of this Agreement, with respect to all Transactions made prior to such termination or after such termination, as described below. After termination of this Agreement for any reason whatsoever, Merchant shall continue to bear total responsibility for all Chargebacks, fees, fines, assessments, credits, and adjustments resulting from Transactions processed pursuant to this Agreement and all other amounts then due or which thereafter may become due to Paymentech under this Agreement or which may be due to Paymentech before or after such termination to either Paymentech or Member. If Merchant submits Transaction Data to Paymentech after the date of termination, Paymentech may, at its sole discretion and without waiving any of its rights or remedies under this Agreement, process such Transaction Data in accordance with and subject to all of the terms of this Agreement.

Upon notice of termination of this Agreement, Paymentech may estimate the aggregate dollar amount of anticipated Chargebacks, Refunds and Anticipated Risks that Paymentech reasonably anticipates subsequent to termination, and Merchant agrees to immediately deposit such amount in its Settlement Account, or Paymentech may withhold such amount from Merchant's settlement funds in order to establish a Reserve Account pursuant to and governed by the terms and conditions of this Agreement.

11. INDEMNIFICATION. Merchant agrees to indemnify Paymentech, Member, the Payment Brands, and their respective affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, Paymentech's costs, expenses, and reasonable attorneys' fees) arising out of any claim, complaint, or Chargeback (a) made or claimed by a Customer with respect to any Transaction or Transaction Data submitted by Merchant; (b) caused by Merchant's noncompliance with this Agreement or the Payment Brand Rules (including without limitation any breach of a representation or warranty made by Merchant or Merchant's failure to comply with the Security Standards); (c) resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or (d) related to Merchant's placement or the placement of any person owning or controlling Merchant's business in one or more databases of terminated or high risk merchants maintained by the Payment Brands. The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by Paymentech's own negligence or willful misconduct. The indemnification provided under this Section 11 shall survive the termination of this Agreement.

12. TRANSACTION DATA AND PAYMENT INSTRUMENT INFORMATION; PAYMENT CARD INDUSTRY COMPLIANCE.

12.1 Merchant financial information, Transaction Data, and other information that Merchant provides to Paymentech may be shared by Paymentech with its affiliates. Paymentech will not otherwise disclose or use such information for any purpose whatsoever other than (i) as necessary to process Merchant's Transactions or otherwise provide services and maintain Merchant's account pursuant to this Agreement; (ii) to detect, prevent, reduce, or otherwise address fraud, security, or technical issues; (iii) to enhance or improve Paymentech's products and services generally; or (iv) as otherwise required or permitted by the Payment Brands or applicable law. Paymentech may prepare, use, and/or share with third parties, aggregated, non-personally identifiable information derived from Transaction Data of all of Paymentech's customers or specific segments of Paymentech's customers.

12.2 Payment Card Industry Compliance. Merchant acknowledges and understands the importance of compliance with the Security Standards, such as those relating to the storage and disclosure of Transaction Data and Payment Instrument Information. Therefore, Merchant shall exercise reasonable care to prevent disclosure or use of Payment Instrument Information, other than (a) to Merchant's agents and contractors for the purpose of assisting Merchant in completing a Transaction; (b) to the applicable Payment Brand; or (c) as specifically required by law. Furthermore, Merchant acknowledges and understands that its use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to Merchant by Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

Merchant is allowed by the Payment Brand Rules to store only certain Payment Instrument Information (currently limited to the Customer's name, Payment Instrument account number, and expiration date) and is prohibited from storing additional Payment Instrument Information, including, without limitation, any security code data, such as CVV2, CVC2, and PIN data, and any magnetic stripe track data. Merchant shall store all media containing Payment Instrument Information in an unreadable format wherever it is stored and in an area limited to selected personnel on a "need to know" basis only. Prior to either party discarding any material containing Payment Instrument Information, the party will render the account numbers unreadable in accordance with the requirements of the Security Standards. If at any time Merchant determines or suspects that Payment Instrument Information has been compromised Merchant must notify Paymentech immediately and assist in providing notification to such parties as may be required by law or Payment Brand Rules, or as Paymentech otherwise reasonably deems necessary. Merchant information may be shared by Paymentech with its affiliates and with the Payment Brands subject to the provisions of this Agreement and Payment Brand Rules.

Merchant agrees to comply with all Security Standards, as defined in Section 17. Merchant further agrees to provide Paymentech, upon its request, with such tests, scans, and assessments of Merchant's compliance with Security Standards as may from time to time be required by the Payment Brands.

Merchant must notify Paymentech of its use of any Service Provider and, to the extent required by each Payment Brand all Service Providers must be (w) compliant with all Security Standards applicable to Service Providers; and (x) registered with and/or recognized by such Payment Brand(s) as being so compliant. Merchant agrees to exercise due diligence to ensure that all Service Providers, and any other agents, business partners, contractors, or subcontractors with access to Merchant's Payment Instrument Information, maintain compliance with the Security Standards. To the extent required by each Payment Brand, all Payment Applications, or software involved in processing, storing, receiving, or transmitting of Payment Instrument Information, shall be (y) compliant with all Security Standards applicable to such Payment Applications or software; and (z) registered with and/or recognized by such Payment Brand(s) as being so compliant.

Merchant understands that failure to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any Payment Instrument Information, may result in assessments, fines, and/or penalties by the Payment Brands, and Merchant agrees to indemnify and reimburse Paymentech immediately for any such assessment, fine, or penalty imposed on Paymentech or the Member and any related loss, cost, or expense incurred by Paymentech or the Member. If any Payment Brand requires a forensic examination of Merchant or any of Merchant's Service Providers, agents, business partners, contractors, or subcontractors due to a Data Compromise Event or suspected event, Merchant agrees to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Payment Brand. Notwithstanding the foregoing, the Payment Brands may directly, or demand that Paymentech, engage an examiner on behalf of the Merchant in order to expedite the investigation of the Data Compromise Event or suspected event. In either scenario, Merchant agrees to pay for all costs and expenses related to such forensic examination, including all of Paymentech's reasonable attorneys' fees and other costs relating to such forensic examination.

By executing this Agreement, Merchant represents that, in the event of its failure, including bankruptcy, insolvency, or other suspension of business operations, Merchant shall not sell, transfer, or disclose to third parties any materials that contain Transaction Data or Payment Instrument Information. Upon request, Merchant must return such information to Paymentech or provide Paymentech with acceptable proof of its destruction.

13. INFORMATION ABOUT MERCHANT AND MERCHANT'S BUSINESS.

13.1 Additional Financial Information. Upon five (5) days' written notice at any time, Merchant and each Guarantor (if any) agrees to furnish to Paymentech all reasonable financial statements and information as Paymentech may request relating to Merchant and each Guarantor, as well as their parents, subsidiaries and affiliated entities

13.2 Audit Rights. With prior notice and during Merchant's normal business hours, Paymentech's duly authorized representatives may visit Merchant's business premises and may examine Merchant's books and records that pertain to Merchant's Transactions or Merchant's compliance with this Agreement.

13.3 Other Information. Merchant agrees to provide Paymentech at least 30 days' prior written notice of its intent to change current product lines or services, Merchant's trade name, or the manner in which Merchant accepts Payment Instruments. If Paymentech determines such a change is material to its relationship with Merchant, Paymentech may refuse to process Transaction Data made subsequent to the change or terminate this Agreement. Merchant agrees to provide Paymentech with prompt written notice if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Merchant's signature on this Agreement authorizes Paymentech to perform any credit check deemed necessary with respect to Merchant. Merchant will also provide Paymentech with prompt written notice of (i) any adverse change in Merchant's financial condition, (ii) any planned or anticipated liquidation or substantial change the basic nature of Merchant's business, (iii) any transfer or sale of any substantial part (25% or more in value) of Merchant's total assets, or (iv) if Merchant or Merchant's parent is not a corporation whose shares are listed on a national securities exchange or on the over-the-counter market, any change in the control or ownership of Merchant or Merchant's parent. Merchant will also notify Paymentech of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of Merchant's total assets not later than three days after Merchant obtains knowledge of any such judgment, writ, warrant of attachment, execution or levy.

14. DISCLAIMER; LIMITATION OF DAMAGES. Subject to Section 5, Paymentech will, at its own expense, correct any Transaction Data to the extent that such errors have been caused by Paymentech or by malfunctions of Paymentech's processing systems. Under no circumstances will Paymentech's financial responsibility for its failure of performance under this Agreement exceed the total fees paid to Paymentech under this Agreement (net of Payment Brand fees, third party fees, interchange, assessments, penalties, and fines) for the six months prior to the time the liability arose. **EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, AND EXCEPT WITH RESPECT TO MERCHANT'S FAILURE TO COMPLY WITH THE SECURITY STANDARDS, IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGE TO DATA TRANSMITTED ELECTRONICALLY IN CONNECTION WITH THIS AGREEMENT. ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.**

15. MISCELLANEOUS.

15.1 Taxes. Unless Merchant is otherwise exempt, and, if applicable, provides a valid exemption certificate, Merchant agrees to pay any taxes imposed on the services, equipment, supplies, and other property provided under this Agreement, and Merchant authorizes Paymentech to increase the amount collected from Merchant to reflect any and all assessments or increases in the sales, use, occupational, property, lease, or other taxes imposed on such sale or lease of services, tangible property, intellectual property, equipment, supplies, and other goods purchased.

15.2 Section Headings. The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

15.3 Assignment. Any transfer or assignment of this Agreement by Merchant, by operation of law, merger, or otherwise without Paymentech's prior written consent is null and void. In the event of such transfer or assignment, the party to whom the Agreement was transferred or assigned shall be

bound to the terms and conditions of this Agreement to the same extent as if Paymentech, Member and such assignee or transferee, as the case may be, entered into an agreement identical to this Agreement on the effective date of such transfer or assignment. Furthermore, Merchant shall indemnify and hold Paymentech and Member harmless from all liabilities, Chargebacks, expenses, costs, fees, and fines arising in connection with the submission of Transaction Data to Paymentech by such transferee or assignee. For purposes of this Agreement any transfer of voting control of Merchant or its parent, or the sale of all or substantially all of Merchant's assets, shall be considered an assignment or transfer hereof. Upon notice to Merchant, another Payment Brand member may be substituted for Member under whose sponsorship this Agreement is performed and for whom Paymentech is acting as agent hereunder. Subject to Payment Brand Rules, Paymentech may assign or transfer this Agreement and its rights and obligations hereunder and may delegate its duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without notice to or consent of Merchant. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Agreement.

15.4 Parties; Independent Contractor. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, representatives, and permitted successors and assigns. Merchant agrees that it is responsible for its employees' actions. In providing services to Merchant, Paymentech will not be acting in the capacity of agent, partner, or joint venturer; Paymentech is acting solely as an independent contractor.

15.5 Representations. Merchant represents and warrants that statements made on its Application are true as of the date of this Agreement. Merchant represents and warrants that its execution of and performance under this Agreement (a) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement between Merchant and any third party or any affiliated entity; (b) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and (c) that the person signing this Agreement on behalf of Merchant is duly authorized to do so. Merchant shall perform its obligations under this Agreement in compliance with all applicable laws.

15.6 Publicity. Each party agrees that any other party may publicly disclose, through press releases or otherwise, the existence of the business relationship that is the subject of this Agreement. Any such disclosure may identify the parties by name but shall not, without the prior written consent of the non-disclosing party, include any of the terms of this Agreement.

15.7 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Payment Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

15.8 Waivers. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

15.9 Entire Agreement. The Payment Brand Rules, Application, taxpayer identification and certification documentation, and all schedules, supplements, and attachments to this Agreement are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Paymentech with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Agreement it has not relied on any statement of Paymentech or its representatives. This Agreement shall prevail over any conflicting terms of any agreement governing the Settlement Account.

15.10 Notices. Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed) to the addresses set forth below or to such other address as either party may from time to time specify to the other party in writing.

15.11 Governing Law; Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in Dallas County, Dallas, Texas. **PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION. WITH BINDING ARBITRATION MERCHANT ACKNOWLEDGES AND AGREES THAT (i) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST PAYMENTECH, MEMBER, OR RELATED THIRD PARTIES; (ii) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST PAYMENTECH, MEMBER OR RELATED THIRD PARTIES; (iii) MERCHANT IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST PAYMENTECH, MEMBER AND/OR RELATED THIRD PARTIES.** Any claim, dispute, or controversy ("Claim") by either Merchant, Paymentech or Member against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, Merchant, Paymentech's or Member's negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Merchant and Paymentech will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between Merchant and Paymentech and/or Member. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-severable from the remainder of this Section. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within Dallas County, Dallas, Texas. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in

existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other. **IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, MERCHANT AND PAYMENTECH MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS), BUT EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.**

15.12 Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of Paymentech's vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 15.12 will affect or excuse Merchant's liabilities and obligations for Chargebacks, refunds, or unfulfilled goods and services.

15.13 Amendment. Except as otherwise set forth in this Agreement, the Agreement may be amended at any time by Paymentech upon thirty (30) days notice to Merchant. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Payment Brand Rules or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. Merchant's electronic signature or continued submission of Transactions to Paymentech following such notice will be deemed to be Merchant's acceptance of such amendment.

15.14 Counterparts and Electronic Signature. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

15.15 Merchant Taxpayer Certification and Paymentech Reporting Obligations. Pursuant to 26 USC 6050W, Paymentech is a "payment settlement entity", obligated to collect and report certain taxpayer information to the United States Internal Revenue Service. Therefore, in conjunction with the execution of this Agreement, Merchant shall provide Paymentech with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify Paymentech if there are any changes in this information. Paymentech may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under Applicable Law. Paymentech may, in accordance with Applicable Law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of Paymentech hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from Paymentech.

16. SURVIVAL. The provisions of Sections 4.2, 4.4, 4.5, 4.6, 5, 6, 7, 9, 10.2, 10.3, 10.4, 11, 12, 14, 15, 16 and 17 shall survive the termination of this Agreement.

17. DEFINITIONS.

"Application" means a statement of Merchant's financial condition, a description of the characteristics of Merchant's business or organization, and related information Merchant has previously or concurrently submitted to Paymentech, including credit, financial and other business related information, to induce Paymentech to enter into this Agreement with Merchant and that has induced Paymentech to process Merchant's Transactions under the terms and conditions of this Agreement.

"Chargeback" means a reversal of a Transaction Merchant previously presented to Paymentech pursuant to Payment Brand Rules.

"Conveyed Transaction" means any Transaction conveyed to a Payment Brand for settlement by such Payment Brand directly to Merchant.

"Customer" means the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument.

"Data Compromise Event" means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transaction Data and/or Payment Instrument Information.

"Effective Date" means the date the Agreement takes effect pursuant to Section 10.1.

"Merchant" means the legal entity identified in the Application and on the first and signature pages of this Agreement.

"Member" means JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Paymentech as required by all applicable Payment Brands. Member is a principal party to this Agreement and Merchant's acceptance of Payment Brand products is extended by the Member.

"Payment Application" means a third party application used by merchant that is involved in the authorization or settlement of Transaction Data.

"Payment Brand" means any payment method provider whose payment method is accepted by Paymentech for processing, including, without limitation, Visa Inc., MasterCard International, Inc., Discover Financial Services, LLC, and other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council.

"Payment Brand Rules" means all bylaws, rules, programs, and regulations, as they exist from time to time, of the Payment Brands.

"Payment Instrument" or **"Payment Card"** means an account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that Merchant accepts from Customers as payment for a good or service. Payment Instruments include, but are not limited to, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts.

"Payment Instrument Information" means information related to a Customer or the Customer's Payment Instrument, that is obtained by Merchant from the Customer's Payment Instrument, or from the Customer in connection with his or her use of a Payment Instrument (e.g., a security code, a PIN number, credit limits, account balances, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Payment Instrument account number and expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2), and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, the data elements that constitute Payment Instrument Information shall be treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data" as such terms are used in the then current PCI DSS.

"Paymentech" means Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254.

"Refund" means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.

"Refund Policy" means a written policy with regard to Refunds.

"Retrieval Request" means a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction.

"Security Standards" means all rules, regulations, standards, or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security, and the safeguarding, disclosure, and handling of Payment Instrument Information, including, without limitation, the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program, American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program, and the Payment Card Industry PIN Transmission Security program (PCI PTS), in each case as they may be amended from time to time.

"Service Provider" means any party that processes, stores, receives, transmits, or has access to Payment Instrument Information on Merchant's behalf, including, without limitation, its agents, business partners, contractors, and subcontractors.

"Settled Transaction" means a Transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant for the purchase of a good or service or the Refund of such purchase and the value for such Transaction is settled by the Payment Brand through Paymentech to the Merchant.

"Stored Value Card Transaction" means a Transaction in which a Customer adds or redeems value to or from a stored value card, gift card, or loyalty Payment Instrument issued by or on behalf of Merchant.

"Transaction" means a transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant.

"Transaction Data" means the written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Paymentech

"Transaction Receipt" means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

IN WITNESS WHEREOF, the undersigned parties have duly executed this Agreement.

Agreed and Accepted by:

Agreed and Accepted by:

Merchant Legal Name

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By (authorized signature)

By

Print Name and Title

Print Name and Title

Date

Date

Address

Address

City, State Zip

City, State Zip

V14226

To Be Completed By Paymentech, LLC

Merchant Agreement Contract Number is: _____
Merchant Processing Identification Number Will Be Provided At Time of Processing Set Up

Payment Processing That Matches Your Potential



The dramatic growth of consumer and commercial card-based payments in recent years means that credit and debit card acceptance is a requirement for merchants of all sizes. The challenge is managing card acceptance in a way that enables merchants to achieve and sustain a competitive advantage.

Orbital® is Chase Paymentech's modular suite of Web-enabled payment processing tools that enables merchants to securely accept and process card-based payments at the point of sale and in a card-not-present environment.

Orbital Virtual Terminal® – With Virtual Terminal, merchants can perform the basic processing of a physical point-of-sale terminal and more. Advanced features include full support for Level III purchasing card transactions. The Virtual Terminal is a Web-based application hosted by Chase Paymentech, eliminating the need for hardware, dedicated phone lines and costly maintenance.

The Orbital Payment Gateway® supports the Virtual Terminal and provides reliable, seamless connectivity for automated and secure transaction processing in a truly integrated environment. Simply deploy the interface to create an e-commerce enabled storefront that supports a range of transaction types. The Orbital Gateway supports the full set of payment options and software development kits are available simplify integration with programming in Java, C++, COM, .NET and Perl.

Data transmission is protected with the industry-standard Secure Sockets Layer (SSL) protocol with all transmissions encrypted at 128 bits. Sensitive transaction data is secured behind internal layered defenses that prohibit direct access to transaction databases.

Orbital Virtual Terminal— Benefits You Can Bank On

- Rapid and efficient deployment
- Ease of use
- Fraud protection
- Merchant selectable response
- Customer profile management
- Detailed transaction information
- Responsive and thorough support

Orbital CHASE Paymentech

Account Number: 0111111111111111
Merchant ID: 0111111111111111
Terminal ID: 0111111111111111

Card Number: 1234 5678 9010 1111
Name: J. Doe
Address: 123 Main St
City: New York
State: NY
Zip: 10001

Cardholder Name: J. Doe
Cardholder Phone: 212 555 1234

Submit [?] Help and Support [?] Close [?]

CHASE Paymentech™

For more information, contact your
Chase Paymentech representative.

Technical Requirements

Orbital Virtual Terminal runs on any PC or Macintosh that meets the following minimum requirements:

- Internet access, any
- Security 128 bit encrypting
- Browser Netscape 4.79 and higher or Explorer 4.0 and higher

Unmatched Reliability

Redundant servers and Internet connections eliminate single points of failure at the hardware, network and application levels. This minimizes downtime and helps to ensure your processing will be available around the clock and all year long.

Designed to Help Merchants Succeed

Web-based Browser Simplicity – With Chase Paymentech's Web-based virtual terminal you can simply collect orders off your Web site or accept telephone or mail orders, then log in to the Orbital Virtual Terminal to initiate card authorizations, settlements, refunds and other activity.

Transaction Management – Orbital's Merchant Selectable Response (MSR) tool allows you to pre-select response codes for transactions that you wish to auto-decline. MSR's custom functionality can be set up and changed as needed.

Advanced Transaction Security – Three tiers of system access allow users to be authorized for different levels of access:

- Authorize
- Authorize and settle
- Authorize, settle and refund

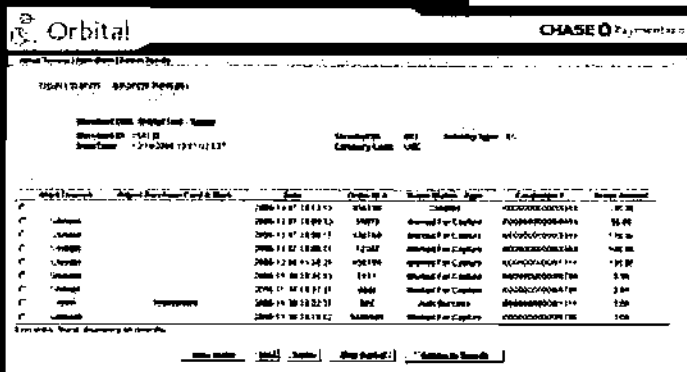
Wide Range of Payment Methods and Types – Orbital Virtual Terminal supports the full range of payment methods including Visa®, MasterCard®, American Express®, JCB®, Carte Blanche Card®, Diners Club® and Discover®. Bill Me Later and European Direct Debit. For select merchants, electronic check processing, FlexCache gift cards, international currency processing and Switch Solo are supported. Orbital Virtual

Terminal also allows supports purchasing card (Level II and III) transactions, soft descriptors and allows merchants to manage split shipments, back orders and reversals.

Easy End-of-day Closing – At the time of set-up, you can elect to have captured transactions "auto settled" at the end of each day, or at your close of business you can securely log in to the Virtual Terminal and manage the process.

Comprehensive Online Transaction Reporting – Orbital Virtual Terminal retains extensive transaction history so you can securely access historical when it's needed.

24 Hour a Day, Seven Day a Week Technical Support – We offer around-the-clock application support by phone and e-mail from specialists that a range of operational issues.

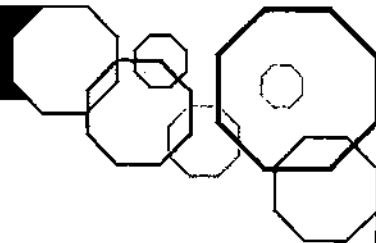


The screenshot shows the Orbital Virtual Terminal interface. At the top, it says "Orbital" and "CHASE Paymentech". Below that, there's a header for "Transaction History" and a table of transactions. The table has columns for "Date", "Time", "Amount", "Card Type", "Status", and "Settlement".

Date	Time	Amount	Card Type	Status	Settlement
2000-11-07	18:13:53	451.19	Discover	Approved For Capture	451.19
2000-11-07	18:09:12	549.73	Approved For Capture	Approved For Capture	549.73
2000-11-07	18:08:17	132.14	Approved For Capture	Approved For Capture	132.14
2000-11-07	18:08:11	1.23	Approved For Capture	Approved For Capture	1.23
2000-12-04	11:28:28	458.19	Approved For Capture	Approved For Capture	458.19
2000-11-06	18:25:53	1.11	Approved For Capture	Approved For Capture	1.11
2000-11-06	18:17:01	6.66	Approved For Capture	Approved For Capture	6.66
2000-11-06	18:22:31	8.92	Auto Debit	Approved For Capture	8.92
2000-11-06	18:18:42	8.88	Approved For Capture	Approved For Capture	8.88

For more information, contact your Chase Paymentech representative.

CHASE 
Paymentech



A Total Solution for Recurring Payments



Consumers have shown a preference for service providers that permit payment of recurring bills by electronic payment. Enabling remittance by credit card, debit card, electronic check and through online payment services provides customers with convenience and helps you attract and retain more business.

Chase Paymentech's recurring payments solutions are ideal for telecommunication, insurance, real estate and utility companies as well as educational and municipal institutions. Our consultative approach enables us to deliver and support a solution that remains aligned to your business objectives and optimizes your total cost of payment acceptance.

Features You Can Bank On

Our recurring payments solutions feature powerful functionality that can help you optimize your accounts receivable process and improve cash flow. Our solutions are simple to deploy and operate and the technology adapts to a range of business environments.

- **Multiple Payment Methods** – We support all major credit and debit cards in addition to accounts receivables conversion (ARC) for electronic checks.

Recurring Payments are on the Rise

- American consumers spend more than \$1.4 trillion every year on recurring services.
- Virtually every U.S. household has some form of recurring bill
- Of household that remit payments automatically, an average of 4.4 bills are paid in this way
- 71% of recurrent payment users say that never missing a payment is a primary reason for signing up for an automated recurring billing payment plan
- Most common automated recurring billers:
 - Health clubs
 - Internet service providers
 - Insurance providers
 - Prepaid toll pass providers
 - Wireless telephone providers
 - Auto insurance providers
 - Cable/satellite television providers

Source: MasterCard International Recurring Payments
2005 Awareness, Behavior and Attitude Research

CHASE ™
Paymentech

1-800-788-6010
www.chasepaymentech.com

Chase Paymentech

- Processes 15.5 billion transactions annually.
- Represents \$560 billion in bankcard volume annually in the United States and Canada.
- Executes payments for more than 600,000 merchants, including many of the top retailers, Internet Service
- Providers (ISPs), billers, catalogers and multichannel merchants.
- Earns a voice for its clients in determining critical regulatory issues and policies through active involvement in key associations, including MasterCard and Visa.

- **Flexible Technology** – Providing seamless integration with leading third-party software providers and proprietary record formats.
- **Valuable Online Financial Reports and Research Tools** – Web-based tools for immediate and secure access to processing information.
- **Automated Exception Item Management** – Industry-leading chargeback and ACH returns management that can automate and improve dispute resolution.
- **Account Updater** – Our optional Account Updater module simplifies and improves the accuracy of account management.
- **MasterCard SIIP Program** – Chase Paymentech supports the MasterCard Service Industries Incentive Program (SIIP) that promotes your recurring billing program and helps you obtain attractive interchange rates

Achieve a Competitive Advantage

By offering card and eCheck payment flexibility to your customers, you'll build enduring customer relationships and simplify your accounts receivable process. The positive impact of deploying Chase Paymentech recurring payments solution is compelling, both for you and your customers.

Benefits for Recurring Billers

- Optimize total cost of payment acceptance
- Eliminate manual processing
- Reduce the cost of customers acquisition and retention
- Attract and build customer base
- Enhance customer service
- Improve cash flow

Benefits For Customers

- Simplified and automated transactions
- Less paperwork to manage
- Online transaction history
- Lower costs

Our Commitment to Service

Chase Paymentech provides consultative payment processing solutions that help to identify and reduce hidden costs, enabling billers of all types to realize sustainable financial benefits.

Our solutions adapt to evolving industry and customer requirements to help you improve cash flow, reduce costs and enhance service levels.

Only Chase Paymentech has the scale, technology and industry expertise necessary to help recurring billers maintain a fully optimized total cost of acceptance.



CHASE ™
Paymentech

Access and analyze your financial data with

Resource Online

BENEFITS AT A GLANCE

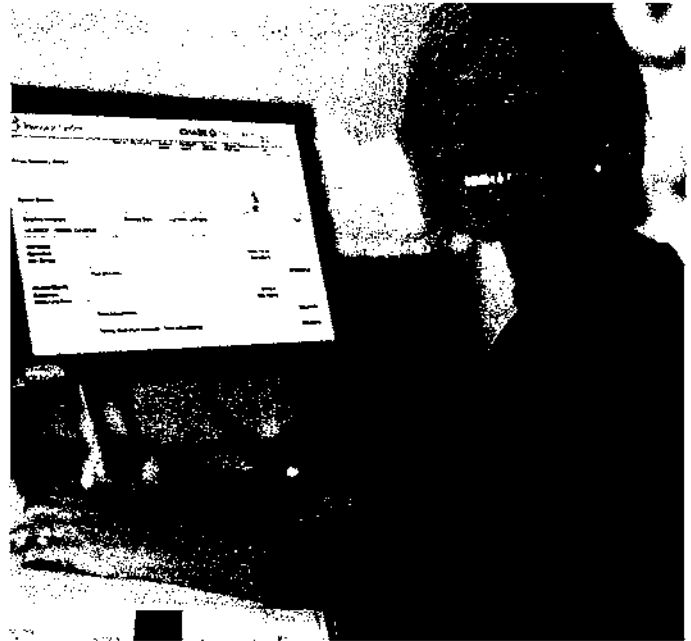
- Simplify your access to necessary data
- Lower your business costs
- Centralize your payment processing and reporting
- Reduce fraudulent activity
- Ensure data security

Centralize your payment processing and reporting

Resource Online's comprehensive suite of tools keeps all your payment processing data at your fingertips. Fully customizable to your business' specific needs, Resource Online is developed and maintained in-house, which means we are your experts for both statement questions *and* help using Resource Online's assortment of tools and reports.

A one-stop-shop for virtually all your payment processing reporting and data needs, Resource Online gives you access to:

- Front-end (pre-settled) batch and transaction detail
- Settled transaction detail
- Funding data
- Interchange qualification data
- Retrieval and chargeback data



Control hidden business costs

View and respond to retrieval requests before they turn into costly chargebacks, and manage chargeback activity to maximize reversal potential. Monitor interchange qualification levels, ensuring that best business practices are followed to keep card acceptance costs low.

With Resource Online only a click away, you have instant access to all this data and more. You'll find all the information you need to take control of your business's payment processing costs.

Stay on top of fraudulent activity

Through the use of reports and alerts, Resource Online helps you identify potentially fraudulent activity and take appropriate action before it becomes costly.

Keep customers' data secure, and business records confidential

Resource Online is housed on an SSL-certified (Secure Sockets Layer) server. User IDs and passwords protect access, so that each user sees only the data they're authorized to view.

Optional card number masking displays or prints only a portion of the card account number for cardholder security.

RESOURCE ONLINE, PACKAGED FOR YOUR NEEDS

Each of the packages below, available for the same small fee, put the right tools for your business front and center. Your Chase Paymentech representative can customize your package with additional reports based on your specific needs.

PRO

Created for businesses with annual sales volume between \$100 thousand and \$3 million, Resource Online PRO is a package of basic reports for front-end, point-of-sale research and back-end reconciliation.

Research

- Find credit transactions based on user-entered criteria
- Identify duplicate transactions

Reconciliation

- Access statements
- Find missing deposits
- Verify daily sales
- Manage rejected transactions

SELECT

For businesses with annual sales volume of \$3 to \$50 million, Resource Online SELECT offers all of the available reporting in PRO, plus additional reports to help you identify opportunities to improve and streamline business. Some additional tools for management, trending and analysis are also included in SELECT.

PREMIER

National merchants with annual sales volume over \$50 million will find Resource Online PREMIER useful. With all of the available reporting in PRO and SELECT, PREMIER also offers complete access to Resource Online's full suite of management, trending and analysis tools.

Get more by adding optional reports

Resource Online's optional modules are available for additional fees, and add even more functionality to the wide range of reports included with your Resource Online package (left).

Instant Alerts, for example, sends customizable e-mail alerts, allowing you to take immediate action on critical business matters and prevent unnecessary losses.

Credits without Offsetting Debits, a report option within the Decisionable Data module, is another tool for fraud detection. It allows you to monitor refund transactions issued to cardholder accounts with no previous sales activity - a key indicator that fraudulent activity may be present.

Talk to your Chase Paymentech representative about which optional reports should be a part of your Resource Online package.

Take advantage of fast setup and free training

Getting started is easy. Resource Online is user-friendly, and accessed via our secure Web site.

Help tools are available directly through the Resource Online application; plus, we offer free, interactive training webinars to show you how to use Resource Online's features to benefit your bottom line. We'll make sure you receive an e-vite for your training webinar when you sign up today.

Make the Right Call

For more information on how Resource Online can work for your business, call **800.824.4313**

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ReSource Online™ Self-Guided Demonstration Access Instructions

Go to: www.chasepaymentech.com/

Click on the second tab entitled **PRODUCTS & SERVICES**

Scroll down to the bottom of the column and click on **REPORTING**

Scroll down towards the bottom of the page and select

**Take a tour of Resource Online and/or
View a demonstration of Paymentech Online**

Other most commonly asked for items are in the following tabs

Merchant Support and **Learning & Resources**

E-Statements
PCI Compliance
Understanding Interchange
Purchasing Cards

Sample Chase Paymentech Implementation Plan (Draft)

ID	Name	Duration	Start
1	Contracts/Merch Data	3.d	2/2/2009
2	Complete contract & location info (Import Spreadsheet)	1.d	2/2/2009
3	Send completed contract & Import Spreadsheet to PTI	1.d	2/3/2009
4	Contract submitted to Credit Team for approval	2.d	2/3/2009
5	Client Discovery Meeting	1.d	2/3/2009
6	Perform "Discovery Call" with client (ID special reqmnts)	.33d	2/3/2009
7	Review Project Plan	1.d	2/3/2009
8	Identify Project Resources	1.d	2/3/2009
9	Agree to regularly scheduled project meetings	1.d	2/3/2009
10	Project Management	2.5d	2/3/2009
11	MIT Project Manager assigned	1.d	2/3/2009
12	Account Executive assigned	.5d	2/5/2009
13	Create Project Plan based on Client requirements	1.d	2/4/2009
14	Distribute and review Project Plan with team for approval	1.d	2/4/2009
15	Distribute Meeting Agenda's (ongoing)	1.d	2/4/2009
16	Maintain and continually provide plan updates (ongoing)	1.d	2/4/2009
17	Credit	3.d	2/2/2009
18	Credit Team to evaluate risk / provide approval on app	3.d	2/2/2009
19	Account Set Up	5.d	2/2/2009
20	Perform quality assurance on completed application	1.d	2/2/2009
21	Perform quality assurance on import spreadsheet	2.d	2/2/2009
22	Establish account hierarchy div /chain account(s)	4.d	2/3/2009
23	Submit "Import Request" to Impact Support to load accounts	.5d	2/6/2009
24	POS Terminal Set Up	3.d	2/4/2009
25	Create template for POS terminal application (if needed)	2.d	2/4/2009
26	Identify "custom" contents for Welcome Kit (if any)	.5d	2/4/2009
27	Deliver "custom" contents for Welcome Kit to TASQ	.5d	2/4/2009
28	Load TASQNet - (Welcome ltrs, POS equipment, etc)	1.d	2/5/2009
29	Build PNS Records on Tandem (Term ID'S)	1.d	2/5/2009
30	Set appropriate flags in Tandem for debit (if needed)	1.d	2/5/2009
31	Perform data integrity on account set up	1.d	2/6/2009
32	Submit training request to Conversion Team	1.d	2/6/2009
33	VAR Set Up	3.d	2/5/2009
34	Build PNS Records on Tandem (Term ID'S)	1.d	2/5/2009
35	Complete VAR Coding form with required info	1.d	2/6/2009
36	Submit VAR Coding form to client or vendor	1.d	2/9/2009
37	Resource On Line Set Up	5.d	2/4/2009
38	Submit set up forms for on-line reporting	1.d	2/4/2009
39	Provide online reporting login/passwords to Client	1.d	2/6/2009
40	ROL Reporting Training	1.d	2/10/2009
41	TASQ	3.d	2/5/2009
42	Encrypt pin pads (should debit be required)	3.d	2/5/2009
43	Deploy Welcome Kits to Corp or merchant locations	1.d	2/6/2009
44	Program & deploy terminals / pin pads (if necessary)	1.d	2/6/2009
45	Terminal Conversion / Training	4.d	2/5/2009
46	Data loaded in conversion database	1.d	2/5/2009
47	Pre-calls made to locations (terminal info and scheduling)	1.d	2/6/2009
48	Perform terminal downloads (if necessary) & training (20 a day)	1.d	2/10/2009
49	Distribute daily/weekly conversion status reports	1.d	2/10/2009
50	Live Processing Validation	15.d	2/10/2009
51	Review deposit activity for accuracy	5.d	2/11/2009
52	Ensure accurate funding to DDA	5.d	2/11/2009

53	Perform interchange qualification	15.d	2/10/2009
54	Post Conversion	24.d	3/3/2009
55	Perform statement review with corporate office (30 days)	.5d	3/3/2009
56	Monitor account for 1 billing period (30 days)	24.d	3/3/2009
57	Work with client to resolve any implementation issues	24.d	3/3/2009
58	Transition account to Relationship Manager	.33d	4/3/2009

Finish	Resource Name
2/4/2009	
2/2/2009	Sales
2/3/2009	Client
2/4/2009	MIT
2/3/2009	
2/3/2009	MIT,Client,Sales
2/3/2009	MIT,Client,Sales
2/3/2009	MIT,Client,Sales
2/3/2009	MIT,Client,Sales
2/5/2009	
2/3/2009	MIT
2/5/2009	MIT,AE
2/4/2009	MIT
2/4/2009	MIT
2/4/2009	MIT
2/4/2009	MIT
2/4/2009	
2/4/2009	Credit
2/6/2009	
2/2/2009	MIT
2/3/2009	MIT
2/6/2009	MIT
2/6/2009	MIT,iMPACT Support
2/6/2009	
2/5/2009	MIT
2/4/2009	MIT,Client
2/4/2009	MIT,Client,TASQ
2/5/2009	MIT,TASQ
2/5/2009	MIT,iMPACT Support
2/5/2009	MIT,iMPACT Support
2/6/2009	MIT
2/6/2009	MIT
2/9/2009	
2/5/2009	MIT,iMPACT Support
2/6/2009	MIT,iMPACT Support
2/9/2009	MIT,iMPACT Support
2/10/2009	
2/4/2009	MIT
2/6/2009	MIT
2/10/2009	AE,Client
2/9/2009	
2/9/2009	TASQ
2/6/2009	TASQ
2/6/2009	TASQ
2/10/2009	
2/5/2009	MIT
2/6/2009	Conv/Training
2/10/2009	Conv/Training
2/10/2009	Conv/Training
3/2/2009	
2/17/2009	MIT
2/17/2009	MIT,Client

3/2/2009	MIT
4/3/2009	
3/3/2009	MIT,Client
4/3/2009	MIT,Client
4/3/2009	MIT,Client
4/3/2009	MIT,Client,AE

ID	Task Name	Duration	Start	Finish	Predecessors	Outline Level	Resources
1	Master SAMPLE Implementation Project Plan	170.d				1	
2	Initiation Phase	10.d				2	
3	Submit Implementation Request	1.d				3	Sales
4	Assign Implementation Project Manager	1.d			3	3	IPM
5	Hold Internal Review Meeting	1.d			4	3	IPM
6	Schedule Kick-off Meeting	1.d			5	3	IPM
7	Hold Implementation Kick-off Meeting with Client	1.d			6	3	IPM
8	Confirm Scope of the Implementation Request	3.d			7	3	IPM/Client
9	Revise/Confirm Project Target Date	1.d			8	3	IPM
10	Identify Stakeholders and Resources Required in Project	1.d			9	3	IPM
11	Initiation Phase Completed	.d			10	3	IPM
12	Requirements and Planning Phase	5.d				2	
13	Draft Project Charter	2.d			5	3	IPM
14	Review Project Charter with Client	1.d			13	3	IPM/Client
15	Sign-off on Scope/Lock Project Charter	2.d			14	3	Client
16	Draft Detailed Project Plan	2.d			7	3	IPM
17	Review DRAFT Project Plan with Client	1.d			16	3	IPM/Client
18	Requirements and Design Phase Completed	.d			17,16	3	IPM/Client
19	Documentation & Service Set-up Phase	89.d				2	
20	Legal Agreements	12.d				3	
21	Provide Client with Legal and Product Set-up Documentation	2.d			8	4	IPM
22	Signs and Returns Legal and Product Set-up Documentation	10.d			21	4	Client
23	Account Opening	10.d				3	
24	Reserve Account Numbers for Client	1.d			8	4	IPM
25	Provide Client with Account Opening Documentation	1.d			24	4	IPM
26	Client Returns Account Opening Documentation	5.d			25	4	Client
27	JPMorgan Opens Accounts	3.d			26	4	IPM
33	ACH Debit Blocking	12.d				3	
34	Complete, Execute & Return ACH Debit Blocking Set-up Forms	2.d			21	4	Client
35	Submit Set-up Request to Operations	2.d			34,27	4	IPM
36	Advise Client of Completed Set-up	2.d			35	4	IPM
37	ACH Debit Block Setup Complete	.d			36	4	
38	ACH (US) Direct Transmission	21.d				3	
39	Confirm ACH Set-up Requirements	2.d			21	4	IPM/Client
40	Secure Technical Resources for ACH Connectivity Setup and Testing	5.d			39	4	Client
41	Submit Set-up Request to Operations	1.d			27,39	4	IPM
42	Assign Systems Implementation Resource	1.d			41	4	SI
43	Finalize Set-up Details with Client	2.d			42	4	SI
44	Review ACH File Specifications with Client	2.d			43	4	SI
45	Provide ACH Origin and Company ID Numbers to Client	2.d			44	4	IPM/SI
46	Submit Connectivity Request	1.d			43	4	SI
47	Connectivity Resource Assigned	5.d			46	4	Connectivity
48	Establish and Test Connectivity	3.d			47	4	Connectivity/Client

ID	Task Name	Duration	Start	Finish	Predecessors	Outline Level	Resources
49	Complete and Execute Infodex User Setup Form for File Validation a	5.d			21,43	4	Client
50	Submit Infodex User Setup Form	1.d			49	4	IPM
58	Cash Vault Services	13.d				3	
59	Identify Store Locations and Armed Courier Services	2.d			21	4	Client
							Sales/Client/IP
60	Review and Agree on Proximity Study	5.d			21	4	M
61	Interview Client and Complete Cash Services Vault Questionnaire	2.d			59,60	4	IPM
62	Submit Set-up Request to Operations	2.d			61	4	IPM
63	Cash Disbursements	3.d				4	
64	Set up Virtual Vault Locations	2.d			61	5	JPMorgan
65	If Client is Ordering Cash, JPM to Provide Client with VRU Instruct	1.d			64	5	JPMorgan
66	Cash Deposits	6.d				4	
67	Client to Order Supplies for Making Deposits (Deposit Bags, Depos	5.d			61	5	Client
68	Advise Client of Completed Set-up	1.d			67	5	IPM
77	Check Returns	13.d				3	
78	Review and Complete Check Return Questionnaire	2.d			21	4	IPM/Client
79	Submit Set-up Request to Operations	2.d			78,27	4	IPM
80	Advise Client of Completed Set-up	3.d			79	4	IPM
169	Image Deposit Direct (IDD)	18.d				3	
170	Interview Client and Complete IDD Questionnaire	2.d			21	4	IPM
171	Coordinate and Schedule Training Date with Client and Operations	1.d			170	4	IPM
172	Submit Set-up Request to Operations	1.d			171,27	4	IPM
173	Email IDD Questionnaire to Float Management	1.d			172	4	IPM
174	IDD Unit Orders Scanner Equipment	5.d			173	4	JPMorgan
175	Scanner Equipment Sent to Client	1.d			174	4	JPMorgan
176	Confirm Receipt of Equipment	1.d			175	4	Client
							JPMorgan/Clie
177	Complete Software Installation and Image Website Training	1.d			176	4	nt
178	Confirms Software Testing and Training is Complete	1.d			176	4	Client
179	Configure Client PC workstations into Production Environment	1.d			176	4	JPMorgan
180	Receive completion notice from IDD Fulfillment	1.d			176	4	IPM
181	Advise Client of Completed Set-up	.d			180	4	IPM
182	Internet Statements	13.d				3	
183	Review & Complete Internet Statements Enrollment Form with Client	2.d			21	4	IPM/Client
184	Submit Set-up Request to Operations	2.d			183,27	4	IPM
185	Advise Client of Completed Set-up	3.c			184	4	IPM
186	JPMorgan Access	15.d				3	
187	Confirm Accounts & Services; Review & Complete Set-up Document	2.d			21	4	IPM/Client
188	Complete, Execute & Return Security Administrator Designation Form	1.d			21	4	Client
189	Submit Set-up Request to Operations	1.d			188,27	4	IPM
190	SecurID Tokens & Activation E-mail Sent to Client Security Administr	1.d			189	4	JPMorgan
191	Security Administrators Complete Token Activation Process	1.d			190	4	Client
192	Security Administrators Log onto JPMorgan Access	1.d			191	4	Client
193	Coordinate & Schedule Security Administrator Training	1.d			192	4	IPM/Client



ID	Task Name	Duration	Start	Finish	Predecessors	Outline Level	Resources
194	Security Administrators Complete User and Entitlement Set-up	1.d			192	4	Client
195	Coordinate & Schedule User/Product Training	1.d			194	4	IPM/Client
196	Client Users Log onto JPMorgan Access	1.d			195	4	Client
197	JPMAccess Direct Transmission	14.d					3
198	Identify Accounts to be Added for BAI Reporting	1.d			21	4	Client
199	Confirm Set-up Details with Client	1.d			198	4	IPM
200	Submit Set-up Request to Operations	1.d			199	4	IPM
201	Assign Systems Implementation Resource	1.d			200	4	SI
202	Finalize Set-up Details with Client	1.d			201	4	SI/Client
203	Input Set-up Requirements on JPMorgan Back Office Systems	1.d			202	4	JPMorgan
204	Submit Connectivity Request	1.d			202	4	SI
205	Connectivity Resource Assigned	5.d			204	4	Connectivity
206	Establish and Test Connectivity	3.d			205	4	Connectivity/Client
264	Payables Web Service (PWS)	15.d					3
265	Confirm Accounts & Services; Review & Complete Set-up Documents	2.d			21	4	IPM/Client
266	Complete, Execute & Return Security Administrator Designation Form	1.d			21	4	Client
267	Submit Set-up Request to Operations	1.d			266,27	4	IPM
268	SecurID Tokens & Activation E-mail Sent to Client Security Administrator	1.d			267	4	JPMorgan
269	Security Administrators Complete Token Activation Process	1.d			268	4	Client
270	Security Administrators Log onto JPMorgan Access	1.d			269	4	Client
271	Coordinate & Schedule Security Administrator Training	1.d			270	4	IPM/Client
272	Security Administrators Complete User and Entitlement Set-up	1.d			270	4	Client
273	Coordinate & Schedule User/Product Training	1.d			272	4	IPM/Client
274	Client Users Log onto PWS	1.d			273	4	Client
275	Setup Complete	.d			274	4	
276	Payee Verification (PVE)	11.d					3
277	Confirm Set-up Details with Client	2.d			21	4	IPM/Client
278	Provide Client with PVE Requirements	1.d			21	4	IPM/Client
279	Advise Client of Check Testing Requirements	1.d			21	4	IPM
280	Submit ARP & PWS Set-up Requests to Operations	2.d			279,27	4	IPM
281	Notify Client when Setup Complete	1.d			280	4	IPM
282	Setup Complete/Begin Testing	.d			281	4	
301	Positive Pay	21.d					3
302	Confirm Set-up Details with Client	2.d			21	4	IPM/Client
303	Provide Client MICR Specification Sheet	1.d			21	4	IPM
304	Provide Overview of Check Testing Requirements	1.d			21	4	IPM
305	Submit ARP & PWS Set-up Requests to Operations	2.d			304,27	4	IPM
306	Notify Client when Setup Complete	1.d			305	4	IPM
307	Assign Systems Implementation Resource	1.d			305	4	SI
308	Contact Client to Review File Creation and Testing Process	1.c			307	4	SI
309	Data File Transmission	9.d					4
310	Provide Client with Check Issue/Paid File Specifications	1.d			308	5	IPM/SI
311	Submit Connectivity Request	1.d			308	5	SI

ID	Task Name	Duration	Start	Finish	Predecessors	Outline Level	Resources
312	Connectivity Resource Assigned	5.d			311	5	Connectivity
313	Establish and Test Connectivity	3.d			312	5	Connectivity/Client
314	Setup Complete/Begin Testing Phase	.d			309,308	4	
335	Telephonic Wire Transfer	16.d				3	
336	Complete, Execute & Return Telephone Transfer Set-up Form	2.d			21	4	Client
337	Submit Set-up Request to Operations	2.d			336,27	4	IPM
338	Operations sends PIN's to Client via First Class Mail Once Setup is C	5.c			337	4	JPMorgan
339	Notify Client Setup is Complete and to Activate PINs within 30 days	1.d			338	4	IPM
340	Zero Balance Account (ZBA)	13.d				3	
341	Complete, Execute & Return US Cash Concentration Agreement	2.d			21	4	Client
342	Submit Set-up Request to Operations	2.d			341,27	4	IPM
343	Advise Client of Completed Set-up	3.d			342	4	IPM
344	Documentation & Service Set-up Phase Complete	.d			,93,102,105,160,163,182,186,197,241,264,276,283,291,301,315,331,335,340,153,77,139,207,134,51,69,	3	
345	Testing and Go Live Phase	152.d				2	
346	ACH Direct Send File	15.d				3	
347	Create Test File	4.d			44	4	Client
348	Send Test File to JPMorgan via Chosen Connectivity Method	1.d			48,347	4	Client
349	Tests File and Provide Feedback to Client	3.d			348	4	SI
350	Send Transaction Journal/Return File to Client via Chosen Connectiv	1.d			349	4	SI
351	Tests File and Provide Feedback to JPMorgan	3.d			350	4	Client
352	Sign-off on File Testing	1.d			348	4	IPM/SI/Client
353	Execute & Return Security Administration Designation Form	1.d			347	4	Client
354	Submit Connectivity Production Keys to Security Team	2.d			353	4	Client
355	Confirm Connectivity Production Keys are in Place	2.d			354	4	Connectivity
356	Establish Connectivity in Production	5.d			355	4	Connectivity/Client
357	Build Infodex Users and Provide Passwords and User Guide	3.d			352	4	SI/JPMorgan
358	Activate ACH Service in Production	2.d			352	4	SI
359	Transmit First Production ACH File to JPMorgan	1.d			358,356	4	Client
360	Confirm Receipt of First Production File	.d			359	4	SI
361	Set-up Complete	.d			360	4	
362	EDI 822 Account Analysis	13.d				3	
363	Send Test File to Client via Chosen Connectivity Method	1.d			98,101	4	SI/Connectivity
364	Tests File and Provide Feedback to JPMorgan	5.d			363	4	Client
365	Sign-off on File Testing	1.d			364	4	Connectivity/SI/Client
366	Establish Programs in Production	5.d			365	4	Client
367	Execute & Return Security Administration Designation Form	1.d			363	4	Client



ID	Task Name	Duration	Start	Finish	Predecessors	Outline Level	Resources
368	Submit Connectivity Production Keys to Security Team	2.d			367	4	Client
369	Confirm Connectivity Production Keys are in Place	2.d			368	4	Connectivity
370	Establish Connectivity in Production	5.d			369	4	Client
371	Transmit First Production File to Client	1.d			366,370	4	SI
372	Confirm Receipt of First Production File	.d			371	4	Client
373	Set-up Complete	.d			372	4	
728	Testing & Go Live Phase Complete	.d			346,362,374,38 7,523,532,545,5 61,573,586,599, 607,615,624,64	3	
729	Deal Closure Phase	8.d				2	
730	Monitor Services During Production Verification Period	5.d			19,345	3	IPM/SI
731	Sign-off on Project	1.d			730	3	IPM/SI/Client
732	Conduct Post Implementation Meeting	1.d			731	3	IPM/SI/Client
733	Transition to Customer Service	1.d			732	3	IPM/Client
734	Distribute Survey to Client	.d			733	3	JPMorgan
735	BAU Production	.d			733	3	

Consolidated Service Terms

J.P. Morgan Chase provides an array of treasury services to meet your business needs. This booklet contains important information about J.P. Morgan Chase solutions that we provide. If you would like to add a service that is covered in this booklet, please contact your Commercial Banking Representative

CONFIDENTIAL DRAFT: For Discussion Purposes Only

**TREASURY SERVICES (United States)
Commercial Bank**

Welcome to JPMorgan Chase Bank, National Association ("J.P. Morgan", "Chase", or "Bank"). We are pleased that you have decided to maintain a banking relationship with us. This Consolidated Service Terms booklet ("Booklet") contains the terms and conditions for certain cash management services ("Service Terms") J.P. Morgan may provide to you. By executing the Account Terms Acceptance Letter, Certificate Regarding Accounts, Business Signature Card, service implementation form or similar document, or by using or continuing to use any of the services referenced herein after receipt of this Booklet, you agree that the Service Terms included in this Booklet, in addition to the Account Terms and such supplements, amendments, notices and additional service terms provided to you from time to time will govern your existing and future deposit accounts maintained with us, in addition to those services that the Bank provides to you, as applicable.

Part I includes Treasury Services Service Terms applicable to all Commercial Banking customers. Part II includes Service Terms for additional services that the Bank may provide to you. Part III includes Service Terms applicable for Liquidity Solution services which the Bank may provide to you. All Service Terms are subject to the Bank's Account Terms. Any modifications to this Booklet, including but not limited to any changes, amendments, deletions, and/or additions, will not be binding upon the Bank unless such modifications are acknowledged and agreed to in writing by an officer of JPMorgan Chase.

We look forward to serving your business needs and thank you again for choosing Chase.

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The services described herein (each a "Service") are subject to the Bank's Account Terms (as may be amended from time to time), which are hereby incorporated by reference into each Service Terms. By using any of the Services described hereunder, the Customer acknowledges that it has received and agreed to the Account Terms, as supplemented by these Service Terms. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms

Part I: Service Terms – Consolidated Service Terms Booklet

A. ACH Origination

The Automated Clearing House (ACH) is a batch processing payment system that U.S. banks use to exchange and settle credit and debit transactions on behalf of their clients or themselves. The origination of ACH Entries and the transmission and issuance of related transactions and information will be pursuant to these terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in this subpart, unless otherwise defined in this subpart shall have the same meanings as set forth in the Rules. The Customer and the Bank agree to comply with and be bound by the Rules as in effect from time to time, including without limitation, the provision making payment of a Credit Entry by an RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Credit Entry and the Customer acknowledges that it has received notice of such rule and of the fact that such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and the Customer will not be deemed to have paid the Receiver the amount of such Credit Entry.

- Service.** The Bank provides ACH origination Services that will enable the Customer to do one or more of the following: (1) originate ACH Debit Entries; (2) originate ACH Credit Entries; and (3) issue paper drafts in lieu of ACH Debit Entries ("Drafts"). In conjunction with originating Entries or Drafts, the Customer may instruct the Bank to issue or transmit pre-notifications, requests for reversal or return, notifications of change or other information pertaining to the Entries. Origination of ACH Credit Entries and origination of ACH Debit Entries (or Drafts) are two separate Services and approval or setup of one ACH Service does not automatically create the ability to utilize the other.

It is the Customer's responsibility to provide Entries and instructions to the Bank with all the necessary information to complete the Customer's requested transactions. The Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria the Bank specifies for acceptance. All instructions to the Bank must be received by the Bank before the Bank's established cutoff time in order for processing to commence on that ACH processing day. Any instruction that is incomplete or that the Bank finishes receiving after the relevant cutoff time will be processed by the Bank on the next day the Bank processes ACH transactions. All transactions are subject to acceptance by the Bank.

The Bank will notify the Customer of any transactions or other transmissions that are rejected or returned. If the Customer wants the Bank to reprocess those transactions or transmissions, the Customer must correct them and resubmit them. The Customer agrees to furnish the Bank with copies of any authorizations or notifications, if requested.

- Security and Data Protection Procedures; Encryption.** If the Bank follows agreed upon security procedures, the Bank may process and transmit transactions or information in the Customer's name. Unless the Customer and the Bank otherwise agree, transmissions to the Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to the Bank. If the Customer uses a security procedure other than as described in the preceding sentence, the Customer acknowledges that the Customer chose such other security procedure after the Bank offered, and the Customer declined, the option of authenticating or encrypting and the Customer agrees to be bound by any transaction, whether or not authorized, issued in the Customer's name and accepted by the Bank in compliance with the security procedure the Customer chose. If the Customer elects not to utilize recommended message authentication and/or encryption technology, the Customer assumes all responsibility for unauthorized disclosure or unauthorized access to the Customer's data that occurs during transmission or while such data is in storage.

The Customer shall provide the Bank with ongoing access, at Bank's request, to all Originators' files. Further, upon notice from Bank, the Customer shall provide such auditors and other Bank personnel as Bank may, from time to time, designate in writing with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of performing audits to verify the Customer's compliance with these Service Terms and the Rules. The Customer shall provide, and shall cause its subcontractors to provide, such auditors and personnel any assistance that they may reasonably require.

- Settlement and Exposure Limits.** Subject to this subpart, on the settlement date, the Bank will credit the Customer's account with the Bank that the Customer specifies for the total of: (1) the Customer's debit Entries that the Bank processed for settlement that day; (2) drafts issued for deposit to the Customer's account on that day; and (3) any returned or reversed Credit Entries. The Bank may delay the availability of funds deposited into the Customer's account by debit Entry or draft until those transactions cannot be reversed in accordance with the Rules or applicable law.

The Bank will debit the Customer's Account with the Bank that the Customer specifies for the total of credit Entries processed in the Customer's name and for any returned Debit Entries and Drafts. The Bank may require the Customer to pay the Bank the amount of any credit Entries on the date of transmission to the Bank or otherwise prior to the settlement date. The Bank also may require the Customer to maintain collateral with the Bank in an amount the Bank specifies.

The Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of credit Entries and/or debit Entries and Drafts that the Bank will release on the Customer's behalf. The Bank may change or cancel the limits at any time without prior notice to the Customer, although the Bank will try to notify the Customer before the Bank does that.

- 4. Warranties; Indemnity.** Except as specified below, the Customer will be deemed to make the same warranties to the Bank as the Bank makes pursuant to the Rules. In the case of an Entry originated to another account with the Bank, warranties will be deemed to be given as of the time the Bank first processes the Entry. The Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data the Bank transmits to the file specifications contained in the Rules. The Customer further represents, warrants and acknowledges that each Entry and Draft it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States.

The Customer agrees to indemnify the Bank and the Bank's employees, officers, directors and agents and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (1) the Customer's breach of any warranty made under this section and (2) compliance by Bank and the RDFI with any request the Customer makes for a cancellation, stop payment, reversal or recall of any Entry.

- 5. Stop Payments; Reversals and Recalls.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Entries or other instructions may not be amended or modified.
- 6. Third-Party Service Providers.** The Customer may choose to use a third-party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on the Customer's behalf. If the Bank accepts such Entries or other instructions, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider, and the Customer is responsible for all costs and expenses of the Customer's provider.
- 7. Third-Party Sender.** If the Customer is a Third-Party Sender, as such term is hereafter defined, (a) the Customer warrants that the Originator has agreed to be bound by the Rules and has satisfied the obligations of an Originator under the Rules; (b) in any case where the Originator fails to perform its obligations under the Rules as an Originator, the Customer shall indemnify, defend and hold the Bank harmless from and against any and all claims, demands, losses, liabilities and expenses, including attorneys' fees and costs, that result directly or indirectly from the failure of the Originator to perform its obligations as an Originator under the Rules; (c) the Customer agrees to cooperate with the Bank regarding any request for information concerning the identity of any Originator; and (d) the Customer represents, warrants and covenants that neither these Service Terms nor anything related to the ACH Origination Services violates, contravenes or is inconsistent with any of the terms, conditions or provisions of any agreement, understanding or arrangement between the Customer and the Originator. Further, the Bank will rely on the Customer to evaluate the legitimacy of the Originators and their transactions originated by the Customer and for ensuring that instructions do not involve illegal activities. The Customer hereby represents and warrants to Bank that Customer (a) conducts due diligence on each Originator for which the Customer is initiating Entries in accordance with "Know Your Customer" policies and procedures maintained by Customer that provide for the gathering of information relating to the originator's principal business activities and geographic location and verification that the Originator is operating a legitimate business and (b) regularly monitors its Originator's transactions for suspicious activities. Upon request by the Bank, the Customer shall promptly provide to the Bank Customer's written due diligence policies and procedures and results of monitoring activities.

The Customer must notify the Bank immediately if the Customer suspects or becomes aware of any activity or transaction of an Originator that the Customer believes may be of an illegal or illegitimate nature or that involves the proceeds of illegal activity or that was conducted, in part or whole, for the purpose of disguising the source of funds. The Bank will be entitled at any time upon notice to the Customer to decline to provide the ACH Origination Services, or terminate the provision of ACH Origination Services, for any Originator on whose behalf the Customer is originating Entries if the Bank determines that there are excessive returns or reversals of Entries originated on behalf of such Originator or if the Bank becomes aware of any information indicating suspicious, fraudulent or illegal activity related to such Originator or for any other reason. Customer shall provide the Bank with ongoing access, at Bank's request, to all Originators' files. Further, upon notice from the Bank, the Customer shall provide such auditors and other Bank personnel as the Bank may, from time to time, designate in writing with reasonable access at all reasonable times to the Customer's facilities, data and reports relating to the initiation of Entries for the purpose of performing audits to verify the Customer's compliance with this section. As used herein, "Third-Party Sender" shall mean a person who is not an Originator, who has authorized an ODFI or another Third-Party Sender to transmit, for the account of the Third-Party Sender or another Third-Party Sender, (i) a credit entry to the account of a Receiver with an RDFI, or if the Receiver is also the RDFI, to such Receiver, in order to effect a payment from the Originator to the Receiver, or (ii) a debit entry to the account of a Receiver, or if the Receiver is also the RDFI, to such Receiver, in order to effect a payment from the Receiver to the Originator.

- 8. IAT Entries.** If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

If a foreign currency conversion is performed by Bank in connection with an IAT Entry, Customer acknowledges that the foreign currency exchange rates fluctuate, and accepts the risk of such fluctuation, including fluctuations in rate between the time Customer submits the Entry Data Instructions and the time the transaction is executed and/or reversed, returned or recalled. Any payment returns and/or reversals will be credited to Customer's account in the currency in which Customer's account is denominated, and Customer is responsible for any rate fluctuations.

In the event of an erroneous or duplicate IAT Entry originated for payment to a receiving bank outside the United States, the rights of Bank and Customer with respect to reversal or recall of such Entry are subject to the laws, regulations and payment system rules of the receiving bank's jurisdiction.

Customer acknowledges and agrees that IAT Entries may be delayed in processing or posting due to the Bank's or RDFI's review of such Entries for OFAC compliance. Further, Customer understands and acknowledges that unlike PPD Credit Entries, there is no requirement under the Rules that IAT Credit Entries that are made available to an RDFI by its ACH operator by 5:00 pm on the banking day prior to the Settlement Date be made available to the Receiver at the opening of business on the Settlement Date. Cleared IAT Credit Entries must be made available no later than the Settlement Date of the entry, but funds are not required to be available at opening of business on the Settlement Date.

B. ACH Debit Block & ACH Transaction Review

ACH Debit Block is a Service that allows a customer to return ACH debit entries originated to the Customer's account with the Bank. ACH Transaction review allows the Customer to review ACH debit and credit entries originated and posted to the Customer's account with the Bank and to instruct the Bank to return some or all of these transactions.

1. ACH Debit Block:

- (a) **Service.** The Customer can select from a variety of authorization or blocking criteria and advise the Bank in a manner and form acceptable to the Bank. The Bank will return any blocked transaction indicating that the ACH debit was not authorized.
- (b) **Company ID Numbers.** If the Customer elects an option that blocks or allows ACH debits from specified companies, the Customer must supply the Bank with the applicable ACH Company ID Number of the Originator as it appears on the Company/Batch Header Record. The Company ID Number will be the sole criterion for blocking Debit Entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator. The Customer will be solely responsible for obtaining the correct Company ID Number for each such Originator.

The Customer understands that Company ID Numbers are not unique and that a Company ID Number may identify more than one Originator and one Originator may have multiple Company ID Numbers. The Customer understands that Company ID Numbers are not a perfect filter and that transactions from Originators may be blocked or allowed if the Originator uses a Company ID Number other than the one Customer identifies. The Bank will not be responsible for transactions blocked or allowed in accordance with the instructions the Customer provides for the Company ID Number.

- (c) **Debits Not Affected by Blocking.** ACH debit blocks do not apply to certain transactions. The following types of ACH-related debits will not be blocked:
 - debits to the Customer's account to offset any ACH credit Entries originated by the Customer through Bank;
 - reversals of previously received ACH credit Entries;
 - returns or reversals by the RDFI of ACH Debit Entries originated by the Customer through the Bank;
 - Reclamation Entries;
 - debits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments or for fees, charges or other amounts the Customer owes the Bank; and
 - debits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

2. ACH Transaction Review:

- (a) The Customer shall use filter criteria available through the service to select the types or categories of incoming ACH debit and/or credit transactions to be reviewed or the Customer may elect to review all incoming ACH transactions subject to Section 2(d) below.
- (b) Based upon the filter criteria selected by the Customer, ACH transactions meeting that criteria will be made available for the Customer to review not later than a designated time on the banking day following the day on which the transactions are posted to the Customer's account. The details provided by the Bank for each Entry will include account number, dollar amount, company ID, receiver's name, standard entry class code and settlement date.
- (c) The Customer shall advise the Bank by means of an agreed upon transmission method not later than the Bank's designated cutoff time on the same day as transaction information is made available for those transactions, if any, that are unauthorized and that the Customer wishes to return. The Bank is entitled to rely on any instructions that it receives and that it reasonably believes to be genuine. The Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to the Customer as to which Bank does not receive a timely return instruction from the Customer will remain posted.
- (d) The following types of ACH transactions will not be made available for the Customer's review and decisioning:
 - debits or credits to the Customer's account to offset any ACH Entries originated by the Customer through the Bank;
 - reversals of previously received ACH Entries;
 - returns or reversals by the RDFI of ACH Entries originated by the Customer through the Bank;

- Reclamation Entries;
 - debits or credits to the Customer's account initiated by the Bank or Bank's agent to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges the Customer owes the Bank; and
 - if the Customer is also subscribing to the ACH Debit Block service, any transactions blocked and returned pursuant to that service.
- (e) Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

C. U.S. Funds Transfer

J.P. Morgan's Funds Transfer Service enables the electronic transfer and settlement of funds between the Customer and a beneficiary of the payment to destinations around the world. Customers use USD funds transfer services (as opposed to checks or ACH payment services) when they seek same-day settlement with intraday finality and irrevocability of payments.

1. **Service.** The Customer may issue payment orders against its accounts with the Bank by means of SWIFT, electronically, by telephone or by such other method as the Customer and the Bank may agree upon. All funds transfer instructions sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" or "TIMED" in such field as the Bank specifies, the Bank will use reasonable efforts to move such payment order to the front of the Bank's processing queue, and such payment shall be handled in accordance with the Bank's procedures for processing such payments.
2. **Security Procedures.** All payment orders and communications requesting an amendment of payment orders issued in the Customer's name are subject to verification by the Bank in accordance with the security procedures agreed upon between the Customer and the Bank. Such security procedures may be set forth in written agreements between the Customer and the Bank.
3. **Advices.** The Customer may subscribe to Bank services for the delivery of account-related activity and information ("Advices"), to a party designated by the Customer, including but not limited to information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT or to devices capable of receiving text messages, such as alphanumeric pagers and cellular phones, or as otherwise agreed upon by the parties. The Customer is responsible for maintaining the accuracy of the information that is required to deliver such Advices, including but not limited to the address and/or telephone number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.
4. **Processing.** The Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which the Bank deems reasonable in the circumstances. The Bank and other financial institutions may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in the funds transfer. Also, the beneficiary's bank in the funds transfer instruction may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary.
5. **Same-Day Amendment and Cancellation Service.** The Customer may subscribe to a service to enable same-day amendment and cancellation of payment orders. Once the Bank has expressly approved the customer's use of the service, all cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.
6. **Reference Pattern Search.** The Customer may subscribe to a service to enable the Customer to instruct the Bank to repair information on incoming and outgoing payment orders, and to perform additional services related to beneficiary deduction services. The Customer shall comply with such formatting requirements specified by the Bank in connection with such services. In connection with beneficiary deduction services, the Customer represents and warrants that it has obtained all necessary authorizations to enable the Bank to deduct transaction charges from the funds transfer amount payable to the beneficiary.

D. U.S. Funds Transfer by Check

J.P. Morgan's U.S. Funds Transfer by Check Service allows the Customer to instruct the Bank (as the Customer's agent) to draw U.S. dollar checks ("Disbursement Checks") payable to the order of payees and in amounts designated by the Customer for distribution.

1. **Requests for Disbursement Checks.** All requests for Disbursement Checks must be transmitted to the Bank via authenticated SWIFT transmission, or one of the Bank's proprietary access mechanisms. The Customer shall transmit the requests in such format as the Bank specifies from time to time. The Bank may (but shall have no obligation to) process requests that do not conform to these Service Terms and may impose additional fees for such processing.

2. **Issuance.** Unless the Customer specifies a future issuance date in the Customer's request, each Disbursement Check will be issued within one banking day of the day on which the Bank receives the issuance request. The Bank will not honor requests to draw Disbursement Checks to any person or entity with whom or with which the Bank is prohibited to do business by law or regulation, or in any case where compliance would, in the Bank's judgment, conflict with applicable law or good banking practice. Disbursement Checks will be signed by the Bank on the Customer's behalf substantially as follows:

Drawer: [Customer Name]

By: JPMorgan Chase Bank, N.A. as Agent
for the Above-Named Drawer

As of the day a Disbursement Check is issued, the Bank will debit the Customer's designated demand deposit account in the amount of the issuance instruction.

3. **Stop Payments Orders.** The Customer may issue a stop payment order in respect of any Disbursement Check only by a message sent via authenticated SWIFT to a Bank location to be designated by the Bank and in the format designated by the Bank from time to time. Any stop payment order must include the reference number assigned by the Bank to the Customer's request for the issuance of such Disbursement Check. The Customer shall pay a service fee for each stop payment order in the amount then in effect at such time the Customer issues the stop payment request.

E. Lockbox

Lockbox is a remittance processing Service offered to customers to support their accounts receivables business needs. Through this service, the Customer's remittance deposits are sent to a Post Office Box and picked up by the Bank and delivered to or via courier for further processing and posting to the Customer's deposit account.

1. **Service.** The Bank will maintain the Post Office Box for the Customer's remittance and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. Customers receiving Caller Service or Business Reply Mail Service for remittance collection must obtain prior approval from the Bank. Upon approval the Customer will secure such services directly with the United States Postal Service (the "USPS") and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS for such services or any other action taken or not taken by USPS. The Bank may direct clients to include specific codes or formats within their assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring their customers' remittances are properly addressed in order to prevent delays in processing.
2. **Deposit; Endorsement.** The Bank will collect all mail delivered to the designated Post Office Box, and will open the mail, process the checks eligible for this service (the "Items") and credit the funds to the Customer account or process for collection the items received, except: i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; ii) Items which the Bank believes should receive the Customer's special attention; iii) Items for which the Customer is not the payee, unless the Customer has provided proper authorization to process for credit or collection of such Items; and iv) any other matter or merchandise received. The Bank will not process such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization or referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable item, including cash. Any failure by the Bank to process an item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer shall be liable to the Bank as a general endorser on all items processed by the Bank.
3. **Differing Amounts.** If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.
4. **Foreign Items.**
- a. **Canadian Item Processing.** Unless the Bank has agreed otherwise, the Bank will submit both U.S. Dollar and Canadian Dollar Canadian items for processing through correspondent banks in Canada. The Customer must maintain an adequate line of credit to cover the total value of all outstanding Canadian Items in order to avoid Canadian items being processed for Collection. The Bank assumes no liability for delays in processing due to an insufficient credit line. Additional fees may apply for items handled through Collection. Canadian Dollar checks drawn on banks in Canada will be deposited to the Account unless otherwise agreed to by the Bank and the Bank will subsequently make any adjustments to the Account for the currency difference and the currency exchange rate fee. The Bank will credit the Customer Account for Items processed for collection as set forth in the Bank's collection policies as amended from time to time, less all fees and charges. The Customer bears all risk of any fluctuation in currency exchange rates.
- b. **All Other Foreign Items.** Unless the Bank has agreed otherwise, the Bank will process for collection any foreign Items received, in accordance with the Bank's usual collection procedures for such Items. The Bank will credit the Customer Account for Items processed for collection as set forth in the Bank's collection policies as amended from time to time, less all fees and charges. The Customer bears all risk of any fluctuation in currency exchange rates.

5. **Returned Items; Re-presentation.** If any Item is returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentation.
6. **Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once a CD-ROM is received, or it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.
7. **Image Option.** If the Customer elects and this image option is available at the designated Bank processing location, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents") through the media ("Delivery Media") and at the intervals agreed upon between the Bank and the Customer. The Customer may receive additional service material, including user guides, software licenses and other terms in connection with the selection of this option.
8. **Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than 14 days. All original documents will be destroyed 14 days after processing. If the Customer uses the Bank's Regional Retail Lockbox product, associated original documents are retained on site no longer than 7 days. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction., per the Customer's selection. If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer via daily Direct Image Transmission.
9. **Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.
10. **Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and Customer's responsibilities under applicable laws and regulations. The Customer further acknowledges and agrees that the data processed by the Bank belongs to the Customer or the Customer's clients.

F. Coin & Currency

Coin and Currency Services, also referred to as Cash Vault Services, provides coin and currency delivery and deposit services to companies that use large quantities of cash. With a nationwide vault network, Customers can place orders for currency, make deposits 24/7 and track activity by location through electronic reporting options.

1. **Cash Orders.** The Customer may issue written instructions for the Bank to deliver coin and currency to an armored courier service as designated by the Customer (the "Courier") in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that orders for cash can be transmitted to the Bank only during such time as set forth in the Cash Order. The Bank is authorized to debit the Customer's designated account for the amount set forth in the Cash Order (the "Cash"). If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of its branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. The Bank and the Customer may agree to a limit on the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").
2. **Cancellations and Amendments.** A Cash Order may be cancelled by the Customer orally, telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act for the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended orally or telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered or other error, at the sole risk of the Customer.
3. **Notice of Rejection/Execution.** If the Bank rejects a Cash Order request, it will promptly notify the Customer of the reason. The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order, the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.
4. **Security Procedure.** The Bank must receive a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer that identify the

Customer and the location (collectively, "Codes"). The Customer agrees that: (a) use of Codes constitutes a security procedure for verifying the authenticity of a Cash Order as being that of the Customer ("Security Procedure"); and (b) the Customer is bound by any Cash Order, the authenticity of which is verified as being that of the Customer by the Bank using the Security Procedure; and any Cancellation. The Customer and the Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.

5. **Courier Service.** The Customer may deliver and pick up shipments of cash or checks to or from the Bank by using the services of a courier that has been authorized by the Bank, who will act solely as the Customer's agent. The courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. With regard to the Customer's couriers, Customer is responsible for any individual's actions while at the Bank's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Bank has followed its customary procedures of identifying the individual.
6. **Deposit Presentment and Processing.** With regard to deposits delivered to one of the Bank's vault areas, the Customer must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only cash, coin and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.
 - (a) **Delivery to Vault.** If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit.
 - (b) **Delivery to Branch for Delayed Processing.** If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.
 - (c) **Delivery to Unattended Facility.** If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN")). The Customer must return all access devices to the Bank upon request. We will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.
7. **Discrepancies.** All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer or the receipt provided to the Customer or its Courier upon initial presentment, the count will be recounted. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer, and the Bank may correct any credit made to the Customer's account. The Bank will notify the Customer's representative designated in the service implementation questionnaire if the difference is more than the minimum amount specified in the Bank's guidelines. All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin difference is identified, contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be postmarked within 48 hours of receipt of the Cash Order. Any claims postmarked after the 48-hour period will be denied and Customer will have no right to request or receive an adjustment after such time period.
8. **Relationship upon Delivery of Bags.** Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account as provided in these terms, the Bank is not responsible for any authorized contents or the value of any such authorized contents based upon any deposit ticket included with the bag.
9. **Liability at Unattended Facility.** The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.

G. Positive Pay, Reverse Positive Pay and Payee Verification

Positive Pay, Reverse Positive Pay and Payee Verification services help prevent check fraud on Customers accounts by identifying discrepancies between checks presented to the Bank for payment and those checks issued by Customers. With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to checks being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on checks being presented for payment and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information and the Bank compares such information against the payee names on checks being presented. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

1. **Issuance Information.** The following information is defined as "Issuance Information" for each Item: i) Account number; ii) Item serial number; iii) dollar amount; iv) issue date [for Positive Pay and Payee Verification only]; and v) the payee name [for Payee Verification only]. For Positive Pay and Payee Verification, the Customer will provide the Bank the Issuance Information by the Banking Day on which the Customer issues Items, by means of a mutually agreed upon transmission method the Issuance Information. The Bank will compare the Issuance Information with the Items presented to the Bank for payment against the Account. For Reverse Positive Pay, the Bank will send the Customer the Issuance Information and the Customer will compare such information with the checks they have issued.
2. **Discrepancies.** For Positive Pay and Payee Verification, if Items are presented to the Bank for which it has not received timely Issuance Information or containing information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, as required above, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment; and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any instructions that it receives and reasonably believes to be genuine.
3. **Payee Verification Additional Terms.** For Payee Verification, Customer acknowledges that Items that have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. If the Customer fails to provide the Issuance Information in the file format required by the Bank, the Bank will not be liable for not detecting any discrepancy between the Item and the Issuance Information or for processing such Item. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, the Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to payee name comparison, the Bank will compare the payee name provided in the Issuance Information to the payee lines in the name/address block identified on the Item presented as provided for in the Bank's setup requirements and will be limited to those parameters specifically agreed to by the Customer and Bank.
4. **Voided Items.** The Customer agrees to place a void on an Item in the Issuance Information only with respect to Items that are not in circulation. If the Customer wants to stop pay on a check that has been issued, the Customer is required to issue any Stop Payment request pursuant to the Bank's Account Terms, outside of these services.
5. **Item Payment.** The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards; in no event shall the Bank be obligated to inspect any check for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.
6. **Over the Counter Presentment.** The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment at one of the Bank's branch locations at the teller line, the Customer authorizes the Bank to pay such item based upon the Positive Pay information at the teller line. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

H. Controlled Disbursements

Controlled Disbursement Accounts help customers effectively manage the disbursement process to gain control over idle balances and automate funding transfers and is designed to provide disbursement totals early each business day.

1. **Controlled Disbursement Account.** Each Controlled Disbursement Account, except as set forth herein, shall be opened and maintained in accordance with the Bank's Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that Items presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.
2. **Payment of Items.** Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor checks or drafts ("Items") which are properly payable, but shall have no obligation to pay any Item should sufficient immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.
3. **Over-the-Counter Presentment.** Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.

4. **Funding Account for Controlled Disbursement.** Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.
5. **Media.** Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank in connection regarding Customer's Controlled Disbursement Account.
6. **Routing Transit Number.** Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.
7. **Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.

I. Image Cash Letter

The Image Cash Letter Service allows the Customer to make certain deposits electronically by using a capture device to create an electronic image of a paper check and transmit it and related data to the Bank. As part of the Service, the Customer must use software and hardware provided by or acceptable to the Bank.

1. **Transmission and Processing.** The Customer shall provide through its own methods or devices the captured check images and check data, including the magnetic ink character recognition formatting (MICR) information through electronic transmissions (the "Transmissions") in the format and specifications required by the Bank's File Standards and within the cutoff times provided by the Bank. The Customer authorizes the Bank to process the Transmissions as Substitute Checks, Electronic Images or Photos in Lieu, as may be applicable for further clearing through or with any other financial institution, clearinghouse or Federal Reserve Bank. If the Customer has chosen to have items processed as ACH transactions, the Bank will convert eligible items to ARC or POP entries, as defined and provided for in the ACH Origination Service Terms. The Customer agrees that it is solely responsible for the creation and sending of these Transmissions to the Bank. If any Transmission (including any source document for purposes of these Service Terms) does not meet the Bank's or any transferor's standard requirements for processing, the Customer assumes all risk of loss or delay in processing such Transmission and authorizes the Bank to either (a) return the Transmission to the Customer without further processing, (b) process the Transmission as sent from the Customer, (c) process the Items as photocopies in lieu of the originals or (d) repair or attempt to repair the Transmission for further processing.
2. **Image Cash Letter File Deposit Time.** The Transmissions must be sent to the Bank prior to the deposit deadline. Any Transmission will be deemed to have been received when the entire file has been written onto the Bank's system and made available for the Bank to validate. Based upon the size of the Transmission file, there may be a significant delay between the time Customer begins to send the file and the completion of the transfer as stated above. As a result, the Customer will make every effort to send the Transmission file as early as possible. Files that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on the deposit deadline that is met.
3. **Customer Responsibility.** The Customer shall be solely responsible if any Transmission for which the Customer has been given provisional credit is returned or reversed, and neither the Bank nor its subcontractors shall be liable or responsible for same. The Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. The Customer agrees that the Bank shall have no liability for the content of payment-related information. The Customer shall be solely responsible for the original checks, including storage and retrieval. The Customer agrees to provide a legible copy of an image or the original check if requested by the Bank within five (5) business days of such request. If the Customer is unable to provide the original or legible copy, the Customer shall be liable for any associated loss or claim involving the check.
4. **Suspension/Cancellation of Service.** The Bank reserves the right to suspend or terminate the Service, in whole or in part if the Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the service in a manner inconsistent with the rules and regulations relating to the service being provided and such breach. Further, this service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the service upon thirty (30) days' prior written notice to the other party; provided, however, that the terms of Section 10 will apply to any termination prior to the time period set forth in the pricing schedule.

5. Warranties.

- (a) **Customer warranty.** The Customer warrants and represents to the Bank that: (a) each Transmission contains accurate and legible images of all of the information on the front and back of the original checks at the time each check was truncated; (b) each Transmission also contains a record of all applicable micro-line information required for a substitute check and the accurate amount of the check; (c) each Transmission complies with the technical standards for an electronic item under Regulation J, Federal Reserve Operating Circulars 3 and 5, and for a substitute check under Federal Regulation CC; (d) no person will receive a transfer, presentment or return of, or otherwise be charged for, the check (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based upon a check it has already paid; (e) the Customer will not redeposit through this service any transmission representing a check previously deposited and returned to the Customer; (f) the Customer will employ commercially reasonable security measures and firewalls sufficient to protect the Transmissions and storage to ensure no unauthorized access to or use of the original checks or duplicate presentment; and (g) the Customer will only create transmissions for checks that originated as paper checks.
- (b) If the Customer is a financial institution or is otherwise transmitting Items payable to third parties, the Customer also represents and warrants to the Bank that: (1) In connection with each Item deposited through the service, the payee of the Item has authorized the electronic transmittal of the Item for deposit to Customer's account; if the Customer is scanning Items from a location outside of the United States, such authorization covers the cross-border transmittal of the Item; and (2) the Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know your customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which the Customer believes effectively prevent the use of the Customer's operations, personnel or facilities for money laundering purposes.
- (c) The Bank and its subcontractors make no representations or warranties, whether express, implied or statutory regarding or relating to any of the technology or service and/or access to or use of the service or technology provided to the Customer hereunder. The Bank and its subcontractors specifically disclaim any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement. The Bank and its subcontractors also do not guarantee that the Customer's access to the service provided under these terms will be uninterrupted, error-free or secure.

6. **Third-Party Service Provider.** The Customer may choose to use a third-party service provider or service bureau to submit Items or perform other functions for and on the Customer's behalf. If the Bank accepts such Items or other instructions from the Customer's provider or service bureau, the Customer will be bound by them. The Customer is responsible for all actions taken or not taken by the Customer's provider including all costs and expenses incurred by the Customer's provider.

7. **Pricing Schedule/Volume/Termination Penalties.** The Bank and the Customer may agree to a pricing schedule incorporated herein by reference, including the length of time the service will be provided, the charges/fees and the volumes, as may be stated in the pricing schedule. If the Customer terminates the service or the service is otherwise terminated without fault of the Bank prior to the period of time set forth in the pricing schedule, the Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the service for the period of time the service was provided to the Customer. Such termination fee shall be paid within thirty (30) days after the effective termination date.

8. **Limitation of Liability.** In no event will the Bank's liability under these terms for any damages of any kind exceed an amount equal to the fees the Customer paid the Bank for the service during the twelve (12) months preceding the date on which the Customer made the corresponding claim. If the Customer makes a claim during the first twelve (12) months of the service, the Bank's liability will be limited to the average monthly fee the Customer paid during that time multiplied by 12. This limitation of liability is in addition to the terms set forth in the Account Terms.

9. **Indemnification.** The Customer agrees to indemnify the Bank for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by the Customer pursuant to these service terms or the Account Documentation; any claim pertaining to any warranty or indemnity that the Bank makes with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearinghouse rules applicable to Items. These indemnities are in addition to those in the Account Terms and relevant Service Terms.

10. **Miscellaneous.** The provisions of Sections 3, 5, 7, 8 and 9 shall survive termination of these Service Terms.

J. Check Printing

The Check Printing Service enables the Customer instruct the Bank to issue checks and/or documents on behalf of the Customer.

1. **Payment Orders.** The Bank will execute each payment order issued by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Payment Order"). Payment Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.
2. **Cancellations.** A Payment Order may be cancelled by the Customer if notice of cancellation is received by the Bank in writing from a person it reasonably believes is authorized to cancel the Payment Order for the Customer ("Cancellation"); provided, however, that a Cancellation will not be effective unless and until it is received by the Bank so that the Bank has a reasonable time to act upon such Cancellation and that the related Payment Order has not already been accepted by the Bank or the related check has not already been issued by the Bank. A Payment Order may not be amended or modified. The Bank has no obligation to adjust or stop payment or posting of a Payment Order it has accepted.

3. **Receipt of Payment Orders and Cancellations.** Customer shall transmit Payment Orders to the Bank to the location and in compliance with the formatting and other requirements provided by the Bank in the operating procedures prepared for the Customer. The Bank may reject any Payment Order that does not comply with this Section.
4. **Identifying Number.** The Customer acknowledges that: (a) if a Payment Order identifies its beneficiary or specifies the owner of the account to be debited, as applicable, by both a name and an identifying or bank account number and the name and number identify different persons, execution, or transmittal of the Payment Order, payment to the beneficiary or debit to the account to be debited may be made solely on the basis of the number; and (b) if a Payment Order identifies any bank both by a name and an identifying number and the number identifies a person different from the bank identified by name, any bank may rely solely on the identifying number.
5. **Issuance of Checks/Documents.** For each Payment Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other Documents to be completed; and (d) mail the check or send the check by courier along with any Documents as agreed upon (collectively, "Issue"). The Customer expressly grants the Bank the authority to issue each check and Document.
6. **Notice of Rejection.** The Bank will promptly notify the Customer if a Payment Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Service or given electronically, orally, by telephone or facsimile transmission.
7. **Control.** The Bank is not responsible or liable for the detection of errors contained in any Payment Order as received from Customer and is entitled to rely on the information contained therein. No agreement or instruction of the Customer restricting acceptance of any Payment Order is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank and the Bank has had a reasonable opportunity to act before any affected Payment Order is executed, made or transmitted by the Bank.
8. **Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that the Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event that the Bank receives conflicting notices or instructions, the Bank can act on either notice or instruction or can refuse to act. Customer shall indemnify the Bank, its officers and employees and hold it and them harmless for and from any and all claims, losses liabilities and expenses arising or resulting from actions taken or not taken by the Bank in conformity with the notice or instruction it receives from Customer.
9. **Limitation of Liability.** The Bank will exercise reasonable care in the performance of the Service. The Bank shall not be liable to Customer, other than as imposed by law or by these Service Terms for failure to act in accordance with reasonable commercial standards in the banking industry. Reasonable care in providing these Check Print Services shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or an honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful. The Bank shall not be liable for consequential, indirect or special damages even if it has been advised of the possibility of them.

K. Telephone Tax Payment

The Telephone Tax Payment Service is a Service whereby the Customer can direct the Bank, via touchtone telephone, pc dial-up or browser-based platform, to make tax payments via ACH from an account with the Bank that the Customer specifies. The Bank may pay taxes from the Customer's account in accordance with any instructions issued in the Customer's name that the Bank verifies pursuant to the security procedures specified in these Service Terms. The ACH Origination Service Terms are incorporated into these Service Terms by reference.

1. **Receipt of Instructions and Cancellations.** The Customer may send instructions and cancellations only during service hours the Bank specifies. The Bank may change the service hours upon prior notice to the Customer. The Bank must receive instructions not later than the cut-off time the Bank establishes. The cut-off time will be on or before one or two banking days, depending upon the type of tax payment, prior to the banking day the appropriate taxing authority is to be paid.
The Bank must receive any cancellations by the cut-off time the Bank establishes for cancellations on the banking day prior to the scheduled posting of the debit to the Customer's account. The Customer may only cancel a tax payment instruction before the Bank processes it. Cancellation instructions must be received through this tax payment service. If the Customer missed the cut-off time but still wants to cancel a tax payment, the Customer must communicate the request directly to the Bank's Customer Service area. The Bank will request a return of the tax payment from the taxing authority. The taxing authority may assess a penalty for processing the return.
2. **Tax Payment Security Procedure.** Instructions or Cancellations may be initiated only by entering, via touchtone telephone, pc dial-up or browser-based platform, a user ID, password and/or other access code that the Bank assigns to the Customer or that the Customer selects using the parameters the Bank specifies. Cancellations may also be initiated by contacting the Bank's Customer Service area and providing the Customer's valid user ID, password and/or other access code.
3. **Funding.** The Customer authorizes the Bank to debit the Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event the Customer does not have sufficient funds in the Customer's applicable account to cover the amount of a tax payment, the Bank shall have no obligation to make the tax payment for the Customer but if the Bank does, the Customer agrees to reimburse the Bank immediately. Funds the Bank receives and hold pursuant to this service shall be held as a deposit liability to the Customer and not in trust for the Customer or the taxing authority.

4. **Limitation of Liability.** If because of the Bank's negligence or willful misconduct the Bank fails to make the Customer's tax payment in a timely manner and that directly results in the Customer being penalized or owing interest, the Bank's maximum aggregate liability shall be limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees the Customer paid the Bank during the prior 12 months. The Customer agrees to reasonably cooperate with the Bank in the Bank's attempts to persuade the taxing authority to abate any penalty or interest.

L. Client Access

Client Access provides for electronic access to the Customer's account information, reports and data (collectively, "Data") and for the electronic transmission to the Bank of messages, service requests, and payment and nonpayment instructions (each an "Instruction"). The Bank reserves the right to modify the applications and products (each an "Application") available via the Service, upon notice to the Customer.

1. Security Procedures:

- (a) A Bank issued or approved security device (a "Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer, including without limitation the procedures set forth herein. The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device, or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same.

The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User, as defined below. The Customer will be responsible for ensuring that the Security Devices are known to and used only by Authorized Users.

- (b) The Customer shall designate security administrators who shall have equal authority in accordance with the administrative control procedure for each Application. The Customer agrees to notify the Bank of any change in security administrators in the manner and form designated by the Bank. Any such changes shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

- (c) The security administrators shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service that each user may access; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing material notices, documents and correspondence relating to the security procedures; and (v) advising each user of his/her obligations hereunder or under any of the applicable Account Documentation. The security administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users. In the absence of a valid designation of a security administrator at any time, the Bank may deliver Security Devices and materials to any person authorized to act on behalf of the Customer with respect to the accounts.

2. **Open Network Access; Equipment.** The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the Internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.

3. Instructions, Data.

- (a) The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions properly received by the Bank.

- (b) The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).

- (c) The Customer acknowledges that the Secure eMail Application is not intended for the transmission of Instructions to transfer cash, securities or other assets. The Customer shall not transmit, and the Bank shall have no obligation to act upon, any such Instructions transmitted through Secure eMail.

4. **Customer Warranties.** The Customer represents and warrants to the Bank that: (i) prior to submitting any document which designates Authorized Users, the Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing the geographic location of its Authorized Users and shall provide all updates to such information; and (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized. The Customer hereby represents and warrants to the Bank that these Terms constitute its legal and binding obligations enforceable in accordance with its terms.

Jurisdiction Specific Provisions Exhibit to Client Access Service Terms

The additional jurisdiction specific provisions set forth below are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction shall apply to the use of the Service by such users.

A. Australia & New Zealand – See further Paragraph L and P herein.

The Bank's liability to Customer for loss or damage of any kind in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Customer and/or its subject matter, is reduced to the extent that Customer caused and/or contributed to the loss or damage.

Fees:

To the extent that any supply made by the Bank under these Service Terms is a taxable supply for the purposes of the Australian Goods and Services Tax, or that goods and services tax under the New Zealand Goods and Services Tax Act 1985 is payable in respect of any supply under this License Agreement, ("GST"), the fees payable in respect of that taxable supply ("original amount") will be increased by the amount of GST payable in respect of that taxable supply. Customer must pay the increased amount at the same time and in the same manner as the original amount.

Consumer Warranties:

1. Australia

The following provision applies if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of this Agreement is the law in force in an Australian jurisdiction:

The Warranty and Limitation of Liability provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

"Notwithstanding anything in this Agreement, consumers may have the benefit of certain rights and remedies pursuant to the Trade Practices Act 1974 (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option, in the case of goods to either (a) replacement of the goods; or (b) correction of defects in the goods; and in the case of services to either (a) re-supply of the services; or (b) the cost of re-supply of the services."

2. New Zealand

If the Customer is acquiring software in New Zealand, the Customer confirms it is acquiring the software for the purposes of a business (as that term is defined in the Consumer Guarantees Act 1993), and that the Consumer Guarantees Act does not apply to the software.

Miscellaneous. The following provision shall apply if, despite the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the proper law of these Service Terms is the law in force in an Australian jurisdiction:

The Limitation of Liability and Warranty provisions of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms are subject to the following and only apply to the extent permitted by law:

Notwithstanding anything in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, a customer may have the benefit of certain rights and remedies pursuant to the Trade Practices Act (Cth) and similar state laws in Australia in respect of which liability may not be excluded. If so, then to the maximum extent permitted by law, such liability is limited, at the Bank's option to (a) re-supply of the Service; or (b) the cost of re-supply of the Service.

B. Cambodia – See further Paragraphs L, M and P herein.

C. Peoples Republic of China – See further Paragraphs L, M and P herein.

The Customer undertakes to be bound by the Service Terms, the terms of which have been read and accepted by the Customer. **IN PARTICULAR, THE CUSTOMER HAS READ, UNDERSTOOD, AND AGREED TO SECTION 4 (INSTRUCTIONS; DATA), THE SECOND PARAGRAPH UNDER SECTION C AND SECTION P OF THE JURISDICTION SPECIFIC PROVISIONS EXHIBIT OF THE SERVICE TERMS.**

The Customer agrees that: (i) the Bank shall be liable only for direct damages which are the result of its failure to exercise ordinary care or its willful misconduct; and to the maximum extent permitted by law, (ii) the Bank shall not be liable for incidental, indirect, special, or consequential damages, regardless of the form of action and even if the Bank has been advised of the possibility of such damages. Nothing in these general terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud.

Notwithstanding any other provision to the contrary, where an overdraft condition may exist, to the extent permitted by law (including the law where the Customer is incorporated), the Bank may debit the Customer Account even though the debit may bring about or increase

an overdraft. If any debit to the Customer Account brings about or increases an overdraft, such overdraft shall be immediately due and payable, to the extent permitted by law (including the law where the Customer is incorporated), without further notice or demand.

The Customer represents that prior to submitting any document which designates the persons authorized to act on the Customer's behalf, including, but not limited to a security administrator designation form, Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

Laws, Rules, Regulations and Practices: The Customer agrees to and shall always abide by and comply with all laws, rules, and regulations (whether or not having the force of law including without limitation rules from time to time made by the People's Bank of China and all determinations made thereunder) from time to time applying or relating to any or all of the Accounts and/or deposits the Customer may place with or through the Bank. The Bank has the right, without prior notice to the Customer (or upon notice if a prior notice is required by law), to do such acts, deeds and things and adopt such practices as the Bank may in its absolute discretion consider necessary or appropriate to ensure due compliance with or implementation of any or all of such laws, rules, and regulations, notwithstanding any contrary provisions of the Account Terms and the Account Application forms. The Customer further agrees to abide by and comply with such practices(s) as the Bank may from time to time in its absolute discretion adopt in connection with such compliance or implementation.

These Service Terms shall be governed by and construed in accordance with the laws of the Peoples Republic of China.

Any dispute arising from or in connection with these Service Terms, including any question regarding its existence, validity, breach or termination, between the parties, shall be submitted to the China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing, for arbitration which shall be conducted in accordance with its arbitration rules in effect at the time of applying for arbitration. The language of the arbitration shall be in English. The tribunal shall consist of three arbitrators who must be able to conduct the arbitration in English. The parties hereby agree to the appointment of arbitrators who may not be on CIETAC's Panel of Arbitrators nor on any unofficial panel of arbitrators. The party initiating arbitration shall appoint one arbitrator and the party responding to the notice of arbitration shall appoint the other arbitrator. The third arbitrator (the "Presiding Arbitrator") shall not be a national of the PRC and shall be selected by agreement between the parties or, failing agreement within 20 Business Days after the date of appointment of the second of the two arbitrators appointed by the respective party, by the chairman of CIETAC. Any arbitral award a) shall be made in English and Chinese; b) shall be final and binding on both parties; and c) may be enforced in accordance with the provisions of the award.

D. Hong Kong – See further Paragraph L and P herein.

Nothing in these Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. Any contractual limitation of liability shall be modified so that such provision shall be applicable to the services provided hereunder to the maximum extent permitted by law.

The Customer represents that prior to submitting any document which designates the persons authorized to act on the Customer's behalf, including, but not limited to a security administrator designation form, Customer shall obtain from each individual referred to in such document all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service.

E. India – See further Paragraphs L, M and P herein.

F. Indonesia – See further Paragraphs L, N and P herein.

The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.

To the maximum extent permitted by law, the Bank may, at its sole discretion, make recordings and retain such recordings of telephone conversations and data transmissions between the Customer and the Bank.

G. Malaysia

(i) The following terms shall apply in relation to the Service where it is provided in relation to accounts in Malaysia and/or where the Service is provided in Malaysia:

- (a) Paragraph L and P shall apply.
- (b) Any references in the Service Terms to the term "Bank," shall mean J.P. Morgan Chase Bank Berhad.
- (c) The Bank shall give prior notice to the Customer of any change to these terms.
- (d) The Customer acknowledges that it may, through its security administrators, create maximum limits (at a user entitlement level) in relation to funds transfers that may be conducted using the Service, to limit the Customer's risks. Notwithstanding anything to the contrary in these terms, the Customer shall not be liable for any loss which is not attributable to or contributed to by the Customer.

(e) The Service Terms shall be governed by and construed in accordance with the laws of Malaysia (without reference to the conflict of laws rules thereof).

(ii) If the Service is to be accessed by a Customer (1) who is domiciled or incorporated in Malaysia, or (2) in Malaysia, that Customer undertakes not to access or utilize or attempt to access or utilize the Service provided by J.P. Morgan Chase Bank Berhad through any JPMorgan website other than <http://www.jpmorganaccess.com.my>.

H. **Philippines** – See further Paragraph L and P herein.

Subject to giving reasonable notice in writing the Bank, may amend the Account Documentation. The Customer will be deemed to have agreed to any such amendment, if the Customer fails to object thereto within five (5) days from receipt of such notice.

I. **Singapore** – See further Paragraph L and P herein.

Nothing in these Service Terms and the Account Documentation as applicable to the services provided under the Service Terms shall limit any party's liability for death or personal injury caused by negligence of that party or its employees or for fraud. For the avoidance of doubt, to the maximum extent permitted by law, the Customer hereby expressly agrees that nothing done or omitted to be done by the Bank pursuant to this agreement shall amount to a breach of the Bank's obligations under the bank secrecy laws of any jurisdiction.

The provisions in Paragraph L, as applicable to Singapore, shall be without prejudice and in addition to any other right of the Bank to disclose any information on the Customer under any applicable law.

J. **Republic of China (Taiwan)** – See further Paragraphs L, N and P herein.

The Customer hereby acknowledges that the Account Documentation and other related documents have been delivered to the Customer for review for a period of at least five (5) days before the execution. The Customer executes and delivers the Account Application after fully understanding the content of the above documents and hereby agrees to comply with the terms and conditions contained therein.

K. **Thailand** – See further Paragraphs L, M and P herein.

Nothing in of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms shall limit any party's liability for gross negligence of that party or its employees or for fraud.

L. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Australia, Cambodia, Peoples Republic of China, Hong Kong, India, Indonesia, Japan, Korea, Malaysia, Pakistan, Philippines, Singapore, Sri Lanka, Republic of China, Thailand and Vietnam

The Customer hereby consents to the disclosure of any information relating to the Customer to (i) any bank examiner(s), governmental authority, the Bank's head-office and other branch offices, its affiliates and associates, assignees or prospective assignees, (ii) the Bank's auditors, counsel and other professional advisers and (iii) any other Bank's sub-contractors or agents, in each case whether in India or elsewhere, as the Bank may, in good faith, consider necessary or desirable including, without limitation:

1. for the collation, synthesis, processing and management of data and the storing of data relating to any Accounts held or transactions undertaken by the Customer;
2. the reporting of transaction details and other customer-related information for global risk management, MIS and regulatory reporting and monitoring;
3. the monitoring of the Bank's global credit exposure to its clients and others;
4. for effecting any instruction by the Customer or any transaction for the benefit of the Customer, or effecting any disclosure that may be required of the Bank by any such party;

5. enhanced operational, technology, finance and other support function efficiencies, or

6. as may be required by law, regulations or legal process, provided that the Bank shall take such measures as it considers reasonable to preserve the confidentiality of such information or documents. The Bank shall at all times maintain in confidence all confidential information and documents relating to the Customer that are in the Bank's possession subject to the Bank's right to disclose such information and documents or requirements under the applicable law.

M. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Cambodia, India and Thailand.

Any dispute arising out of or in connection with the services provided pursuant to these Service Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The International Arbitration Act (Cap 143A) shall apply. The tribunal shall consist of a single arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. The arbitral proceedings shall be conducted in the English

language and any award or awards shall be rendered in English. The award of the arbitrator shall be final and conclusive and binding upon the parties, and the parties shall be entitled (but not obliged) to have judgment.

The arbitrator shall in all instances be required to apply the substantive law of the State of Ohio, United States of America (without reference to the conflict of laws rules thereof) and to enforce and apply the terms of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. Under no circumstances shall the arbitrator be permitted to award: (i) punitive damages; or (ii) damages of any nature in excess of the amount claimed. In addition, all statutes of limitation that would be applicable in any court proceeding involving the same subject matter shall apply in any arbitration proceeding brought hereunder. Nothing in this clause shall be deemed to exclude the right of either party to apply for interim injunctive relief from the State or Federal courts of the State of New York, United States of America, provided that any court proceedings shall be restricted to such purposes only, unless the parties agree otherwise.

Notwithstanding the above, any disputes related solely to a Customer Account opened and maintained in a state or jurisdiction other than New York shall be governed by the laws of that state or jurisdiction (without reference to the conflicts of law rules thereof).

- N. The following provisions are applicable to Customers (or, where applicable, Authorized Users) located in the following jurisdictions: Indonesia and Republic of China (Taiwan).

Notwithstanding anything to the contrary contained in these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms, the Bank shall have the right to proceed against the Customer in any other competent court in any other jurisdiction where the Customer's assets are situated from time to time and the Customer agrees to submit to the jurisdiction of any court so chosen by the Bank. The Customer further agrees to waive any objections on the ground of venue or forum non conveniens or any similar ground. The taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not. The Customer irrevocably and unconditionally waives any objection it may now or subsequently have to the choice of venue of any legal action arising out of or relating to these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms. The Customer also agrees that a final judgment against it in any such legal action shall be final and conclusive.

O. **European Union**

The Customer acknowledges that it is not a "consumer" for the purpose of the European Union's Electronic Commerce Directive ("ECD") (i.e. that it is not an individual) and agrees that the Bank shall not be required to make any disclosures or do any other thing which a non-consumer may agree not to require under the UK rules and legislation implementing the ECD. For further information on the Bank, please see "Notice regarding EU e-commerce information" in the Terms & Conditions on <http://www.jpmorgan.com>.

1. The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the Data Protection Act 1998 (the "Act") and other relevant data protection legislation. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "Collection Methods"), including via documentation relating to the provision to or use by the Customer of electronic banking services, or via the Customer's use of such electronic banking services, and via other correspondence or communications between the Customer and the Bank.
2. The Bank will use personal data collected by it or on its behalf via the Collection Methods for the following purposes (the "Purposes"), namely for the purpose of providing the services to the Customer in accordance with these Terms and the Product Terms, for the Bank's internal administrative purposes, for contacting the Customer about products and services which the Bank or other members of the Bank's group offer which the Bank believes may be of interest to the Customer, and as may be otherwise required by law or applicable regulatory or governmental authorities, and such purposes may include transfer of such personal data outside of the European Economic Area to the Bank's subsidiaries or other connected companies or to other organizations as may be required by law or other applicable regulatory or governmental authorities.
3. The Customer shall ensure that any disclosure of personal data made by it or by its employees or agents via the Collection Methods which relate to the Customer's employees or agents is only made following notification by the Customer to data subjects of the Purposes for which their personal data may be processed by or on behalf of the Bank, and is otherwise fair and lawful.

- P. As part of the Service, the Bank may (at its sole discretion, and subject to the Customer agreeing to any additional terms) make available an Application which allows the Customer to access information, issue Instructions and/or service requests in relation to and/or for the commencement of certain products which may include, without limitation, time deposits, call deposits, cash sweeping services, entrust loans, as applicable. Where the Service is used for the above purpose, the Customer agrees that all actions conducted, and Instructions and service requests issued shall bind the Customer and, where applicable, be subject to review and acceptance by the Bank. The Bank shall be under no duty to verify any Instructions, service requests or actions of the Customer. Where applicable, the Bank may confirm its acceptance of any service requests/Instructions through the applicable Application or through any other means acceptable to the Bank

Part II: Additional Service Terms – Consolidated Service Terms Booklet

A. Multicurrency Deposits & Collections

Multicurrency Deposit & Check Collection Services enable the Customer to accept checks drawn in a wide variety of currencies from its own deposit customers, sending them to a single location and receiving ledger credit or final payment to the Customer's USD account at the Bank

in a cost-efficient manner, eliminating the need for the Customer to hold correspondent accounts with a multitude of banks in a multitude of locations. The Bank can handle a number of currencies on a deposit basis (see appendix A below) and other currencies will be accepted but will be processed on a Collection basis directly with the paying banks.

1. Checks Processed on a Multicurrency Cash Letter Basis:

- (a) Deposits will be posted with ledger credit (uncollected funds) on the processing date with forward value applied according to the availability schedule listed below. The Bank's cutoff time for same-day processing is 2:00 p.m. CT. Processing of checks through this service is subject to the Bank's credit risk review. Checks received through this Service that are ineligible for cash letter processing will be handled on a collection basis. Any return items will be debited to Customer's account using the FX rate applied by the paying bank on the date of return.
- (b) The information reporting on items processed through the Multicurrency Cash Letter services other than Canadian deposits will appear as available on D+3 and will continue to roll for one day until collected and is limited to the country of origin as listed in Appendix A.
- (c) Canadian deposits will receive availability D+3.
- (d) The Bank will process checks under the Multicurrency Cash Letter services by following the Bank's own internal policies as to the method of collection.

2. Checks Processed on a Collection Basis:

- (a) A check will be processed on a collection basis if:
 - requested by the Customer
 - denominated in a nonstandard currency (not one of the listed currencies handled on a cash letter basis)
 - the check is a "third-country cheque" (denominated in a currency other than the national currency of the country where the drawee bank is located) or
 - the check is ineligible for cash letter processing for credit risk issues
- (b) The Bank will not process a check under \$150 USD or equivalent, because the total charges for such processing may exceed the value of the check. Proceeds will be credited to the Customer's account in U.S. currency within two banking days from receipt of good funds from the paying bank. Checks will be sent to the paying banks directly in accordance with the Bank's own internal policies. If payment is not received from the paying bank, the Bank will send the first tracer after three weeks and subsequent tracers may be sent at two-week intervals. Collection cases will typically be closed after two months and the Customer will be advised of the closure in writing. Once funds are credited to the Customer's account, such credit will not be reversed except in situations where a claim is made due to fraud or that the check was not authorized.

3. Miscellaneous

The Customer agrees that any losses resulting from rate fluctuations associated with adjustments or exception processing will be absorbed by the Customer. The mailing address for this Service is: JPMorgan Chase, Collection Department, 1111 Fannin St., Houston, TX 77002.

Appendix A:

Cash Letter Currencies		Estimated Times for Collected Funds
ALLD	Dollar	D + 10
CAD	Canadian	D + 3
CHF	Franc	D + 10
DKK	Krone	D + 10
EUR	Euro	D + 7
GBP	Pound	D + 7

HKD	Dollar	D + 10
NOK	Krone	D + 10
NZD	Dollar	D + 10
SEK	Krona	D + 10
SGD	Dollar	D + 10

B. International Cash Letter

International Cash Letter is a Service wherein the Bank provides the Customer with U.S. dollar check deposit, processing and clearing services (the "Service"). The Service shall also be subject to the operating procedures contained in the Bank's International Deposits Packaging Procedures

1. **Eligible Items:** The following items are the only items eligible for transport via the Service ("Eligible Items"):
 - **Cash Letter:** Checks and drafts drawn in U.S. dollars on, or payable through, banks located in the United States (including Puerto Rico, Guam and the U.S. Virgin Islands), endorsed for deposit to the Customer's account at the Bank. Such items shall not be considered deposited to the Customer's account until received and processed by the Bank's United States location responsible for processing deposits to the Customer's account.
 - **Check Collection:** Checks and drafts submitted for check collection and endorsed for deposit to the Customer's account received at the Bank's United States location for check collection services.

Should the Customer include for carriage any documents or items that are not Eligible Items, the Customer agrees that the Bank has no responsibility or obligation with regard to such non-Eligible Items and agrees to hold the Bank harmless from and against all claims or liabilities relating in any way to such non-Eligible Items.

2. **Pick-Up Times:** If the parties otherwise agree, the Bank may arrange with a designated courier to pick up Eligible Items from the Customer's specified location at specific hours and deliver such Eligible Items to a Bank location for processing, and credit to specified the Customer account(s) on an agreed schedule.
3. **Appointment of Agent:** If the parties otherwise agree, a designated courier may be selected by the Bank acting as the Customer's agent with regard to such courier; the Customer acknowledges and agrees that the Customer has the authority to and does authorize the Bank to select and appoint this courier in such capacity to carry Eligible Items in accordance with these Service Terms. The Bank will notify the Customer promptly of any subsequent replacement of the courier.
4. **Delivery of Checks:** The Customer will either deliver Eligible Items to the Bank at the designated locations using the Customer's own courier or deliver Eligible Items to the Bank via the designated courier at such address as the Bank advises Customer from time to time.
5. **Processing the Customer's Cash Letter:** The Bank will receive and process the Customer's Eligible Items in accordance with the normal U.S. Bank Check Clearing Guidelines. Processing at a foreign branch location may include receipt of the original checks, scanning and electronic transmission of the check information and check images to the Bank's processing location in the United States as well as the retention and destruction of the original checks.
6. **Return Items:** The Bank will notify the Customer promptly of all Return Items for Eligible Items received and processed under this Service. The Bank will advise the Customer's designated office via S.W.I.F.T. or other agreed upon method of all Eligible Items of \$2,500 and over. Return Items of less than \$2,500 will be advised to the Customer via mail. If the Customer desires, the Bank will advise the Customer of all Return Items regardless of the amount of the Eligible Item. All Return Items will be delivered to the Customer's designated location and may include substitute checks or imaged copies and not the original checks.
7. **Lost Items:** The Customer agrees to maintain copies of both sides of all items sent to the Bank under this Service and agrees to furnish the Bank with such copies upon request. In the absence of such copies, Customer agrees to maintain detailed records of such items and to provide them to the Bank upon request. If Customer is unable for any reason to provide such copies or records, the Bank will be unable to facilitate reconstruction or collection in cases of lost or stolen items and the Customer agrees that the Bank will have no liability or responsibility in such situations with regard to such items.
8. **Insurance:** If the Bank acts as agent for the Customer with regard to retaining the designated courier as stated in paragraph 3 above, the Bank will obtain from the designated courier limited insurance coverage to reimburse costs of reconstructing a lost cash letter (up to US\$ 2,500) and consequential interest expenses (up to US\$ 100,000) on the Customer's behalf. In the event of loss of a cash letter by the designated courier, the Customer will receive this insurance for so long as such insurance is in place. The Bank does not assure that (1) it will continue to maintain such coverage during the entire term of this Service or for any specified period, (2) it will purchase

insurance at any other rate than currently offered or (3) that the designated courier remains the provider of courier services to the Customer hereunder.

9. **Limitation of Liability:** Unless resulting directly from the Bank's failure to exercise ordinary care or lack of good faith, the Bank nor its branches, subsidiaries or affiliates will be liable to the Customer for loss, destruction, damage, misdelivery, theft, unexplained disappearance, confiscation or seizure by governmental or quasi-governmental authorities, or for delay in transmittal of any item, transmitted by, or for any matter in connection with the Service even though consolidation of the Customer's sending may have been accomplished within a Bank controlled location. The Customer acknowledges that the courier may employ subagents in connection with the courier service, and that neither the courier nor its subagents will be liable for confiscation or seizure by governmental or quasi-governmental authorities, or for delay in transmittal of any item delivered to them unless directly resulting from courier's or its subagent's negligence or lack of good faith.
10. **Representations and Warrants:** The Customer represents and warrants to the Bank, its foreign branches, subsidiaries and affiliates that:
 - (a) In connection with each item delivered to the courier, that transmittal by courier of such items has been expressly authorized by the owner of the item, and the Customer agrees to indemnify and hold the Bank harmless against any losses, liabilities, claims, damages or expenses of whatsoever kind, including reasonable attorney's fees, resulting from unauthorized transmittal.
 - (b) The Customer will not use the courier service for any purpose prohibited by foreign exchange regulations, postal regulations, or any other treaty, statute, regulation or authority and will not send via the courier service any non-Eligible Item or freely negotiable item via this Service.
 - (c) The Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering that the Customer believes effectively prevents the use of the Customer's operations, personnel or facilities for money laundering purposes.
11. **Amendments:** These Service Terms and any processing and packaging instructions may be amended by the Bank at any time upon 15 days' prior notice to the Customer. The Bank will provide prompt notice of any amendment.
12. **Termination/Suspension:** The Customer may terminate the Service at any time upon written notice to the Bank. The Service Terms will continue to apply to all items processed under the Service. If the Bank decides to terminate this Service, the Bank will send the Customer notice thirty (30) days' prior to the discontinuance of the Service. The Bank agrees to notify the courier if the courier was arranged by the Bank of such termination. Notwithstanding the foregoing, the Bank may immediately suspend the Service for so long as required to arrange substitute courier services, if necessary or if the Service under existing terms becomes at any time contrary to applicable law, regulations or order in any jurisdiction where the Bank is required to act. The Bank will give prompt notice of any suspension.
13. **Choice of Law; Jurisdiction:** These Service Terms will be governed and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws provisions. Both the Customer and the Bank irrevocably consent to the nonexclusive jurisdiction of the courts of the State of New York and United States Federal Courts in connection with any suit, action or proceeding arising out of or relating to the Service Terms.

C. Foreign Exchange Payment

Foreign Exchange (FX) transactions are payments and receipts where the currency of the transaction is different from the currency of the underlying account. The funds transfer may consist of more than one transaction in order to move funds from an originator's account to a beneficiary's account. The FX Payment Service allows the Customer to purchase or sell foreign currency as principal or agent ("Trader Contracts") and to include related settlement instructions by means of an electronic communication system or a Bank access system (each an "Access System"). As used herein, "Value Date" means the date specified in each Trader Contract for the delivery of the currency to be bought or sold.

1. **Trading Currencies.** Trader Contracts will be limited to the sale or purchase of the lawful currency of such countries or any composite currency as the Bank shall determine and advise the Customer from time to time. The Value Date may not be more than one year after the date on which the Customer enters into the Trader Contract. If the Customer chooses to make payment by checks to be issued with respect to the settlement of Trader Contracts, such checks shall be limited to such currencies as the Bank may announce to the Customer from time to time; and such currencies are subject to change or termination without prior notice.
2. **Contracting a Trade:**
 - (a) **Data Input.** The Customer shall enter into each Trader Contract by following the procedures set forth in the Service Material and by otherwise following the instructions provided through the Access System when using the Service. "Service Material" shall mean any administrative rules, clearing house rules, payment system rules, service terms or service guides, software licenses, Internet "click wrap" terms or disclosures, user guides or implementation forms that may contain operating procedures, security procedures, specifications or other requirements applicable to the Services.
 - (b) **Contract Rate.** The Bank, in its sole discretion, will determine all rates quoted by the Bank through the Access System. Such rates are based on various factors, including market information and information concerning the Customer and the proposed

Trader Contract. The Bank shall have no obligation to quote a rate based on any particular rate existing in the market or by using any particular formula.

- (c) Offer by the Customer. 1. For interactive services, the Bank and the Customer agree that the information displayed through the Access System relating to the contract rate shall be deemed an invitation by the Bank to the Customer to submit an offer to the Bank to enter into a Trader Contract. If the Customer wishes to make such an offer to the Bank, the Customer will enter the required information prior to the expiration time set for the quoted rate. 2. For straight-through process services, the Customer shall enter into each Trader Contract by following the procedures set for in the Documentation for that Service. The Bank and the Customer agree that when the Customer electronically transmits the instructions specified in the Documentation to the Bank, and in the manner and format specified in the Documentation, the Customer will be deemed to have made an irrevocable offer to the Bank to enter into a Trader Contract at such rate as is applied to that transaction by the Bank.
- (d) Confirmation. The Bank may, but shall not be required to, accept any offer of the Customer solely by transmitting to the Customer through the Access System a confirmation (the "Confirmation"). At the moment the Bank transmits (as evidenced by its records) the Confirmation, the Bank and the Customer will have entered into the Trader Contract. The Confirmation will be sent to the Customer's terminal (which depending on the Service used by Customer could be by return confirmation file), and the Customer may print the Confirmation, provided, however, that the Trader Contract will be valid notwithstanding the failure of the Customer to receive or print a Confirmation. Each Trader Contract will give rise to an obligation for the Customer to buy from the Bank, and for the Bank to sell to the Customer, the currency shown by the Confirmation as being purchased by the Customer, or for the Bank to buy from the Customer, and the Customer to sell to the Bank, the currency shown by the Confirmation as being sold by the Customer, on the terms shown in the Confirmation, for settlement on the Value Date.
- (e) Buy Back of Currency. Trader Contracts, once entered into, are final and irrevocable. The Customer acknowledges and agrees that the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under the Service. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased (whether via the Client Access System, telephone with Bank representatives or otherwise). Although the Bank may elect to facilitate buy back of certain major currencies (in the Bank's sole discretion), the Bank makes no commitment to buy back currencies notwithstanding any prior action or course of dealing.

3. Settlement:

- (a) Processing Settlement Instructions. The Customer shall provide settlement instructions for each Trader Contract no later than 5:00 p.m. Eastern Time on the Value Date. If the Customer fails to provide settlement instructions by the Value Date as required herein, the Bank reserves the right to reconvert the currency into the original currency and the Customer will bear the risk of any change of currency rates. The Customer will enter settlement instructions pursuant to the procedures set forth in the Service Material and as provided to the Customer through the Access System. As a condition precedent to using this Service, the Customer is required to complete documentation provided by the Bank applicable for each service used for settlement.
- (b) Funding Currency Transactions. Whenever purchasing a currency pursuant to a Trader Contract, the Customer shall make the requisite amount of available funds being used to make such purchase available to the Bank by depositing such funds into an account designated by the Bank no later than close of business for the currency being sold on the Value Date. Whenever selling currency, the Customer shall deposit such currency to an account designated by the Bank no later than close of business for the currency being sold on the Value Date. The Bank is authorized to reverse any payment orders transmitted by the Bank with respect to any Trader Contract if the Customer fails to deliver full and final payment to the Bank by the Value Date. Notwithstanding anything to the contrary in this Agreement, the Bank's obligation to process settlement instructions for purchases of currency in advance of the Bank's receipt of full and final payment from the Customer is subject to the limitation that the aggregate dollar value of Trader Contracts for purchases having the same Value Date shall not be in excess of an amount established by the Bank for the Customer from time to time; such amount shall be subject to revision or cancellation by the Bank at any time without prior notice, although the Bank will endeavor to notify the Customer prior to any revision or cancellation.
- (c) Cash Basis Customer. Customers who are established by the Bank as "Cash Basis" Customers may only execute spot transactions for the purchase of the lawful currency of such countries or any composite currency as the Bank shall determine and advise the Customer from time to time. The spot transaction will have a Value Date one or two business days from the "Transaction Date" (the date the Trader Contract is entered into) for most currencies, as established by the Bank. Cash Basis customers will be debited on the Transaction Date instead of the Value Date. If the Customer's account does not have sufficient funds available to cover the Trader Contract on the Transaction Date, the Bank, on the following business day, will cancel the Trader Contract and any associated payment order. The Bank shall have no liability to the Customer in the event the Bank cancels a Trader Contract due to the Customer not having sufficient funds available to cover the Trader Contract on the Transaction Date.
- (d) Payment in Specified Currency. The receipt or recovery by either party of any amount in respect of an obligation of the other in a currency other than that specified for payment hereunder, whether pursuant to a judgment of any court or pursuant to a separate closeout agreement or otherwise, shall discharge such obligation only to the extent that on the business day immediately following such receipt, the recipient shall be able, in accordance with normal banking procedures, to purchase the relevant currency specified for payment in the amount specified with the other currency so received. If the amount of the relevant currency specified for payment hereunder or under a Trader Contract so purchasable shall be less than the amount specified hereunder of such obligation, the obligor shall, as a separate obligation and notwithstanding any judgment of any court, indemnify the recipient against any loss sustained by it. The obligor shall in any event indemnify the recipient against any costs incurred by it in making any such purchase of the relevant currency specified for payment.
- (e) Settlement by Draft. For all Trader Contracts that the Customer elects to settle by draft, the Customer acknowledges and agrees that in the event the draft is not presented for payment within one hundred eighty (180) days from the date of issuance, the Bank

shall have the right to cancel the draft, and the Customer authorizes the Bank to reconvert the funds into the original currency at the then-current rate and recredit the Customer's Account. If the remitter is no longer a customer of the Bank, the Bank may, in its discretion, transfer balances to an unclaimed monies account, or issue a cashier's check, sending it to the address of the Customer on the books and records of the Bank. In the event that the payee, holder or other third-party claims against the Bank on a cancelled draft, the Customer agrees that it shall be responsible for any losses in connection with such cancellation, including any amount recredited or otherwise paid to the Customer. The Customer acknowledges and agrees that applicable service charges and expenses, including stop payment and periodic maintenance fees, may be charged to the Customer's Account or otherwise deducted from the amount to be paid to the Customer.

4. General Provisions:

- (a) **Representations and Warranties.** The following representations and warranties shall be deemed to be made and repeated by the Customer upon entry into any Trader Contract. The Customer represents and warrants that: i) each Trader contract or other Bank currency contract is entered into by the Customer for the purpose of hedging its exposure to currency fluctuation and not for purposes of speculation; and ii) the Customer has sufficient knowledge and experience to be able to evaluate the merits and risks of entering into each Trader Contract or other Bank currency contract, is acting in light of its own judgment or upon professional advice it obtained independently of the Bank or any agent of the Bank as to those merits and risks including, where relevant, its own judgment of the correct tax and accounting treatment of the Trader Contract or other Bank currency contract and it is not relying upon the view or advice by the Bank.
- (b) **Master Foreign Exchange Agreements.** If the Customer and the Bank have entered on or hereafter enter into any master agreement relating to foreign exchange contracts, Trader Contracts shall be subject to the cancellation and closeout provisions of any such agreement providing for liquidation of foreign exchange contracts upon the occurrence of specified events (including those provisions relating to closeout netting), but shall not be subject to the other provisions of such agreement such as those relating to the creation of foreign exchange contracts and (unless otherwise agreed) payment netting.

Part III: Liquidity Solutions Service Terms – Consolidated Service Terms Booklet

A. US Cash Concentration Service Terms (Single Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer (the "Customer") with its Cash Concentration Service (the "Service") by which the Bank will automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit accounts maintained at the Bank in the U.S. and listed on Schedule A ("Customer Accounts"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service, the Customer agrees to these Service Terms.
2. **Balances.** The Customer shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.
3. **Representations.** The Customer represents and warrants: (i) that each Customer Account is not restricted in any way, and is owned and held outright by the Customer, and (ii) its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms.
4. **Authorized Changes.** The Customer may, upon reasonable notice to the Bank, and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of this Service Terms to such changes.
5. **Intercompany Reports.** If the Customer selects, as a feature of the Service, the Intercompany Reporting Service feature (the "InterCo Feature"), that selection and affected Customer Accounts shall be specified on Schedule A for the Service. Under the InterCo Feature, the Bank will provide the Customer with reports, for the Customer Accounts, detailing: (i) a tracking of accumulated inter-account balance transfers; and (ii) a calculation of intracompany earnings and borrowing charges. In addition, the Bank, through the InterCo Feature, will provide the Customer with automated posting, to the affected Customer Accounts, of applicable intracompany earnings and borrowing charges.
6. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.
7. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a

reasonable time to act on such notice. These Service Terms may be terminated by the Bank, effective immediately upon the sending of written notice to the Customer.

8. **Notices.** All notices to the Bank, pertaining to the Service, shall be sent to: JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Technologies Corporation – Liquidity Management Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to a Customer shall be sent to the Customer's last known address on the Bank's books and records.
9. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflict of laws provisions thereof.

B. US Cash Concentration Service Terms (Multi Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customers (each a "Customer" or collectively the "Customers") with its Cash Concentration Service (the "Service") by which the Bank will automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit accounts maintained at the Bank, in the U.S., and listed on Schedule A ("Customer Accounts"). The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.
2. **Balances.** The Customers shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.
3. **Representations.** Each Customer represents and warrants, with respect to itself: (i) that each of its Customer Accounts is not restricted in any way, and is owned and held outright by the Customer, and (ii) that its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms.
4. **Service Requirements.**
 - (a) The Bank will provide the Service to the Customers, only if each Customer is an affiliate of the other Customers (an "Affiliate"). "Affiliate" means an entity controlling, controlled by, or under common control with each Customer.
 - (b) Each Customer appoints the Affiliate identified in Schedule A as its agent (the "Agent") for the purpose of (i) representing it with respect to any matter arising under these Service Terms, and (ii) executing and signing any agreements, documents or amendments on its behalf (x) in order to effect the transaction or actions contemplated by or (y) related to any matter arising under the Service Terms.
5. **Authorized Changes.** The Agent with respect to any Customer, may, upon reasonable notice to the Bank and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of these Service Terms to such changes for the affected Customer.
6. **Intercompany Reports.** If the Customer selects, as a feature of the Service, the Intercompany Reporting Service feature (the "InterCo Feature") provided by the Bank, that selection and affected Customer Accounts shall be specified on Schedule A for the Service. Under the InterCo Feature, the Bank will provide the affected Customer with reports, for the Customer Accounts, detailing: (i) a tracking of accumulated inter-account balance transfers; and (ii) a calculation of intercompany or intracompany earnings and borrowing charges. In addition, the Bank, through the InterCo Feature, will provide the Customer with automated posting, to the affected Customer Accounts, of applicable intercompany and intracompany earnings and borrowing charges.
7. **Indemnity.** Each Customer, jointly and severally, shall indemnify and hold the Bank harmless from and against any and all claims, damages, demands, liabilities, losses, costs and expenses (including reasonable attorneys' fees and claims caused by overdrafts in Customer Accounts), arising under these Service Terms, except and to the extent directly caused by the negligence or willful misconduct of the Bank.
8. **Set Off.** Each Customer agrees that the Bank shall have the unrestricted right, at any time, without notice, to (i) set off, in whole or in part, any funds in any Customer Account, against any overdraft in any other Customer Account; and (ii) transfer or otherwise apply, in whole or in part, any overdraft in any Customer Account, to any other Customer Account, even if so doing places such other Customer Account into or further into an overdraft.
9. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.
10. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by any one Customer with respect to itself, or by the Agent with

respect to any one Customer, by sending written notice to the Bank. These Service Terms may be terminated by the Agent on behalf of all of the Customers by the sending of written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, with respect to any one Customer, or with respect to all Customers, effective immediately upon the sending of written notice to the affected Customer or the Agent.

11. **Notices.** All notices to the Bank, pertaining to the Service, shall be sent to: JPMorgan Chase Bank, N.A. c/o JPMorgan Treasury Technologies Corporation – Liquidity Management Operations, 10420 Highland Manor Drive – 2nd Floor, Tampa, FL 33610. All notices to a Customer shall be sent to the Customer's last known address on the Bank's books and records.
12. **Governing Law.** These Service Terms, shall be governed by and construed in accordance with the laws of the State of New York, without reference to the conflict of laws provisions thereof.

C. Cross-Border (U.S./U.K.) Cash Concentration Service Terms (Single Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customer (the "Customer") with its Cash Concentration Service (the "Service") by which the Bank will: (i) automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") from the U.S. dollar demand deposit account maintained at the Bank in the U.S. and the U.S. dollar deposit account in London, which are listed on Schedule A ("Customer Accounts"); and (ii) if the Customer selects this feature, the automatic return of such funds to the original deposit account. The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meaning as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.
2. **Accounts.** The Customer has or will open the following Customer Accounts, as specified in Schedule A: (i) a U.S. dollar demand deposit account on the Bank's books in the U.S. ("US DDA"); and (ii) a U.S. dollar deposit account on the Bank's books in its London Branch ("London Account").
3. **Balances.** The Customer shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.
4. **Acknowledgments.**
 - (a) The Customer acknowledges that deposits held in a branch of the Bank located outside the U.S. are payable exclusively at the branch at which the accounts are held and are not payable in the U.S. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the U.S. in the event of a liquidation of the Bank than U.S. domestic deposits.
 - (b) The Customer further acknowledges that, notwithstanding anything to the contrary herein, if the Bank becomes aware of any legal or regulatory action which, in the Bank's sole opinion, inhibits the operation of the Service then the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.
5. **Representations.** The Customer represents and warrants: (i) that each Customer Account is not restricted in any way and is owned and held outright by the Customer; and (ii) its obligations under these Service Terms are legal, valid and binding, and enforceable on accordance with their terms.
6. **Initial Transfers.** If, in Schedule A, the Customer selects a one way transfer of funds from the US DDA then the provisions of Section 6(a) will apply. If, in Schedule A, the Customer selects a one way transfer of funds from the London Account, then the provisions of Section 6(b) will apply. If, in Schedule A, the Customer selects a two way transfer of funds, then the provisions of Sections 6(a) and 6(b) will apply. In all events, the Customer will select, in Schedule A, a target balance for the US DDA ("Target Balance"). The Bank, at the close of a banking business day in New York, U.S.A. ("Day 1") will determine the available balance in the US DDA and make the transfers as described below.
 - (a) If the US DDA has positive balances which exceed the Target Balance ("Positive Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on Schedule A, from the US DDA to the London Account, with a debit to the US DDA on Day 1, and a credit to the London Account on the next business day in London, value dated Day 1 – if Day 1 is a London banking business day, and otherwise on the current banking business day, provided, however, that with respect to U.S. residents, as such term is defined in Section 204.2(s) of Regulation D of the Federal Reserve Board, the Bank will only make the transfer to the London Account if the amount to be transferred, together with the amount on deposit in the London Account, exceeds US \$100,000.
 - (b) If the US DDA is in an overdraft position or falls short of the Target Balance (collectively, "Shortfall Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on Schedule A, from the London Account to the US DDA. The London Account will be debited for the entire amount of the Shortfall Balance, even if so doing places the London Account

into or further into an overdraft. Funds transferred from the London Account to the US DDA will be credited provisionally to the US DDA on Day 1, and debited to the London Account on the next banking business day, value dated Day 1. The provisional credit will be final following the Bank's approval of the debit to the London Account.

7. **Authorized Changes.** The Customer may, upon reasonable notice to the Bank, and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of this Service Terms to such changes.
8. **Required FDIC Disclosure.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the FDIC after completion of all transactions related to the Service and will be insured by the FDIC under its applicable insurance rules and limits.
9. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless and until terminated. These Service Terms may be terminated by the Customer by sending written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, effective immediately upon the sending of written notice to the Customer.
10. **Notices.** All notices to the Bank shall be sent to: JPMorgan Chase Bank, N.A. c/o J.P. Morgan Treasury Technologies Corporation, Liquidity Management Operations, 10420 Highland Manor Drive – Bldg 2 – 2nd Floor, Tampa, FL 33610 or such other address subsequently specified by the Bank. All notices to the Customer shall be sent to the Customer's last known address on the Bank's books and records.
11. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without reference to the conflict of law provisions thereof.

D. Cross-Border (U.S./U.K.) Cash Concentration Service Terms (Multi Entity)

1. **Service.** JPMorgan Chase Bank, N.A. (the "Bank") will provide the customers (each a "Customer" or collectively the "Customers") with its Cash Concentration Service (the "Service") by which the Bank will: (i) automatically transfer funds in the amounts and in accordance with the instructions and selections set forth in the service implementation form or schedule for the Service ("Schedule A") to and/or from the U.S. dollar demand deposit account maintained at the Bank in the U.S. and the U.S. dollar deposit account in London which are listed on Schedule A ("Customer Accounts"); and (ii) if the Customer selects this feature, the automatic return of such funds to the original deposit account. The provisions of the Bank's account documentation, including terms and conditions governing the operation of accounts and services ("Account Documentation"), are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined in these Service Terms, shall have the same meanings as set forth in the Account Documentation. By signing the Schedule A for the Service or by using or continuing to use the Service the Customer agrees to these Service Terms.
2. **Accounts.** The Customers have or will open the following accounts ("Authorized Accounts"), as specified in Schedule A: (i) a U.S. dollar demand deposit account on the Bank's books in the U.S. ("US DDA"); and (ii) a U.S. dollar deposit account on the Bank's books in its London Branch ("London Account")
3. **Balances.** The Customers shall maintain sufficient balances in the Customer Accounts to cover any amounts scheduled to be transferred. The Bank may refuse or reverse any transfer if there are insufficient balances to effect such transfer without creating an overdraft. If the Bank effects a transfer that causes or increases an overdraft to a Customer Account, such overdraft shall be immediately due and payable by the Customer, without further notice or demand, together with interest thereon for the period of the overdraft.
4. **Acknowledgments.**
 - (a) The Customer acknowledges that deposits held in a branch of the Bank located outside the U.S. are payable exclusively at the branch at which the account is held and are not payable in the U.S. Such deposits: (i) are not insured by the Federal Deposit Insurance Corporation (the "FDIC") or any other governmental entity; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the U.S. in the event of a liquidation of the Bank than U.S. domestic deposits.
 - (b) The Customer further acknowledges that, notwithstanding anything to the contrary herein, if the Bank becomes aware of any legal or regulatory action which, in the Bank's sole opinion, inhibits the operation of the Service then the Bank may suspend the Service until the Bank's concerns are resolved to its satisfaction.
5. **Representations.** Each Customer represents and warrants, with respect to itself: (i) that each of its Customer Accounts is not restricted in any way, and is owned and held outright by the Customer, and (ii) that its obligations under these Service Terms are legal, valid and binding, and enforceable in accordance with their terms.
6. **Initial Transfers.** If, in Schedule A, the Customers select a one way transfer of funds from the US DDA then the provisions of Section 6(a) will apply. If, in Schedule A, the Customers select a one way transfer of funds from the London Account, then the provisions of Section 6(b) will apply. If, in Schedule A, the Customers select a two way transfer of funds, then the provisions of Sections 6(a) and

6(b) will apply. In all events, the Customers will select, in Schedule A, a target balance for the US DDA ("Target Balance"). The Bank, at the close of a banking business day in New York, U.S.A. ("Day 1") will determine the available balance in the US DDA and make the transfers as described below.

- (a) If the US DDA has positive balances which exceed the Target Balance ("Positive Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on the Implementation Form, from the US DDA to the London Account, with a debit to the US DDA on Day 1, and a credit to the London Account on the next business day in London, value dated Day 1. Day 1 is a London banking business day, and otherwise on the current banking business day, provided, however, that if the London Account is maintained by a U.S. resident, as such term is defined in Section 204.2(s) of Regulation D of the Federal Reserve Board, the Bank will only make the transfer to the London Account if the amount to be transferred, together with the amount on deposit in the London Account, exceeds US \$100,000.
- (b) If the US DDA is in an overdraft position or falls short of the Target Balance (collectively, "Shortfall Balance"), then the Bank will transfer an amount, in accordance with the selection and instructions on the Implementation Form, from the London Account to the US DDA. The London Account will be debited for the entire amount of the Shortfall Balance, even if so doing places the London Account into or further into an overdraft. Funds transferred from the London Account to the US DDA will be credited provisionally to the US DDA on Day 1, and debited to the London Account on the next banking business day, value dated Day 1. The provisional credit will be final following the Bank's approval of the debit to the London Account.

7. **Service Requirements.**

- (a) The Bank will provide the Service to the Customers, only if each Customer is an Affiliate of the other Customers (an "Affiliate"). "Affiliate" means an entity controlling, controlled by, or under common control with such Customer.
- (b) Each Customer appoints the Affiliate identified in Schedule A as its agent (the "Agent") for the purpose of (i) representing it with respect to any matter arising under these Service Terms, and (ii) executing and signing any agreements, documents or amendments on its behalf (x) in order to effect the transaction or actions contemplated by or (y) related to any matter arising under the Service Terms.

8. **Authorized Changes.** The Agent with respect to any Customer, may, upon reasonable notice to the Bank and consented to by the Bank, authorize additions, deletions or changes to the Schedules, which notice shall extend the representations, acknowledgments and terms of these Service Terms to such changes for the affected Customer.

9. **Indemnity.** Each Customer, jointly and severally, shall indemnify and hold the Bank harmless from and against any and all claims, damages, demands, liabilities, losses, costs and expenses (including attorneys' fees and claims caused by overdrafts in an Authorized Account) arising under these Service Terms, including, without limitation, claims resulting from any breach or alleged breach of any representation or warranty hereunder, except, and to the extent, any such claims, damages, demands, liabilities, losses, costs and expenses are directly caused by the gross negligence or willful misconduct of the Bank.

10. **Set Off.** Each Customer agrees that the Bank shall have the unrestricted right, at any time, without notice, to (i) set off, in whole or in part, any funds in any Customer Account, against any overdraft in any other Customer Account; and (ii) transfer or otherwise apply, in whole or in part, any overdraft in any Customer Account, to any other Customer Account, even if so doing places such other Customer Account into or further into an overdraft.

11. **Required FDIC Disclosures.** In the event of a failure of the Bank, funds transferred as part of a Service will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the Federal Deposit Insurance Corporation after completion of all transactions related to the Service and will be insured by the Federal Deposit Insurance Corporation under its applicable insurance rules and limits.

12. **Term; Termination.** These Service Terms shall be in effect as of the date of the applicable Schedule A, and shall remain in effect unless terminated until terminated. These Service Terms may be terminated by any one Customer with respect to itself, or by the Agent with respect to any one Customer, by sending written notice to the Bank. These Service Terms may be terminated by the Agent on behalf of all of the Customers by the sending of written notice to the Bank. Any notice of termination sent to the Bank shall only be effective when actually received by the Bank and after the Bank shall have a reasonable time to act on such notice. These Service Terms may be terminated by the Bank, with respect to any one Customer, or with respect to all Customers, effective immediately upon the sending of written notice to the affected Customer or the Agent.

13. **Notices.** All notices to the Bank shall be sent to: JPMorgan Chase Bank, N.A. c/o J.P. Morgan Treasury Technologies Corporation, Liquidity Management Operations, 10420 Highland Manor Drive - Bldg 2 -- 2nd Floor, Tampa, FL 33610. All notices to a Customer or the Agent shall be sent to the Customer's or the Agent's, as applicable, last known address on the Bank's books and records.

14. **Governing Law.** These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without reference to the conflict of law provisions thereof.

CONTINUING DEPOSIT SECURITY AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 200 ____, by and between the _____ ("Customer"), and **JPMorgan Chase Bank, N.A.** ("the Bank").

RECITALS

A. From time to time Customer, for investment and business purposes, makes deposits of money with the Bank; and

B. Although such deposits are generally eligible for FDIC insurance coverage, such coverage is limited for the funds of each public unit, as that term is defined by applicable law.

C. In consideration of the deposits made by Customer with the Bank, Customer and the Bank desire to enter this Agreement granting Customer a security interest in certain Collateral hereinafter defined to afford Customer greater protection.

NOW, THEREFORE, in consideration of the Customer's depositing its funds with the Bank and as security for the repayment of those deposits, the parties agree as follows:

1. OBLIGATIONS. The obligations subject to this Agreement, hereinafter referred to as "Obligations", are the accounts held in the following name:
_____.
2. GRANT OF SECURITY INTEREST - COLLATERAL. To secure the Obligations described above, the Bank hereby grants to the Customer security interest in and assigns and pledges assets, hereinafter referred to as ("Collateral"). The Bank represents that its Board of Directors has passed a resolution authorizing and approving the execution and delivery of contracts with the United States, individual states, and any political subdivisions thereof ("Public Units") providing for the deposit of public funds with the Bank and the pledge of collateral by the Bank to the Public Unit and further authorizing and approving the execution and delivery of all related contracts between the Public Units and the Bank, including without limitation, assignments, pledge agreements and security agreements; that such resolution is reflected in the Minutes of the Bank's Board of Directors; and that a copy of this Continuing Deposit Security Agreement shall be maintained as an official record of the Bank.
3. LOCATION OF COLLATERAL. The Bank agrees to deliver and place the Collateral with the Federal Reserve Bank, hereinafter referred to as "Trustee", as a book entry item in the name of the Customer as the secured party. Evidence of such transaction will be forwarded to the Customer promptly after

the transaction occurs, in no event later than one (1) week from the execution of this Agreement.

4. BANK REPRESENTATIONS, WARRANTIES AND PROMISES. The Bank further represents, warrants and agrees:

- a) The Bank has full power and authority to enter into this Agreement.
- b) The Bank is the owner of the Collateral, or if the Bank is not the owner, the owner has agreed to execute a Hypothecation Agreement granting a security interest in the Collateral in consideration of the Customer's deposits.
- c) The Bank agrees that the total aggregate market value of the Collateral pledged to the Customer, pursuant to this Agreement, shall be continually maintained at the amount equal to or greater than 102 percent of the Obligations of the Bank to the Customer which exceed the sum of the Federal Deposit Insurance Corporation's Insurance limitation. Customer shall notify Bank of significant changes in the amount of Customer's deposits, at which time Bank will pledge additional or release excess securities. (Bank will voluntarily monitor the market value of pledged securities on a daily basis.)
- d) If the Bank shall desire to sell or otherwise dispose of any one or more of the securities constituting part of the Collateral deposited with the Trustee, it may substitute for any one or more such securities other securities of the same current par and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it is desired; provided, however, that the aggregate market value of all Collateral pledged hereunder shall be at least equal to the amount of Collateral required hereunder.
- e) The Bank shall be entitled to income on securities held by the Trustee, and the Trustee may dispose of such income as directed by the Bank without approval of the Customer, provided a breach of contract does not exist.
- f) This Agreement will continuously, from the time of its execution, remain part of the official records of the Bank.

5. EVENTS OF BANK DEFAULT. The Bank shall be in default under this Agreement upon the occurrence of any one or more of the following events or conditions which continue to exist for a period of ten (10) days after Customer has served the Bank with a notice generally describing said defaults:

- a) Failure to comply with any of the requirements of Subparagraph 4 above or any other provisions of this Agreement;
- b) Non-payment of any of the Obligations when due or non-performance of any promises made by the Bank in this Agreement;
- c) Insolvency of the Bank;
- d) The appointment of a receiver for any part of the Bank.

6. RIGHT OF CUSTOMER UPON BANK'S DEFAULT. In the event of a default by the Bank, in addition to all the rights and remedies provided in Article 9 of the Uniform Commercial code and any other applicable law, the Customer may (but is under no obligation to the Bank to do so) sell, assign and deliver the whole, or any part of the Collateral or any substitutes thereof or additions thereto, in a commercially reasonable manner and with right to purchase the Collateral at any public sale. Out of the proceeds of any such sale Customer may deduct its actual damages and reasonable costs and expenses of sale incurred as a result of Bank's default, accounting to Bank for the remainder, if any, of such proceeds or collateral remaining unsold.

7. CUSTOMER REPRESENTATIONS, WARRANTIES, AND PROMISES. Customer further represents, warrants and agrees:

- a) Customer has full power and authority to enter into this Agreement.
- b) Customer will comply with the terms of any other agreements it may have with the Bank which govern the Obligations.

In the event that Customer fails to comply with any of its promises herein, or any of its representations is untrue or any of its warranties is breached, or if any of the Obligations are subjected to service of process, including but not exclusively, a writ of execution, then Bank may immediately terminate this Agreement.

8. LAW GOVERNING. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of Texas applicable to agreements made and to be wholly performed in such state.

9. TERMINATION OF THE AGREEMENT. Customer or the Bank may terminate this Agreement by giving written notice of termination to the other party which notice is effective when received by the other party. The rights and liabilities of the parties under this Agreement survive any termination of the Agreement until all Obligations have been satisfied in full.

10. NOTICES. All notices and other communications shall be sent to the

CUSTOMER:

Name: _____

Address: _____

City/State: _____

BANK:

Name: **JPMorgan Chase Bank, N.A.**

Address: _____

City/State: _____

11. ASSIGNS. This Agreement and all rights and liabilities hereunder and in and to any and all Collateral shall inure to the benefit of Customer and the Bank and their respective successors and assigns. No portion of this Agreement may be assigned without the expressed written consent of the other party, and any assignment must comply with all provisions of Paragraph 4c.

IN WITNESS WHEREOF the parties have signed this Agreement as of this day and year first above written.

CUSTOMER:

List of Accounts:

BY: _____

Title

BANK:

JPMorgan Chase Bank, N.A.

BY: _____

Title

**FEDERAL RESERVE BANK
OPERATING CIRCULAR 7**

APPENDIX C: CUSTODY AGREEMENT FOR BOOK-ENTRY SECURITIES

This Appendix sets forth the terms under which this Bank holds Book-Entry Securities in custody for the benefit of a state or local government or unit thereof to which the securities have been pledged. Unless otherwise agreed in writing between this Bank and a Pledgee, this Appendix applies only to Book-Entry Securities pledged for the purposes specified in Paragraphs 4.3.2(a) (ii) of this Operating Circular ("Circular"). This Appendix constitutes an agreement, as described in the Applicable Regulations, regarding the security interest of a non-Participant in Book-Entry Securities held by a Participant on the books of this Bank. Each Reserve Bank has issued an Appendix C to Circular No. 7 identical to this one.

1.0 DEFINITIONS

In addition to the terms defined in the Circular, the terms defined in this Paragraph have the following meanings when used in this Appendix.

- (a) **Applicable Regulations** means the regulations of issuers of Book-Entry Securities listed in Appendix A to this Circular.
- (b) **Collateral Transaction** means the pledge of Book-Entry Securities by a Pledgor to a Pledgee; the release of Pledged Securities to a Pledgor; or the substitution of the same par value amount of new Pledged Securities for existing Pledged Securities that are released to the Pledgor.
- (c) **Pledged Security** means a Book-Entry Security that is held in a Restricted Securities Account.
- (d) **Pledgee** means the state or local government or unit thereof, to which Book-Entry Securities have been pledged.
- (e) **Pledgor** means the Participant that has pledged the Book-Entry Securities.

2.0 GOVERNING LAW

2.1 The Bank provides custodial services in accordance with Paragraph 4.3.2(a) (ii) of the Circular and this Appendix. The Bank's rights and obligations in providing custodial services pursuant to this Appendix are governed solely by the Circular, this Appendix, and the Applicable Regulations.

2.2 Pledgor and Pledgee warrant that a pledge of Book-Entry Securities marked on the books of the Bank under the provisions of this Appendix is in accordance with applicable law. If any provision of any bond, security or pledge agreement between Pledgor and Pledgee, or any subsequent waiver, modification or amendment of such agreement, imposes any duties on this Bank that are inconsistent with the provisions of this Appendix, the provisions of this Appendix govern. Provisions of state law that are inconsistent with, or in addition to, the provisions of this Appendix are not binding on this Bank unless otherwise agreed in writing.

2.3 Under the Applicable Regulations, the security interest of a Pledgee is perfected by this Bank's marking the security interest on its books, and the security interest has priority over any other interest in the Pledged Securities, other than a security interest of the United States.

3.0 ESTABLISHMENT OF RESTRICTED SECURITIES ACCOUNT

3.1 This Bank will establish a Restricted Securities Account for the benefit of a Pledgee once the Pledgee has agreed to the terms of this Appendix and has provided such other

information as may be required by the Bank. Existing Pledgeses may be required to execute a new agreement with the Bank but, in the absence of such new agreement, are deemed to have agreed to the provisions of this Appendix by continuing to hold Pledged Securities with the Bank. Forms for this purpose are available from the Bank.

3.2 By initiating a Collateral Transaction, a Pledgor agrees to all the provisions of this Appendix, as amended from time to time.

4.0 COLLATERAL TRANSACTIONS

4.1 A Collateral Transaction is initiated by the Pledgor and, except for the pledge of new Pledged Securities, requires the prior approval of the Pledgee or its authorized representative. Collateral Transaction requests and Pledgee authorizations are subject to verification procedures the Bank specifies from time to time.

4.2 If a Pledged Security is unacceptable as collateral to a Pledgee, the Pledged Security will not be released to the Pledgor without the authorization of the Pledgee. The Bank assumes no responsibility to determine if a Pledged Security is acceptable to the Pledgee.

4.3 A Pledgee may provide the Bank with written standing instructions to permit substitutions of like par value amounts of Pledged Securities without the consent of the Pledgee. A substitution transaction involving a lesser par value amount of Pledged Securities requires Pledgee authorization for the release of Pledged Securities. In the case of a substitution involving a pay-down Book-Entry Security, par value refers to the outstanding book value of the securities at the time of a substitution transaction.

4.4 The Bank issues a confirmation to the Pledgee and the Pledgor for each Collateral Transaction. The confirmation is conclusive evidence of the Collateral Transaction reflected therein.

5.0 INTEREST PAYMENTS AND OTHER PROCEEDS

5.1 Pursuant to Paragraph 9.2 of the Circular, the Bank credits payments of interest on the Pledged Securities to the Pledgor until the Bank receives (i) a written certification from the Pledgee or its authorized representative that the Pledgor is in default under any underlying pledge or security agreement between the Pledgor and the Pledgee, and (ii) written instructions directing the Bank to hold the interest payments. The Bank holds the interest payments in a non-interest-bearing account until collected in accordance with Paragraph 6 of this Appendix.

5.2 The Bank holds proceeds of Pledged Securities (other than interest payments) in a non interest-bearing account, pursuant to Paragraph 4.3.3 of the Circular, until: (a) Pledged Securities are deposited in substitution for the proceeds or the proceeds are released in accordance with Paragraph 4 of this Appendix; or (b) the proceeds are collected in accordance with Paragraph 6 of this Appendix.

6.0 COLLECTION OF PLEDGED SECURITIES AND PROCEEDS

6.1 If the Pledgee or its authorized representative certifies in writing to the Bank that the Pledgor is in default under any underlying pledge or security agreement between the Pledgor and the Pledgee, and certifies that the Pledgee has satisfied any notice or other requirement to which the Pledgee is subject, the Pledgee may instruct the Bank in writing to transfer specific amounts and issues of Pledged Securities and, if applicable, specific amounts of interest payments or other proceeds of Pledged Securities not previously credited to the Pledgor or otherwise released, to designated accounts on the books of this Bank or another Reserve Bank.

6.2 Promptly after receiving such certifications and instructions, the Bank will make the transfer instructed by the Pledgee.

6.3 The Bank is not required to obtain the consent of the Pledgor for any such transfer and assumes no responsibility for determining the validity of a Pledgee's declaration of the Pledgor's default or of the underlying pledge or security agreement between the Pledgor and the Pledgee.

7.0 PROHIBITED ACTS

7.1 Notwithstanding any other provision of this Appendix or the Circular to the contrary, the Bank is not required to perform any act directed or required by the Pledgee if the Bank is prohibited from performing the act by law or by court order.

8.0 LIMITATIONS ON BANK'S LIABILITY AND DUTIES

8.1 The Bank is liable only for the actual direct loss sustained by a Pledgee or Pledgor proximately caused by the Reserve Bank's failure to exercise ordinary care or act in good faith in performing its duties under this Appendix. In no event shall the Reserve Bank be liable for consequential, indirect, incidental or special damages (including lost profits), however derived, and regardless of whether the Reserve Bank has been informed of the possibility thereof. Both the Pledgee and the Pledgor release and forever discharge the Bank from all other claims, demands, and liability of the Pledgee or the Pledgor, or both, in connection with the Bank's performance of its duties under this Appendix and indemnify the Bank for any claims of other parties, including costs of litigation and reasonable attorneys' fees, with respect to Pledged Securities held by the Bank.

8.2 In particular, but not exclusively, the Bank has no duty to:

- (a) act as escrow agent or in any other capacity not expressly provided for in this Appendix;
- (b) determine the validity of the pledge of securities by the Pledgor to the Pledgee, including whether any required bond, pledge, or security agreement has been executed;
- (c) monitor the value of a Pledged Security, or the declining book value of a pay-down Pledged Security subsequent to its pledge, or ensure that the type, amount, or value of a Pledged Security is that which is required under state or local law;
- (d) verify ownership, validity, or legality of the Pledged Securities;
- (e) pay assessments as provided under state or local law;
- (f) give notice of maturity, call, exchange offer, or the like, affecting the Pledged Securities;
- (g) carry insurance against loss of the Pledged Securities; or
- (h) inquire into the existence or continuance of the powers or authority of a public official who is the Pledgee or is acting for the Pledgee or the successors in office to or any person represented to the Bank as authorized to act on behalf of the Pledgee. However, the Bank may require a certificate from the proper authority showing that the public official, or any person represented to the Bank as authorized to act on behalf of the Pledgee, is and continues to be so authorized.

9.0 DISPUTES

In the event of notice of a conflicting claim with respect to Pledged Securities, the Bank may hold the Pledged Securities, including interest and proceeds, pending settlement of the dispute either by agreement of the parties or by order of a court of competent jurisdiction.

10.0 TERMINATION OF AGREEMENT OR PLEDGE SECURITIES ACCOUNT

10.1 The Bank or the Pledgee may terminate this Agreement and close any Restricted Securities Account established under this Appendix by giving not less than 30 calendar days advance written notice of termination to the other party and to the Pledgor.

10.2 The Bank may release Pledged Securities held by the Bank to the Pledgor at the end of the 30-day period. However, if, within the 30 day period, the Bank (a) receives written instructions from the Pledgor to otherwise dispose of the Pledged Securities and (b) the Pledgee's separate written approval thereof, the Bank will dispose of the Pledged Securities in accordance with these instructions.

10.3 If, by reason of a merger or otherwise, a Pledgor's Book-Entry Securities account is transferred to another Reserve Bank, the Pledged Securities held by this Bank will be transferred to the other Reserve Bank, with 30 calendar days prior notice to affected Pledgees. If Pledged Securities are transferred to this Bank pursuant to this provision, this Bank will hold the Pledged Securities pursuant to the terms of this Appendix and the existing Pledgee Agreement with the transferor Reserve Bank but may require a new Pledgee agreement.

11.0 FEES

The Pledgor shall pay any fees for services provided under this Appendix, as announced by the Bank from time to time.

12.0 AMENDMENT

The Reserve Banks reserve the right to amend this Appendix at any time without prior notice.

Operating Circular No. 7 Effective August 19, 2005

Pledgee Agreement Form

To: Federal Reserve Bank of Boston
PO Box 55882
Boston, MA 02205
Attn: Joint Custody

Tel: 800-327-0147, #1
Fax: 877-973-8972

Date: _____

We, the _____ agree to the terms of **Appendix C** of your *Operating Circular 7*, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated _____ (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

NO (Instructions required for each withdrawal)


YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See *Operating Circular 7, Appendix C, Section 4.3.*)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

Three-party call-back

Four-party call-back

 We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

Pledgee Agreement
(page 2 of 2)

Telephone: _____

Print Name: _____ Title: _____

Fax: _____

Signature: _____ Date: _____

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

Name of governmental unit

Street Address or P.O Box Number

City, State, Zip Code

Official Signature/ Date

Printed Name and Title

Notary

State of _____

County of _____



On this ____ day of _____, 200_ before me personally appeared _____, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at _____, in the City of _____, in the State of _____, that he/she is the _____ [Title] of _____ and that he/she executed this document on behalf of _____ before me.

(Signature of Notary)

(Print name of Notary)

My commission expires on _____ [Date]

FEDMAIL REQUEST FORM

Joint Custody Daily Activity Statements and monthly Securities Holdings Reports via e-mail or fax using FedMail, a secure delivery vehicle used by the Federal Reserve to communicate with financial institutions and state and local government pledgees, are delivered to you the morning of the next business day.

FedMail subscribers receive Securities Holdings Reports on a monthly basis, as opposed to quarterly via US mail.

To register for *FedMail*, fill in the information requested below and fax or mail it to the Federal Reserve Bank. We recommend that you assign a minimum of two e-mail contacts in case someone is ill or on vacation. You may also use a shared e-mail account.

Please note that the authorized signer must be a person who is listed on your current Pledge Agreement on file with the Federal Reserve as authorized to act for your account.

If you wish to update the authorized names for your account, or have any questions about this service, please call us at **1-800-327-0147**, and select **option 1**.

FEDMAIL REQUEST FORM

Name of State or Local Government Institution: _____
Phone Number: _____

Joint Custody Account Number: (4-digit alpha-numeric, listed as Institution ID on statement). This form may be used for multiple account numbers going to the same addresses, to a maximum of four:

(1) _____ (2) _____ (3) _____ (4) _____

E-mail Addresses:

1) _____ Name _____
(name@xxxx.com) (Print name in full)

2) _____ Name _____

3) _____ Name _____

E-mail report format preference — check one:

HTML HTML attachments are pre-formatted and must be viewed with a web browser.

Text Text attachments can be viewed with a text editor, spreadsheet, or word processing software.

Fax Number _____ (required if you have no e-mail address)

Name & Signature of authorized signer

(Print name in full) (Signature) **Date** _____

Please return the completed form to the Federal Reserve Bank

by phone: 800-327-0147
by fax: 877-973-8972

by mail: Federal Reserve Bank of Boston
Joint Custody
P.O. Box 55882
Boston MA 02106

Instructions for Completing a Pledgee Agreement & Authorization List

Please retain a blank copy of the Pledgee Agreement for future use and a copy of the completed form for your records.

Please type or print in ink the following information in the appropriate sections of the form

- Please list the name of your entity, as it appears on your statements, on the blank line in the first sentence. (e.g. We, the "Town of Plainville")
- Pledgee number is the four-character identifier that begins with an alpha character, is assigned by the Federal Reserve Bank, and can be found on your statement as the Institution ID. If this is a request to open a new account, please write "NEW".
- To allow substitution of collateral, check the box YES to permit financial institutions that pledge collateral to you to replace or substitute collateral at the same or greater current value (par for par) without your having to approve each transaction:
 - Replacement collateral must be deposited the same day that the request to release the collateral is made. At no time are you at risk of being under-collateralized. No collateral will be released without a qualifying substitution or your approval.
 - FRB staff will calculate the current book value of the replacement collateral and ensure that it is of equal or greater value to the collateral it is replacing.
 - A Pledgee Activity statement will be sent to you as notification that a substitution has been completed.
- Select NO to approve each and every individual transaction.
- Call-back procedure refers to the number of Authorized Individuals who must approve a release of collateral. By checking the box for three-party call-back, you are indicating that one individual from your organization can initiate a collateral transaction and that same person can also verify the transaction. By checking the box for four-party call-back, you are indicating that two individuals from your organization are required for every approval: one individual can initiate the transaction but a second must verify it. (In both cases, the other two parties are Federal Reserve individuals.)
- Name, title, signature, fax and telephone numbers of each individual authorized to release securities pledged to this public entity and held in a joint custody account at the Federal Reserve Bank. This list will be used to verify the authenticity of instructions to release pledged securities. Please provide at least three names and as many additional people as you need to accommodate vacations, illness, turnover, etc. Please list them in the order you prefer they be contacted.

Instructions for Completing a Pledgee Agreement (page 2 of 2)

- **Signature, name, and title of the officer who is authorized** to designate the listed individuals. We recommend that the officer not be included on this list as one of the persons authorized to release securities. By signing this form, the officer authorizes the individuals listed to release pledged securities. This signature must be notarized.
- **Notary Information with seal** must be obtained to validate the authenticity of the signature of the approving officer.
- **Please Return the completed Pledgee Agreement to:**

National Collateral Management Group
Email – NCMG@jpmorgan.com
Or Fax 1-614-248-5099

If you have questions or require assistance, please call a 888-333-8340.

You can view Operating Circular 7 at the following web address:
www.frbservices.org/OperatingCirculars/pdf/Oc7.pdf



J.P.Morgan



Sample Reports

Cash Management Applications

J.P. Morgan ACCESSsm



Last Modified: August 2009

Version: 5

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Overview



At J.P. Morgan, we provide solutions to match your treasury needs and work with you to develop the right integrated tools for accessing the Bank's full spectrum of services.

J.P. Morgan ACCESS reports provide you with the decision support tools you require to monitor your cash position via the Internet.

With the powerful electronic reporting capabilities of J.P. Morgan ACCESS, you can analyze and manage your cash flow by taking advantage of the J.P. Morgan data collection and aggregation capabilities. Our powerful selection tools let you determine the data you require to meet your information needs. You always know where your cash is and how it is working for you.

Cash Balances and Transactions Reporting

Cash Balances and Transactions Reporting provides the detail needed to plan funding and investment strategies: top-line summaries, detail transaction records, and historical reports. Most J.P. Morgan ACCESS reports are available for current-day, previous-day and historical (date-range) reporting. Value-added reports currently available include:

- **Standard Reports**—Seven statement reports available to all clients
 - **Account Summary View Report:** Provides opening balance, detailed credit and debit activity transactions, and the closing balance for the period specified.
 - **Balance Report:** Provides daily balance information, including closing ledger, same-day available balance and total debit and credit amounts. Does not include detail credits/debits.
 - **Balance and Transaction Summary Report:** Based on the Balance Report, but includes a one-line summary for each credit and debit with additional lines for associated float
 - **Balance and Transaction Detail Report:** Based on the Balance and Transaction Summary Report, but includes comprehensive transaction information for each credit and debit with additional lines for associated float
 - **Statement Report by Cumulative Range:** Provides a report of the cumulative total of all debits and credits on the balance within a given account including the Opening Ledger Balance, Closing Ledger Balance, and Closing Available Balance for the selected date range.
 - **Statement Report by Cumulative Range—Expanded View:** Contains the same information as the Statement Report by Cumulative Range, but the Expanded View provides a new option to generate a statement report that better reflects actual DDA statements. It is landscape oriented, with credits and debits commingled, and the default transaction order is by date.

- **Statement Report by Location:** Provides balance amounts and associated transaction activity for a date or range. Credits are subtotaled by "customer reference", ideal for deposits that contain your store location numbers in the serial number field of the deposit ticket.
- **Wire Advice Report:** Provides a comprehensive report containing CHIP, BOOK, FED and SWIFT payments, both incoming and outgoing. Similar to the Funds Transfer "Transaction Detail Report", but contains all payments posted to the account.
- **Reports Available with Special Entitlements**—Extra reports available for specific needs
 - **Cash Position Worksheet:** A stand-alone spreadsheet that presents current day information in a cash position format. A user can add manual transactions to create a complete position.
 - **Checks Paid Detail Report:** Provides current day and historical check information. Report data can be sorted in ascending check number or descending dollar amount order.
 - **Controlled Disbursements—High Order Prefix (HOP) Report:** Expands on the Funding Report by providing users with HOP accounts presentment totals by location, including location number, description, amount and number of items per location.
 - **Controlled Disbursements Funding Report:** Provides interim and final presentments and funding across all or selected disbursement sites. Optionally includes all detail items and adjustments. Guaranteed Funding information is also available.
 - **Lockbox Detail Report:** Provides information on lockbox remittances, including check amount and number, as well as remitter name, deposit location and invoice information, as requested.
 - **Lockbox Summary Report:** Provides incremental deposit totals and float, by Lockbox, throughout the day, based on your reporting needs.
- **Special Reports**—Electronic versions of paper reports
 - **Returns and Exceptions Report:** Provides detailed information on your return items, including check returns, Automated Clearing House (ACH) returns and ACH notification of changes (NOC).
 - **EDI Detail Report:** Provides detailed remittance information for electronic receivables or payments for a specific settlement date.
 - **EDI Summary Report:** Provides a summary of electronic receivables or payment information for a specific settlement date.
 - **EDI X12 820 Report:** Provides a print image of detailed remittance data for electronic receivables in an ANSI X12 820 format for a specific settlement date (V4010 is the default).
 - **Investment Report:** Investment activity for an account, including the invested/sweep amount, interest rate/yield information, and interest or dividends earned.
 - **Loan Summary Report:** Provides a preformatted view of the user's loan position. Daily activity is updated each business day.

- **Asia Reports**—A set of reports designed for clients with accounts in Asia
 - **ACH/GIRO Returns Report:** Provides information about electronic debit and credit items that have been returned during the clearing process with the Beneficiary Bank or rejected by the Bank, and the reason for rejection or return.
 - **Check/Draft Collections Report:** Provides information on paper collections, including check status, deposit, invoice and payor details.
 - **Check/Draft Delivery Report:** Displays a list of transactions according to their delivery status or Airway Bill Number.
 - **Check/Draft Status Report:** Displays the status of all checks and bank drafts issued by the Bank. It can be used as a checklist to see which transactions have cleared or are outstanding.
 - **Direct Debit Report:** Provides information about direct debit transactions and the status of the transactions.
 - **Post Dated Checks Report:** Is used to review the status of future dated checks that have been deposited.
 - **Standard Collections Report:** Lists incoming payments, with detailed information about selected instruments, such as incoming wires, direct debits, check deposits, cash deposits, drafts and lockbox deposits.
 - **Withholding Tax Report:** Provides a monthly list of tax paid.

- **ACH Reporting**

ACH reporting provides detail information on Automated Clearing House transactions.

- **ACH Batch Summary Report:** Provides detail information on entered, released and submitted Automated Clearing House transactions.
- **ACH Import Summary Report:** Provides result details of the import and is available via a hyperlink, or from the Database List screen.
- **ACH Validator Summary Report:** Provides the totals of all batches that were imported, and to view messages if any errors occurred.

- **Funds Transfer Reporting**

Funds Transfer Reporting provides the status of transactions initiated through the Funds Transfer Initiation (wires) service as well as predefined wire linesheets.

- **Predefined Instruction Report:** Provides detailed information on repetitive wire instructions (lines).
- **Status Report:** Provides same day and historical summary level transaction information based on a specific data type (Entered, Approved, Released).
- **Pending Approval Report:** Provides summary level information for transactions having the last status of entered.
- **Pending Release Report:** Provides summary level information for transactions having the last status of approved.
- **Transaction Detail Report:** Provides same day and historical details of funds transfers entered and their approval/confirmation status. Released funds transfers display confirmation numbers.
- **Daily Totals Report:** Provides users with a report showing the most recent daily totals based on their profile.

- **Drafts Paid Report:** Provides details about FX drafts released by the Bank on your behalf.
- **Contract Report:** Provides the details of FX trades you have made and confirmed.
- **Held and Cancelled Contracts Report:** Lists all held or cancelled FX contracts for the selected date range and the associated payments.
- **FX Daily Rate Report:** Provides the fixed daily FX rate.

- **Liquidity Reporting**

Liquidity Reporting provides information on investment activity as well as accruals and historical rates.

- **Money Market Activity Report:** Provides comprehensive investment information for account activity for the current and prior month.
- **Money Market Accruals Report:** Provides opening month-to-date positions and fund accruals for each of your accounts.
- **Money Market Fund Rates Report:** Provides 1 day, 7 day, and 30 day rates for each fund.
- **Current Day Transactions Report:** Provides a statement of all transactions made today.
- **Account Summary Report:** Provides a summary of DDA accounts, money market fund investment accounts and fixed maturity holdings.
- **Investment Summary Report:** Provides a graphic view of all money market fund holdings.
- **Fixed Maturity Activity Report:** Provides a report of fixed maturity investment transactions for a particular date or date range.
- **Fixed Maturity Rates Report:** Provides rates for JPM fixed maturity instruments, specifically: commercial paper, CDs, and repurchase agreements.

- **Disbursement Reporting**

Disbursement Reporting provides special reports for controlled disbursement accounts at New York, Syracuse, Delaware and Texas sites:

- **Daily Transaction Report:** Provides transaction details for controlled disbursement accounts, including actions taken on individual items— inquiry, issue, cancel, stop, revoke, photocopy.
- **Reject Report:** Provides information on rejected transactions for controlled disbursement accounts combined with the reject reason (e.g., attempting to cancel an already-cancelled item, attempting to stop an already-stopped item).

- **Audit**

- **User Access and Activities Report:** Provides detailed access and user information for each authorized J.P. Morgan ACCESS User.



Cash Balances and Transactions Reporting

Standard Reports

The standard statement reports are available to all clients.

Account Summary View Report

The J.P. Morgan ACCESS Account Summary View Report provides a statement view of your cash transaction activity, showing opening balance and closing balance, and details of each credit and debit processed.

With this report you can:

- Access financial data for prior business day or a date range. (Not available for current day.)
- View balance and transaction detail for all accounts on one consolidated report.
- View reporting detail for each credit and debit.
- Review total balances, credits and debits by currency, when applicable.

Cash Reporting - Summary View				
Prior Day				
Account Range: All Accounts				
Includes Credits and Debits for: All Transaction Types				
<hr/>				
Country:	United States		Currency:	U.S. Dollar
Bank:	JPMORGAN CHASE NEW YORK			
<hr/>				
Account Number:	123-456789			
Account Name:	MAIN NEW YORK ACCOUNT			
<hr/>				
Balances				
Opening Balance	06/06/2005		8,977,314-	
Closing Balance	06/06/2005		9,009,488-	
<u>Date</u>	<u>Bank Ref Number</u>	<u>Description</u>	<u>Credits</u>	
06/06/2005	8581335	INDIV MONEY TRANSFER	4,177,661	
06/06/2005	8500125	BOOK TRANSFER	622,216	
06/06/2005	8581507	INDIV MONEY TRANSFER	338,301	
<u>Date</u>	<u>Bank Ref Number</u>	<u>Description</u>	<u>Debit</u>	
06/06/2005	8554755	IND MONEY TRANSFER	4,197,697	
06/06/2005	8509137	IND MONEY TRANSFER	313,000	
06/06/2005	8509138	IND MONEY TRANSFER	308,523	
06/06/2005	8509140	IND MONEY TRANSFER	222,121	
06/06/2005	8509141	IND MONEY TRANSFER	121,753	
06/06/2005	8509142	IND MONEY TRANSFER	5,405	

Balance Report

This multi-bank report shows the opening and closing balances for an account. It includes the amount available, the float, the total number of debits and credits, and the total amount of debits and credits across all or selected reporting banks.

With the Balance Report you can:

- Access transaction data for prior business day, current business day, or a date range.
- Evaluate account averages for this month, the prior month and year-to- date.
- View balances, credit/debit totals and funds availability.
- Review balances, credits and debits by currency when applicable.
- Export the report in CSV or BAI2 format.

Cash Reporting -- Balance Report		Business Date: 10/25/2005			
Prior Day					
Company:	United States				
Bank:	JPMORGAN CHASE NEW YORK		Currency: U.S. Dollar		
Account Number:	123-456789		LAST UPDATE: 11:31 AM TIME 10/26/2005		
Account Name:	MAIN NEW YORK ACCOUNT				
Summary:	LEDGER	SAME DAY	NEXT DAY	2 OR MORE DAYS	
OPENING	181,129.62	174,079.62	7,050.00		
CREDITS (2)	28,243.17	26,429.17	2,814.00	0.00	
DEBITS (1)	77,356.72	77,356.72	0.00	0.00	
CLOSING	229,243.17	225,007.17	4,236.00	0.00	
Summary of Available Balances:					
OPENING ON 10/25/2005		229,243.17			
PREVIOUS MONTH		243,780.76			
AVERAGE THIS MONTH		255,026.95			
YEAR-TO-DATE		246,845.14			



Balance and Transaction Summary Report

The J.P. Morgan ACCESS Balance and Transaction Summary Report provides the same information as the Balance Report, plus a one-line summary for each credit and debit transaction. The summary lines include the type and amount of the transaction, the bank reference number, date and time, and whether the transaction was processed straight through or was repaired.

With this report you can:

- View balance and transaction summary detail for an account on one consolidated report.
- Access financial data for prior business day, current business day, or a date range.
- Display one-line summary information for credits and debits received and/or posted by the Bank.

- Review total balances, credits and debits by currency, when applicable.
- Export the report in CSV or BAI2 format.

Cash Reporting ->		Balance & Transaction Summary			Business Date: 10/25/2005			
Prior Day								
Amount Range: All Amounts								
Includes Credits and Debits for: All Transaction Types								
<hr/>								
Country:	United States			Currency: U.S. Dollar				
Bank:	JPMORGAN CHASE NEW YORK							
<hr/>								
Account Number:	123-45678		LAST UPDATE: 15:32 NY TIME 10/25/2005					
Account Name:	MAIN NEW YORK ACCOUNT							
<hr/>								
Summary	LEDGER	SAME DAY	NEXT DAY	2 OR MORE DAYS				
OPENING	5,185,358.00	5,185,358.00	5,185,358.00	0.00				
CREDITS _{net}	4,848,943.44	4,848,962.44	581.00	0.00				
DEBITS _{net}	64,786.69	64,786.69	0.00	0.00				
CLOSING	9,969,514.75			0.00				
Summary of Available Balances								
OPENING ON 10/25/2005		9,969,514.75						
PREVIOUS MONTH		7,888,500.00						
AVERAGE THIS MONTH		8,665,877.70						
YEAR-TO-DATE		8,923,122.12						
<hr/>								
CREDIT Details								
	AMOUNT	TRANSACTION DESCRIPTION	TRAN TYPE	OUR-REF-NO	AVL	TIME	DATE	S/R
	4,680,976.45	FED WIRE CREDIT	FED	0627314154FF	SAME	10 12		STRAIGHT
	100,000.00	BOOK TRANSFER CREDIT	BOOK	0605900231ES	SAME	16 45		REPAIR
	62,448.95	INDV ZBA BAL ACCT	ADT	0055940889XF	SAME	06 26		
	54,691.20	EFT CREDIT	ACH	2315214861TC	SAME	12 22		
	2,614.58	CHIPS CREDIT	CHIPS	4693099889FC	SAME	10 46		
	2,312.45	EFT CREDIT	ACH	0627314154TC	SAME	12 22		

Balance and Transaction Detail Report

This report provides the same information as the Balance and Transaction Summary Report, plus comprehensive information on each credit and debit below the summary information line. The detail information is determined by the nature of the transaction. For example, detail for an ACH includes the standard Entry Class code.

With this report you can:

- View balance and transaction detail for one or more accounts on one consolidated report.
- View comprehensive detail for each credit and debit. The information available is dependent on the reporting banks.
- Access transaction data for prior business day, current business day, or a date range.

- Review total balances, credits and debits by currency, when applicable.
- Export the report in CSV, MT940 or BAI2 format.

Cash Reporting -- Balance & Transaction Detail		Business Date 02/21/2008				
Date Range: 09/01/2005 - 02/21/2008						
Amount Range: All Amounts						
Includes Credits and Debits for All Transaction Types						
Country: United States		Currency: U.S. Dollar				
Bank: JPMORGAN CHASE NEW YORK						
Account Number:	000800284204	NO INFORMATION AVAILABLE				
Account Name:	600284204					
Account Number:	600-518725	LAST UPDATE: 15:46 NY TIME 03/02/2008				
Account Name:	600518725					
Summary:	LEDGER	SAME DAY	NEXT DAY	2 OR MORE DAYS		
OPENING	NA	NA	NA	NA		
CREDITS(1)	32,811.79	32,811.79	0.00	0.00		
DEBITS (14)	32,811.79	32,811.79	0.00	0.00		
CLOSING	0.00	0.00	0.00	0.00		
Summary of Other Balances						
OPENING ON 02/02/2008	:	0.00				
PREVIOUS MONTH	:	0.00				
AVERAGE THIS MONTH	:	0.00				
YEAR-TO-DATE	:	4.10				
CREDIT Details						
AMOUNT	TRANSACTION DESCRIPTION	TRAN TYPE	OUR-REF-NO	AVL TIME	DATE	S/R
32,811.79	CR MEMORANDUM	ABR	0002220107AL	SAME 14:16	02/21/2008	
	REMARK: ABLE-600518725 ZM3 TRACE ID ABLE EA COMMERCIAL					
DEBIT Details						
AMOUNT	TRANSACTION DESCRIPTION	TRAN TYPE	OUR-REF-NO	AVL TIME	DATE	S/R
7,925.86	INDIV CHECKS PAID	CHK	0070003228TS	SAME	02/21/2008	
	CHECK NO. 000000008209					
5,208.85	INDIV CHECKS PAID	CHK	0070003227TS	SAME	02/21/2008	
	CHECK NO. 000000008271					
4,834.03	INDIV CHECKS PAID	CHK	0070003228TS	SAME	02/21/2008	
	CHECK NO. 000000008278					
4,260.00	INDIV CHECKS PAID	CHK	0070003228TS	SAME	02/21/2008	
	CHECK NO. 000000008272					
3,716.30	INDIV CHECKS PAID	CHK	0070003230TS	SAME	02/21/2008	

Statement Report by Cumulative Range

The Statement Report by Cumulative Range presents the cumulative total of all debits and credits on the balance within a given account, including the opening ledger balance, recalculated opening balance for back value dated transactions, closing ledger balance, and closing available balance for the selected date range.

With this report you can:

- View debits, credits, or both debits and credits.
- Include all your accounts or select specific accounts.
- Access transaction data for prior or current business day, date of last access, or a date range.
- Export all your transactions into a CSV, CSV Consolidated, or BA12 file.

Cash Reporting -- Statement Report by Cumulative Range			
ABC12345		** International Purposes Only **	
Date Range: 09/01/2005 - 02/21/2006			
Amount Range: All Amounts			
Includes Credits and Debits for: All Transaction Types			
<hr/>			
Country: United States			
Bank: U.S. BANK		Currency: U.S. Dollar	
<hr/>			
Account Number: 123456789101112		Account Name: ACCOUNT NAME	
		NO INFORMATION AVAILABLE	
<hr/>			
Account Number: 123-123456		Last Update: 02:48 PM ET 02/22/2006	
Account Name: A.COUNT NAME			
<hr/>			
Date		Amount	Items
11/01/2005	Opening Ledger	NA	
	Total Credits	63,974.15	2
	Total Debits	63,974.15	23
02/21/2006	Closing Ledger	0.00	
	Closing Available	0.00	
	1 Day Float	0.00	
	2+ Day Float	0.00	
	Investment Position	NA	
<hr/>			
CREDITS			
Date	Description	Amount	Clst Ref
01/23/2006	INDIV OTHER MISC REMARK: ABC COMM 808 COMMERCIAL	21,182.38	BACK REF: 00051074
	TRACED: AB00E		
02/21/2006	CR MEMORANDUM REMARK: ABC COMM 807 COMMERCIAL	32,811.78	BACK REF: 00051074
	TRACED: AB0E4		
Total Credits		53,974.15	2 Items
<hr/>			
DEBITS			
Date	Description	Amount	Clst Ref
01/23/2006	INDIV CHECKS PAID	15,285.92	8034

The following sample Statement Report by Cumulative Range shows a Recalculated Opening Balance for back-valued transactions.

Cash Reporting -- Statement Report by Cumulative Range			
CE CORP		** International Purposes Only **	
Date Range:			
Amount Range: All Amounts			
Includes Debits and Credits for All Transactions			
Country:			
Bank:		Currency:	
Account Number:			
Account Name:		Last Updated: 15:32 NY TIME 11/18/05	
Date		Amount	Debit
09/29/05	Opening Ledger	60,000.00	
	Total Credits	0.00	0
	Total Debits	0.00	0
09/29/05	Opening Available		
	1 Day Float	762,281.00	
	2+ Day Float	0.00	
	Back Value Dated Credits	50,000.00	1
	Back Value Dated Debits	10,000.00	11
09/28/05	Adjusted Opening Ledger	100,000.00	

Statement Report by Cumulative Range—Expanded View

The cumulative account balance is also available in the Statement Report by Cumulative Range—Expanded View. The expanded view provides an option to generate a statement report that better reflects actual DDA statements. It is landscape oriented, with credits and debits commingled, and the default transaction order is by value date. The report is available for current or prior day reporting, for J.P. Morgan and non-J.P. Morgan accounts.

The Statement Report by Cumulative Range in expanded view is available to all who have access to J.P. Morgan ACCESS Cash Balances and Transactions. To serve users with accounts in Asia, the Report Criteria window is available in Simplified Chinese, Traditional Chinese (Taiwan and Hong Kong) and English. The report supports local language data in certain fields for prior day only.

You can:

- Generate the Statement Report by Cumulative Range for Prior Day, Current Day, Last Access date, or a Date Range of up to one year, according to your arrangement with the Bank.
- Select Expanded View and Layout Options to show a running balance or customized sort order on selected columns.
- Export the report in BAI2, CSV Consolidated and CSV Unicode format.

Note: If you filter by Your Ref, Credits Only, or Debits Only, or specify an Amount Range, then transactions that fall outside of the filter criteria are listed as Summary rows in the report.

Cash Reporting - Statement Report by Cumulative Range									
ABC Exports									
Data Range: 05/22/07 - 07/02/07									
Viewing Options: Display only accounts with transactions									
Includes Credits and Debits for All Transaction Types									
Layout Options: Expanded View									
Customized Sort: Default Sort									
Country: China									
Bank: JPMORGAN CHASE SHANGHAI									
Account Number: 124408789									
ACCOMIT Name: XYZ IMPORTS									
Currency: Chinese Renminbi (CNY)									
Last Updated: 08/23/07 - 05:54:06									
Business Date	Value Date	Description	Customer Reference	Bank Reference	Credit Amount	Debit Amount	Balance		
05/22/07	05/22/07	CREDIT MEMO			600,000.00		1,171,324.52		
05/29/07	05/29/07	OUTWARD PAYMENT BENEF NAME 1: AAA PAPER COMPANY PAYMENT SYS: OUTWARD PAYMENT ACCT IN BANK: 0000012 DESC TEXT 1: INDIV OTHER/MISC		000000975		1,020.00			
05/31/07	05/29/07	OUTWARD PAYMENT BENEF NAME 1: SMITH COMPANY PAYMENT SYS: OUTWARD PAYMENT ACCT IN BANK: 0000013 DESC TEXT 1: INDIV OTHER/MISC		000000976		25,282.74			
05/31/07	05/29/07	OUTWARD PAYMENT BENEF NAME 1: ABC CAPITAL PAYMENT SYS: OUTWARD PAYMENT ACCT IN BANK: 0000014 DESC TEXT 1: INDIV OTHER/MISC		000000978		56,284.00			
05/31/07	06/01/07	CREDIT MEMO DESC TEXT 1:			6,245.00				
06/01/07	06/01/07	CREDIT MEMO DESC TEXT 1: JONES CORPORATION			170,982.77				
06/01/07	06/01/07	CREDIT MEMO DESC TEXT 1: MAIY LEE			274,159.00				
06/01/07	06/01/07	OUTWARD PAYMENT		000001011		2,800.00			
		Totals			1,251,297.77	85,003.00			
		Total Items			4 Items	4 Items			
01/15/08		Closing Ledger					2,337,619.39		
		Closing Available					2,337,619.39		
Created on: 1/23/07 10:25 AM									
Page 1 of 13									

Statement Report by Cumulative Ranged—Expanded View in Simplified Chinese

基金中文摘要 - 其时账户余额									
								交易日期: 01/15/08	
								位数为四舍五入	
查看说明 只显示有交易的账户									
币种: 人民币					本局货币: 美元				
银行: 9908648 CHSH 9908648					货币: U.S. Dollar (USD)				
账号: 133647404					上次更新: 01/17/08 - 02:37 AM ET				
账户名称: BNC AT 180 SIX									
日期范围	付款日期	摘要	客户参考号	银行参考号	货币数量	借记数量	余额		
01/15/08	01/15/08	BNC LOCKBOX DEP	9877	06028014LS	0,411.99		0.00		
		可用:			3,388.75				
		1 日存款			0,377.00				
		2 日存款			100.00				
		REMARK:	LOCKBOX NO: 9877 FOR 2 ITEMS AT 10:00 TRN: 0600780018LS						
		DEP REC:	00						
01/15/08	01/15/08	BNC DDA ACCT DEBT		056030780CF		0,411.99			
		可用:			0,275.16				
		1 日存款			2,432.00				
		2 日以上存款			100.00				
		REMARK:	AUTOMATIC DOLLAR TRANSFER TO ACCOUNT 0600011001247 TRN: 000330900CF AVAIL: 027516 TODAY: 01/15/08 2-PLUS: 10000						
					总计	0,411.99	0,411.99		
					期初余额	1.000	1.000		
01/16/08								0.00	

创建日期: 01/17/08 11:49:54

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Statement Report by Location

The Statement Report by Location shows the opening and closing balances for an account, including closing ledger and collected balances, and total amounts of debits and credits.

With this report you can:

- View debits, credits, or both debits and credits.
- Access financial data for previous or current business day, the date of last access, or a date range.
- Export the report in CSV or BAI2 format.

Cash Reporting -- Statement Report by Location		Business Date: 03/05/07	
Prior Day			
Amount Range: All Amounts			
Includes Credits for All Transaction Types			
<hr/>			
Country: United States			
Bank: JPMorgan Chase Bank, N.A. (TX)		Currency: U.S. Dollar	
<hr/>			
Account Number: 123456789		Last Updated: 04:39 AM ET 03/06/07	
Account Name: XYZ IMPORTS			
<hr/>			
<u>Date</u>		<u>Amount</u>	<u>No. of Items</u>
03/05/07	Opening Ledger	721,882.00	
	Total Credits	3,321,609.12	1
	Total Debits	707,100.00	1
03/05/07	Closing Ledger	3,338,191.38	
	Closing Available	2,078.38	
	1 Day Float	3,194,403.00	
	2- Day Float	149,715.00	
	Investment Position		
<hr/>			
CREDITS			
<u>Date</u>	<u>Description</u>	<u>Amount</u>	<u>Your Ref</u>
03/05/07	LOCK BOX	3,321,609.12	033038030201801
	Total for Location 00000000201601	3,321,609.12	1 Item
	Total Credits	3,321,609.12	1 Item
<hr/>			
Created on: 03/06/07 02:08 PM		Page 1 of 47	



Reports Available with Special Entitlements

Cash Position Worksheet

The Cash Position Worksheet is a Microsoft® Excel® spreadsheet based on criteria that you define. Use it to determine your daily cash position.

You can:

- Create a Statement Report by Cumulative Range and export the information to the Cash Position Worksheet.
- Add information directly to the Cash Position Worksheet.
- Add captions and save them in the spreadsheet for recurring information.
- Export the report in CSV Consolidated format.

	A	B	C	D	E
1	Cash Position Worksheet				
2	Date: 08/22/2009 Run on: 08/18/2009 Time: 15:00				
3					
4			Net Cash Position	Target Balance	Excess Deficit Funds
5	JPMorgan Chase Bank NA (NY)		1,700,556	10,000	1,700,556
6	JPMorgan Chase Bank NA (AZ)		(-369085)	0	(-3690854)
7					

Checks Paid Detail Reports

There are two J.P. Morgan ACCESSSM Checks Paid reports that give current day and historical information related to checks that have cleared through your accounts with the Bank.

The two Checks Paid Detail reports have a similar format, displaying items in either ascending order by check number or descending order by dollar amount.

For each check, the report shows check amount, check number, and reference number.

With this report you can:

- Access transaction data for prior business day, current business day, or a date range.
- Export the report in CSV format.

Cash Reporting --		Checks Paid Descending Dollar		Business Date: 10/31/XXXX	
Prior Day					
Amount Range: All Amounts					
Account Number: 123456789					
Account Name: GENERAL		LAST UPDATED: 11:21 BY TIME 11/17/XX			
CHECK AMOUNT	CHECK NUMBER	REFERENCE NUMBER			
10,600.24	34249	10012377			
13,751.84	34303	10012378			
13,084.47	33824	10012392			
4,672.36	34455	10012393			
3,071.9E	34261	10012359			
2,141.80	34226	10012390			
1,016.14	34362	10012384			
1,001.11	34401	10012370			
TOTAL	45,154.44	PRINTED	ITEMS	9	
TOTAL	0.00	FILTERED	ITEMS	0	
TOTAL	45,154.44		ITEMS	9	
CHECK AMOUNT	CHECK NUMBER	REFERENCE NUMBER			
466.74	03926	10003307			
TOTAL	466.74	PRINTED	ITEMS	1	
TOTAL	0.00	FILTERED	ITEMS	0	
TOTAL	466.74		ITEMS	1	
Account Number: 128121063					
Account Name: SAMPLE		LAST UPDATED: 11:21 BY TIME 11/17/XX			
TOTAL U.S. Dollar FOR Houston					
TOTAL	45,621.18	PRINTED	ITEMS	9	
TOTAL	0.00	FILTERED	ITEMS	0	
TOTAL	45,621.18		ITEMS	9	

Controlled Disbursements High Order Prefix Report

The High Order Prefix (HOP) Report displays a summary of checks and ACH transactions and adjustments. It is similar to the Controlled Disbursements Funding Report, with the additional feature of providing the net amount for locations associated with an account so the customer can see the summary of activity for each location.

With this report you can:

- Access financial data for current business day or an As Of date.
- View your presentments, including Prior Day Late Presentment.
- Export the report in CSV or BAI2 format.

Cash Reporting - Controlled Disbursements High Order Prefix Report		Business Date: 08/26/2005
eods		** Informational Purposes Only **
Current Day		
ALL VALUES ARE SUBJECT TO FINAL POSTING		
Country: United States		
Bank: JPMorgan Chase Bank, N.A. (TX)		Currency: U.S. Dollar
Account Number: 123456789	Last Update: 11:28 NY TIME 08/26/2005	
Account Name: target balance - THE OPER/OND/44		
<u>Description</u>	<u>Amount</u>	<u>Items</u>
FIRST CHECK PRESENTMENT	703.64	4
SECOND CHECK PRESENTMENT	20.10	1
PRIOR DAY LATE PRESENTMENT	101.08-	
OPENING LEDGER BALANCE	10.00	
TARGET BALANCE	10.00	
NET ELECTRONIC TRANSACTIONS	0.00	
NET ADJUSTMENTS - OTHER ITEMS	0.00	
FUNDING REQUIREMENT	830.80	
PRESENTMENTS BY LOCATION		
<u>Location</u>	<u>Description</u>	<u>Amount</u>
00001	NET CLEARING AMOUNT	322.22-
00110	NET CLEARING AMOUNT	1,975.01-

Controlled Disbursements Funding Report

Use the Controlled Disbursements Funding Report to analyze presentment data across reporting banks. You can view interim and final presentment data for all report types, or review historical presentment data retained for 10, 45 or 90 calendar days, or one year, according to your arrangement with the Bank.

This report displays existing information from the Controlled Disbursements Funding report and detail information found on existing Checks Paid by Ascending Check Number Report and the Checks Paid by Descending Dollar Report current day reports.

With this report you can:

- Select Summary only or Summary and Detail information.
- Analyze current day funding requirements by account for the Bank's U.S.-based accounts.
- Set a page break after each account (not available for summary only option).

- Access presentment data for Current Day or an As Of date.
- Export the report in CSV or BAI2 format.

Cash Reporting – Controlled Disbursement Funding Report		Business Date: 11/13/2006	
As of Date: 11/13/2006			
Content Option: Summary and Detail			
Viewing Option(s): Display only accounts with data			
Check Amount: Summarize checks that are less than 100.00			
ALL VALUES ARE SUBJECT TO VERIFICATION AND ADJUSTMENT			
Bank:	JPMorgan Chase New York	FINAL PRESENTMENT	Currency: US DOLLAR
Account Number:	65432109		
Account Name:	Disbursement Account	Last Updated:	09:40 N.Y. Time 11/13/2006
Description		Amount	Items
TOTAL CHECKS PRESENTED		5,060.00	6
FIRST CHECK PRESENTMENT	4,000.00 6 items		
SECOND CHECK PRESENTMENT	1,000.00 2 items		
NET ADJUSTMENTS / OTHER ITEMS		0.00	
NET ELECTRONIC TRANSACTIONS		1,000.00	1
OPENING LEDGER BALANCE		0.00	
TARGET BALANCE		0.00	
PRIOR DAY LATE PRESENTMENT		1,500.00	3
FUNDING REQUIREMENT AS OF 09:40		7,500.00	
DETAILS			
TOTAL CHECKS PRESENTED	<u>Amount</u>	<u>Customer Ref</u>	<u>Description</u>
	2,000.00	54321	
	1,000.00	43210	
	750.00	32198	
	500.00	21587	
	500.00	19876	
	250.00	SUMR	J Child Transactions
TOTAL	5,000.00	Items: 6	
NET ELECTRONIC TRANSACTIONS	<u>Amount</u>	<u>Customer Ref</u>	<u>Description</u>
	1,000.00	21587	
TOTAL	1,000.00	Items: 1	
PRIOR DAY LATE PRESENTMENT	<u>Amount</u>	<u>Customer Ref</u>	<u>Description</u>
	1,500.00	32198	Check Posted not Reported
	250.00	21098	Check Posted not Reported
	250.00 CR	10987	Check Reported not Posted
TOTAL	1,500.00	Items: 3	
Total Final Funding:			
JPMorgan Chase New York		7,500.00	

Controlled Disbursement Funding Report Samples

Cash Reporting (Controlled Disbursement Funding Report) As of Date: 01/26/2006		Business Date: 01/26/2006	
Bank:	JP MORGAN CHASE BILLYWAYB	FINAL PRESENTMENT	Currency: US DOLLAR
Account Number:	1234-567 8901		
Account Name:	DEMO COMPANY	Last Updated:	09:48 N.Y. Time 01/26/2006
		Amount	Items
		706,007.69	2
Net Total Funding:		706,007.69	Net 4011 items
Total Final Funding:	JP MORGAN CHASE BILLYWAYB	706,007.69	

The Controlled Disbursements Funding Report currently supports additional funding breakdown for accounts that are set up on the Syracuse, NY; Chemical, NY; San Angelo, TX; Circleville, OH; and Dearborn, MI Controlled Disbursements sites. For users with Controlled Disbursements accounts on these sites, the report looks like the following sample.

Cash Reporting - Controlled Disbursement Funding Report As of Date: 11/16/2006 Content Option: Summary only Viewing Option(s): Display only accounts with data		Business Date: 11/16/2006	
ALL VALUES ARE SUBJECT TO VERIFICATION AND ADJUSTMENT			
Bank:	JP Morgan Chase New York	FINAL PRESENTMENT	Currency: US DOLLAR
Account Number:	85432109		
Account Name:	Disbursement Account	Last Updated:	09:40 N.Y. Time 11/16/2006
Description		Amount	Items
TOTAL CHECKS PRESENTED		20,580.03	8
FIRST CHECK PRESENTMENT	2,496.08	4 items	
SECOND CHECK PRESENTMENT	16,070.05	2 items	
NET ADJUSTMENTS / OTHER ITEMS		0.00	
NET ELECTRONIC TRANSACTIONS		0.00	
OPENING LEDGER BALANCE		0.00	
TARGET BALANCE		0.00	
PRIOR DAY LATE PRESENTMENT		437,852.70	CR 10
FUNDING REQUIREMENT AS OF 09:40		417,283.67	CR



Lockbox Detail Report

The Lockbox Detail Report provides information on lockbox remittances, including check amount and number, as well as remitter name, deposit location and invoice information, customized to your requirements. Use this report to facilitate account reconciliation with comprehensive detail (based on your requirements) for each lockbox deposit.

Deposit information is provided by 10:00 a.m. and 4:30 p.m. Eastern Time.

With this report you can:

- Facilitate account reconciliation with comprehensive detail (based on your requirements) for each lockbox deposit.
- Access lockbox detail data for prior business day, current business day, or a date range of up to 90 calendar days.
- Export the report data to Microsoft[®] Excel[®].

Cash Reporting - LockBox Detail		Business Date: 04/08/2000	
Date Range: 04/01/2000 04/10/2000			
Bank	JPMORGAN CHASE NEW YORK	Currency:	US DOLLAR
Account Number:	273-281808	Lockbox:	1847 N.Y. TIME 04/10/2000
CUSTOMER 4	CHECK NUMBER	CHECK AMT	TRUNCATE 8
8092000	12020	9,422.00	1847035721
AMT2000	5882	724.57	1847035622
WELLS000	445	64.00	1847035679
INDUS000	1261	32.00	1847035644
EMCAF001	7188	134.44	1847035720
FAPLE000	1628	24.00	1847035700
RENTL000	6024	32.00	1847035645
KAWTR001	7432	52.00	1847035623
WAGRE001	2721	12.00	1847035633
0	10074	9,426.88	0
CHEN000	22379	21,246.20	1847035221
			1847035583
ZACH000	1847	10.00	1847035630
HOUSE01	2283	30.00	1847035625
SEFF000	659	10.00	1847035652
WAGFO00	1171	158.43	1847035741
CHET000	25225591	20.00	1847035724
YACOR001	659	222.19	1847035718
CRAN000	1224	30.00	1847035714
DESH000	1107	40.00	1847035710
CHEN000	274229	914.07	1847035259
COHEN00	254257	62.00	1847035260
0	282194	148.00	0
0	217532	4,284.00	0
TOTAL AM DEPOSIT	0	21,845.67	21 ITEMS
FLOAT 1-DAY	23,242.49	2-DAY	383,400.00
FLOAT 2-DAY	0.00	3-DAY	0.00
BDX03451 TOTAL \$		21,845.67	21 ITEMS
FLOAT 1-DAY	9245.00	1-DAY	41,800.00
FLOAT 2-DAY	0.00	2-DAY	0.00
TOTAL DEPOSIT		21,845.67	ITEMS 21
TOTAL AVAILABLE		9245.00	
1-DAY FLOAT		41,800.00	
2-DAY FLOAT		0.00	

Lockbox Summary Report

The Lockbox Summary Report shows the box number, time, total number of items, total deposit, total available, and float breakdown for daily a.m. and p.m. deposits for the date(s) you specify.

With this report you can:

- Review individual current day deposits for each lockbox and account.
- Access lockbox data for prior business day, current business day, or a date range.
- Export the report in CSV or BAI2 format.

Cash Reporting --		LockBox Summary		Business Date: 02/17/06		
Current Day		** Informational Purposes Only **				
Bank:	U.S.BANK	Currency:	U.S. Dollar			
<u>Account Number:</u>	123-4-56789	<u>Account Name:</u>	USB NY ABCD01 - Remit Acct		<u>Last Update:</u>	03:37 PM N.Y.TIME 03/02/06
<u>BOX:</u>	11223	<u>BOX NAME:</u>	1			
<u>- REPORT -</u>		<u>TOTAL DEPOSIT</u>	<u>TOTAL AVAILABLE</u>	<u>1 DAY FLOAT</u>	<u>ITEMS</u>	
<u>SEQ</u>	<u>TIME (ET)</u>		<u>TOTAL FLOAT</u>	<u>2-DAY FLOAT</u>		
01	0740	1,185,446.41	26,928.41	1,147,549.00	554	
			1,159,519.00	10,990.00		
02	1233	204,719.72	0.72	143,745.00	82	
			204,719.00	60,974.00		
03	1335	127,079.64	1.64	115,768.00	36	
			127,078.00	11,310.00		
04	1432	115,137.31	1.31	105,353.00	74	
			115,136.00	9,783.00		
05	1734	306,501.72	0.72	259,765.00	72	
			306,581.00	46,816.00		
TOTAL	08505	1,938,964.80	26,932.60	1,772,180.00	816	
			1,912,032.00	139,852.00		
123-4-56789		1,938,964.80	26,932.60	1,772,180.00	816	
			1,912,032.00	139,852.00		





Special Reports

Returns and Exceptions Report

The J.P. Morgan ACCESSSM Returns and Exceptions Report provides the information you need to control the impact of return items on your business. With timely and detailed information on your return items, you can limit the potential of multiple returns from the same individual and effectively manage sub-unit accounting.

This report conveniently combines check returns, Automated Clearing House (ACH) returns and ACH notification of changes (NOC). The report also includes flexible search filters for date ranges and a Comma Separated Value (CSV) export option. It will enable you to better manage returns from checks, ACH, and ACH-represented checks (RCK).

Report information is available for a maximum of 45 days.

You can:

- Generate the report online. You can view the report as it builds in Report Viewer and then print and download it in Adobe® Acrobat® or Microsoft® Excel® format.
- Create a CSV export file that you can retrieve through your Secure Email or from the View Status/History screen.
- Generate the report for **As of** or a Date Range. The dates can be either "Post Date" (default) or "Original Date"

You can filter the report for:

- Returns within a certain amount or reference (e.g., check) range
- Returns with a certain status (All statuses, ACH Return, ACH NOC, All Check Returns, Chargeback, Redeposit, or RCK)
- Returns containing the entered Beneficiary (maker or originator) Name



Sample Returns and Exceptions Report

Cash Reporting - Returns and Exceptions Report		J.P.Morgan	
Company Name: UATWAMU			
As of: 10/20/2009			
Date Type: Post Date			
Report Filters			
Beneficiary Name:	n/a	Viewing Option(s):	n/a
Amount Range:	n/a	Your Ref:	n/a
Status:	All Statuses		
For Informational Purposes Only			
Bank:	JPMORGAN CHASE BANK N.A		
Account Number:	12345678900	Currency:	USD
Account Name:	Your Account Name		
References	Company/Location ID	Amount	Post/Orig. Status Return/Reject Reason
Ref/Check #: 00000000001168	1696023083	238.79	10/20/2009 RETURN R01 INSUFFICIENT FUNDS CHECKING
Name: T JONES			10/17/2009
Bank: 322271627			
Account: 2222222222			
Cust. Trace: 082845482001610			
Bank Trace: 021000026895554			
Batch Desc: PAYMENT			
Orig. Name: FINE COMPANY			
Ref/Check #: 00000000001116	1696023083	60.20	10/20/2009 RETURN R01 INSUFFICIENT FUNDS CHECKING
Name: W SMITH			10/16/2009
Bank: 111586271			
Account: 3333333333			
Cust. Trace: 082841302009349			
Bank Trace: 021000026895553			
Batch Desc: PAYMENT			
Orig. Name: SOME COMPANY			
ID Sub Total:		298.99	Items:2
ACH Return		298.99	Items:2
Ref/Check #: 304	1460	45.00	10/20/2009 RCK 01 NSF 1ST PRESENTMENT
Name: E CLARK			
Bank: 11100002			
Account: 5555555555			
ID Sub Total:		45.00	Items:1
RCK		45.00	Items:1
Account Total:		343.99	Items:3
Grand Total:		343.99	Items:3
End of Report			

EDI Detail Report

The EDI Detail Report provides detail about current day electronic and remittance payments that you can view online. Report information can be saved in Adobe® Acrobat® (PDF) format and is retained for 45 calendar days.

With this report you can:

- Access financial data for current business day or an As Of date.
- This report is retained for a maximum of 45 days.
- Export report data to Microsoft® Excel®.

Sample EDI Detail Report

Cash Reporting -- EDI Detail		Business Date: 01/30/2006	
CREDIRPTS		** Informational Purposes Only **	
Account Number:	321987654	Bank:	U.S. Bank
Account Name:	Corporation Account		
John Smith & Sons			
=====			
* CREDIT AMOUNT:	5420.56	DATE:	01/30/2006
* RECEIVER- ABA:	071000118	METHOD:	ACH CCD
* SENDER- NAME:	ABC Enterprses	ACCT:	000000000076543219
* ABA:	021000021	ID:	00012345678
		ACCT:	0000000067891234567
===== PAYMENT LEVEL INFORMATION =====			
* NOTE:	222*ACH TRACE NUMBER:18203840506070809		
* NOTE:	222*ACH COMPANY ENTRY DESCRIPTION:SETTLEMENT		
* TRACE:	1*011022000448550 11099000077 *PAYMENT DATE 06314		
* REFERENCE:	BT*11111111		
* REFERENCE:	TN*08100000010101291 *TRACE NUMBER FROM THE ACH PAYMENT		
* DATE/TIME:	005*20060424		
* NAME:	FR*ABC Enterprses 1111223344556		
===== INVOICE INFORMATION =====			
* ENTITY:	1		
* MM1*PE*3*Jones Comorath	321654987 *** *E1*32165498732		
* NAME:	FR*Jones Comorath321654987 *91*32165498732		
* INVOICE:	\$0.00	DISCOUNT:	\$0.00 NET: 50.00
* REMIT:	TN *1234567891897897		
=====			
* CREDIT AMOUNT:	5637.00	DATE:	01/30/2006
* RECEIVER- ABA:	0112334556	METHOD:	ACH FPD
* SENDER- NAME:	ABC Credit Service	ACCT:	0000000000321654987
* ABA:	122344566	ID:	65498732155
		ACCT:	111111111111111111
===== PAYMENT LEVEL INFORMATION =====			
* NOTE:	222*ACH TRACE NUMBER:5642318912315648		
* NOTE:	222*ACH COMPANY ENTRY DESCRIPTION:CRED CARD		
* TRACE:	1*12290001412289*97854531291		
* REFERENCE:	BT*11111111		
* REFERENCE:	TN*988765543213221 *TRACE NUMBER FROM THE ACH PAYMENT		
* DATE/TIME:	005*01020000		
* NAME:	FR*NPC CARD SERVICE		
===== INVOICE INFORMATION =====			
* ENTITY:	1		
* MM1*PE*3* JONES***	1111111122222233		
* NAME:	FR*JONES 00011222*11*3216549876543212		
* INVOICE:	\$0.00	DISCOUNT:	\$0.00 NET: 50.00
* REMIT:	TN *0112223334445556		
=====			

EDI Summary Report

The EDI Summary Report provides current day summary information about electronic and remittance payments in text format that you can view online. Information is retained for 45 calendar days.

You can export the report in X12 format, or export the report data to Microsoft[®] Excel[®].

Cash Reporting - EDI Summary		Business Data: 01/30/2006	
UATGR3CO2		Informational Purposes Only	
Account Number:	1234567	Bank:	JPMorgan Chase Bank, N.A. (IL)
Account Name:	System - EDI Summary - IL Acct2		
ABC EXPORTS			
=====			
* CREDIT AMOUNT:	\$420.56	DATE:	01/30/2006 METHOD: ACH CCD
* RECEIVER- ABA:	071000013	ACCT:	00000000123456789
* SENDER- NAME:	ABC ENTERPRISES	ID:	00997054321
* ABA:	1122334455	ACCT:	00000000112233445
===== PAYMENT LEVEL INFORMATION =====			
* NOTE:	ZZZ*ACH TRACE NUMBER:021000020131291		
* NOTE:	ZZZ*ACH COMPANY ENTRY DESCRIPTION:SETTLEMENT		
* TRACE:	1*021000020131291*1134952250*PAYMENT DATE 06114		
* REFERENCE:	BT*8888888		
* REFERENCE:	TN*021000020131291*TRACE NUMBER FROM THE ACH PAYMENT		
* DATE/TIME:	009*20060603		
* NAME:	FR*ABC ENTERPRISES *9L* 112233445566778899		
* NAME:	FR*ABC ENTERPRISES *9L* 112233445566778899		
=====			
* CREDIT AMOUNT:	\$307.00	DATE:	01/30/2006 METHOD: ACH PFD
* RECEIVER- ABA:	007788554433	ACCT:	0000000001012529
* SENDER- NAME:	ABC SERVICE	ID:	6211149904
* ABA:	1122334455	ACCT:	1000000000000000
===== PAYMENT LEVEL INFORMATION =====			
* NOTE:	ZZZ*ACH TRACE NUMBER:12200003142289		
* NOTE:	ZZZ*ACH COMPANY ENTRY DESCRIPTION:CRED CARD		
* TRACE:	1*12200003142289*6211149904		
* REFERENCE:	BT*8888888		
* REFERENCE:	TN*12200003142289*TRACE NUMBER FROM THE ACH PAYMENT		
* DATE/TIME:	009*20060603		
* NAME:	FR*ABC SERVICES		
* NAME:	FR*SMITH & SONS 002233445 *91*0088877788888844		
=====			
* CREDIT AMOUNT:	\$2,097.00	DATE:	01/30/2006 METHOD: ACH PFD
* RECEIVER- ABA:	007788554433	ACCT:	0000000000887654
* SENDER- NAME:	ABC SERVICES	ID:	6211149904
* ABA:	1122334455	ACCT:	1000000000000000
===== PAYMENT LEVEL INFORMATION =====			
* NOTE:	ZZZ*ACH TRACE NUMBER:122000031413812		
* NOTE:	ZZZ*ACH COMPANY ENTRY DESCRIPTION:CRED CARD		
* TRACE:	1*122000031413812*6211149904		
* REFERENCE:	BT*8888888		
* REFERENCE:	TN*122000031413812*TRACE NUMBER FROM THE ACH PAYMENT		

Created on: 06/06/2006 04:25 PM

Page 1 of 1

EDI X12 820 Report

The EDI X12 820 Report provides current day information that can be exported in ANSI X12 format. SAs grant entitlements for viewing. Report information is retained for a maximum of 45 days.

EDI X12 820 REPORT

```

ISA*00*000000009 *00*          *00*000000009          *ZZ*00008
*000002*0001*U*000010*000000008*0*P*\
GS*IN*000000009*00008*000002*0001*000000008*X*000001\
ST*000*000000006\
BPR*P*.00*C*ACH*CCP*00*000000005**000000003*000000003**00*000000009*
DA*000000000000000002*00000002*VEN\
TRN*0*333333333333 SSA*000000003\
REF*BT*11111111\
REF*TN*012345678912345*TRACE NUMBER FROM THE ACH PAYMENT\
DTM*000*000000002\
N1*IU*ABC PET SRVS\
N1*BE*FOR SERVICE 1 *11*123456789\
N1*PR*US TREAS 000*11*22222222\
N1*PE*ABC PET SRVS*22*3333333333333333 SSA\
SE*000001*987654321\
ST*000*987654321\
BPR*P*.00*C*ACH*CCP*01*07776665**665554443*222111000**01*8887779*
DA*0000007000000092*00000012*VEN\
TRN*1*3333333333333333 SSA*777888999\
REF*BT*11111111\
REF*TN*4444455555566*TRACE NUMBER FROM THE ACH PAYMENT\
DTM*000*000000002\
N1*IU*ABC PET SRVS\
N1*BE*FOR SERVICE *11*123456789\
N1*PR*US TREAS 000*11*22222222\
N1*PE*ABC PET SRVS*22*3333333333333333 SSA\
SE*009999*222220000\
GE*000002*111112222\
IEA*000001*333444555\
    
```

Investment Report

The Investment Report shows investment activity for an account and includes the invested/sweep amount, interest rate/yield information, and interest or dividends earned.

With this report, you can:

- Review prior business day or up to 45 calendar days of history for the End of Day Investment Sweep, Intraday Sweep and Direct Investment activity
- Run the report for all accounts or for specific accounts
- Save report information by downloading data from Search results from the Report Viewer Search utility

The information that displays in the report is determined by the source. It can include the investment account (for Intraday Sweep and Direct Investment), investment type, trade date, investment account balance, total amount invested or sweep amount, interest or dividends earned, total number of days invested for the trade, target balance (for EOD and Intraday Sweep), and month to date and year to date interests/dividends earned.

Cash Reporting—Investment Report		Business Date: 12/18/2009	
ACME Manufacturing			
**Informational Purposes Only			
Account Number: 123456789		Bank Number: 00000001	
PAGE 1			
JPMorgan Chase Bank NA END OF DAY SWEEP			
ACME MANUFACTURING BANK NUMBER 0000 COA NUMBER 000000000111111111			
INVESTMENT INFORMATION			
INVESTMENT TYPE	NOT CURRENTLY ENROLLED		
LOAN INFORMATION			
TRANSFER DATE: 2009-11-26	OBL GOR :	OBL GATON	AMOUNT
TRANSFER TO LINE OF CREDIT	12345678	23456789	50.00
TRANSFER FROM LINE OF CREDIT	12345678	23456789	500.00
LINE OF CREDIT PRINCIPAL (\$)	119,750.00		
LINE OF CREDIT AVAILABLE (\$)	1,820,270.00		
LOAN FUNDS AVAILABLE TO YOUR COA (\$)	1,820,270.00		



Offshore Deposits, Commercial Paper, Repurchase Agreements, IBF, Fed Funds Invested

PAGE	1
J.P. Morgan Chase Bank, N.A. ██████████ MUTUAL INSURANCE COMPA BANK NUMBER: 0001 DDA NUMBER: ██████████	
INVESTMENT INFORMATION	
INVESTMENT TYPE:	<i>Investment Type</i>
TRADE DATE:	04-19-2008
TOTAL AMOUNT INVESTED/SWEEP AMOUNT (\$):	2,951,968.86
INTEREST RATE (%):	3.850000
INTEREST EARNED (\$):	315.69
TOTAL NUMBER OF DAYS INVESTED FOR THIS TRADE:	1
TARGET BALANCE (\$):	\$1.00
MONTH TO DATE INTEREST EARNED (\$):	4,210.16
YEAR TO DATE INTEREST EARNED (\$):	28,832.35

Money Market Mutual Funds

PAGE	1
J.P. Morgan Chase Bank, N.A. BOA LTD BANK NUMBER: 0001 DDA NUMBER: 000000000981409596	
INVESTMENT INFORMATION	
INVESTMENT TYPE:	<i>Name of Fund, Share Class</i>
TRADE DATE:	04-19-2008
TOTAL AMOUNT INVESTED/SWEEP AMOUNT (\$):	162,816.98
FUND YIELD (%):	4.040404
DIVIDEND EARNED/ACCRUED (\$):	18.02
TOTAL NUMBER OF DAYS INVESTED FOR THIS TRADE:	1
TARGET BALANCE (\$):	1.00
MONTH TO DATE DIVIDENDS EARNED (\$):	344.04
YEAR TO DATE DIVIDENDS EARNED (\$):	1,898.49

Michigan Money Market Funds

		PAGE	1
J.P. Morgan Chase Bank, N.A.			
COPEN MACHINE INC			
BANK NUMBER: 0001			
DDA NUMBER: 000000000100050536			
INVESTMENT INFORMATION			
INVESTMENT TYPE:	<i>Name of Fund</i>		
TRADE DATE:	04-19-2008		
TOTAL AMOUNT INVESTED/SWEEP AMOUNT (\$):			127,800.82
FUND YIELD (%):			2.837364
INTEREST EARNED/ACCRUED (\$):			9.93
TOTAL NUMBER OF DAYS INVESTED FOR THIS TRADE:			1
TARGET BALANCE (\$):			10,000.00
MONTH TO DATE INTEREST EARNED (\$):			34.43
YEAR TO DATE INTEREST EARNED (\$):			242.77

Fed Funds Borrowed

		PAGE	1
J.P. Morgan Chase Bank, N.A.			
██████ MUTUAL INSURANCE COMPA			
BANK NUMBER: 0001			
DDA NUMBER: ██████████			
INVESTMENT INFORMATION			
INVESTMENT TYPE:	OVERNIGHT SWEEP FED FUNDS BORROWED		
TRADE DATE:	04-19-2008		
TOTAL AMOUNT BORROWED/SWEEP AMOUNT (\$):			2,951,968.86
INTEREST RATE CHARGED (%):			3.850000
INTEREST CHARGED (\$):			315.69
TOTAL NUMBER OF DAYS FOR THIS TRADE:			1
TARGET BALANCE (\$):			\$1.00
MONTH TO DATE INTEREST CHARGED (\$):			4,210.16
YEAR TO DATE INTEREST CHARGED (\$):			28,832.35



Loan Sweep with Investment Option

		PAGE	1
J.P. Morgan Chase Bank, N.A.			
UNVERPERTH MANUFACTURING CO			
BANK NUMBER: 0001			
DDA NUMBER: 000000000011010465			
INVESTMENT INFORMATION			
INVESTMENT TYPE:	<i>Investment Type</i>		
TRADE DATE:	04-19-2008		
TOTAL AMOUNT INVESTED/SWEEP AMOUNT (\$):	0.00		
INTEREST RATE (%):	0.000000		
INTEREST EARNED (\$):	0.00		
TOTAL NUMBER OF DAYS INVESTED FOR THIS TRADE:	1		
TARGET BALANCE (\$):	\$1.00		
MONTH TO DATE INTEREST EARNED (\$):	0.00		
YEAR TO DATE INTEREST EARNED (\$):	0.00		
LOAN INFORMATION			
TRANSFER DATE: 04-19-2006	OBLIGOR \ OBLIGATION	AMOUNT	
TRANSFER TO LINE OF CREDIT	2591353120 307	\$0.00	
TRANSFER FROM LINE OF CREDIT	2591353120 307	\$98,000.00	
LINE OF CREDIT PRINCIPAL (\$):	23,162,496.00		
LINE OF CREDIT AVAILABLE (\$):	6,837,504.00		
LOAN FUNDS AVAILABLE TO YOUR DDA (\$):	6,837,504.00		

Loan Sweep without Investment Option

			PAGE 1
J.P. Morgan Chase Bank, N.A.			
UNVERFERTH MANUFACTURING CO			
BANK NUMBER: 0001			
DDA NUMBER: 000000000011010465			
INVESTMENT INFORMATION			
INVESTMENT TYPE:	NOT CURRENTLY ENROLLED		
LOAN INFORMATION			
TRANSFER DATE: 04-19-2008	OBLIGOR \ OBLIGATION		AMOUNT
TRANSFER TO LINE OF CREDIT	2591353120	307	\$0.00
TRANSFER FROM LINE OF CREDIT	2591353120	307	\$98,000.00
LINE OF CREDIT PRINCIPAL (\$):			23,162,496.00
LINE OF CREDIT AVAILABLE (\$):			6,837,504.00
LOAN FUNDS AVAILABLE TO YOUR DDA (\$):			6,837,504.00

Loan Summary Report

The Loan Summary Report is a special report that provides a preformatted view of the user's loan position. The report is preformatted by the loan system and is not configurable by the user on Cash Balances and Transaction Reporting.

With this report you can review prior business day with up to 45 calendar days of history. Activity is updated daily. The "AS-OF DATE" is the opening for that day. Loan activity displays from the past 10 calendar dates.



There are special fees for special reports at the customer and user level.

LOAN SUMMARY:				
CURRENT RATE:			6.000	MAY INCLUDE RATE OPTIONS
DUE DATE:			07/01/05	
MATURITY DATE:			05/31/06	
CURRENT PRINCIPAL BALANCE:		15,496,613.57		
INTEREST ACCRUED		1,082.77		
LATE CHARGE		0.00		
ESCROW AMOUNT		0.00		
FEES		0.00		
TOTAL AS-OF	06/30/05:	15,497,696.34		
10-DAY ACTIVITY REPORT:				
EFFECTIVE DATE	AS OF DATE	TRANSACTION AMOUNT	RUNNING BALANCE	DESCRIPTION
06/29/05		14,971,360.17	15,496,613.57	LOAN ADD
06/29/05		700,000.00	525,253.40	ADVANCE
06/29/05		47,287.21	525,253.40	COLLECTION

Asia Reports

J.P. Morgan ACCESSSM offers a set of reports designed for clients with accounts in Asia.

The Report Criteria window for Asia Reports is available in the following languages:

- Simplified Chinese
- Traditional Chinese (Taiwan and Hong Kong)
- English

Users can select their preferred language as well as date, time and amount formats in User Preferences.

Note: The Withholding Tax Report is available only in a Thai/English version.

The procedures for scheduling, running, filtering, saving and viewing Asia Reports are the same as other Cash Balances and Transactions reports. With Asia Reports entitlements, you can:

- Create a report using transaction activity for 10, 45 or 90 calendar days, or one year, according to your arrangement with the Bank for retaining historical information.
- Customize the report by setting date and account criteria and optional filters based on the report type.
- Generate the report online. You can view the report as it builds in Report Viewer, and then print and download it in Adobe[®] Acrobat[®] PDF and Microsoft[®] Excel[®] format.
- Create an export file in CSV or CSV Unicode format that you can retrieve from the View Status/History screen.

Note: Microsoft[®] Excel[®] 2003 is required to open CSV Unicode files properly. If you do not have this version of Microsoft Excel, open CSV Unicode files in Microsoft[®] Wordpad[®] or Microsoft[®] Notepad[®].

The Arial Unicode font is needed for viewing Asian languages. You can download this font from the Client Support tab on the J.P. Morgan ACCESS Dashboard. Select Arial Unicode MS Font under **Resources | Plugins** for a link to download instructions.

The Asia Reports are entitled at the customer level for specified accounts. The "Asia Reports with Confidential Trans" or "Asia Reports w/o Confidential Trans" entitlement is inherited or optionally assigned to any account that is given the Asia Reports entitlement.

ACH/GIRO Return Report

The J.P. Morgan ACCESS ACH/GIRO Return Report provides information about electronic debit and credit items that have been returned during the clearing process with the Beneficiary Bank or rejected by the Bank, and the reason for rejection or return.

You can:

- Create an ACH/GIRO Return Report for Prior Day or a Date Range using transaction activity for 10, 45 or 90 calendar days, or one year, according to your arrangement with the Bank.
- Export the report in CSV or CSV Unicode format.
- Display confidential and/or non-confidential transactions.

For each transaction within an account, the report returns the selected date type(s), the check's amount and status, return/reject reason, customer reference, confidential (yes/no), and the beneficiary name, account and bank/branch.

Cash Reporting - ACH/GIRO Return Report		Reporting Options		Display only accounts with transactions			
Date Range: 08/14/11 - 08/15/11		Confidential: Yes		Confidential and Non-Confidential Transactions			
Date Type(s): All Date Types		Transaction Type:					
Report Filter:		*For International Payments Only*					
Beneficiary Name:	ABC						
Account Range:	ALL						
Offset:	All Offsets						
Bank: JPMORGAN CHASE N.A.		Clearing	The Date Time				
Account Number:	123456789	Last Updated:	08/15/11 - 02:21 AM				
Account Name:	WORLDWIDE CORPORATION	Amount	Confidential	Date	Status	Return/Reject Reason	
Customer Reference:		845 442 75	No	Value	02/08/11	Returned	6 Payer to Cmt
Beneficiary Name:	ABC PARTS CO, LTD			Transaction:	02/08/11		
Beneficiary Bank/Branch:	11111111			Returns/Reject:	02/08/11		
Beneficiary Account:	234567890						
Customer Reference:		1,075 187 21	No	Value	02/08/11	Returned	6 Payer to Cmt
Beneficiary Name:	DEFINITY SERVICES, INC.			Transaction:	02/08/11		
Beneficiary Bank/Branch:	0002222			Returns/Reject:	02/08/11		
Beneficiary Account:	345678901						
Customer Reference:		1,040 982 04	No	Value	02/08/11	Returned	6 Payer to Cmt
Beneficiary Name:	MUTUAL BENEFIT ASSOCIATION			Transaction:	02/08/11		
Beneficiary Bank/Branch:	0003333			Returns/Reject:	02/08/11		
Beneficiary Account:	456789012						
Customer Reference:		2,218 216 57	No	Value	02/08/11	Returned	6 Payer to Cmt
Beneficiary Name:	NATIONAL PARTS CO, LTD			Transaction:	02/08/11		
Beneficiary Bank/Branch:	0004444			Returns/Reject:	02/08/11		
Beneficiary Account:	567890123						
Customer Reference:		844 286 07	No	Value	02/08/11	Returned	6 Payer to Cmt
Beneficiary Name:	POSITIVE VALUE CORP			Transaction:	02/08/11		
Beneficiary Bank/Branch:	0005555			Returns/Reject:	02/08/11		
Beneficiary Account:	678901234						
Customer Reference:		1,074 982 23	No	Value	02/08/11	Returned	6 Payer to Cmt
Beneficiary Name:	TRICORP SMITH			Transaction:	02/08/11		
Beneficiary Bank/Branch:	0006666			Returns/Reject:	02/08/11		
Beneficiary Account:	789012345						
Customer Reference:		834 440 21	No	Value	02/07/11	Returned	6 Payer to Cmt
Beneficiary Name:	ABC CORP UNLIMITED			Transaction:	02/07/11		
Beneficiary Bank/Branch:	0007777			Returns/Reject:	02/07/11		
Beneficiary Account:	890123456						

ACH/GIRO Return Report in Simplified Chinese

現金收支報告 - 自動轉賬/支票匯票詳情

上一日: 01/16/08
日期範圍: 所有日期與區

匯款地點
狀態: 所有狀態

大寫單據: 詳細和(1)詳細列表
按日期排序

銀行:	JPMORGAN CHASE THAILAND	貨幣:	Thai Baht (THB)	日期:	狀態:	通匯/電匯日期
賬號:	128347890	上次更新:	01/16/08 - 12:48 PM ET	日期:	狀態:	
參號:		金額:	幣種:	日期:	狀態:	
客戶參考號:	01010102101	495,000.44 泰	日期:	01/16/08	PROCESSED	
匯款人名稱:	AIC TECHNOLOGY CO.LTD.		幣種:	01/16/08		
匯款人銀行/分行:	3330000		通匯/電匯:			
匯款人賬戶:	Bank Check					
客戶參考號:	01010101001	504,806.00 泰	日期:	01/16/08	PROCESSED	
匯款人名稱:	NATIONAL POWER CO.LTD.		幣種:	01/16/08		
匯款人銀行/分行:	0000005		通匯/電匯:			
匯款人賬戶:	Bank Check					
客戶參考號:	01010101002	440,288.87 泰	日期:	01/16/08	PROCESSED	
匯款人名稱:	NATIONAL PETROCHEM CO.LTD.		幣種:	01/16/08		
匯款人銀行/分行:	0000000		通匯/電匯:			
匯款人賬戶:	Bank Check					
客戶參考號:	01010101003	418,437.79 泰	日期:	01/16/08	PROCESSED	
匯款人名稱:	ZTE PDC CO.LTD.		幣種:	01/16/08		
匯款人銀行/分行:	0000006		通匯/電匯:			
匯款人賬戶:	Bank Check					
客戶參考號:	01010101005	712,744.57 泰	日期:	01/16/08	PROCESSED	
匯款人名稱:	AIC TELEPHONE SERVICES CO.LTD.		幣種:	01/16/08		
匯款人銀行/分行:	7775000		通匯/電匯:			
匯款人賬戶:	Bank Check					
客戶參考號:	01010101008	288,114.00 泰	日期:	01/16/08	PROCESSED	
匯款人名稱:	INTERNATIONAL SECURITY PRODUCTS CO.LTD.		幣種:	01/16/08		
匯款人銀行/分行:	0000007		通匯/電匯:			
匯款人賬戶:	Bank Check					
客戶參考號:	01010101007	182,434.81 泰	日期:	01/16/08	PROCESSED	
匯款人名稱:	ZTE INNOVATION CO.LTD.		幣種:	01/16/08		
匯款人銀行/分行:	0000000		通匯/電匯:			
匯款人賬戶:	Bank Check					
客戶參考號:	01010101009	482,813.70 泰	日期:	01/16/08	PROCESSED	
匯款人名稱:	AIC TELECOMMUNICATION SERVICES CO.LTD.		幣種:	01/16/08		
匯款人銀行/分行:	0000008		通匯/電匯:			
匯款人賬戶:	Bank Check					

結賬日期: 01/17/08 11:07 AM 第 3/12 頁

Check/Draft Collections Report

The J.P. Morgan ACCESSSM Check/Draft Collections Report lists incoming paper payments with detailed information about checks and drafts. It is similar to the Standard Collections Report, with the inclusion of additional data that is specific to accounts in India where collection service for paper instruments is provided by J.P. Morgan. The report can be used to reconcile against receivables or to query for payment status of an instrument.

You can:

- Filter the report by Date, Check Amount or Number, Deposit or Clearing Location, Product Type or Payer Name.
- View the report online
- Export the report in CSV or CSV Unicode
- Filter Accounts by Bank and Currency
- Select UAccounts to includeUH: Select All, Deselect All, Select individual account(s)
- Schedule, run and save the report as Microsoft[®] Excel[®] or Adobe[®] Acrobat[®] PDF file

Check/Draft Collections Report		*For International Payments Only*		Currency: Indian Rupee (INR)	
Company Name:	UAT55EARF	Account Number:	9995536006	Last Updated:	01/22/2008 - 04:57 AM
Date Range:	03/01/2008 - 06/01/2008	Account Name:	30X ACCT 6 - INR	Invoice:	01/22/2008 - 04:57 AM
Class Type(s):	All Class Types	Payer Bank:	000233001	Amount:	1,000.00
		Customer Ref:	JPLCJCCO	Chq No:	XXN081217001
		Class Code:	JLCO	Date:	03/01/2008
		Product Type:	MLQ	Location:	MUM
		Clearing Location:	MUM	Amount:	1,000.00
		Deposited Credit Date:	03/01/2008	Number:	82912
		Value Date:	03/01/2008	Date:	03/01/2008
		Reason Reason:	Payment stopped by drawer	Bank:	RETURN
		Payer Name:	000233002	Amount:	2,000.00
		Customer Ref:	JPLCJCCO	Chq No:	XXN081218001
		Class Code:	MLQ	Date:	03/01/2008
		Product Type:	MLQ	Location:	PUN
		Clearing Location:	PUN	Amount:	2,000.00
		Deposited Credit Date:	03/01/2008	Number:	82914
		Value Date:	03/01/2008	Date:	03/01/2008
		Reason Reason:	Extrac arrangement	Bank:	RETURN
		Payer Name:	000233003	Amount:	10,000.00
		Customer Ref:	JPLCJCCO	Chq No:	XXN081219002
		Class Code:	MLQ	Date:	03/01/2008
		Product Type:	MLQ	Location:	PUN
		Clearing Location:	PUN	Amount:	10,000.00
		Deposited Credit Date:	03/01/2008	Number:	82914
		Value Date:	03/01/2008	Date:	03/01/2008
		Reason Reason:	Extrac arrangement	Bank:	RETURN

Check/Draft Delivery Report

The J.P. Morgan ACCESSSM Check/Draft Delivery Report displays a list of transactions according to their delivery status or Airway Bill Number.

You can:

- Create a Check/Draft Delivery Report using transaction activity for 10, 45 or 90 calendar days, or one year, according to your arrangement with the Bank.
- Generate the report online. You can view the report as it builds in Report Viewer, and then print and download it in Adobe® Acrobat® (PDF) format.
- Create an export file in CSV format that you can retrieve from the View Status/History screen.

For this report, all data will be in English.

For each transaction within an account, the report returns the transaction and customer references; check number and check type; Airway Bill number; selected date type, payee name, issuing bank, payable at location, delivery status, and a confidential or non-confidential indicator.

Cash Reporting - Check/Draft Delivery Report
Print Dry: 09/04/2008
Date Type: All Date Types

Report Filter:
Check Delivery Status: n/a
Airway Bill Number: n/a
Account: n/a

Viewing Options:
Transaction Type: n/a
Confidential and Non-Confidential Transactions

For International Payments Only

Bank: JPMORGAN CHASE BANK N.A.
Account Number: 0204977880
Account Name: INDIA NWA ACCT 4
Currency: INR
Printed Report (RTI): 07/11/2008 - 11:50 AM

Transaction	Date & Amount	Confidential	Name & Account Details
Transaction: Customer Ref: Check No: Check Type: Airway Bill	2170401000000000 2222222222222222 78901 Bank Check 12502100000	1,234.56 INR No	Payee Name: Issuing Bank: Payable at Location: Delivery Status:
Transaction: Customer Ref: Check No: Check Type: Airway Bill	2170401000000000 2333333333333333 78901 Bank Check 12502100000	1,789,930.00 INR No	Payee Name: Issuing Bank: Payable at Location: Delivery Status:
Transaction: Customer Ref: Check No: Check Type: Airway Bill	2170401000000000 4444444444444444 78901 Bank Check 12502100000	702,111.11 INR No	Payee Name: Issuing Bank: Payable at Location: Delivery Status:
Transaction: Customer Ref: Check No: Check Type: Airway Bill	2170401000000000 9999999999999999 78901 Bank Check 12502100000	6,216,411.00 INR No	Payee Name: Issuing Bank: Payable at Location: Delivery Status:
Transaction: Customer Ref: Check No: Check Type: Airway Bill	2170401000000000 0000000000000000 78901 Bank Check 12502100000	79,171.00 INR No	Payee Name: Issuing Bank: Payable at Location: Delivery Status:
Transaction: Customer Ref: Check No: Check Type: Airway Bill	2170401000000000 1111111111111111 78901 Bank Check 12502100000	1,541,828.00 INR No	Payee Name: Issuing Bank: Payable at Location: Delivery Status:

Credit d/c: 07/11/2008 09:55 AM Page 4 of 43

Check/Draft Status Report

The J.P. Morgan ACCESS Check/Draft Status Report displays the status of all checks and bank drafts issued by the Bank. It can be used as a checklist to see which transactions have cleared or are outstanding.

You can:

- Create a Check/Draft Status Report for Prior Day or a Date Range using transaction activity for 10, 45 or 90 calendar days, or one year, according to your arrangement with the Bank.
- Export the report in CSV or CSV Unicode format.
- Select the Delivery Method(s) you want to include the report.

For each transaction within an account, the report returns the transaction and customer references; check number, transaction type and amount; selected date type, payee name, By Order Of, delivery method and status.

CASH Reporting - Check/Draft Status Report										
ER208UATRP										
Prior Day: 03/21/2008										
Date Type(s): All Date Types										
Report Filter		Check and Draft		Missing Columns:		Display only accounts with interest on				
Check Type:		All Check Drafts		Filter Name:		N/A				
Check Bank:		All Delivery Methods		Account Filter:		N/A				
Check Delivery Method:		N/A		Customer Ref:		N/A				
Check Number:		N/A		Transaction Type:		Confidential and Non-Confidential Transactions				
For International Payments Only										
Bank:		JPMORGAN CHASE BANK MINNAP		Currency:		Indian Rupee (INR)				
Account Number:		518500002		Last Updated:		03/27/2008 - 04:43 AM				
Account Name:		Inds Access 12								
Reference	Amount	Cleared	Date	Name & Delivery Details	Status					
Transaction: Customer: Check No.: Type:	1515264732D18860 080592948464007 154818 Draft Check	22,026,759.00	h/D	Yes	Issue: Value: Reference: 03/21/2008 03/21/2008 03/21/2008	Payee: By Order Of: Check Delivery Method:	ABC CORPORATION INDIA CO.LTD EPG-INDIA EXPLORATION AND PRODUCTION II BCD PARK H/D - Hold for Pickup	Outstanding		
Transaction: Customer: Check No.: Type:	1515264732D18860 051618403897845 154813 Draft Check	27,870,286.00	h/D	Yes	Issue: Value: Reference: 03/21/2008 03/21/2008 03/21/2008	Payee: By Order Of: Check Delivery Method:	ABC CORPORATION INDIA CO.LTD EPG-INDIA EXPLORATION AND PRODUCTION II BCD PARK H/D - Hold for Pickup	Outstanding		
Transaction: Customer: Check No.: Type:	1515264732D18860 14304468186660 154812 Draft Check	7,424,860.00	h/D	Yes	Issue: Value: Reference: 03/21/2008 03/21/2008 03/21/2008	Payee: By Order Of: Check Delivery Method:	ABC CORPORATION INDIA CO.LTD EPG-INDIA EXPLORATION AND PRODUCTION II BCD PARK H/D - Hold for Pickup	Outstanding		
Transaction: Customer: Check No.: Type:	4940215825775978 497851811849181 154822 Draft Check	2,016,522.00	h/D	Yes	Issue: Value: Reference: 03/21/2008 03/21/2008 03/21/2008	Payee: By Order Of: Check Delivery Method:	ABC CORPORATION INDIA CO.LTD EPG-INDIA EXPLORATION AND PRODUCTION II BCD PARK H/D - Hold for Pickup	Outstanding		
Transaction: Customer: Check No.: Type:	1515264732D18860 080592948464007 154818 Draft Check	6,500,286.00	h/D	Yes	Issue: Value: Reference: 03/21/2008 03/21/2008 03/21/2008	Payee: By Order Of: Check Delivery Method:	ABC CORPORATION INDIA CO.LTD EPG-INDIA EXPLORATION AND PRODUCTION II BCD PARK H/D - Hold for Pickup	Outstanding		
Transaction: Customer: Check No.: Type:	1515264732D18860 07261844788609 154814 Draft Check	348,357.00	h/D	Yes	Issue: Value: Reference: 03/21/2008 03/21/2008 03/21/2008	Payee: By Order Of: Check Delivery Method:	ABC CORPORATION INDIA CO.LTD EPG-INDIA EXPLORATION AND PRODUCTION II BCD PARK H/D - Hold for Pickup	Outstanding		
Created on: 06/24/2008 09:54 PM										
Page 1 of 29										

Direct Debit Report

The J.P. Morgan ACCESS Direct Debit Report provides information about direct debit transactions and the status of the transactions.

You can:

- Create a Direct Debit Report for Prior Day or a Date Range using transaction activity for 10, 45 or 90 calendar days, or one year, according to your arrangement with the Bank.
- Export the report in CSV or CSV Unicode format.
- Filter the report by Return/Reject Reason.

For each transaction within an account, the report returns the amount and status of the transaction, return/reject reason, selected date type(s), and payment or customer reference.

Cash Reporting - Direct Debit Report		*For International Payments Only*		Status	Return/Reject Reason
Print Date:	05/15/04	Account:	Value:		
Date Type(s):	All Date Type	Last Updated:	Transaction:		
Bank:	JPMORGAN CHASE THAILAND	Current:	Return/Reject:		
Account Number:	1321987890	The Date (T1):			
Account Name:	CORPORATION ACCO.LMT	05/15/04 - 01:03 AM			
Subsidiary:		Amount:	Index:		
Payment Name:	ABC CORPORATION	56,851.77	Value:	05/15/04	Requested
Payment Bank:			Transaction:	05/15/04	
Payment Account Number:	2389673101		Return/Reject:		
Payment Reference:					
Customer Reference:	101010101				
Payment Name:	ABC INFORMATION TECHNOLOGY CORP.	41,480.53	Value:	05/15/04	Processed
Payment Bank:			Transaction:	05/15/04	
Payment Account Number:	3465783112		Return/Reject:		
Payment Reference:					
Customer Reference:	20003032				
Payment Name:	WORLDWIDE CORPORATION	6,530.04	Value:	05/15/04	Processed
Payment Bank:			Transaction:	05/15/04	
Payment Account Number:	456789123		Return/Reject:		
Payment Reference:					
Customer Reference:	30003032				
Payment Name:	NATIONAL POWER CO., LTD	1,278,541.82	Value:	05/15/04	Rejected - E-Partner C-1
Payment Bank:			Transaction:	05/15/04	
Payment Account Number:	5678901234		Return/Reject:	05/15/04	
Payment Reference:					
Customer Reference:	40404042				
Payment Name:	XYZ GAS & UTILITIES CORP	1,271,644.42	Value:	05/15/04	Rejected - E-Partner C-1
Payment Bank:			Transaction:	05/15/04	
Payment Account Number:	6789012345		Return/Reject:	05/15/04	
Payment Reference:					
Customer Reference:	50003032				
Payment Name:	ABC PEA. ESTATE CO. LTD	671,460.64	Value:	05/15/04	Rejected - E-Partner C-1
Payment Bank:			Transaction:	05/15/04	
Payment Account Number:	7890123456		Return/Reject:	05/15/04	
Payment Reference:					
Customer Reference:	60006032				
Payment Name:	INTERNATIONAL COFFEE CO., LTD	540,956.24	Value:	05/15/04	Rejected - E-Partner C-1
Payment Bank:			Transaction:	05/15/04	
Payment Account Number:	8901234567		Return/Reject:	05/15/04	
Payment Reference:					
Customer Reference:	70707032				

Created on: 05/15/04 12:15 AM

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Post Dated Check Report

The J.P. Morgan ACCESS Post Dated Check Report is used to review the status of future dated checks that have been deposited.

You can:

- Create a Post Dated Check Report for Prior Day or a Date Range using transaction activity for 10, 45 or 90 calendar days, or one year, according to your arrangement with the Bank.
- Export the report in CSV or CSV Unicode format.
- Filter the report by All Check Statuses or Cancelled, Cleared, In Collection Process, In Custody, Lost, Mutilated, Rejected or Withdrawn checks.

For each transaction within an account, the report returns the selected date type, amount and status of the check; the payer's name, check number, deposit date, and branch; the drawee's bank/branch, and other references.

Check Reporting - Post Dated Check Report		*For International Purpose Only*	
ER1MBUATRP Date Range: 05/11/2007 - 06/27/2007 Date Type(s): Value Date			
Bank:	JPMORGAN CHASE THAILAND	Currency:	Thai Baht (THB)
Account Number:	1234567890	Last Updated:	05/04/2007 - 11:13 AM
Account Name:	INTERNATIONAL ACCOUNT		
Value Date:	06/25/2007	Amount:	83,382.00
Status:	Cleared		
Check Ref:	CUST000000000000	Drawee Bank/Branch:	3089 K Bank
Deposit Branch:	JPMORGAN CHASE THAILAND	Reference:	Bangkok branch PF000000000015
Deposit Date:	06/19/2007		
Payer Name:	XYZ POWER CO., LTD.		
Check Number:	2890002		
Value Date:	06/28/2007	Amount:	1,000.00
Status:	Cleared		
Check Ref:	CUST000000000000	Drawee Bank/Branch:	3089 K Bank
Deposit Branch:	JPMORGAN CHASE THAILAND	Reference:	Bangkok branch PF000000000020
Deposit Date:	06/19/2007		
Payer Name:	ABC ELECTRIC CO., LTD.		
Check Number:	2890004		
Value Date:	06/01/2007	Amount:	122,408.00
Status:	Cleared		
Check Ref:	CUST0101010101	Drawee Bank/Branch:	1260 Bank of Thailand
Deposit Branch:	JPMORGAN CHASE THAILAND	Reference:	Bangkok branch PAY_REF000000002
Deposit Date:	06/02/2007		
Payer Name:	NATIONAL UTE.ITY CO., LTD.		
Check Number:	4830002		
Value Date:	06/01/2007	Amount:	207,182.00
Status:	Cleared		
Check Ref:	CUST000000000000	Drawee Bank/Branch:	2256 K Bank
Deposit Branch:	JPMORGAN CHASE THAILAND	Reference:	Bangkok branch PAY_REF0000000049
Deposit Date:	06/26/2007		
Payer Name:	XYZ EXPORT CO., LTD		
Check Number:	4830009		
Value Date:	06/01/2007	Amount:	23,840.00
Status:	Cleared		
Check Ref:	CUST0101010101	Drawee Bank/Branch:	2360 K Bank
Deposit Branch:	JPMORGAN CHASE THAILAND	Reference:	Bangkok branch PAY_REF0000000061
Deposit Date:	06/02/2007		
Payer Name:	ABC PETROLEUM CO., LTD.		
Check Number:	4830001		
Value Date:	06/01/2007	Amount:	23,840.00
Status:	Cleared		
Check Ref:	CUST000000000000	Drawee Bank/Branch:	1260 Bank of Thailand
Deposit Branch:	JPMORGAN CHASE THAILAND	Reference:	Bangkok branch PAY_REF0000000064
Deposit Date:	06/02/2007		
Payer Name:	INTERNATIONAL INVESTMENT CO., LTD.		
Check Number:			

Created on: 03/10/2008 11:06 AM

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Standard Collections Report

The J.P. Morgan ACCESS Standard Collections Report lists incoming payments, with detailed information about selected instruments, such as incoming wires, direct debits, check deposits, cash deposits, drafts and lockbox deposits. The report can be used to reconcile against receivables, to query for payment status or to check specific data such as third-party payments or timeliness of payment.

You can:

- Create a Standard Collections report for Prior Day or a Date Range using transaction activity for 10, 45 or 90 calendar days, or one year, according to your arrangement with the Bank.
- Export the file in CSV or CSV Unicode format.
- Select the types of incoming instruments to include in the reports.

For each transaction within an account, the report returns the check number, selected date type, amount, invoice number, currency, instrument type, customer and bank references, and the payer's name and bank.

Cash Reporting - Standard Collections Report		J.P.Morgan	
Prior Day: 08/04/2008			
Report Filters			
Amount Range:	n/a	Viewing Option(s):	n/a
Payer Name:	n/a	Invoice Number:	n/a
Reference Option:	n/a	Incoming Instruments:	All Incoming Instruments
For Informational Purposes Only			
Bank: JPMORGAN CHASE BANK MUMBAI		Currency:	Indian Rupee (INR)
Account Number:	1234567890	Last Updated:	07/08/2009 - 01:25 AM
Account Name:	BOX ACCT 5 - INR		
References			
Instrument Type:	Check Deposits	Check No.	Value Date
Payer Name:	JOHN DOE	000052	08/04/2008
Payer Bank:		Product Type:	n/a
Bank Reference:	20080000000000	UTR Reference:	n/a
Customer Reference:			
Reference:	Cheque Deposit 000052		
	JOHN DOE		
	Debit		
Instrument Type:	Check Deposits	541254	08/04/2008
Payer Name:	JANE DOE	Payment:	478,482.00
Payer Bank:		Remittance:	478,482.00
Bank Reference:	20080000000000		
Customer Reference:		Product Type:	n/a
Reference:	Cheque Deposit 541254	UTR Reference:	n/a
	JANE DOE		
	Debit		
Instrument Type:	Check Deposits	529174	08/04/2008
Payer Name:	JANE DOE	Payment:	534,003.00
Payer Bank:		Remittance:	534,003.00
Bank Reference:	20080000000000		
Customer Reference:		Product Type:	n/a
Reference:	Cheque Deposit 529174	UTR Reference:	n/a
	JANE DOE		
	Debit		
Instrument Type:	Check Deposits	571214	08/04/2008
Payer Name:	JANE DOE	Payment:	397,726.00
Payer Bank:		Remittance:	397,726.00
Bank Reference:	20080000000000		
Customer Reference:		Product Type:	n/a
Reference:	Cheque Deposit 571214	UTR Reference:	n/a
	JANE DOE		
	Debit		
Created on: 07/21/2009 12:13 PM			
Page 1 of 18			

Standard Collections Report in Simplified Chinese

现金流量报告 - 标准现金流量报告		日期范围: 01/01/06 - 01/01/06	
科目代码:	不选	汇率:	不选
支付人名称:	不选	入账币种:	人民币
币种:	不选	所有入账币种:	人民币
** 交易提供序号 **			
科目:	39000000 (CASE SENSITIVE)	货币:	人民币
账号:	1234567890	上次更新:	01/01/06 01:02 AM CST
客户名称:	WILLIAMS	交易日期:	01/01/06
币种:	人民币	交易金额:	127,200.00
余额工具代码:	0100	支付:	127,200.00
支付人名称:	ALL ASIA POWER CO:LTB	收款:	127,200.00
支付人银行:	1234567890		
银行账号:	123456789012345		
客户参考号:	123456		
备注:			
余额工具代码:	0100	支付:	3,200.00
支付人名称:	ALL TRANSFORMATION SERVICES CO:LTB	收款:	3,200.00
支付人银行:	12345678901		
银行账号:	1234567890123456		
客户参考号:	1234567		
备注:			
余额工具代码:	0100	支付:	75,772.80
支付人名称:	STY INDUSTRIAL PARTS CO:LTB	收款:	75,772.80
支付人银行:	123456789012		
银行账号:	1234567890123456789		
客户参考号:	123456789		
备注:			
余额工具代码:	0100	支付:	4,200.00
支付人名称:	ALL METALS PROCESSING CO:LTB	收款:	4,200.00
支付人银行:	1234567890123		
银行账号:	1234567890123456789		
客户参考号:	123456789		
备注:			
余额工具代码:	0100	支付:	3,500.00
支付人名称:	STY INDUSTRIAL PARTS CO:LTB	收款:	3,500.00
支付人银行:	12345678901234		
银行账号:	12345678901234567890		
客户参考号:	123456789		
备注:			

打印日期: 01/01/06 11:45 AM

第 14 页

The J.P. Morgan ACCESS Withholding Tax Report provides a monthly list of tax paid. This report is available only in a Thai /English version.

You can:

- Generate monthly or bimonthly reports or select other date options.
- Export the report in CSV or CSV Unicode format.

For each Tax ID (of person who has received income), the report returns the payment and instrument date, the type of withholding tax, the amount of payment before tax deduction (gross pay), the amount of tax deducted, and other payment details. The report also returns the cumulative payment and tax deduction amount for the six persons per page who received taxable income.

Cash Reporting - Withholding Tax Report									
* For International Purposes Only *									
เลขที่บัญชี: 0402551		เลขที่บัญชีผู้รับเงิน (ขอแจ้งให้ทราบ ณ วันที่: 31/04/2553)			สาขา: JPMORGAN CHASE THAILAND				
เลขที่บัญชี: 0402551		เลขที่บัญชีผู้รับเงิน (ขอแจ้งให้ทราบ ณ วันที่: 31/04/2553)			สาขา: JPMORGAN CHASE THAILAND				
ลำดับ	ชื่อบริษัท	เลขที่บัญชีผู้รับเงิน	วันที่รับเงิน	ประเภทบัญชี	วันที่ตัดบัญชี	จำนวนเงินก่อนหักภาษี	จำนวนเงินที่หักภาษี	จำนวนเงินสุทธิ	จำนวนรายการ
1	ABC BUSINESS TOOLS CO., LTD., 665 UNIVERSAL ROAD, CHATUCHAK, KHET CHATUCHAK 10900 BANGKOK THAILAND	3011300261	21/04/2553	00300 3% SERVICE	03/00	40,900.00	1,227.00	39,673.00	1
2	ABC AGRICULTURAL EQUIPMENT CO., LTD., ABC OFFICE BUI LING 888 PACIFIC ROAD CHATUCHAK 10900 BANGKOK THAILAND	3901802012	24/04/2553	00300 3% SERVICE	03/00	10,407,854.20	312,924.17	10,094,930.03	1
3	WORLDWIDE AUTOMOTIVE SYSTEMS CO., LTD., 377183 WES TERN ROAD 10900 BANGKOK THAILAND	3011802735	24/04/2553	00300 3% SERVICE	03/00	8,828,887.46	176,126.73	8,652,760.73	1
4	XYZ INTERNATIONAL LTD., XYZ INTERNATIONAL OFFICE BUI DING 3400 EASTERN ROAD CHATUCHAK 10900 BANGKOK THAILAND	3101801206	24/04/2553	00300 3% SERVICE	03/00	1,481,066.80	45,831.67	1,435,235.13	1
5	TECHNOLOGY CORPORATION LTD., 23/11 6TH FL., TECHNOLO GY BUILDING SOUTH ROAD HAIHONGPHU, BANGKOK 10999 0 CHORBURI THAILAND	3011803120	24/04/2553	00300 3% SERVICE	03/00	29,001.00	879.05	28,121.95	1
6	XYZ POWER CO., LTD., 7TH & 8TH FL., XYZ INTERNATIONAL O FFICE BUILDING 3400 EASTERN ROAD CHATUCHAK BOKKI SA NGKOK THAILAND	3011227072	24/04/2553	00300 3% SERVICE	03/00	488,928.80	13,977.86	474,950.94	1
รวมยอดการหักภาษีเงินได้บุคคลธรรมดา (ไม่รวมการหักเงิน ณ ส.อ. 53 จำนวน (ถ้ามี))						18,256,295.19	548,008.48	17,708,286.71	

(1) ข้อมูลผู้รับเงิน (ถ้ามี)

ชื่อบริษัท: _____

เลขที่บัญชี: _____

วันที่รับเงิน: _____

ประเภทบัญชี: _____

วันที่ตัดบัญชี: _____

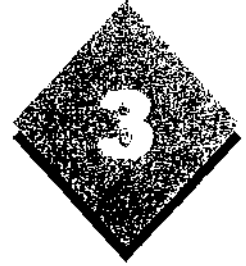
จำนวนเงินก่อนหักภาษี: _____

จำนวนเงินที่หักภาษี: _____

จำนวนเงินสุทธิ: _____

จำนวนรายการ: _____

ACH Reporting



ACH Batch Summary Report

The J.P. Morgan ACCESS ACH Batch Summary Report provides detail information on batches of items in various stages of processing.

With this report you can:

- Review details of items entered before approval.
- Review the status of detail items Approved ("Released") and Submitted for processing. The valid statuses within ACH are "Entered", "Released" and "Submitted".
- Select individual or multiple batches for review.
- Sort the batch by the ID or the Name associated with each batch entry.
- Sort the report in descending order.

- View historical information that is stored for submitted batches for 30 days.
- Print report results.

ACH Initiation CUSTOMER		Report Date: 11/20/2006		Report Time: 05:00:44 PM			
Batch Summary Report by ID Number							
Company Name:	PVTCOLACHSID1	Effective Date:	11/20/2006				
ACH ID:	8100103001	Batch Sequence:	1				
Application Name:	Payroll	Database Name:	Payroll Import				
Batch Status:	Entered						
<u>Name</u>	<u>ID Number</u>	<u>Amount</u>	<u>D/C</u>	<u>Bank ID</u>	<u>Account #</u>	<u>Acct Type</u>	<u>Trasp #</u>
TEST	101010101010101	\$3.25	C	500004111	ACCOUNT1011	C	
TEST	111111111111111	\$0.31	C	055001245	ACCOUNT1111	C	
TEST	111111111111111	\$0.11	C	800004112	ACCOUNT1111	C	
TEST	121212121212121	\$0.12	C	400004114	ACCOUNT1211	S	
TEST	131313131313131	\$0.13	C	100004113	ACCOUNT1311	C	
TEST	141414141414141	\$0.14	C	800004112	ACCOUNT1411	C	
TEST	151515151515151	\$0.15	C	700004115	ACCOUNT1511	C	
TEST	444444444444444	\$0.04	C	054000027	ACCOUNT4111	C	
OFFST PVTCOLACHSID1	BATCH OFFSET	\$3.25	D	044000037	0000000103	C	
		<u>Total Amount in Batch</u>		<u>Total Count in Batch</u>			
Debits		\$3.25		1			
Credits		\$3.25		25			
Prenotes		\$0.00		0			
		<u>Grand Total Amount</u>		<u>Grand Total Count</u>			
Debits		\$3.25		1			
Credits		\$3.25		25			
Prenotes		\$0.00		0			

ACH Import Summary Report

The J.P. Morgan ACCESS ACH Import Summary Report details the results of the import.

With this report you can:

- Determine if any records were not imported, or if any records were missing information or contained invalid information.
- Review system messages explaining the reasons for these errors.
- Review the total number of and total dollar amounts for records that were updated, new records that were created, and records that were not imported.

Import Summary Report						
Customer:	GCA PVT CUSTOMER 2	Report Date:	11/16/2006			
Company:	PVTCOLACHSID1	Report Time:	17:02:14			
User:	G5333083	Import Date:	11/16/2006			
Application:	Payroll	Import Time:	17:02:03			
Database:	Payroll Import					
Import Format:	Nacha Payroll					
File:	C:\Documents and Settings\My Documents\ACCESS\sample imports\NACHA_Payroll.txt					
Exception List:						
<u>Rec #</u>	<u>Name</u>	<u>ID Number</u>	<u>Amount</u>	<u>D/C</u>	<u>Status</u>	<u>Comments</u>
Total Records in File:		25	Total File Dollar Amount:			\$3.25
Total New Records Imported:		25	Total Dollar Amount Imported:			\$3.25
Total Records Updated:		0	Total Dollar Amount Updated:			\$0.00
Total New Records Not Imported:		0	Total Dollar Amount Not Imported:			\$0.00

ACH Validator Summary Report

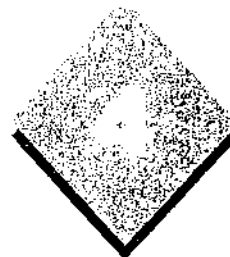
After your NACHA file is imported and validated, you can run an ACH Validator Summary Report to view the totals of all batches that were imported, and to view messages if any errors occurred.

Validator Summary Report		Report Date:	11/16/2006
		Report Time:	04:56:58 PM
Import Date:	11/16/2006		
Import Time:	16:56:53		
Customer:	GCA PVT CUSTOMER 2		
User:	G5333083		
File:	C:\Documents and Settings\My Documents\ACCESS\Validator\NACHA\Payroll.ACH		

Exception List:

<u>Rec #</u>	<u>Name</u>	<u>ID Number</u>	<u>Amount</u>	<u>D/C</u>	<u>Comments</u>																								
<table border="0" style="width: 100%;"> <tr> <td>Total Batches in File:</td> <td>1</td> <td>Total Batches Accepted:</td> <td>1</td> <td>Total Batches Rejected:</td> <td>0</td> </tr> <tr> <td>Total Records in File:</td> <td>3</td> <td>Total Records Accepted:</td> <td>3</td> <td>Total Records Rejected:</td> <td>0</td> </tr> <tr> <td>Total Accepted Debit Amount:</td> <td>\$0.00</td> <td>Accepted Dollar Amount:</td> <td>\$0.06</td> <td>Rejected Dollar Amount:</td> <td>\$0.00</td> </tr> <tr> <td>Total Accepted Credit Amount:</td> <td>\$0.06</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						Total Batches in File:	1	Total Batches Accepted:	1	Total Batches Rejected:	0	Total Records in File:	3	Total Records Accepted:	3	Total Records Rejected:	0	Total Accepted Debit Amount:	\$0.00	Accepted Dollar Amount:	\$0.06	Rejected Dollar Amount:	\$0.00	Total Accepted Credit Amount:	\$0.06				
Total Batches in File:	1	Total Batches Accepted:	1	Total Batches Rejected:	0																								
Total Records in File:	3	Total Records Accepted:	3	Total Records Rejected:	0																								
Total Accepted Debit Amount:	\$0.00	Accepted Dollar Amount:	\$0.06	Rejected Dollar Amount:	\$0.00																								
Total Accepted Credit Amount:	\$0.06																												

Funds Transfer Reporting



Predefined Instruction Detail Report

The J.P. Morgan ACCESS Predefined Instruction Detail Report provides complete information on individual or all predefined funds transfer linesheets.

With this report you can:

- Review the debit and credit party information.
- Display the most recent date the predefined linesheet was used.

Funds Transfer Initiation Held and Cancelled Contracts Report For Contracts created between 06/01/2008 and 07/01/2008				
Contract Debit				
Account :	55555555555	Contract Status :	HELD	
Contract Number :	22222222	Buy Amount :	EUR	300,000.00
Contract Date :	06/24/2008	Rate :	1.5595	USD Per EUR
Value Date :	06/26/2008	Sell Amount :	USD	779,730.00
Contracted By :	05555555	Contracted On : 06/24/2008 01:11 PM ET		
Associated Payments :				
CCN	Ultimate Beneficiary Name	Ccy	Credit Amount	Value Date
1234567890-1234	NORTHEASTERN FREIGHT	EUR	300,000.00	06/26/2008
Contract Debit				
Account :	23456789	Contract Status :	HELD	
Contract Number :	98765432	Buy Amount :	GBP	300,000.00
Contract Date :	06/24/2008	Rate :	1.9704	USD Per GBP
Value Date :	06/26/2008	Sell Amount :	USD	983,200.00
Contracted By :	05555555	Contracted On : 06/24/2008 01:23 PM ET		
Associated Payments :				
CCN	Ultimate Beneficiary Name	Ccy	Credit Amount	Value Date
55555555555555	ABC SYSTEMS	GBP	300,000.00	06/26/2008

Status Report

The J.P. Morgan ACCESS Status Report provides summary information on funds transfers entered, modified, approved or released.

With this report, you can:

- Review the status of funds transfers by category.
- Determine the total dollar value for funds transfers by date and status.

Funds Transfer Initiation Status Report 06/18/2008 - 06/18/2008							
Repetitive Line	Account Number	Tru Equiv Curr	Transaction / Equivalent Amount	FX Rate	Value Date	User	Date & Time
STATUS: Approved on 06/18/2008							
		AUD	2,300.00		06/18/2008	G5555555	06/18/2008 10:07 AM
		USD	2,229.39	0.9893		G5555555	06/18/2008 10:12 AM
Total For Status: Approved							
1	Transaction	AUD	2,300.00				
Total For 06/18/2008:							
1	Transaction	AUD	2,300.00				
STATUS: Entered on 06/18/2008							
	0000000012	INR	3,344.00		06/18/2008	G 5555555	06/18/2008 11:11 AM
Total For Status: Entered							
1	Transaction	INR	3,344.00				
Total For 06/18/2008:							
1	Transaction	INR	3,344.00				
STATUS: Entered on 06/18/2008							
123456789	887654321	USD	1.00		06/18/2008	G5555555	06/18/2008 11:32 AM
	234567890	USD	1,234.00		06/18/2008	G5555555	06/18/2008 10:09 AM
Total For Status: Entered							
2	Transactions	USD	1,235.00				
STATUS: Approved on 06/18/2008							
234567890	34567890	USD	12.00		06/18/2008	G5555555	06/18/2008 09:38 AM
	123456789	USD	22.00		06/18/2008	G5555555	06/18/2008 10:01 AM
		USD	22.00		06/18/2008	G5555555	06/18/2008 10:02 AM
		USD	22.00		06/18/2008	G5555555	06/18/2008 10:11 AM
Created on: 06/18/2008 02:48 PM Eastern Time (USA)							
Page 1 of 2							

Pending Approval Report

The J.P. Morgan ACCESS Pending Approval Report provides summary information for funds transfers requiring approval(s).

With this report you can:

- Review funds transfers that have not yet been approved.
- Evaluate total dollars required to send the funds transfers listed.

Funds Transfer Initiation Pending Approval Report As Of: 06/18/2008							
Repetitive Line	Account Number	Trk/ Equiv Curr	Transaction / Equivalent Amount	FX Rate	Value Date	User	Entered/Modified Date & Time
	55555555555	AUD	540.00 0.0	0	01/14/2008	G555555	01/10/2008 03:38 AM
	55555555555	AUD	540.00 0.0	0	01/14/2008	G555555	01/10/2008 03:35 AM
	55555555555	AUD	535.00 0.0	0	01/14/2008	G555555	01/10/2008 03:38 AM
	55555555555	AUD	535.00 0.0	0	01/14/2008	G555555	01/10/2008 03:36 AM
	55555555555	AUD	520.00 0.0	0	01/14/2008	G555555	01/10/2008 03:38 AM
	55555555555	AUD	1,000.00 0.0	0	01/17/2008	G555555	01/17/2008 06:16 AM
	55555555555	AUD	1,000.00 0.0	0	01/18/2008	G555555	01/17/2008 07:15 AM
	55555555555	AUD	200,000.00 0.0	0	01/22/2008	G555555	01/21/2008 03:38 AM
	55555555555	AUD	10,965.00 0.0	0	01/22/2008	G555555	01/21/2008 03:38 AM
	55555555555	AUD	13,455.00 0.0	0	01/22/2008	G555555	01/21/2008 03:38 AM
	55555555555	AUD	11,000.00 0.0	0	01/22/2008	G555555	01/21/2008 03:38 AM
	55555555555	AUD	10,436.10 0.0	0	01/22/2008	G555555	01/21/2008 03:38 AM
	55555555555	AUD	3,864.00 0.0	0	01/22/2008	G555555	01/21/2008 03:38 AM
	55555555555	AUD	2,315.50 0.0	0	01/22/2008	G555555	01/21/2008 03:38 AM

Created on: 06/18/2008 02:56 PM XRP4CP Time (055) Page 1 of 151

Pending Release Report

The J.P. Morgan ACCESS Pending Release Report provides summary information for funds transfers approved and waiting to be released.

With this report you can:

- Review funds transfers that have been approved.
- Determine the total dollar value for funds transfers to be released.

Funds Transfer Initiation Pending Release Report As Of: 06/18/2008							
Repetitive Line	Account Number	Trx/ Equiv Curr	Transaction / Equivalent Amount	FX Rate	Value Date	User	Date & Time
	123456789	AUD USD	2,300.00 2,228.39	0.9693	08/18/2008	G555555 G555555	08/18/2008 10:07 AM 08/18/2008 10:12 AM
TOTALS:							
1 Transaction		AUD	2,300.00				
	987654321	BGN AUD	10.00 0.00	0	11/01/2007	G555555 G555555	11/01/2007 12:08 PM 11/01/2007 12:08 PM
TOTALS:							
1 Transaction		BGN	10.00				
	876543210	EUR USD	0.00 333,333,333.00	0	01/10/2008	G555555 G555555	01/08/2008 11:12 AM 01/08/2008 11:23 AM
	1234567890	EUR AUD	345,000.00 0.00	0	05/20/2008	G555555 G555555	05/18/2008 04:42 AM 05/18/2008 05:10 AM
	987654321	EUR USD	4,500.00 0.00	0	01/02/2008	G555555 G555555	01/02/2008 11:31 AM 01/11/2008 04:43 AM
TOTALS:							
3 Transactions		EUR	349,500.00				
	800000002	FJD USD	164.00 0.00	0	11/01/2007	G555555 G555555	11/01/2007 12:58 PM 11/01/2007 01:01 PM
TOTALS:							
1 Transaction		FJD	164.00				
	1234567890	JPY USD	2,222 0.00	0	01/22/2008	G7437765 G7437765	01/17/2008 01:27 PM 01/17/2008 01:28 PM
TOTALS:							
1 Transaction		JPY	2,222				
	9876543210	MYR	10,000.50 0.00	0	01/16/2008	G7230346 G7230346	01/16/2008 02:23 AM 01/16/2008 02:31 AM
TOTALS:							
1 Transaction		MYR	10,000.50				

Created on 06/18/2008 09:20 PM Eastern Time (USA)

Page 1 of 2

Transaction Detail Report

The J.P. Morgan ACCESS Transaction Detail Report provides comprehensive information on each funds transfer.

With this report you can:

- Review complete details for current day and historical funds transfers.
- Check approval and confirmation status for individual funds transfers.
- For FX Transactions: View the FX rate.
- For Checks/Drafts: View the serial number.

Funds Transfer Initiation Transaction Detail Report By Last Entry Date, Status, and Amount 06/02/2008 - 07/01/2008	
Bank ID: 12345678	Account: USD 123412341234 Acct Name: PAYMENT ACCT 1
Tran Type: PAYMENT Drawdown Int: 5555555 Customer Line: 5555555 Tran ID: 9999999	Confirmation No: 000000001 Bank Line: 987654321 Semi-Rep: N Clearing Ref: Pending
Payment Amount: USD 25.11	Pay Method: FED Status: Released Value Date: 03/28/2008
Cust Ref: Bene Ref:	Beneficiary is a Bank: No Debit Bank Chgs:
By Order: Name: Address:	Ultimate Bene: 33333333 Name: ABC SYSTEMS Address: 1234 BOULEVARD DRIVE RAPID CITY SD 57703
Bene Bank: 2222222 Name: ABC BANK Address: 100 MAIN STREET ANYTOWN, USA	Intermediary: Name: Address:
Bank Info:	Payment Detail:
	Last Entered By: U123456 Last Entered On: 06/08/2008 11:45 AM ET
	Last Approved By: P1234567 Last Approved On: 06/09/2008 12:11 PM ET
	Released By: P1234567 Released On: 06/09/2008 12:12 PM ET

Daily Totals Report

The J.P. Morgan ACCESS Daily Totals Report provides the most recent daily totals by operation and transaction type. The report is used for auditing purposes.

Notes:

- The report displays daily totals only for users assigned to a Transaction Limit profile through Funds Transfer Administration. A limit is a restriction on the type of action(s) a user can perform in the application. For example, a user may be able to input payments only up to \$500,000.
- Only operations with limits appear on the report. The report does not show daily totals for users who have unlimited entitlements in Funds Transfer Initiation.

Funds Transfer Initiation Daily Totals Report By Transaction Type and Operation for XX/Mar/XXXX	
Customer ID: IBSCB	Date Of Action: XX/Mar/XXXX - GMT-05:00
User: A1Z14587	
Operation	Free-Item Total:
Depos	100.00 USD

Drafts Paid Report

The J.P. Morgan ACCESS Drafts Paid Report provides details about the drafts released by the Bank on your behalf.

The report is sorted by currency.

It is available only to users entitled to Foreign Exchange on J.P. Morgan ACCESS.

Funds Transfer Initiation Drafts Paid Report By Currency for 06/02/2008 - 07/01/2008					
Currency	AUD				
Serial Number	Issuance Date	Presented Date	Beneficiary	Amount	Status
	06/24/2008		555555555555555555 ABC SYSTEMS NA	100.00 AUD	Entered
Subtotal by Currency:				100.00 AUD	
Currency	CAD				
Serial Number	Issuance Date	Presented Date	Beneficiary	Amount	Status
	06/24/2008		ABC SYSTEMS NA	100.00 CAD	Entered
Subtotal by Currency:				100.00 CAD	

Contract Report

The J.P. Morgan ACCESS Contract Report provides the details of trades you have made and confirmed.

The report is sorted by:

- Contract date
- Buy currency
- Sell currency

It is available only to users entitled to Foreign Exchange on J.P. Morgan ACCESS.



Funds Transfer Initiation
 Contract Report
 By Contract Date
 For Value Dates 06/02/2008 - 07/01/2008
 Updated As Of 07/01/2008 17:25 GMT

Contract Date	Rate	CCN	Contracted By	Contract Number	Buy Amount	Sell Amount
06/24/2008	1.9714	123456789012345	Q0001996	6544321	205.00 GBP	995.56 USD

Contract Date	Rate	CCN	Contracted By	Contract Number	Buy Amount	Sell Amount
06/26/2008	1.5393	123456789012345	Q0001996	6544321	500,000.00 EUR	779,750.00 USD

Contract Date	Rate	CCN	Contracted By	Contract Number	Buy Amount	Sell Amount
06/26/2008	1.9704	123456789012345	Q0001996	6544321	500,000.00 GBP	985,200.00 USD

Note: Report excludes cancelled contracts

Held and Cancelled Contracts Report

The J.P. Morgan ACCESS Held and Cancelled Contracts Report lists all held or cancelled contracts for the selected date range and the associated payments. It provides

information that can be used in the event you fail to fund your account and the contract and associated payments are cancelled.

It is available only to users entitled to Foreign Exchange on J.P. Morgan ACCESS.

Funds Transfer Initiation Held and Cancelled Contracts Report For Contracts created between 06/01/2008 and 07/01/2008				
Contract Debit				
Account :	5555555555	Contract Status :	HELD	
Contract Number :	22222222	Buy Amount :	EUR	500,000.00
Contract Date :	06/24/2008	Rate :	1.5595	USD Per EUR
Value Date :	06/26/2008	Sell Amount :	USD	779,750.00
Contracted By :	05555555			
Contracted On :	06/24/2008 01:11 PM ET			
Associated Payments :				
CCN	Ultimate Beneficiary Name	Ccy	Credit Amount	Value Date
1234567890-1234	NORTHEASTERN FREIGHT	EUR	500,000.00	06/26/2008
Contract Debit				
Account :	23456789	Contract Status :	HELD	
Contract Number :	99785432	Buy Amount :	GBP	500,000.00
Contract Date :	06/24/2008	Rate :	1.9704	USD Per GBP
Value Date :	06/26/2008	Sell Amount :	USD	985,200.00
Contracted By :	05555555			
Contracted On :	06/24/2008 01:25 PM ET			
Associated Payments :				
CCN	Ultimate Beneficiary Name	Ccy	Credit Amount	Value Date
55555555555555	ABC SYSTEMS	GBP	500,000.00	06/26/2008

FX Daily Rate Report

The FX Daily Rates Report provides the fixed daily FX rate.

When you create an Auto FX (FXW) transaction, this is the rate you will receive if you check the "Apply Daily FX Rate" box. This option is available only for transactions under \$100,000.



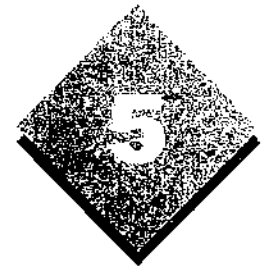
Funds Transfer Initiation
 FX Daily Rate Report
 As Of: 03/23/2009 03:01 PM Eastern Time (USA)

Payment Currency	Debit Currency	FX Rate	Timestamp ET (USA)
AED	USD	3.5623	03/23/2009 04:17 AM
AFN	USD	45.8131	03/23/2009 04:17 AM
ALL	USD	91.5389	03/23/2009 04:17 AM
AMD	USD	355.5050	03/23/2009 04:17 AM
ANG	USD	1.6920	03/23/2009 04:17 AM
AOA	USD	71.2891	03/23/2009 04:17 AM
ARS	USD	3.5424	03/23/2009 04:17 AM
AUD	USD	.7125	03/23/2009 04:17 AM
AZN	USD	.7862	03/23/2009 04:17 AM
BAM	USD	1.3713	03/23/2009 04:17 AM
BDT	USD	65.5817	03/23/2009 04:17 AM
BGN	USD	1.3613	03/23/2009 04:17 AM
BHD	USD	.3656	03/23/2009 04:17 AM
BIF	USD	1,149.9350	03/23/2009 04:17 AM
BMD	USD	.9603	03/23/2009 04:17 AM
BND	USD	1.4414	03/23/2009 04:17 AM
BOB	USD	6.6047	03/23/2009 04:17 AM
BSD	USD	.9699	03/23/2009 04:17 AM
BTN	USD	48.9479	03/23/2009 04:17 AM
BWP	USD	.1344	03/23/2009 04:17 AM
BZD	USD	1.8624	03/23/2009 04:17 AM
CAD	USD	1.1995	03/23/2009 04:17 AM
CHF	USD	1.0889	03/23/2009 04:17 AM
CLP	USD	527.2920	03/23/2009 04:17 AM
CNY	USD	6.4821	03/23/2009 04:17 AM
COP	USD	2,093.3570	03/23/2009 04:17 AM

Notice:

Benchmark prices are indicative only and provided for informational purposes.
 All information is subject to market conditions and may change at any time and without notice.
 Information is not intended as a recommendation nor an offer or solicitation for the purchase or sale of any financial instrument.

Liquidity Reporting



Money Market Activity Report

The J.P. Morgan ACCESS Money Market Activity Report allows you to review fund account investment and redemption activities for the current day or any date range within the past 63 days. For each of your accounts, the report provides opening and closing balances, reference numbers, transaction types, investment transaction amount, Demand Deposit Accounts (DDAs), instrument codes and descriptions.

Notes:

- The report does not include cancelled transactions.
- The report is sorted by Money Market Fund (MMF) account, instrument code and business date.

With this report, you can:

- Review investments and redemptions in a real-time environment.
- Analyze investments and redemptions by fund.
- Access historical information for the current and prior month.

Investment Services				
MONEY MARKET ACTIVITY				
From 02/11/XXXX Through 02/12/XXXX				
Date	Reference #	Transaction Type	Amount	DDA Account #
MM Account #	0801234567	SAMPLE ACCT		
Vendor Name	JPMorgan Funds			
Fund: 241	SAMPLE ACCOUNT			
02/11/XXXX		Opening Balance	\$83,200.00	
02/11/XXXX	0045200042KR	Redemption	(\$83,200.00)	550-333706
02/11/XXXX	0054200042KI	Investment	\$100.00	550-333706
02/12/XXXX		Closing Balance	\$100.00	

Money Market Accruals Report

The J.P. Morgan ACCESS Money Market Accruals Report provides opening month-to-date positions for all of your accounts. Also included are fund account total balances and the month-to-date dividend accruals as per the current business day. The report is sorted by Demand Deposit Account (DDA) and Direct Deposit Fund (DDF) type.

With this report, you can:

- Display fund account totals.
- Review month to date dividend accruals.
- Analyze your current Funds Positions.

Investment Services CURRENT DAY TRANSACTIONS For 02/11/XXXX				
DDA Acct No.	MM Acct No.	DDA Account Name	Instrument Code	Instrument Name
			Trans. Date	Reference #
			Transaction Amount	Maturity Date
001-123456	0001231231	SAMPLE ACCOUNT	240	JPMORGAN PRIME MMF
			02/11/XXXX	0005400042KR
				\$1.00
001-123123	0001231231	SAMPLE ACCOUNT	240	JPMORGAN PRIME MMF
			02/11/XXXX	0005500042KI
				\$1.00
001-999999	0001231231	SAMPLE ACCOUNT	240	JPMORGAN PRIME MMF
			02/11/XXXX	0005700042KR
				\$1.00
001-987999	0001231231	SAMPLE ACCOUNT	240	JPMORGAN PRIME MMF
			02/11/XXXX	0009500042KR
				\$1.00

Money Market Fund Rates Report

The J.P. Morgan ACCESS Money Market Fund Rates Report provides the historic one-day rate based on the previous day's close, the historic seven-day average, and the historic 30-day average rate for all Money Market Funds (MMFs). Also included are the early and late cut-off times.

With this report you can:

- Analyze 1-day, 7-day and 30-day interest rates for each of the funds.
- Review cut-off times for fund investments.

Investment Services MONEY MARKET RATES For 02/01/XXXX					
JPMORGAN FUNDS					
Fund Code	Fund Name	1-Day 02/27/0000	7-Day Avg.	30- Day	Cutoff
825	JPMORGAN PRIME ADM	2.17%	2.23%	2.13%	23:00
836	JPMORGAN FEDERAL MM	2.1%	2.12%	2.12%	23:00
837	JPMORGAN TREASURY PLUS	2.07%	2.10%	2.20%	23:00
840	JPMORGAN TAX FREE	1.88%	1.88%	1.71%	23:00
876	JPMORGAN 100% TREASURY SEC.	1.97%	1.98%	2.09%	23:00
905	JPMORGAN NEW YORK TAX FREE	1.7%	1.81%	1.36%	23:00
902	JPMORGAN TAX FREE	.97%	0.99%	1.12%	23:00
992	JPMORGAN TAX FREE	1.11%	1.15%	1.16%	23:00
999	JPMORGAN CALIFORNIA TAX FREE	.74%	0.74%	1.10%	23:00
220	JPMORGAN U.S. GOVERNMENT SEC.	1.78%	1.85%	1.95%	23:00
222	JPMORGAN U.S. GOVERNMENT SEC	1.92%	1.97%	2.12%	23:00
244	JPMORGAN TAX FREE	1.5%	1.52%	1.63%	23:00
345	JPMORGAN U.S. GOVERNMENT SEC.	2.11%	2.18%	2.30%	23:00
285	JPMORGAN PRIME MM	1.78%	1.82%	1.94%	23:00
349	JPMORGAN PRIME MM	2.11%	2.17%	2.27%	23:00
350	JPMORGAN PRIME MM	1.92%	1.98%	2.08%	23:00
359	JPMORGAN FEDERAL MM	1.6%	1.62%	1.72%	23:00
354	JPMORGAN FEDERAL MM	1.55%	1.57%	1.77%	23:00
Fund Code	Fund Name	1-Day 02/27/0000	7-Day Avg.	30- Day	Cutoff
<p>THE DISTRIBUTOR OF THE JPMORGAN FUNDS IS J.P. MORGAN FUND DISTRIBUTORS, INC WHICH IS NOT AFFILIATED WITH THE JPMORGAN CHASE BANK. THE JPMORGAN CHASE BANK AND ITS AFFILIATES RECEIVE COMPENSATION FROM THE JPMORGAN FUNDS FOR PROVIDING INVESTMENT ADVISORY AND OTHER SERVICES.</p> <p>THE JPMORGAN FUNDS ARE NOT BANK DEPOSITS AND ARE NOT FDIC INSURED, NOR ARE THEY OBLIGATIONS OF OR GUARANTEED BY THE JPMORGAN CHASE BANK OR ITS AFFILIATES. MUTUAL FUNDS INVOLVE RISK, INCLUDING THE POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.</p>					

Current Day Transactions Report

The J.P. Morgan ACCESS Current Day Transactions Report provides current day Money Market Funds (MMFs) and/or Fixed Maturity (FM) investment activities for all of your accounts, including transaction date, maturity date, reference number and dollar amount.

With this report you can:

- Review investments and redemptions for today's funds.
- Analyze your current positions.

Investment Services CURRENT DAY TRANSACTIONS For 02/11/XXXX				
DDA Acct No.	MM Acct No.	DDA Account Name		
Instrument Code		Instrument Name		
Trans. Date	Reference #	Transaction Amount	Maturity Date	
001.123456	0001231231	SAMPLE ACCOUNT		
240	JPMORGAN 100% TREASURY SEC			
02/11/XXXX	000500032XR	\$1.00		
001.123123	0001231231	SAMPLE ACCOUNT		
240	JPMORGAN 100% TREASURY SEC			
02/11/XXXX	000500042XR	\$1.00		
001.989899	0001231231	SAMPLE ACCOUNT		
240	JPMORGAN 100% TREASURY SEC			
02/11/XXXX	000500042XR	\$1.00		
001.987999	0001231231	SAMPLE ACCOUNT		
240	JPMORGAN 100% TREASURY SEC			
02/11/XXXX	000500042XR	\$1.00		

Account Summary Report

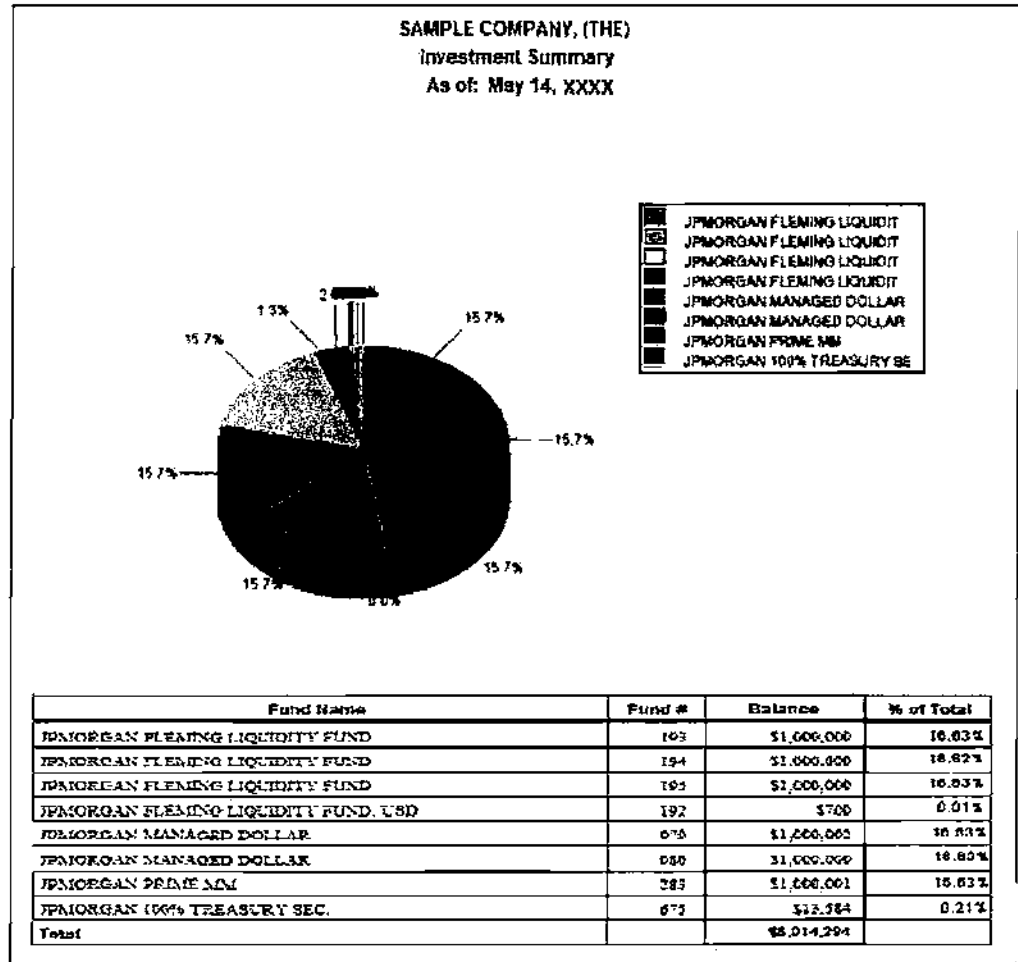
The J.P. Morgan ACCESS Account Summary provides a summary of DDA accounts, money market fund investment accounts and fixed maturity holdings.

This summary is displayed on the screen in the Investment Reporting section.

Liquidity Reporting						
Account Summary						
See Summary: DDA account Money Market Fixed Maturity						
DDA Account Balance Summary						
Account	Name	Class	Current Balance	Investment Balance	Total Balance	Total Assets
00-0000	COMPANY #1	JPMORGAN CHASE NEW YORK	\$99,997.00	\$99,997.00	\$0.00	\$99,997.00
00-99706	COMPANY #2	JPMORGAN CHASE NEW YORK	\$99,996.00	\$99,996.00	\$0.00	\$99,996.00
00-21882	COMPANY #3	JPMORGAN CHASE NEW YORK	\$99,992.00	\$99,992.00	\$0.00	\$99,992.00
00-45930	COMPANY #4	JPMORGAN CHASE NEW YORK	\$1,000,000.00	\$999,999.00	\$0.00	\$999,999.00
Fixed Maturity Holdings Summary						
Type	Trade Date	IP Date	IP to Maturity	Current Amount	Invested Amount	Invested Interest
CD	09/04/XXXX	10/04/XXXX	5.6800	\$101,471.93	\$101,000.00	\$471.93
CP	09/26/XXXX	10/01/XXXX	5.9845	\$30,000.00	\$29,826.46	\$173.54
CP	10/09/XXXX	11/05/XXXX	5.9826	\$25,107.10	\$25,000.00	\$107.10
CD	11/08/XXXX	02/29/XXXX	5.6800	\$100,000.00	\$100,000.00	\$0.00
CD	01/02/XXXX	01/04/XXXX	1.3100	\$201,880.84	\$200,000.00	\$1,880.84
CD	01/02/XXXX	03/04/XXXX	6.1126	\$101,035.76	\$100,000.00	\$1,035.76
CD	02/12/XXXX	05/06/XXXX	5.5500	\$101,279.59	\$100,000.00	\$1,279.59
CP	02/12/XXXX	02/04/XXXX	6.0327	\$53,747.72	\$54,000.00	-\$252.28
CD	02/19/XXXX	03/10/XXXX	1.3100	\$100,430.97	\$100,000.00	\$430.97

Investment Summary Report

The J.P. Morgan ACCESS Investment Summary Report provides a graphic view of all money market fund holdings



Fixed Maturity Activity Report

The J.P. Morgan ACCESS Fixed Maturity Activity Report provides information on investments purchased or maturing on a specific date or date range.

You can use it to review:

- Maturing investments for up to 365 days in the future
- Historical investment information up to 63 days in the past

For each Demand Deposit Account (DDA), the report provides reference number, purchase/maturity date, rate/yield, principal/interest dollar amount and maturity dollar amount. It also provides account totals for yield, principal, interest and maturity amount.

The report is sorted by DDA and instrument code.

Investment Services				
FIXED MATURITY ACTIVITY				
Maturity Dates From 02/11/XXXX through 04/30/XXXX				
DDA Acct No.		DDA Account Name		
Instrument Name				
Reference #	Maturity Date Purchase Date	Rate Yield	Principal Interest	Maturity Amount
0001-123456 SAMPLE				
CERTIFICATE OF DEPOSIT				
YCD021510001	02-14 XXXX 12-26 XXXX	05.69 05.690	\$100,000.00 5971.11	\$100,5971.11
YCD021710001	03-06 XXXX 06-30 XXXX	05.57 05.570	\$100,000.00 \$2,420.42	\$102,420.42
YCD021536001	04-08 XXXX 11-16 XXXX	05.49 05.490	\$100,000.00 \$1,665.00	\$101,665.00
J.P. MORGAN CHASE & CO. CP				
YCP030100001	03-18 XXXX 02-07 XXXX	05.91 05.9106	\$25,000.00 \$1.2875	\$25,128.75
Totals	Yield	Principal	Interest	Maturity Amount
	5.5524	\$325,000.00	\$5,115.21	\$330,115.21

Fixed Maturity Rates Report

The J.P. Morgan ACCESS Fixed Maturity Rates Report provides the number of days, rates and minimum dollar amount available for investment for Certificates of Deposit, Repurchase Agreements, and commercial papers.

If a short-term instrument is purchased for a time period that falls between intervals, the interest or discount rate of the earlier posted maturity date is the effective rate for the transaction. For example, if quoted rates are for 7 and 14 days, and your investment matures in 10 days, you will get the 7-day rate.

Investment Services FIXED MATURITY RATES For XXXXX/200x								
Min Days	Certificate of Deposit		Repurchase Agreement			JPMorgan Chase & Co. Commercial Paper		
	Min \$	Min \$	Min \$	Min \$	Min \$	Min \$	Min \$	Min \$
	\$100M	\$500M	\$100M	\$1MM	\$5MM	\$25M	\$100M	\$1MM
1			5.00	6.00		5.80	6.00	
7	5.35	6.33	5.00			5.99	6.19	
14	5.35	6.33	5.00			5.99	6.19	
30	5.60	6.40	5.00			5.95	6.05	6.25
60	5.55	6.30	5.00			5.95	6.05	6.25
90	5.40	6.25	5.00			5.85	5.95	6.15
120	5.60	6.18	5.00			5.75	5.85	6.05
150	5.55	6.12	5.00			5.70	5.80	6.00
180	5.60	6.08	5.00			5.60	5.70	5.90
240	5.50	6.02				5.40	5.50	5.70
270	5.45	5.95						

JPMorgan Chase & Co. Commercial Paper is not an obligation of the JPMorgan Chase Bank, N.A. and the issuer is not insured by the FDIC

Disbursement Reporting



Daily Transaction Report

The J.P. Morgan ACCESS Daily Transaction Report displays information detailing all the transactions that took place on a specific date or range of dates for the accounts and action types requested. The report lists this information by account number and time of day.

Disbursement Reporting Daily Transaction Report For: 05/09/XXXX						
Grouped by: Date		= Account	= Time			
Beginning Check Num	Ending Check Num	Action Type	Releasator	Approver	Time	Status
Account Number: 001-123456		Account Title: SAMPLE				
23232	23232	Stop	04001346	G4001346	02:37:09 PM	Successful
Total Transactions for Account Number:			001-123456 : 1			
End of date for date: 05/09/XXXX						
End of Daily Transaction Report						

Reject Report

The J.P. Morgan ACCESS Reject Report displays information detailing all transactions rejected for business logic errors, such as:

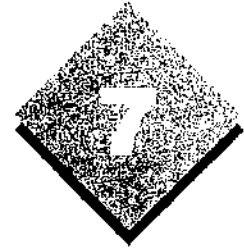
- Attempting to cancel an already canceled item
- Attempting to stop an already stopped check item.

The report does not track system errors; for example, those resulting from communications errors.

With this report, the information is listed by account number, action and time of day.

Disbursement Reporting Reject Report From: 05/09/XXXX				
Grouped by: Date	Account	Action	Time	
Check Number	Requestor	Approver	Transaction Time	Reject Reason
Account Number: 001-123456		Account Title: SAMPLE		
Action: Stop				
15	G4011345	G4001345	05:28:05 PM	ISSTOP
14	G4011345	G4001345	05:28:06 PM	ISSTOP
13	G4011345	G4001345	05:28:06 PM	ISSTOP
Total Rejects for Account Number:			001-123456	: 3
End of data for date: 05/09/XXXX				
End of Reject Report				





Audit Reporting

User Access and Activities Report

The User Access and Activities Report provides a comprehensive history of all application activity that occurs on the ACCESS platform. You may use the Audit Log to review the tasks users perform in order to track accidental or deliberate misuse of the system.

This history is displayed on the screen using the Audit Log function located under the Utilities Tab section.

Audit Log Reporting						
Total Events: 0 Page: 0 of 0 Customer: TRAIRADMIN Operator: All Date: Last Month						
Time	Application	Operator	Category	Key	Description	
11/28/XX 09:52:11 AM EST	WIRE	G0050326	Payment	2295187	Created wire record(2295187)	
11/28/XX 09:52:40 AM EST	WIRE	G1111111	Payment	2295188	Created wire record(2295188)	
11/28/XX 09:53:25 AM EST	WIRE	G0050387	Payment	2295189	Created wire record(2295189)	



IMAGE DIRECT DEPOSIT

Coupon Specifications – Quick Reference Guide

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OCR Coupon Quick Reference Guide

Use this guide when considering current and newly designed coupons.

Document Size

Coupon documents should be at or within the following dimensions

- 3.14 to 9.25" (80 mm to 235 mm) long;
- 2.12 to 4.17" (54 mm to 106 mm) high.

Coupon documents for a particular format should be of a consistent size (see Print Positioning).

Paper Considerations

Coupon documents should be fairly smooth but not glossy. White paper exhibits the best reflectance. Paper weight should be between 16# (60 gr/m²) and 32# (120 gr/m²).

Margins

Left and right margins must be at least 9.53 mm (0.375 in). Top and bottom margins must be at least 6.35 mm (0.250 in).

Font Options

A variety of typefaces and size can be used as long as other OCR requirements are met (e.g., white space, character separation, print / character quality).

OCR-A and OCR-B are industry standards for the OCR line.

OCR Coupon Quick Reference Guide (cont.)

White Space

It is recommended that there be at least 3 mm (0.125 in) and preferably 10 mm (0.4 in) of white surrounding all sides of the target data. More white space may be required when there is more variability in print positioning between coupons.

Print Spacing

The position of the printing on a coupon must be consistent within a coupon format. Specifically, the distance of a target field from the upper right corner of the coupon must be the same from document to document.

Character Spacing

Sufficient character spacing is required to insure good lifts. Cursive / script fonts tend not to lift well because of insufficient character spacing.

Character and Print Quality

Each character must have good quality—with no smudges, voids or irregularities. Print quality should have good and consistent intensity.

Mixed Text and Mixed Case

Text should be all alpha or all numeric when lifting from one field on a coupon. Mixed case alphabetic data is not recommended with all upper case text tending to have the better lift rates than all lower case.



OCR Coupon Quick Reference Guide (cont.)

OCR Line Lift Recommendations

To ensure the greatest lift rate success, it is recommended that any information that needs to be lifted, be lifted from the OCR line. This same principle applies to newly developed coupons. If that data needs to be lifted, it is best to include it in the OCR line.

In addition it is best to insert a space between each OCR line field, this helps to better lift and parse the data.

0000123456 000999856 12356478 12335

Date Fields

Date fields should be formatted as either 6 or 8 numeric digits (with or without the century) with forward slashes or dashes optional as delimiters. It is recommended that alpha numeric dates not be used such

as: January 1, 2007, or Jan 1, 2007.

Amount Fields

Amount fields should be formatted with a decimal point and two decimal positions. Commas are discouraged. Dollar sign (\$) is optional. Amount fields in the OCR line can be lifted but the decimal point will not be properly positioned unless the user enters and then exits the field.

Other

If required, any perforation on the coupon should be placed at the top edge of the coupon to keep the bottom edge smooth and consistent.

Proposal for Banking Services

VILLAGE OF HOFFMAN ESTATES

*Presented by
Georgeanna Mehr*

HOFFMAN ESTATES

COMMUNITY BANK®
A branch of Barrington Bank & Trust Company, N.A.

October, 2011

HOFFMAN ESTATES
COMMUNITY BANK™
A branch of Barrington Bank & Trust Company, N.A.

VIA HAND DELIVERY

October 28, 2011

Mr. Michael DuCharme
Finance Director
Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169

RE: REQUEST FOR PROPOSAL FOR BANKING SERVICES for VILLAGE OF
HOFFMAN ESTATES

Dear Mr. DuCharme:

Enclosed please find Hoffman Estates Community Bank's proposal for banking services and its supplemental financial information. Thank you for the opportunity to review your banking and treasury management needs and to submit this proposal. We are very excited at the possibility of working with the Village for its banking services.

We would like to mention a few highlights that we believe distinguishes Hoffman Estates Community Bank from our competitors and provides substantial benefits to our customers. Unlike most other banks, Hoffman Estates Community Bank truly is a "community bank" focused on the needs of its surrounding communities. We have a local management team and employees who offer the best level of customer service, quick decision-making and are immersed in community involvement in their communities; in addition, our board is comprised of local residents and business owners.

Hoffman Estates Community Bank is part of Wintrust Financial Corporation, a financial services holding company with over \$15 billion in assets and 95 locations in Chicagoland and is one of the fastest growing bank groups in Illinois in terms of assets, revenues, and net income. Wintrust Financial, established in 1996 as a publicly traded company, is now the second largest Illinois-based bank group in the Chicago area and expects to add new banks and branches in high opportunity markets, either on a de novo basis or by acquisition, using its successful formula of empowering local management and stressing community engagement.

We are dedicated to all sectors of the government market; we are active members in the Illinois Government Finance Officers Association, Illinois Association of School Business Officials and the Illinois Park & Recreation Association, and consistently serve and support the needs of the members each represents.



The range of our Government Banking services includes comprehensive banking, depository and treasury management services. We also offer municipal financing, and Wintrust Wealth Management, a subsidiary of Wintrust, can offer a wide range of wealth management services including safekeeping services, capital market investments and public sector pension funds.

We hope that you will be pleased with what you see in this proposal. As you read through the proposal, please keep in mind that we specialize in customizing and tailoring our services to meet the needs of our customers. We understand that future technological enhancements create opportunities for customers like the Village to evaluate current processes; please be assured that Hoffman Estates Community Bank stays on the forefront of new product developments and we can add, change or delete services as your future needs change.

If you are looking for a relationship that provides quality, reliability, and service at a reasonable cost, we are confident that you will agree Hoffman Estates Community Bank will be the best fit for the Village of Hoffman Estates.

Any questions regarding this proposal can be directed to:

Georgeanna Mehr
President
Hoffman Estates Community Bank
1375 Palatine Road
Hoffman Estates, IL 60192
Phone: (847) 842-2630
Email: gmehr@hecommunitybank.com

Brad Stetson
Chief Executive Officer
Barrington Bank & Trust
201 S. Hough Street
Barrington, IL 60010
Phone: (847) 842-4672
Email: bstetson@barringtonbank.com

Thank you again for the opportunity. I look forward to hearing from you soon.

Sincerely,

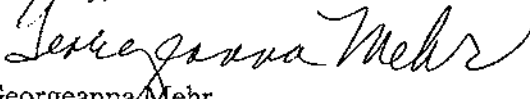

Georgeanna Mehr
President
Hoffman Estates Community Bank

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The enclosed CD includes:

- Quarterly Call Reports
- Annual Audited Financial Statements

**PRINCIPAL OFFICERS, STATEMENT OF STAFF EXPERIENCE,
AND BANK BACKGROUND**

**HOFFMAN ESTATES
COMMUNITY BANK***

A Branch of Barrington Bank & Trust Company, N.A.

Hoffman Estates Community Bank was founded September 13, 2001, with a continuing promise to provide customers with old-fashioned personal service and a broad range of quality financial products. Hoffman Estates Community Bank has locations at 1375 Palatine Road and 2497 West Golf Road. It is a branch of Barrington Bank & Trust Company, NA, which was incorporated in the state of Illinois on December 16, 1996.

Barrington Bank & Trust Company, NA was the fifth bank opened by Wintrust Financial, a financial services holding company incorporated in 1992 with assets in excess of \$15 billion. Wintrust Financial Corporation is comprised of 15 separately chartered community banks with over 100 locations in Chicagoland.

Wintrust is now the second largest Illinois-based bank group headquartered in the Chicago area, and expects to add new banks and branches in high opportunity markets, either on a de novo basis or by acquisition, using its successful formula of empowering local management and stressing community engagement. In addition, Wintrust Wealth Management, a subsidiary of Wintrust, offers a wide range of investment management services including experience in managing municipal, fire and police pension funds.

The Wintrust banks are run by entrepreneurial management teams with the authority to make decisions locally and react to local market competition. There is on-site control over all services and the local leadership determines product, pricing, interest rates, personnel, loan approvals and new locations. As a result, Bank management teams are able to offer superior customer service, customized products, sharper pricing, quicker decisions, and more community involvement and support.

Wintrust Financial Corporation is a financially strong company which continues to grow. Since April 2010, Wintrust Financial has acquired six banks through FDIC assisted transactions. These acquisitions added over \$1.8 billion in deposits to the Wintrust Community Banks. During the same time period, Wintrust Financial also acquired an unaffiliated bank in Naperville and Elgin State Bank, which added an additional \$300 million in assets.

The Wintrust Community Banks have not participated in any formal bank rating process; however, the banks are well above 10%, which is the government definition of a "well-capitalized" institution. In addition, like all bank holding companies, the banks are extensively regulated under federal and state law. As of 6/30/11, Wintrust Financial Corporation had a leverage ratio of 10.3%, a Tier 1 capital to risk-weighted asset ratio of 12.3% and a total capital to risk-weighted asset ratio of 13.5%. The most recent two annual reports for Wintrust Financial are included on the enclosed CD along with the previous two years quarterly call reports for

Barrington Bank & Trust Company, NA (parent company of Hoffman Estates Community Bank).

Hoffman Estates Community Bank is very familiar with and comfortable providing the product and service needs to governmental entities similar in size and complexity to the Village of Hoffman Estates. Our Treasury Management and operations departments are accustomed to providing customized processing based on the individual needs of each of our clients. We offer innovative ideas that truly benefit our customers with products that are every bit as sophisticated as our larger competitors, while providing a higher level of responsive and personalized customer service.

In addition, we have individuals with multiple years of banking and public sector experience dedicated to serving the banking needs of our Government clients. This includes Illinois park districts, school districts, libraries and local municipalities, as well as non-profit organizations.

The principal account officers for the Village of Hoffman Estates would be as follows:

Georgeanna Mehr, President, Hoffman Estates Community Bank

Office Phone: (847) 842-2630

E-mail: gmehr@hecommunitybank.com

Georgeanna started her banking career in 1970 with Cragin Federal Savings. In 1982 Georgeanna joined First Federal Savings of Barrington where she worked until 1999 as the Branch Manager. Since September of 2001 she has developed the two Hoffman Estates locations as leading community banks. Georgeanna has been actively involved in a number of community organizations; she has been a current board member of the Barrington Area United Way since 1993 and a Governing Council member and Quality Council Member of Good Shepherd Hospital since 2001. In addition, she is the Chair of the Friends of HE Parks, the current President of the Hoffman Estates Chamber of Commerce and a member of the Hoffman Estates Economic Development Commission since 2004.

Annalise Smith, Treasury Management Officer, Barrington Bank & Trust

Office Phone: (847) 842-2631

E-mail: asmith@barringtonbank.com

Annalise has been with Barrington Bank and Trust Company, NA since 2009, specializing in Treasury Management solutions for the Bank's commercial and municipal customers. She has completed several cash management education courses, spoken at various small business seminars in Schaumburg, Palatine, and Hoffman Estates, and prides herself on her attention to detail and follow through. Annalise lives locally and is involved within each of our communities.

Aimee Briles, Vice President, Wintrust Financial Corporation, Government Funds

Office Phone: (630) 516-4685

E-mail: abriles@wintrust.com

Aimee joined Wintrust in 2007 and has over eight years of experience in government banking, specializing in the needs of public entities. Aimee has been an active member of the Illinois Government Finance Officers and Illinois School Business Officials Associations, as well as the Illinois Park and Recreation Association for eight years. She presents seminars to the respective members of each several times a year providing information on industry updates, treasury management product enhancements and the current rate environment.

STATEMENT OF COMMUNITY REINVESTMENT AND SUPPORT

The Hoffman Estates Community Bank "community banking" focus and philosophy lends itself to extensive community involvement. Village funds on deposit with the Bank would remain and be re-invested within the communities we service through consumer loans and other banking services. Our most recent CRA rating was "Satisfactory."

It is routine procedure for Hoffman Estates Community Bank to assess the credit and deposit needs in the markets we serve. Senior management regularly meets with humanitarian services officials to find ways to support service and investment programs. We support many organizations that serve the Hoffman Estates area. In addition, we are continuously seeking ways to make more loans within our assessment area. We currently purchase loans in the area if we can connect with individual homeowners on our own and are fully committed to public support and outreach to serve low to moderate income individuals.

The major factors supporting Barrington Bank & Trust Company, NA rating includes:

- The loan-to-deposit ratio is excellent given the Bank's size, financial condition, and assessment area credit needs.
- A majority of loans are in the Bank's assessment area.
- A majority of the loans to businesses are small loans and the overall distribution of loans to businesses of different sizes and borrowers of different incomes is adequate.
- The Bank has invested an adequate amount in qualified community development investments.
- Retail services are readily accessible to individuals of various income levels within the Bank's assessment area.

A partial list of organizations with which Hoffman Estates Community Bank is directly involved on an ongoing basis are the Community Association Institute, Fellowship Housing, Friends of the Hoffman Estates Park District, Hoffman Estates Chamber of Commerce, Hoffman Estates Community Resource Center, WINGS, Hospice of Northeast Illinois, Sears Centre Advisory Commission, the Northwest Housing Partnership and the Harper College Foundation.

III. SCOPE OF SERVICES

A. General

The Village is seeking proposals for banking services of both core services and non-core ancillary services. The preferred arrangement would award a contract for all services to one Bank with a full service branch in Hoffman Estates that offers after hour drop box capabilities. Also, the local branch would need to have safety deposit boxes on-site for remote storage of Village backup data.

Hoffman Estates Community Bank is able to provide both the core and ancillary services requested herein by the Village of Hoffman Estates. Our Treasury Management team will work closely with the Village to provide tailored processing based on the Village's individual needs, while providing an exceptional level of responsive and personalized customer service.

Hoffman Estates Community Bank has locations at 1375 Palatine Road and 2497 West Golf Road. Both locations have after-hours night depository services and safe deposit boxes.

B. Collateralization of Account Balances

All Village funds on deposit in excess of FDIC insurance limits must be secured by some form of collateral, witnessed by a written agreement and held in the name of the Village at an independent third party institution. The amount of collateral provided will not be less than 110% of the fair value of the net amount of public funds being secured. The Village will accept the following assets as collateral:

- **U.S. Government Securities**
- **Obligations of Agencies or Instrumentalities of the U.S. Government**
- **Obligations of any State of the United States, or any municipal or other political subdivision thereof that are rated "AA" or better by a nationally recognized rating service**
- **General Obligation Municipal Bonds rated "A" or better by a nationally recognized rating service**

All Village account balances in excess of those covered by FDIC insurance will be collateralized in accordance with the Village's Investment Policy. Should the need to collateralize balances arrive, Hoffman Estates Community Bank will use Bank of America as escrow agent for pledged funds. The pledged securities will meet the Village's acceptable collateral guidelines and would be in an amount of at least equal to 110% of the funds on deposit.

The Bank will provide a monthly report of pledged collateral which will include the type, amount of collateral, maturity date and cusip number. This report will be provided within the first five (5) business days of each month.

C. Accounts Included

The Village will have ten (10) separate accounts set up, including eight (8) checking accounts. The types of accounts will include the General Fund operating account, payroll and various other accounts. Five (5) of these accounts will be set up as interest bearing checking accounts. The Village will typically maintain a \$2,000,000 balance in the operating account, although this amount is not guaranteed by the Village.

Community Bank of Hoffman Estates will be able to replicate the Village's current account structure as desired including any zero balance accounts. Any non-interest bearing accounts will earn a monthly earnings credit allowance to be utilized to offset the Village's monthly banking service fees. The earnings credit rate (ECR) on this account would be equal to the previous month's Fed Funds rate plus 10 basis points or 1.00%, whichever is higher. Balances in interest bearing accounts will earn interest at a rate of Fed Funds as of the last day of the previous month minus 15 basis points.

Any balances in excess of those required to offset service fees can be swept into an interest bearing MaxSafe Treasury Management account. MaxSafe is an innovative and unmatched investment alternative that provides up to 15 times the FDIC insurance coverage of a typical municipal deposit. Village funds would be spread across the 15 separately chartered, affiliated Wintrust banks, all fifteen of which are fully FDIC insured and deemed "well capitalized" by regulatory agencies. This allows for FDIC coverage of \$250,000 at each of the banks, ultimately providing up to \$3.75 million in FDIC insurance. In addition to providing optimal security for Village funds, the MaxSafe Treasury Management account boasts competitive returns as it eliminates the cost of traditional collateral. The MaxSafe Treasury Management account rate is based on the Fed Funds rate; the current rate is 0.25%. At any time, the Bank can provide a report detailing the breakdown of the amount of funds on deposit at each charter.

D. Bank Statements

The Village will accept monthly bank statements in electronic form or paper form to be received within ten (10) business days after the last day of the month and will include copies of all cleared items.

Banking activity statements for all accounts are generated at month-end and will be delivered to the Village by the fifth business day of the month. Online statements are available the first business day of the month. The Village will have the ability to access up to three months of bank statements, paid items and miscellaneous bank advice tickets through i-Business Banking.

E. Monthly Fees and Charges

The Village currently pays minimal fees. All charges for banking services shall be reported on a monthly account analysis statement along with an invoice and received in electronic form or paper form within ten (10) business days after the last day of the month. The Village will review the charges and process payment with an option to select automatic payment, if desired.

Hoffman Estates Community Bank will guarantee the proposed pricing for the initial three year contract period. The pricing quoted within this proposal is valid for 90 days from its receipt.

An account analysis statement will be mailed to the Village by the 15th business day of the month; the statement will itemize all monthly transactions and related service charges by type and volume. Costs shall reflect those listed on the proposal cost form unless additional services have been requested by the Village and such additional services and costs associated have been agreed upon in writing.

If the Village chooses to pay for services through the "compensating balance" method, any earnings credit allowance will be applied to the total monthly charges to minimize out-of-pocket monthly fees. Any service charges due will be debited from the Village's operating account between the 15th and 17th business day of the month.

F. Automated Clearinghouse

The bank must be both a "sending" and "receiving" bank on the Automated Clearing House (ACH) network to accommodate a payroll direct deposit program and vendor payments, as well as other services. This service shall also include full account blocks and filters to safeguard the Village assets and information. The Village will also be exploring the possibility of implementing a system in which vendors will be paid via ACH, as well as allowing utility billing customers to charge their bill to their credit card on a monthly basis. Please provide the cost for these services.

Hoffman Estates Community Bank is both a "sending" and "receiving" bank for Automated Clearing House (ACH) transactions through the Federal Reserve Bank. As a participating member, we can accept and originate NACHA formatted files for purposes such as direct deposit, cash concentration, disbursement, and collection of resident payments including utility fees. Village residents would also be able to pay their utility bill via credit card. This service is addressed below under J.) Merchant Processing.

Using i-Business Banking, the Village can upload any NACHA formatted file for processing. i-Business Banking also provides the Village the ability to create, review and edit ACH batches using the integrated ACH feature. Our Treasury Management team will work with the Village to obtain and test ACH files. There is no additional monthly charge for ACH origination; transmitted files are \$5.00 and originated items are \$0.08.

Hoffman Estates Community Bank offers **ACH Debit Block and Positive Pay**. Through ACH Positive Pay, the Village will be able to make pay/return decisions on incoming ACH debits. Blocks can be set to prevent future unauthorized ACH debits; the block criteria can be based on SEC codes, dollar amounts or business names. In addition, filters can be established to allow for future authorized debits and can include parameters based upon dollar amount limits and time frame. As with Positive Pay for checks, the Village will have until 11:30 a.m. to provide a decision on incoming ACH debits. The cost for ACH Fraud Prevention Services is \$30.00 per account per month, and \$0.30 per suspect item.

G. Online Banking Services

The Village requires the Bank to provide comprehensive online banking services. These services shall have sufficient security features to ensure the protection of Village assets and information. Please provide a description of online services as well as security features in your proposal. At a minimum, the following online services will be required:

- **Daily balance reporting**
- **Detailed credit and debit postings**
- **Initiation of internal account to account transfers**
- **Initiation of recurring wire transfers and ACH payments**
- **Ability to save recurring wire transfer instructions in reusable templates**
- **Initiation of ACH debit and credit type transactions**
- **Placement of stop payment orders**
- **Ability to view minimum of last six (6) months of statements**
- **Ability to configure user accounts with multi-level security**

Hoffman Estates Community Bank is pleased to offer its clients i-Business Banking. A detailed description of the features and benefits of this service, as well as the security measures utilized to protect the Village are included in Section 3.

H. Transfers Between Accounts

On a regular basis, the Village will make transfers between the various accounts. All transfers will be done electronically via online banking services. In emergency situations, transfers may be initiated via the phone by authorized signers. Credit for any transfers between accounts will be given on the same day as the transfer is made.

Transfers between accounts can be performed by the Village on-line through i-Business Banking; there is no charge for this service. In the case of an emergency, the Village may request a transfer via the telephone. Credit for transfers between accounts will be given on the same day they are initiated, regardless of time.

I. Remote Deposit

The Village currently processes its utility bill remittance payments in-house. It is estimated that the Village processes between 12,000-13,000 checks per month. It is our preference that the Bank will be able to accept electronic files for deposit and the proposal should include the cost of each deposit and the per item charge, if applicable.

Our remote deposit image capture service, i-Business Capture provides you with an easy, fast and convenient way to electronically deliver payments received at the Village to the Bank. Imaging scanners allow you to scan up to 50 checks per minute and transmit the images directly to the bank for deposit into your account. Items may be transmitted up until 5:00pm for same day ledger credit.

To process a deposit through i-Business Capture, the Village would enter a batch total and then scan the checks. Upon completion of scanning your items, you review the deposit to ensure it is balanced. i-Business Capture uses CARLAR (Courtesy Amount Recognition Legal Amount Recognition) technology to read the dollar amount and the legal written amount of each check, with a successful read of the item 75% of the time. Any items unable to be read by CARLAR would be manually entered. Once ensured the batch is in balance, you transmit the deposit to the bank. Costs for i-Business Capture are included on the Cost Proposal Form in Section 8.

J. Credit Card Processing

The Village currently accepts Visa, MasterCard and Discover payments over-the-counter. The estimated annual volume is 4,200 transactions totaling \$375,000. There are a total of four (4) terminals at two (2) separate locations. Please include the cost of new equipment in your proposal, if applicable.

Merchant processing services would be provided by Wintrust's partner, FIS Merchant Services. FIS has been helping businesses accept Visa and MasterCard for more than 35 years; they currently process over \$10 billion and almost 67 million transactions annually. A complete detail of merchant processing services can be found in Section 7.

The Village will be able to accept all major card brands like Visa, MasterCard, Discover Network, American Express, JCB, Diner's Club, Carte Blanch, Wright Express, and Voyager. This includes all forms of Debit, Credit, Rewards, and Business cards. You will have the ability to accept credit cards both over the counter and through online payment portals for payment of any resident fees.

The FIS Relationship Management team is dedicated to supporting and educating its merchant customers, and helps reduce expense, minimize risk, and utilize best practices. All relationship managers are based in Madison, WI, answer the phone quickly, and they remember who you are when you call back. The FIS Relationship Management team is focused on treating our merchant clients with integrity, honesty, and respect. Technical

Support is available to all of our merchants, 24/7/365 by a Tech Support team is based in the US.

FIS would work with the Village to re-program your current terminals, or the Village can purchase or lease terminals from FIS. Cards processed online via a web site will require a secure gateway that is compatible with Vital (e.g. Authorize.net, Pay Flow Pro, Skip Jack). The Village's IT dept will need to secure the website with the gateway and have a privacy policy on the site. FIS will supply a hierarchy file that has the codes, account numbers and phone numbers needed by the gateway.

The Village would be required to complete a PCI Self-Assessment Questionnaire; there are four versions of the questionnaire to account for different merchant environments. The Village would also be required to participate in a quarterly network scan of the Village online payment portal.

K. Safety Deposit Boxes

The Village will have three (3) safety deposit boxes with authorized signers.

Safe Deposit boxes are available for annual rental at each of our Hoffman Estates locations. Fees range from \$30.00 to \$120.00 annually based on box size.

ONLINE BANKING DESCRIPTION

i-Business Banking is an internet based service; a PC and internet connection are the only hardware requirements. i-Business Banking utilizes Security Tokens, a service to protect the Village from fraudulent online activity. The tokens randomly generate a new six-digit code every 30 seconds, which is incorporated into the user log-in information; because your "password" is continually changing, tokens are able to prevent unauthorized users from gaining access to your log-in information. Tokens also help us ensure that only authorized individuals can access financial information online. In addition to requiring a token generated password for initial access to the online system, Hoffman Estates Community Bank requires a second password input prior to the release of any funds via wire transfer or ACH transfer.

i-Business Banking provides the following capabilities required by the Village:

- Access to detailed debit and credit posting (cleared checks, deposits, returned checks, wire transfers in and out, ACH transfers in and out, interest payments)
- Access to paid Check Images – Front and Back
- Downloadable account activity data
- Initiation of transfers between accounts within the Bank
- Initiation of ACH transfers – both debit and credit
- Initiation of Stop Payment orders
- Initiation of Wire Transfers, including the ability to create and access templates for recurring wire transfer transactions
- ACH File Upload
- Transmission of files to/from the Bank for Account Reconciliation & Positive Pay
- Positive Pay Exception viewing
- Multiple Alert Settings including: NSF, low balance, incoming wires & ACH
- Access to detailed reports including: cleared check history, stop payment history, wire transfer history and ACH debit & credit history

i-Business Banking would allow the Village to assign different user entitlements, segregating duties involving monetary transactions and resulting in multi-level security for Village staff.

i-Business Banking also allows the Village to view transactions regarding returned NSF checks, deposits, ACH items and wire transfers. The Village will have online access to at least 90 days of activity and bank statements, as well as images of paid items and miscellaneous bank advice tickets.

Using i-Business Banking, the Village will be able to download data into any CSV format including Excel, or into QuickBooks; this function will assist the Village in the timely reconciliation of its accounts and the detection of any possible fraudulent activity.

A demo of Hoffman Estates Community Bank's i-Business Banking can be found at our website, www.hcommunitybank.com, under Online Services; Business Banking; i-Business Banking Demo.

ADDITIONAL RECOMMENDED SERVICES

CD-ROM Check Imaging

With CD-ROM Check Imaging, the Village will receive digital images of paid items, deposited items and bank statements. The necessary software is included on the CD, and it allows you to search your database by any check number, check amount, or date. In addition, you can instantly print images of your statements, "cut and paste" images of checks into your documents, and enlarge or manipulate the contrast of a check image for clearer viewing. Each CD is able to contain up to 25,000 items. The associated fee is \$25.00 per CD.

Lockbox Services

Wintrust Financial operates a central lockbox processing center for all its banks, including Hoffman Estates Community Bank. The lockbox department is located at 160 Hansen Court in Wood Dale, and processes both wholesale and retail payments, including municipal utility bills.

The Village's payments will be picked up at an established US Post Office Box daily and delivered to the lockbox processing area. The lockbox department will open and sort the payments according to the specification of the Village; checks will be examined for date, signature and payee. All items that are not able to be processed by the lockbox department will be returned to the Village on a daily basis as a batch separate from processed payments.

An electronic file which includes all payments processed will be available to the Village daily online through i-Business Lockbox; this file can then be uploaded directly to the Village's financial software. Our Treasury Management team will work with the Village to obtain and test a Lockbox file format compatible the account receivable software used by the Village. The Village will have online access to images of all check and remittance coupons processed through the lockbox; images are maintained online for 90 days. Hoffman Estates Community Bank can also provide a monthly CD of images of checks and coupons.

In an ongoing effort to provide services that will help streamline the processing of online payments received at the lockbox, Wintrust Financial has developed i-Business Lockbox. Utilizing this system, the Village will be able to upload daily payment files and review images of processed checks and coupons. In addition, the Village will have the ability to make online decisions regarding exception items, including checks received without a corresponding coupon. The Village would access the images of the checks and could then consult your software for the corresponding resident account details. The Village would enter that information into i-Business Lockbox and it would be relayed to the Lockbox department. The corresponding account information would be included in the daily upload file, allowing for same day processing through the lockbox instead of being returned to the Village for manual processing.

Positive Pay Services

Hoffman Estates Community Bank is pleased to offer **Positive Pay Services** in conjunction with Full Account Reconciliation services. The Village would transmit "check issued" files to the bank via i-Business Banking by 5:00 p.m. Each check that is presented for payment against the Village's account(s) will be compared to the issue file that the Village sent to the bank. If a dollar amount or check number differs, the Village will have the ability to view an image of the

item and make a decision whether to pay or return that item via i-Business Banking. If an exception item is not approved by you for payment by 11:30 a.m., the item will be returned. This all but eliminates fraudulent checks from posting to your account and has the added benefit of providing the Village with electronic daily reconciliation of the accounts. Positive Pay Services are integrated with bank teller lines. Wintrust anticipates implementing Payee information to our Positive Pay Services later this year.

i-Business Pay Electronic Collection Services

Hoffman Estates Community Bank offers an electronic Internet collection service called i-Business Pay. You can use i-Business Pay to allow residents of the Village to pay their registration or other fees via electronic check, credit or debit card. You will receive a daily electronic file, with a format determined by the Village that quickly and easily posts to your accounting system allowing you to accurately credit the payment to your resident's account. File retrieval and real-time online reports are available through a secure internet-based web portal.

For residents who prefer alternative methods of access, we also provide an automated voice recognition system, and your authorized phone-accessible customer service representative can initiate a payment from a customer call-in request. We also offer a full online bill presentment option with integrated e-mail notification, enabling you to further reduce costs by eliminating the need to print and mail paper bills for many services.

The fees associated with this auxiliary service would be customized based upon the level of service required.

MaxSafe Municipal Accounts

In addition to the MaxSafe Treasury Management Account, Hoffman Estates Community Bank offers a Money Market account and Certificate of Deposits of varying terms.

PROPOSED SCHEDULE OF IMPLEMENTATION

Please see below for a detailed implementation schedule. Annalise Smith will be the primary contact for the account transition process. Annalise will be responsible for preparing and delivering new account documentation, followed by opening the accounts. Annalise will then coordinate training sessions with the Village employees on the bank systems.

Annalise will provide on-site training to Village employees of i-Business Banking, including wire submission, information reporting, ACH file upload, and positive pay reporting with online exception decisions. In addition, she will train the appropriate employees on remote deposit capture if used. Annalise will be available to offer continued training as needed after the transition and will keep the Village updated on any enhancements to the Bank's systems.

Detailed Implementation Plan

The bank anticipates implementation for the Village to take approximately 4-6 weeks. This timeframe can change if not all services listed below are needed.

New Account Set Up Checklist

	Bank Action	Client Action
BASIC ACCOUNT SET UP	Estimated Time to Complete	Estimated Time to Complete
Provide Summary Account Checklist	2 days	
Provide Account Information Form	2 days	
Submit Summary Account Checklist		1 week
Submit Account Information Form		1 week
Submit Organizational Documents		1 week
Submit Personal ID Documents – all signers		
Provide Account Signature Cards	1 week	
Set up and configure accounts and services	1 week	
Submit Account Signature Cards		1 week
Submit order: www.deluxe.com (800) 335-8931	2 days	
Notify auto-payment counterparties		2 weeks

Treasury Services Set Up Checklist

	Bank Action	Client Action
INTERNET BANKING	Estimated Time to Complete	Estimated Time to Complete
Provide Internet Banking Master Agreement	1 week	
Submit Internet Banking Master Agreement		1 week
Establish Training Date and Service Initiation	2 weeks	

ACH FUNDS TRANSFER SERVICE		
Provide ACH Information Form	1 week	
Submit ACH Information Form		1 week
Approve and Configure ACH Activity	2 weeks	
Provide ACH Agreement	1 week	
Submit ACH Agreement		1 week
Establish Training Date and Service Initiation	2 weeks	
Create Templates: payroll, payments, collections		1 week

	Bank Action	Client Action
REMOTE CAPTURE SERVICE	Estimated Time to Complete	Estimated Time to Complete
Provide Remote Capture Information Form	1 week	
Provide Remote Capture Agreement	1 week	
Submit Capture Information Form		1 week
Submit Remote Capture Agreement		1 week
Set up and configure client computer	2 weeks	
Establish Training Date and Service Initiation	2 weeks	
FILE UPLOAD AND DOWNLOAD CAPABILITY		
Provide File Upload/Download Information Form	1 week	
Provide File Upload/Download Agreement	1 week	
Submit File Upload/Download Information Form		1 week
Submit File Upload/Download Agreement		1 week
Set up and configure service	1 week	
Establish Training Date and Service Initiation	2 weeks	
CD-ROM ACCOUNT SERVICE		
Provide CD-ROM Account Information Form	1 week	
Submit CD-ROM Account Information Form		1 week
Set up and configure CD-ROM Account	1 week	
Establish Training Date and Service Initiation	2 weeks	

CONTACT INFORMATION – TREASURY MANAGEMENT STAFF

Annalise Smith, Treasury Management
 (847) 842-2631
asmith@barringtonbank.com

Sherry Hoover, Treasury Support
 847-939-9051
shoover@wintrust.com

REFERENCES

Village of North Barrington
Kathy Nelander, Village Administrator
847-381-6000

Barrington Park District
Teresa Jennings, Executive Director
847-381-8909

Palatine Library
Joyce Griffin, Business Manager
847-358-5881 x154

Village of South Barrington
Michelle Bodie, Assistant Finance Director
847-381-7510

As previously mentioned, Hoffman Estates Community Bank is very comfortable with providing the product and service needs to local governmental entities like the Village of Hoffman Estates. Hoffman Estates Community Bank has individuals with multiple years of banking and public sector experience, dedicated to serving the banking needs of our local government clients. Our Treasury Management and operations departments specialize in providing customized processing based on the individual needs of each of our clients. We provide a higher level of responsive and personalized customer service than our competitors, while offering innovative ideas and products that truly benefit our customers.

Wintrust has added over 25 government Treasury Management relationships over the past four years; we attribute this success to several factors including:

- Our "community banking" philosophy; we actively support the communities we serve both through volunteer efforts and monetary donations
- Our consistent dedication to the public sector markets; we strongly believe that a local government entity benefits from banking with an organization which keeps its funds local and reinvests those funds in our local communities
- We have dedicated individuals who understand the uniqueness of our public sector clients
- We have created innovative products designed specifically to meet the needs of local governmental entities in our communities which maximize interest earnings and minimize banking fees

Please see below for a list of government clients in the state of Illinois for which the Wintrust family of banks provides banking and Treasury Management services. In addition to those listed, the Wintrust banks provide investment services for many additional government entities.

Addison Township	Village of Frankfort
Antioch School District 117	Village of Glen Ellyn
Antioch Township	Village of Gurnee
Arlington Heights Park District	Village of Kenilworth
Barrington Countryside Fire Protection District	Village of Lombard
Barrington Park District	Village of Northbrook
Bloomington Fire Protection District	Village of Northfield
Chicago Executive Airport	Village of Skokie
City of Highwood	Village of Skokie Fire Pension
City of Lake Forest	Village of Skokie Police Pension
City of McHenry	Village of Tower Lakes
City of Prospect Heights	Village of Wauconda
Community Consolidated High School Dist. 89	Village of Western Springs
Community Unit School District 200	Village of Willowbrook
Community Unit School District 201	Village of Wilmette
Cook Memorial Library District	Wauconda Community School District
Countryside Fire Protection District	Wheaton Park District
Crystal Lake School District 47	Wheeling Park District
Cuba Township	Wheeling Township
Diamond Lake School District	Wilmette Public Library
Frankfort Fire Protection District	Wilmette School District 39
Frankfort School District 157C	
Glen Ellyn Public Library	
Glenbard High School District 87	
Grass Lake School District	
Grayslake Community High School District 127	
Lake Bluff Park District	
Lake Bluff School District	
Lake Forest School District 67	
Lake in the Hills Sanitary District	
Lake Villa Township	
Libertyville Community High School Dist. 128	
Maercker School District	
McHenry Community College	
Mundelein Park & Recreation District	
Northbrook Public Library	
Northfield Township School Treasurer	
Northwest Water Commission	
Oak Grove School District	
Queen Bee School District 16	
Roundout Elementary School District 72	
Vernon Hills Park District	
Village of Antioch	
Village of Buffalo Grove	
Village of Clarendon Hills	
Village of Elk Grove	

CONCLUDING REMARKS

We would like to highlight a few points of value that we believe sets Hoffman Estates Community Bank apart from our competitors:

Our recommended account structure will maximize potential interest earnings

- We offer you an earnings credit rate higher than that in typical non-profit checking accounts, enhancing the ability of account balances to offset monthly service charges.
- Our innovative MaxSafe Treasury Management Account ensures that any idle funds will be invested at a rate higher than your typical LGIP's and other overnight investment vehicles.

You receive faster decisions and issue resolutions

- Local management allows us to offer superior customer service and on site control over all services, products and rates.
- Every phone call will be answered by one of our staff and not an automated system; you will have access to Georgeanna Mehr, Annalise Smith, and Aimee Briles.

We enhance the communities we serve

- We actively support many community organizations; Georgeanna Mehr has been involved in the Hoffman Estates community for many years, through her involvement with and support of several not-for-profit organizations.
- The Board of Directors is comprised of local business owners who meet monthly to make future decisions that benefit the communities we serve.

We customize your Treasury Management services

- We take a consultative approach to your account relationship and customize your Treasury Management Services to meet the Village's needs.
- We work closely with you, especially during the critical implementation stage to assure that the products and services are modified according to your needs.

We provide you a stable deposit platform

- We are the second largest bank group headquartered in the Chicago area with over \$15 billion in assets and over 100 local banking locations.
- Wintrust Financial has been profitable every quarter since its inception.

We provide you Local Government expertise

- We have created innovative products designed specifically to meet the needs of local governmental entities in our communities.
- We have Treasury Management professionals who are dedicated to our public sector clients.

As previously mentioned, Hoffman Estates Community Bank is a locally managed and customer-focused community bank. We offer innovative ideas that truly benefit our customers with products that are as sophisticated as our competitors, while providing a higher level of responsive and personalized customer service. If you are looking for a relationship that provides quality, reliability, and service at a reasonable cost, we are confident that you will find that Hoffman Estates Community Bank can best meet the needs of the Village of Hoffman Estates.

VILLAGE OF HOFFMAN ESTATES BANKING SERVICES PROPOSAL FORM

BANK: Hoffman Estates Community Bank

Bank Services	Estimated Annual Volume	Charge Per Item	Annual Service Charge
<i>Depository Services:</i>			
Account Maintenance (10 accounts)	120	12.00	\$1,440.00
Checks Cut	6,900	0.08	\$552.00
Deposit Slips Processed	364	0.50	\$182.00
Items Deposited	1,900	0.08	\$152.00
FDIC Assessment Fee (10 Accounts)	\$2,000,000	15%	\$3,057.53
Wire Transfers, Incoming	84	8.00	\$672.00
Wire Transfers, Outgoing	120	8.00	\$960.00
Notification of Wire (emails)		No Charge	No Charge
Transfers between Accounts	55	No Charge	No Charge
ACH, In	1,050	0.08	\$84.00
ACH, Out	170	0.08	\$13.60
ACH Origination (File Transmission)	36	5.00	\$180.00
ACH Returned	18	4.50	\$81.00
Notification of ACH, Incoming (email) ⁽¹⁾		No Charge	No Charge
Stop Payments (Online)	10	10.00	\$100.00
Chargeback	70	4.50	\$315.00
Online Check/Deposit Archiving ⁽²⁾ - (i- Business Banking Monthly Maintenance)	12	60.00	\$720.00
<i>Remote Deposit:</i>			
Deposit Transmissions	253	0.50	\$126.50
Number of Transactions	144,000	0.08	\$11,520.00
File Storage/Viewing Capabilities		No Charge	No Charge
Monthly Maintenance Fee ⁽³⁾	12	135.00	\$1,620.00
<i>Credit Card Processing:</i>			
Number of Transactions	4,200	0.08	\$336.00
Amount of Transactions	\$375,000	.10% bps	\$375.00
Average Amount per Transaction	\$89.29		
Cost per Deposit	Not disclosed	0.08	
Interchange Rate ⁽⁴⁾		Pass through interchange	
Account Maintenance	12 months	\$10.00	\$120.00
Equipment Fees	Purchase price	\$375.00 each	
	Lease to own	\$32.00 m/24 m	
	Reprogram existing	0.00	
Total Cost for Proposed Service ⁽⁴⁾			\$22,606.63
Average Monthly Cost (Total ÷ 12) ⁽⁵⁾			\$1,883.89

**VILLAGE OF HOFFMAN ESTATES BANKING SERVICES
PROPOSAL FORM - NOTES TO PRICING**

BANK: Hoffman Estates Community Bank

(1) Using our customized alerts feature, the Village can set up alerts to be notified when an ACH credit or debit is presented against your accounts. Notifies you if a specific credit transaction with a specific amount posts, based on the previous day's transactions. You will receive an alert for every transaction that matches the criteria.

(2) Ninety days of account transaction history and images are included in the \$60.00 monthly maintenance for i-Business Banking.

If desired, Hoffman Estates Community Bank can provide extended online history up to 18 months. The charge for the extended history is \$10.00 per month. As mentioned in the additional services, the Village can also receive CD at the end of each month with images of paid items and deposited checks; the CD will also include digital images of your bank statements and deposit tickets.

(3) Our remote deposit capture monthly maintenance fee includes the rental of the scanner. Should the Village already own a compatible scanner, then the monthly maintenance fee would be \$40 per month (includes all accounts).

(4) Total cost for proposed services does not include interchange fees as those levels were not provided. Fees will be assessed at interchange rate plus 10 basis points.

(5) Average monthly cost does not account for Earnings Credit Rate Allowance (ECR). With an estimated balance of \$2,000,000, at 1% ECR, the Village would receive a credit of \$1,528.77 to offset service charges. Thus, your estimated monthly net charge to your account would be \$355.12.

**VILLAGE OF HOFFMAN ESTATES BANKING SERVICES
PROPOSAL FORM – OPTIONAL SERVICES**

BANK: Hoffman Estates Community Bank

Bank Services	Charge Per Item	Annual Service Charge
ACH Positive Pay/Debit Block	\$30 per account	\$3,600.00
ACH Pos Pay Suspect Item	\$0.30	
MaxSafe Sweep	No Charge	No Charge
Lockbox Maintenance Fee	\$75.00	\$900.00
Lockbox per item Processed	\$0.24	\$34,560.00
Lockbox Online Reporting	\$40.00	\$480.00
CD Rom Check Imaging Service	\$25.00/month	\$300.00
i-Business Banking Extended History	\$10.00/month	\$120.00
Manual Stop Payment	\$34.00	
Manual Outgoing Wire Transfer	\$20.00	
ACH Originated Items	\$0.08	

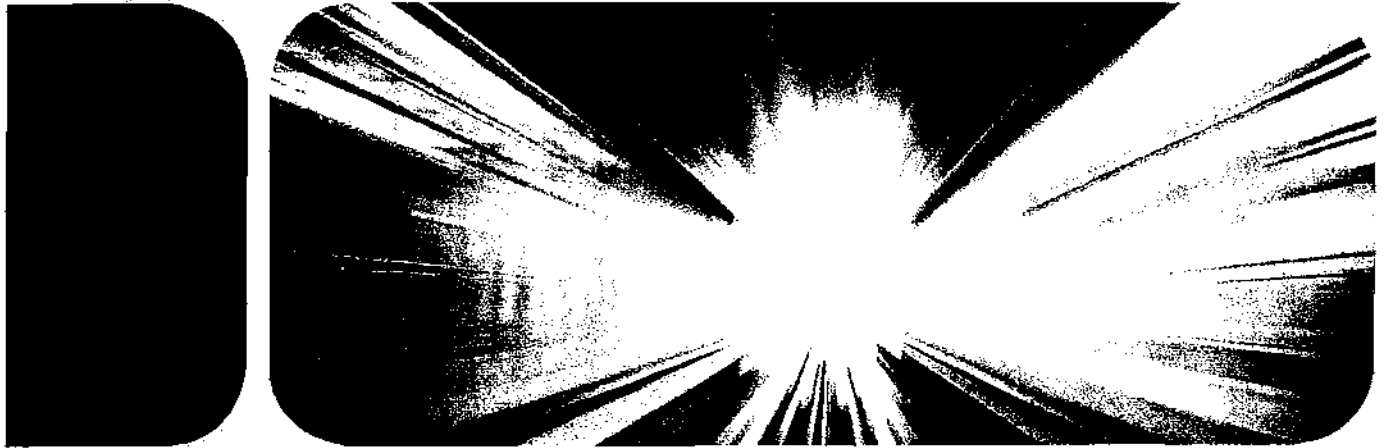
Total Cost for Proposed Optional Services \$39,960.00

Average Monthly Cost of Optional Services (Total ÷ 12) \$3,330.00

**VILLAGE OF HOFFMAN ESTATES
Proposal Exception Form**

The Bank wishes to take exception to the following items:

<u>Page #</u>	<u>Item</u>	<u>Estimate Costs</u>
6	An account analysis statement will be mailed to the Village by the 15 th business day of the month.	
6	Any monthly Treasury Management service charges due will be debited from the Village's operating account between the 15 th and 17 th business day of the month in lieu of the Village receiving a monthly invoice.	



FIS Merchant Services Proposal For Village of Hoffman Estates

October 27, 2011

www.fisglobal.com





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FIS

CONTACT INFORMATION

Listed below is contact information for the various areas in FIS Merchant Processing. Please feel free to contact the program manager if you have any questions about this document or any other details related to this offering.

MERCHANT SALES REPRESENTATIVE

Beth Wagner

Merchant Sales Representative
FIS Retail Payment Solutions
847-754-9406 Cell
262-767-2703 Fax
beth.wagner@fisglobal.com

MERCHANT RELATIONSHIP MANAGERS

FIS Merchant Relationship Managers

FIS Retail Payment Solutions
800.552.5828 option 5
414.371.6680 Fax
bcs_merchantrelationship@fisglobal.com

MERCHANT SALES MANAGER

Mark P. Hansen

Merchant Sales Manager
FIS Retail Payment Solutions
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mark.p.hansen@fisglobal.com

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Company Overview

About FIS

FIS (NYSE:FIS) is the leading provider of core processing for financial institutions; card issuer and transaction processing services; and outsourcing services to financial institutions and retailers with annual revenues over \$5 billion. FIS is a member of Standard and Poor's (S&P) 500® Index and supports the success of more than 14,000 financial institutions in more than 90 countries through its global workforce of 25,000 strong.

Advanced information technology-based solutions enable our clients to gain first-mover advantage. As a result, our information technology systems and supporting business processes are at the foundation of some of the world's most successful banks, credit unions, and financial services organizations including:

Processing and technology relationships with 40 of the top 50 global banks, including nine of the top 10.

Services provided to over 57% of credit unions and 56% of community banks in the U.S.

Check authorization programs for 70 of the nation's top 100 retailers.

FIS Advanced Commercial Banking System (ACBS) clients arrange more than 30% of the world's syndicated loans. One million loans are processed daily on ACBS systems.

Global Reach

CORPORATE HEADQUARTERS

601 Riverside Avenue
Jacksonville, Florida 32204.USA
General Information: 904 854 5000
Toll free (U.S. only): 877 482 8786

www.fisglobal.com

Global Scale with Laser Focus

As the number one technology provider to the financial industry in the entire world, we offer local sensibility on a global scale.

Perpetual Partnership

At FIS, it's about more than just building products. It's about partnership. It's about leadership. And it's about helping our clients win. Doing that means not only understanding our clients' business, and offering the highest level of service, but also never assuming that yesterday's win can get us through tomorrow's landscape.

Custom-Integrated Solutions

Absolutely no other company is better equipped as a single solutions provider. From best-in-class core banking products to well-known payments brands like the NYCE Network, the new FIS offers the broadest and deepest range of technology solutions for the financial industry.



OTHER LOCATIONS

FIS owns or leases support centers, data processing facilities and other facilities at over 190 locations worldwide.



Customer Segments / Markets Served

FIS has more than four decades of experience serving the financial services market from de novo institutions to global market leaders. We have earned our reputation as a preferred, single-source provider by enabling clients to improve efficiencies, expand into new markets, and build customer or member loyalty.

Markets served include but are not limited to:

- | | | |
|------------------|-------------------|----------------------|
| Banks | Credit unions | Savings institutions |
| Retail merchants | State governments | Telecom companies |
| Payment networks | Finance companies | Insurance companies |

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FIS Merchant Services

MERCHANT SERVICES

FIS Merchant Services has been helping businesses accept Visa and MasterCard for more than 35 years. As a result, we have the experience, volume, and expertise to help merchants and financial institutions manage their merchant services needs.

CARD PAYMENT ACCEPTANCE

You will be able to accept all major card brands like Visa, MasterCard, Discover Network, American Express, JCB, Diner's Club, Carte Blanch, Wright Express, and Voyager. This includes all forms of Debit, Credit, Rewards, and Business cards.

GIFT CARDS

FIS is the largest provider of gift cards for small to medium-sized merchants in the United States. We work with most equipment and software in the industry.

GIFT CARD STATISTICS

- o Active Merchants 14,000+
- o Merchant locations 36,000+
- o Active terminals 45,000+
- o Cards shipped to date 10 million+
- o Outstanding Card Balances \$223 Million+
- o Portfolio growth 150% annually

TECHNOLOGY

FIS is uniquely positioned to offer the most competitive payment solutions in the industry. Our payment mechanisms can consolidate four different solutions into one, all while maximizing expense reduction for our merchant customers. This provides a worry-free solution for less money.

We are compatible with most e-Commerce payment gateways, POS Systems, card terminals, wireless terminals, and computer-based payment mechanisms.

RELATIONSHIP MANAGEMENT

Our Relationship Management team is dedicated to supporting and educating our merchant customers. They are the experts helping you reduce expense, minimize risk, and utilize best practices.

They are based in Madison, WI answer the phone quickly, and they remember who you are when you call back.

24-HOUR TECH SUPPORT

Technical Support is available to all of our merchants, 24/7/365. Our Tech Support team is based in the US.

Never Compromise.



SALES AND SERVICE PHILOSOPHY

The definition of and adherence to our Sales and Service Philosophies are what separate FIS from our competition.

SALES PHILOSOPHY

Merchant Sales Representatives work with you to identify which solution best meets your needs financially and functionally. We take a consultative approach, illustrating options up-front, with clear, unambiguous comparisons which separate our presentations from our competitors.

SERVICE PHILOSOPHY

Our Relationship Management team is focused on retaining our clients. This means treating our merchant clients with integrity, honesty, and respect. When equipment fails, our team can have you up and running in no-time.

UNDERWRITING POLICY

Our Underwriting Team uses many variables to determine the risk of each account. We work together with you to make this process as quick and efficient as possible.

PRICING

Our pricing schedules are designed to maximize the efficiency of our merchants. The schedules are presented in an easy-to-read format, without fine print or hidden fees. See the next page for an example of the pricing schedule we're offering to you!

DEPOSITS

DEPOSIT TIMING

Card payment deposits are made as quickly as the payment networks allow. That means Visa, MasterCard, and Discover Network sales are in your deposit account in two (2) business-days. Other card brands, such as American Express, set their own deposit time frames.

GROSS DEPOSITS

Our customers appreciate that we make gross-deposits of merchant transaction batches. Gross deposits allow for easier reconciliation, eliminating the headaches that Net-Deposit programs create.

Never Compromise.

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STATEMENTS

EASY TO READ

Our statements are designed to be as transparent as possible for our merchant clients. This helps illustrate our integrity, reliability, and openness. What better way to tell that you picked the right partner?

ON-LINE STATEMENT ACCESS

On-line statements, are a much more effective and secure method for transmitting sensitive information. Our Merchant customers are able to view card payment activity on-line, securely, through our Merchant Business Center. The Merchant Business Center provides daily transaction activity, batch deposit detail, individual transaction information, and monthly statements. Reporting tools are available as well as the ability to export and download information.

Having years of data at their finger tips, you will be able to view and analyze trends. If you need to research historical data, you can easily gather the necessary information through our Merchant Business Center. No more rummaging through file cabinets or calling for copies to be faxed or mailed.

SET-UP TIME FRAMES

Merchant Accounts are often approved the same day the application is submitted, so long as we have all the information we need. That allows us to get your account and equipment set-up with a matter of days. We have the ability to do rush delivery and expedited training. Most merchant accounts, considering shipping time, are live within 3-5 business days.

EXPERTISE AND RELIABILITY

FIS has operated successfully for more than 45 years. We have mastered much of the electronic payment industry and continue to create and develop cutting-edge technology which is utilized world-wide.

Never Compromise.



SCHEDULE A TO MERCHANT REGULATIONS-PRICING

PRICING SCHEDULE

This pricing grid is confidential and is provided for your exclusive review. This information under no circumstances can be disclosed to any competitor of Merchant Services. Merchant Services has the option of reviewing any rate quoted by another party during the course of the signed agreement. Please call 1-800-552-5828 option 5 for further details.

Visa, MasterCard and Discover Pass-Through Rates

Visa/MasterCard/Discover/PIN*	Debit	Credit	Rewards	Commercial
Visa Qualified Card Present	0.95% + \$0.20	1.54% + \$0.10	1.65% + \$0.10	2.10% + \$0.10
MasterCard Qualified Card Present	1.05% + \$0.15	1.58% + \$0.10	1.73% + \$0.10	2.15% + \$0.10
Discover Qualified Card Present	1.02% + \$0.16	1.56% + \$0.10	1.71% + \$0.10	2.30% + \$0.10
Visa Qualified Card Not Present	1.60% + \$0.15	1.80% + \$0.10	1.95% + \$0.10	2.20% + \$0.10
MasterCard Qualified Card Not Present	1.64% + \$0.16	1.89% + \$0.10	2.04% + \$0.10	2.20% + \$0.10
Discover Qualified Card Not Present	1.62% + \$0.16	1.87% + \$0.10	1.97% + \$0.10	2.30% + \$0.10
Mid-Qualified	1.75% + \$0.20	2.30% + \$0.10	2.30% + \$0.10	2.65% + \$0.10
Non-Qualified	1.90% + \$0.25	2.95% + \$0.10	2.95% + \$0.10	2.95% + \$0.10
Visa Assessments	0.1100% + \$0.03		Visa International Assessments	0.95%
MasterCard Assessments	0.1100% + \$0.03		MasterCard Cross Border Fees	0.95%
Discover Assessments	0.1000%		Discover International Fees	0.75%
PIN Debit*	0.90%			

*Networks Include: NYCE, STAR, Pulse, Interlink, Shazam and EBT

Processing Fees

Set-up and Support Fees

Sponsorship Fees	0.15%	Monthly Support Fee	\$10.00
Authorization Fee	\$0.08		
Voice Authorization fee	\$0.95	Annual PCI Compliance Fee	\$65.00
Dial pay fee	\$0.78	Monthly PCI Non-Compliance Fee	\$25.00
Batch Deposit Fee	\$0.10	Merchant Set up fee	waived
Chargeback Fee	\$15.00		
Retrieval Request Fee	\$5.00		

For equipment and supply pricing, refer to the Equipment and Supplies Price List. For information on additional products, please contact Merchant Services at 1-800-552-5828.

PT 04-11

I have read, understand and agree to the Pricing disclosed on Schedule A - which is subject to change

Signature of Owner/Officer #1: _____



HOFFMAN ESTATES

GROWING TO GREATNESS

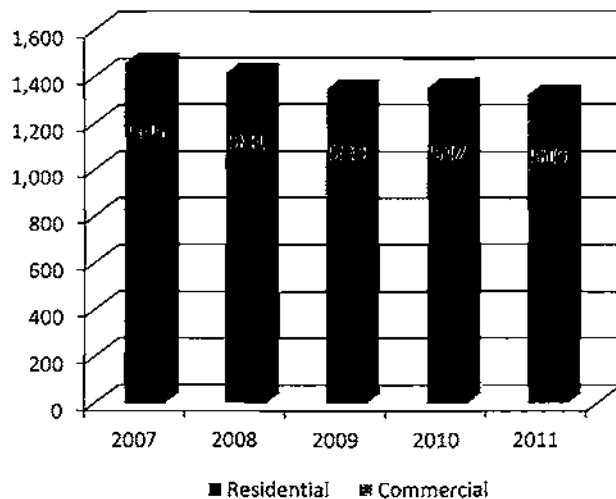
December 5, 2011

DEPARTMENT OF FINANCE MONTHLY REPORT OCTOBER 2011

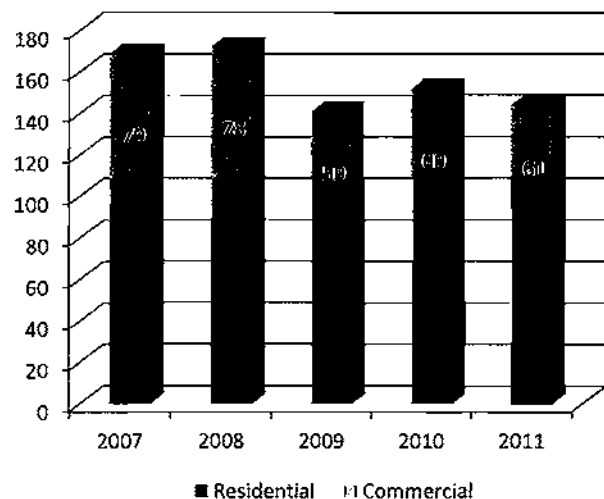
Water Billing

A total of 14,574 residential water bills were mailed on November 1 for September's water consumption. Average consumption was 5,723 gallons, resulting in an average residential water bill of \$37.07. Total consumption for all customers was 144 million gallons, with 83 million gallons attributable to residential consumption. When compared to the November 2010 billing, residential consumption remained relatively the same.

**Total Water Consumption
Year-To-Date Comparison
Month of September**



**Total Water Consumption
Month of September**



1900 Hassell Road
Hoffman Estates, Illinois 60169
www.hoffmanestates.org

Phone: 847-882-9100
Fax: 847-843-4822

William D. McLeod
MAYOR

Jacquelyn Green
TRUSTEE

Gary Stanton
TRUSTEE

Karen V. Mills
TRUSTEE

Anna Newell
TRUSTEE

Bev Romanoff
VILLAGE CLERK

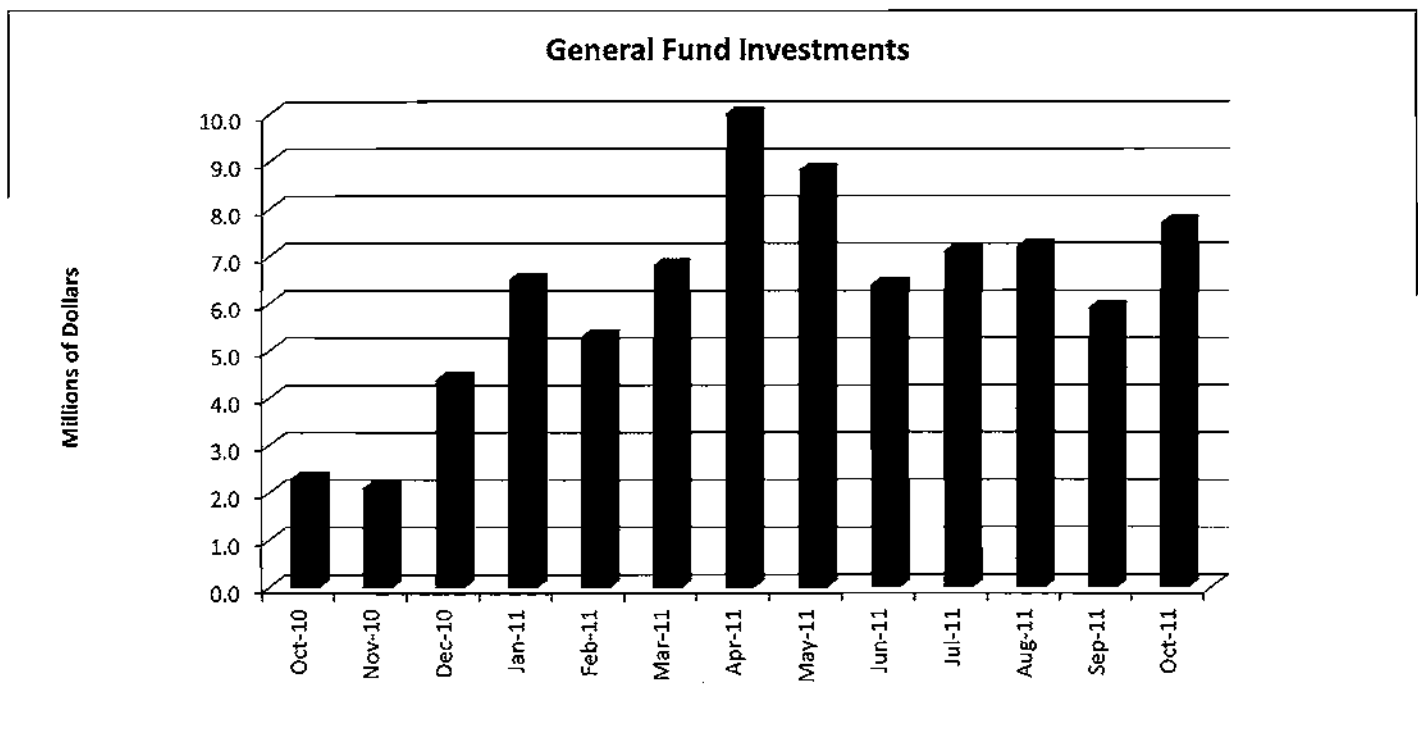
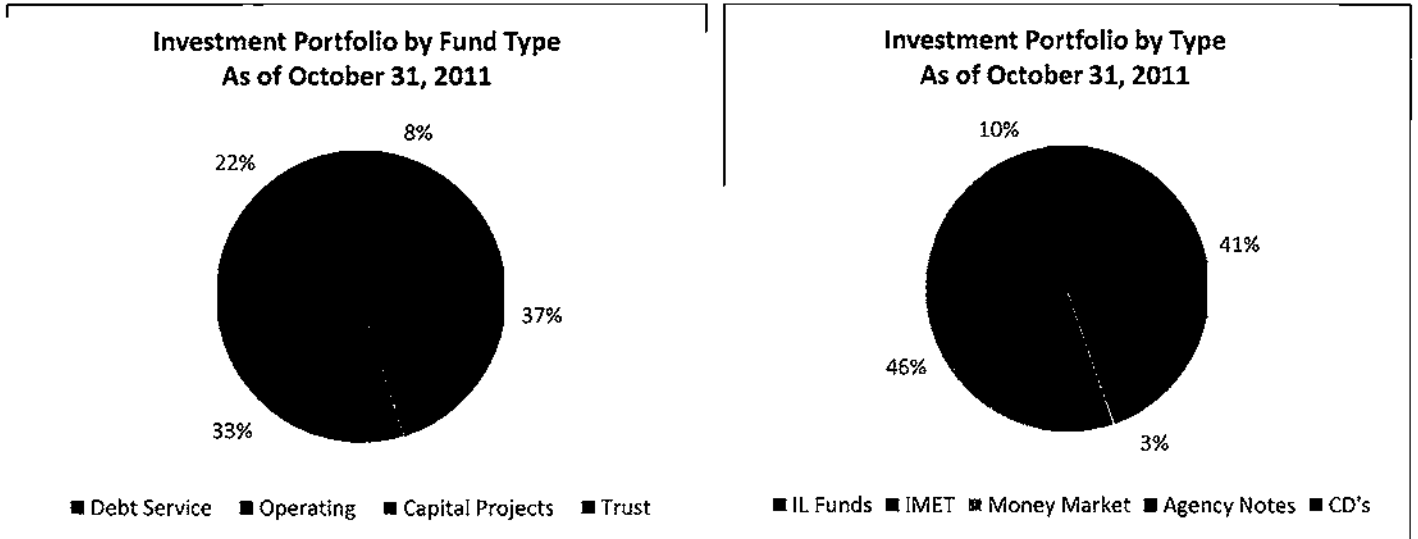
Raymond M. Kincaid
TRUSTEE

Gary J. Pilafas
TRUSTEE

James H. Norris
VILLAGE MANAGER

Investments - Village

As of October 31, 2011, the Village's investment portfolio totaled \$48.3 million. Of this amount, \$17.8 million pertained to the various operating funds. As can be seen in the following graphs, the remaining \$30.5 million is related to debt service, capital projects and trust funds.



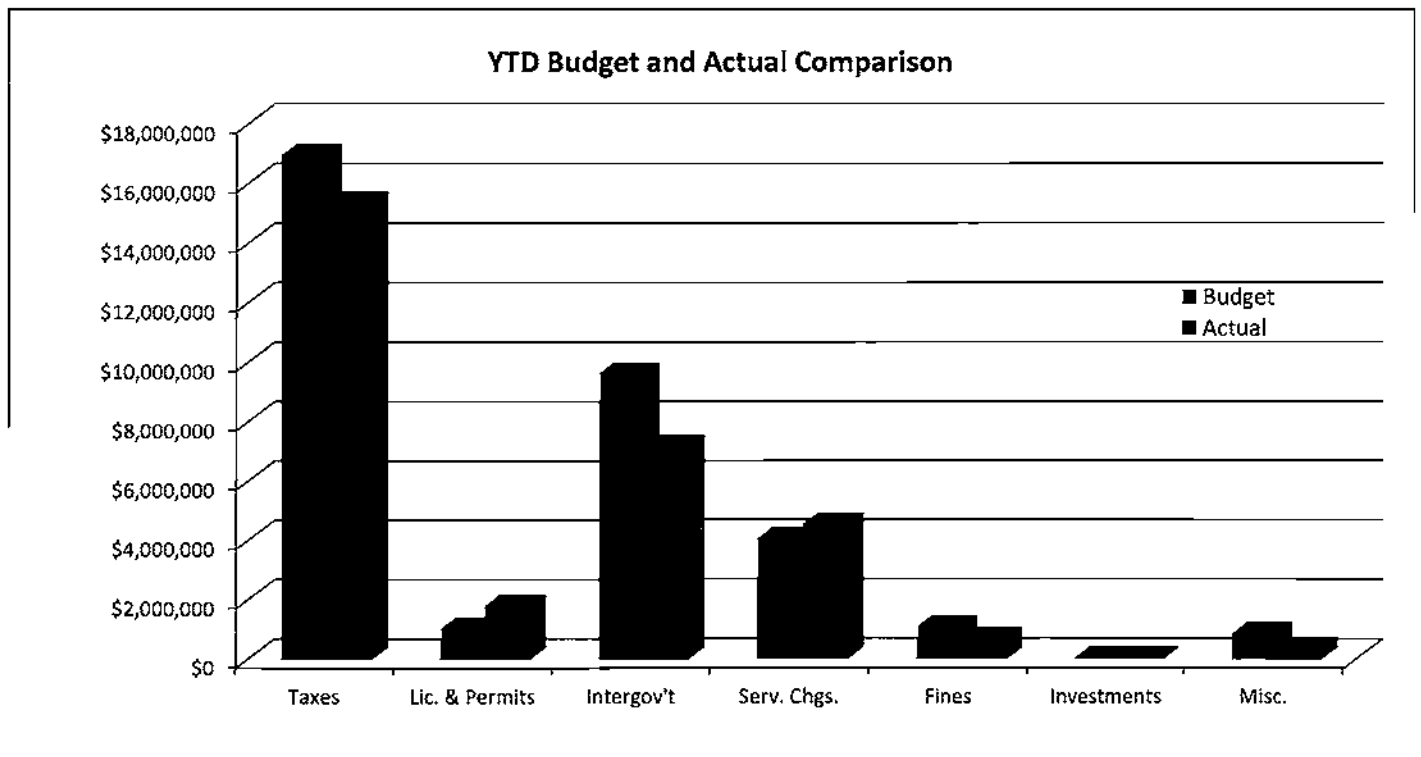
Operating Funds

General Fund

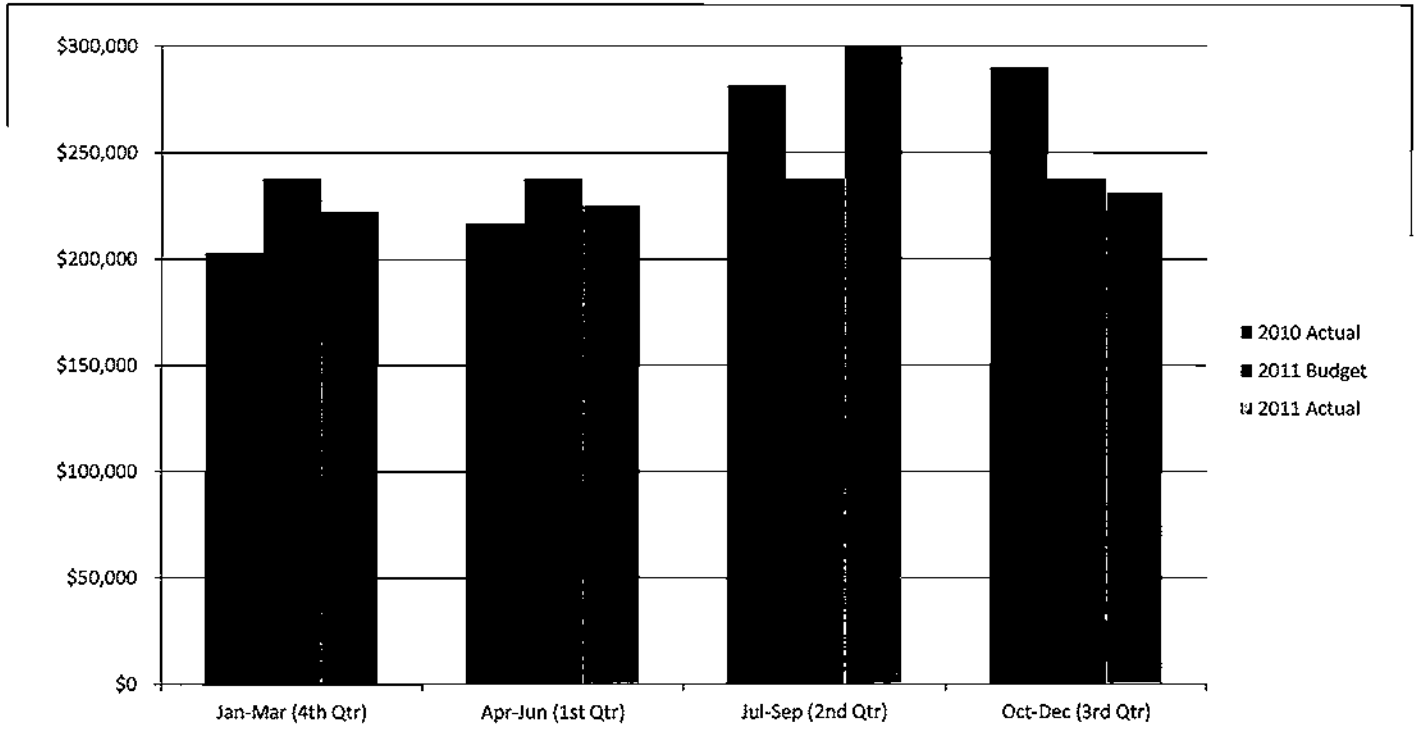
For the month of October, General Fund revenues totaled \$3,698,081 and expenditures totaled \$3,271,605, resulting in a surplus of \$426,476.

Revenues: October year-to-date figures are detailed in the table below.

REVENUES	YEAR-TO-DATE	YEAR-TO-DATE	VARIANCE
	BUDGET	ACTUAL	
Taxes	\$ 16,958,840	\$ 15,337,887	-9.6%
Licenses & Permits	1,015,000	1,794,499	76.8%
Intergovernmental	9,604,767	7,196,106	-25.1%
Charges for Services	4,047,833	4,537,293	12.1%
Fines & Forfeits	1,072,500	647,352	-39.6%
Investments	33,333	8,725	-73.8%
Miscellaneous	837,333	370,548	-55.7%
TOTAL	\$ 33,569,607	\$ 29,892,409	-11.0%

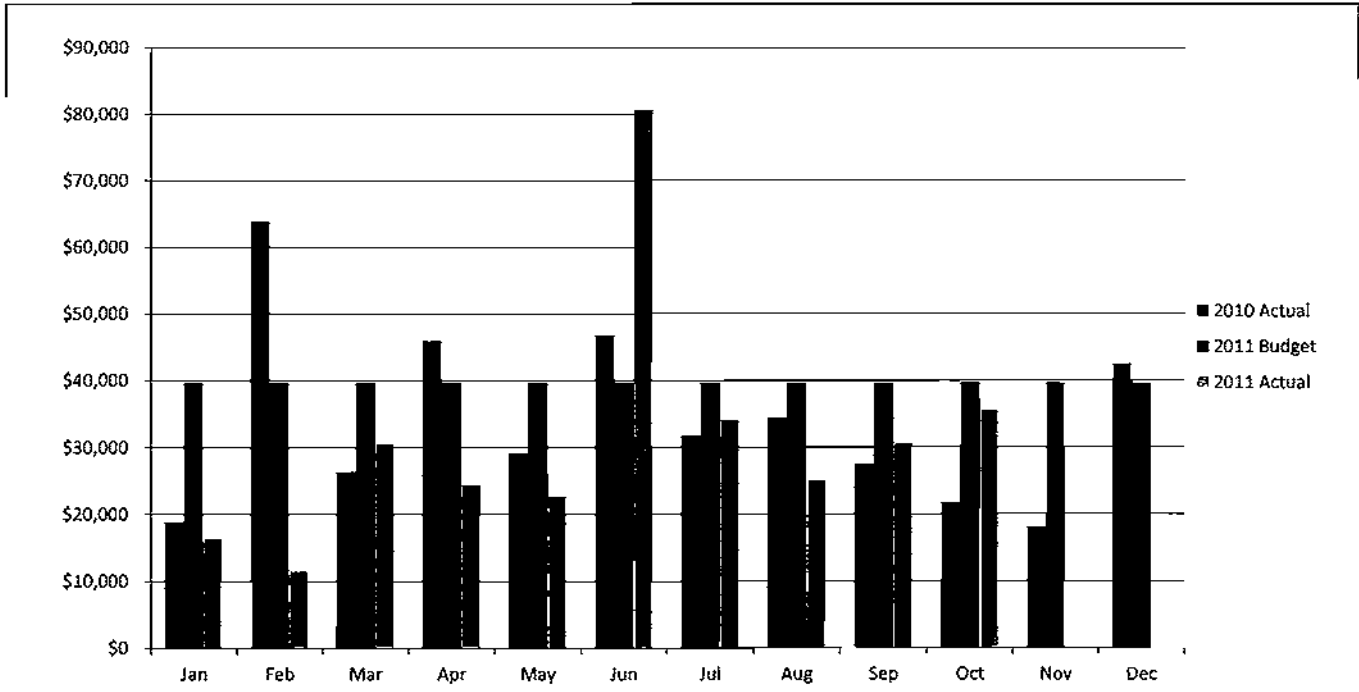


Hotel Tax



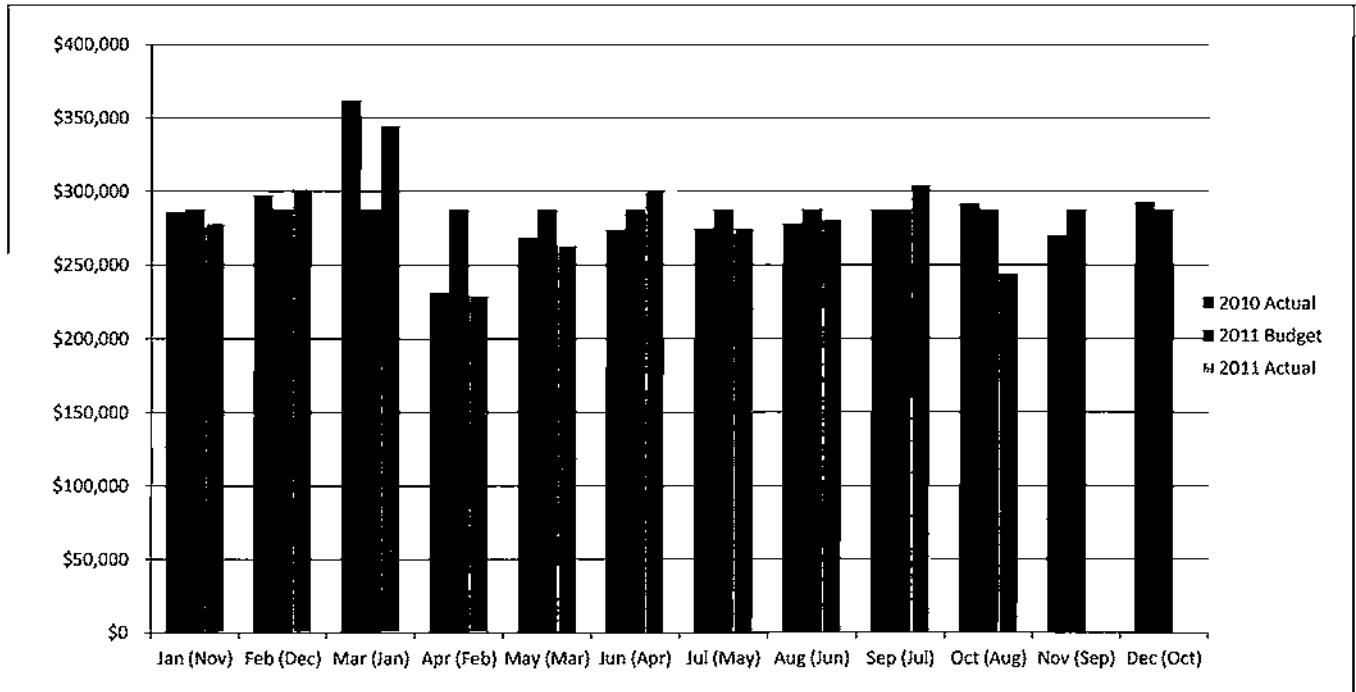
Quarter Received (Liability Period)	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	Cumulative Variance 2011 Actual vs. Budget
Jan-Mar (4th Qtr)	\$ 202,619	\$ 237,500	\$ 222,583	\$ (14,917)
Apr-Jun (1st Qtr)	216,529	237,500	225,361	\$ (27,056)
Jul-Sep (2nd Qtr)	281,062	237,500	301,000	\$ 36,444
Oct-Dec (3rd Qtr)	289,474	237,500	231,143	
YTD Totals	<u>\$ 989,684</u>	<u>\$ 950,000</u>	<u>\$ 980,087</u>	

Real Estate Transfer Tax



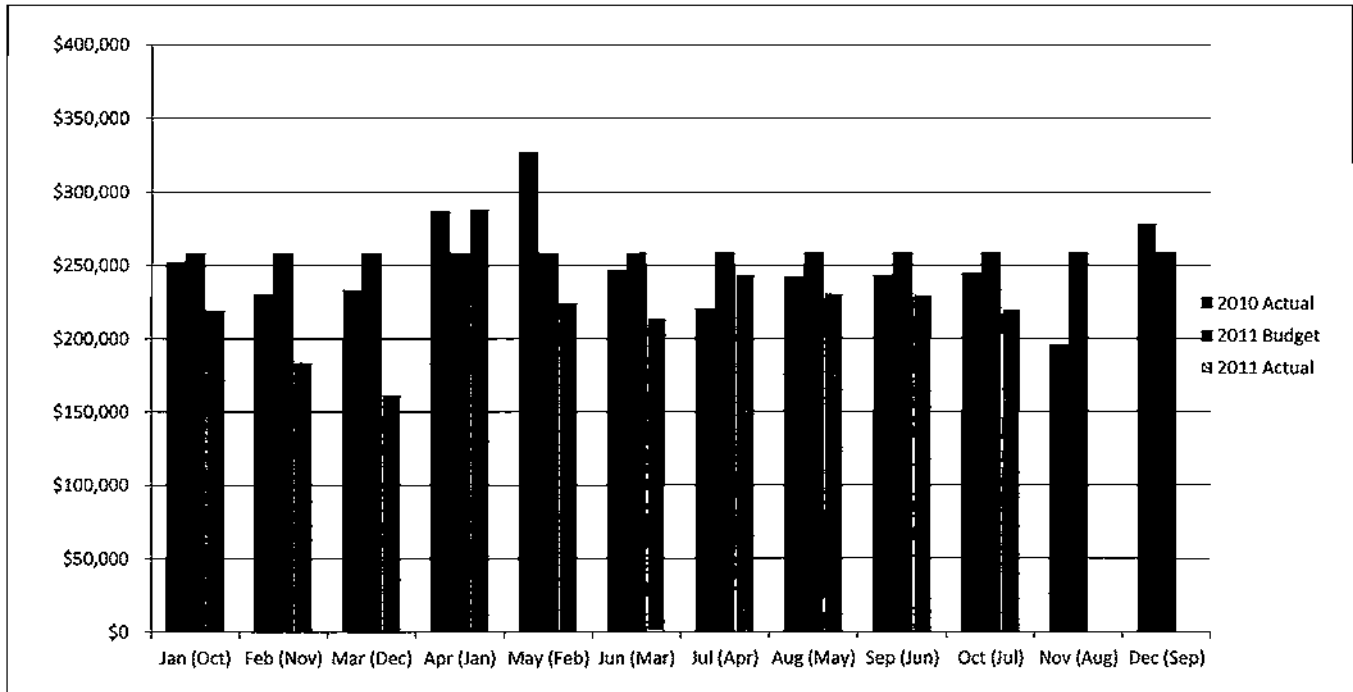
<u>Month Received</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative Variance 2011 Actual vs. Budget</u>
Jan	\$ 18,784	\$ 39,583	\$ 16,278	\$ (23,305)
Feb	63,825	39,583	11,439	(51,450)
Mar	26,289	39,583	30,502	(60,532)
Apr	45,896	39,583	24,316	(75,799)
May	29,151	39,583	22,682	(92,701)
Jun	46,786	39,583	80,624	(51,660)
Jul	31,687	39,583	34,004	(57,239)
Aug	34,315	39,583	25,007	(71,816)
Sep	27,417	39,583	30,607	(80,792)
Oct	21,732	39,583	35,432	(84,944)
Nov	17,993	39,583		
Dec	42,458	39,583		
YTD Totals	\$ 406,331	\$ 475,000	\$ 310,890	

Home Rule Sales Tax



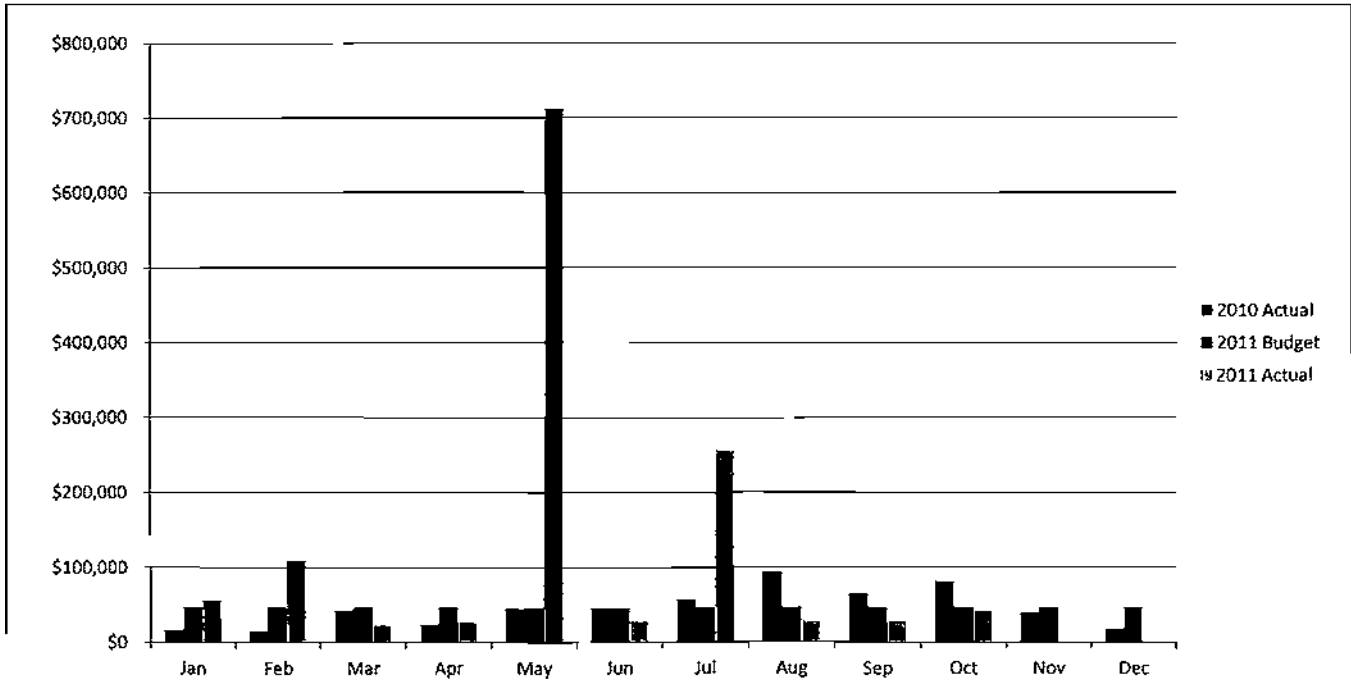
<u>Month Received (Liability Period)</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative Variance 2011 Actual vs. Budget</u>
Jan (Nov)	\$ 285,698	\$ 287,500	\$ 277,562	\$ (9,938)
Feb (Dec)	297,208	287,500	301,088	3,651
Mar (Jan)	361,813	287,500	344,625	60,775
Apr (Feb)	231,066	287,500	228,719	1,994
May (Mar)	268,550	287,500	262,809	(22,696)
Jun (Apr)	273,585	287,500	299,150	(11,046)
Jul (May)	274,366	287,500	274,031	(24,515)
Aug (Jun)	277,551	287,500	280,136	(31,879)
Sep (Jul)	287,434	287,500	304,288	(15,091)
Oct (Aug)	291,181	287,500	243,665	(58,926)
Nov (Sep)	269,544	287,500		
Dec (Oct)	292,375	287,500		
YTD Totals	\$ 3,410,371	\$ 3,450,000	\$ 2,816,074	

Telecommunications Tax



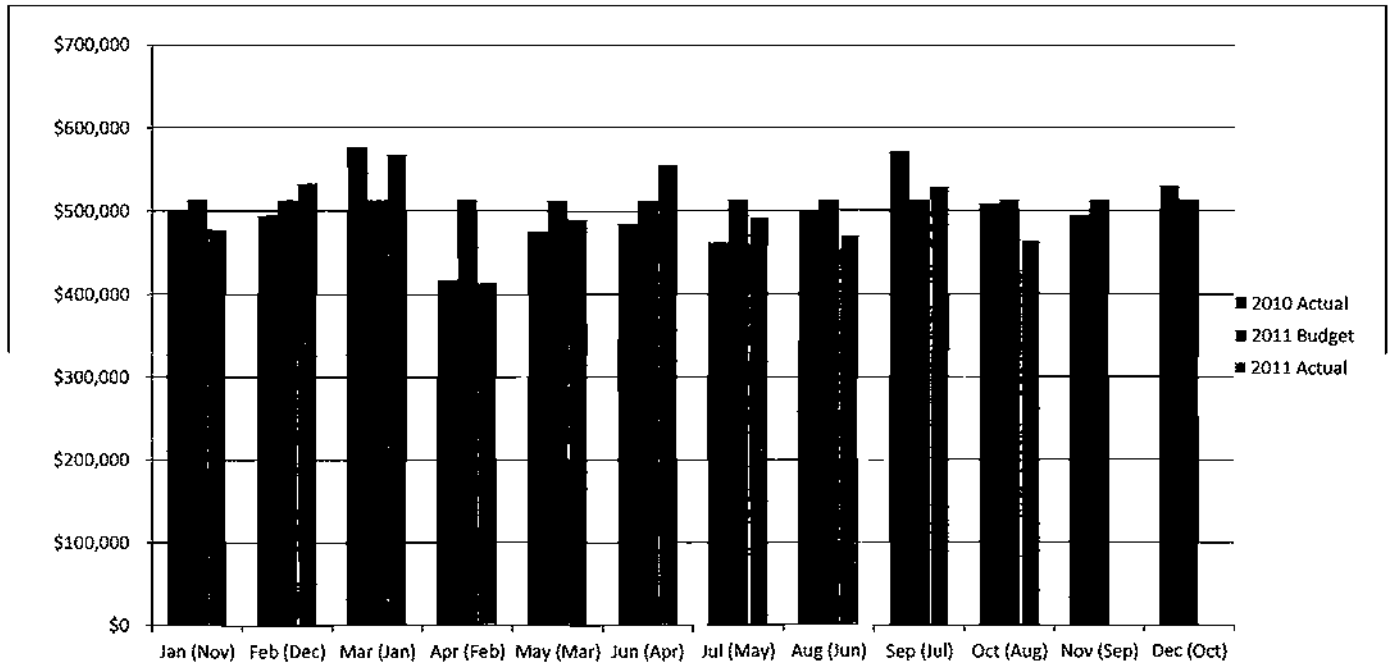
<u>Month Received (Liability Period)</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative Variance 2011 Actual vs. Budget</u>
Jan (Oct)	\$ 251,911	\$ 258,333	\$ 219,161	\$ (39,172)
Feb (Nov)	230,336	258,333	183,690	(113,816)
Mar (Dec)	233,040	258,333	161,923	(210,226)
Apr (Jan)	286,682	258,333	288,064	(180,495)
May (Feb)	327,075	258,333	224,492	(214,337)
Jun (Mar)	246,691	258,333	213,462	(259,208)
Jul (Apr)	220,581	258,333	242,838	(274,703)
Aug (May)	242,165	258,333	230,201	(302,836)
Sep (Jun)	242,650	258,333	229,458	(331,711)
Oct (Jul)	244,282	258,333	219,614	(370,430)
Nov (Aug)	195,890	258,333		
Dec (Sep)	277,741	258,333		
YTD Totals	\$ 2,999,043	\$ 3,100,000	\$ 2,212,903	

Building Permits



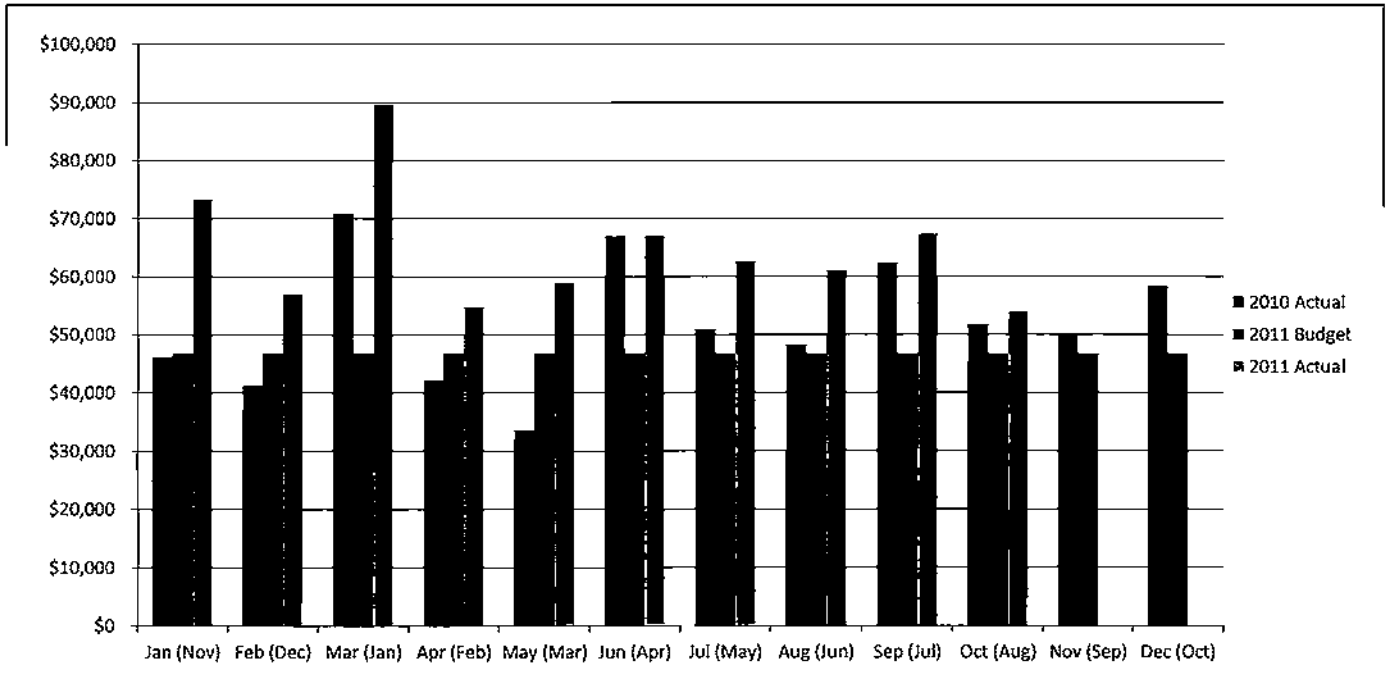
<u>Month Received</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative Variance 2011 Actual vs. Budget</u>
Jan	\$ 15,406	\$ 45,833	\$ 56,205	\$ 10,371
Feb	14,188	45,833	109,506	74,044
Mar	42,179	45,833	23,056	51,267
Apr	22,809	45,833	26,225	31,659
May	44,223	45,833	713,230	699,055
Jun	44,927	45,833	27,590	680,812
Jul	56,305	45,833	255,726	890,705
Aug	92,601	45,833	28,265	873,137
Sep	64,232	45,833	28,042	855,346
Oct	80,353	45,833	41,675	851,187
Nov	38,217	45,833		
Dec	16,877	45,833		
YTD Totals	\$ 532,318	\$ 550,000	\$ 1,309,521	

State Sales Tax



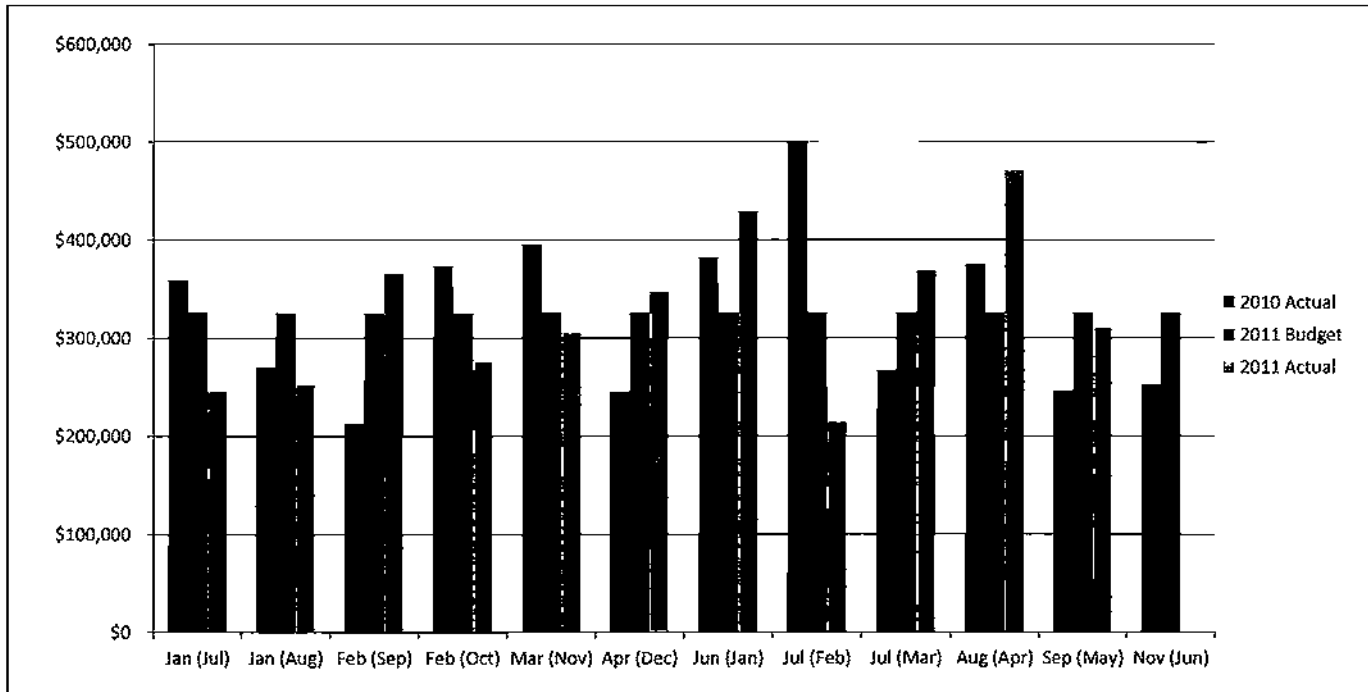
<u>Month Received (Liability Period)</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative Variance 2011 Actual vs. Budget</u>
Jan (Nov)	\$ 499,781	\$ 512,500	\$ 477,448	\$ (35,052)
Feb (Dec)	493,847	512,500	533,111	(14,441)
Mar (Jan)	576,980	512,500	567,696	40,755
Apr (Feb)	417,113	512,500	413,811	(57,934)
May (Mar)	475,153	512,500	490,092	(80,342)
Jun (Apr)	484,646	512,500	555,394	(37,448)
Jul (May)	460,765	512,500	491,400	(58,548)
Aug (Jun)	498,893	512,500	469,329	(101,719)
Sep (Jul)	570,797	512,500	528,513	(85,706)
Oct (Aug)	508,110	512,500	463,544	(134,662)
Nov (Sep)	494,384	512,500		
Dec (Oct)	529,219	512,500		
YTD Totals	<u>\$ 6,009,685</u>	<u>\$ 6,150,000</u>	<u>\$ 4,990,338</u>	

Local Use Tax



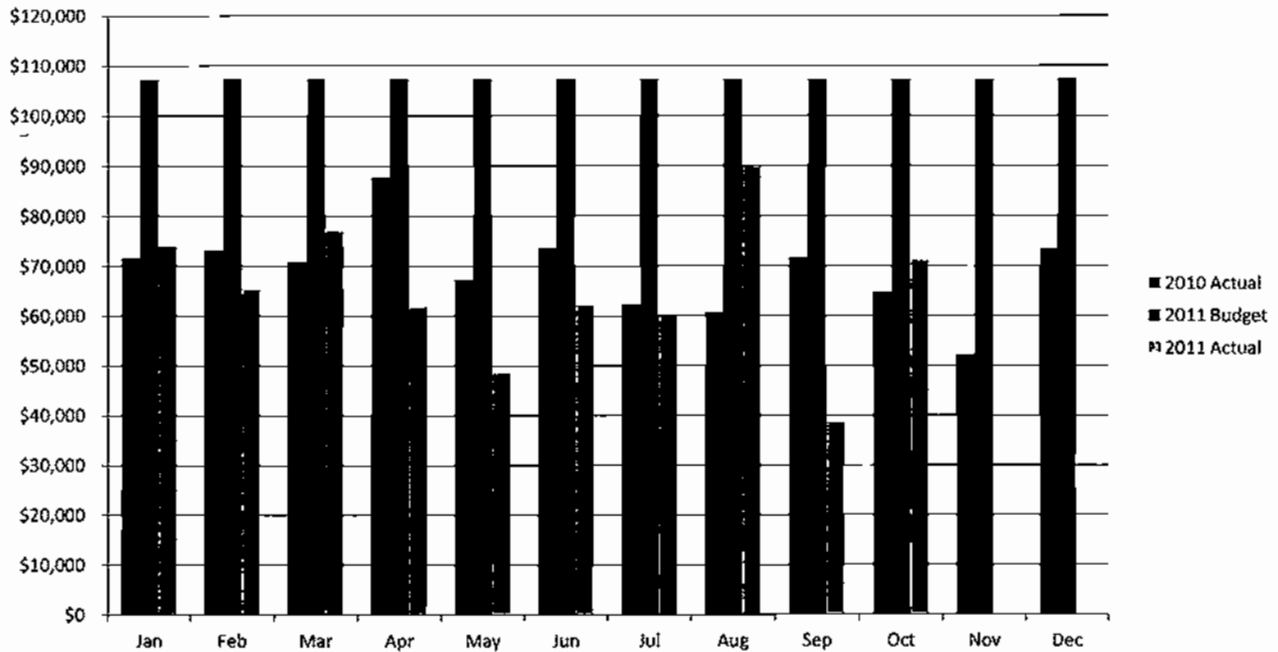
<u>Month Received</u> <u>(Liability Period)</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative</u> <u>Variance</u> <u>2011 Actual</u> <u>vs. Budget</u>
Jan (Nov)	\$ 46,116	\$ 46,667	\$ 73,288	\$ 26,621
Feb (Dec)	41,192	46,667	56,972	36,926
Mar (Jan)	70,808	46,667	89,688	79,947
Apr (Feb)	42,136	46,667	54,852	88,133
May (Mar)	33,512	46,667	58,968	100,434
Jun (Apr)	66,878	46,667	66,993	120,760
Jul (May)	50,896	46,667	62,590	136,684
Aug (Jun)	48,246	46,667	60,981	150,998
Sep (Jul)	62,248	46,667	67,380	171,711
Oct (Aug)	51,747	46,667	53,929	178,973
Nov (Sep)	50,139	46,667		
Dec (Oct)	58,254	46,667		
YTD Totals	\$ 622,169	\$ 560,000	\$ 645,640	

Income Tax



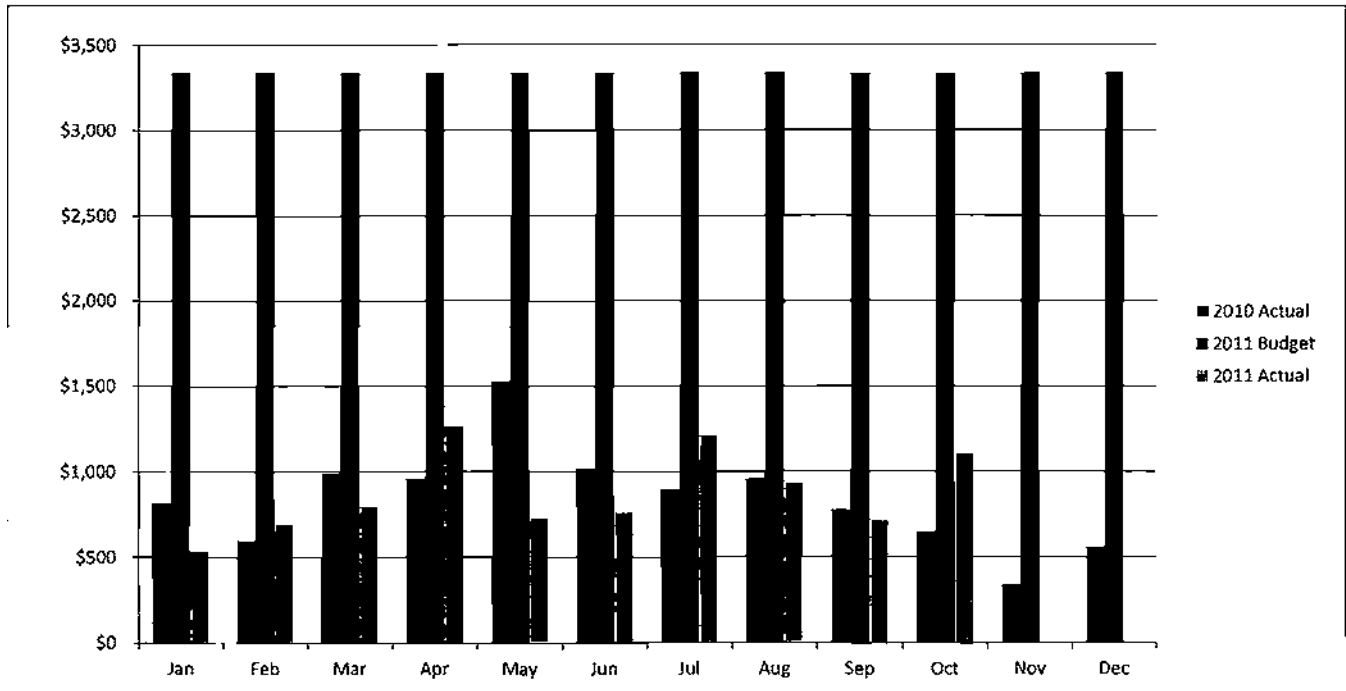
<u>Month Received (Liability Period)</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative Variance 2011 Actual vs. Budget</u>
Jan (Jul)	\$ 358,614	\$ 325,000	\$ 245,519	\$ (79,481)
Jan (Aug)	270,194	325,000	251,788	(152,693)
Feb (Sep)	212,389	325,000	365,945	(111,748)
Feb (Oct)	373,335	325,000	275,406	(161,342)
Mar (Nov)	395,672	325,000	304,584	(181,758)
Apr (Dec)	244,829	325,000	347,248	(159,510)
Jun (Jan)	381,955	325,000	429,121	(55,389)
Jul (Feb)	499,739	325,000	214,029	(166,360)
Jul (Mar)	266,468	325,000	368,201	(123,159)
Aug (Apr)	374,493	325,000	470,428	22,269
Sep (May)	245,519	325,000	309,782	7,051
Nov (Jun)	251,788	325,000		
YTD Totals	\$ 3,874,993	\$ 3,900,000	\$ 3,582,051	

Fines



<u>Month Received</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative Variance 2011 Actual vs. Budget</u>
Jan	\$ 71,434	\$ 107,250	\$ 73,863	\$ (33,387)
Feb	73,024	107,250	65,195	(75,442)
Mar	70,786	107,250	76,885	(105,807)
Apr	87,580	107,250	61,650	(151,407)
May	67,207	107,250	48,405	(210,252)
Jun	73,521	107,250	62,026	(255,476)
Jul	62,100	107,250	59,745	(302,981)
Aug	60,563	107,250	89,904	(320,327)
Sep	71,454	107,250	38,617	(388,960)
Oct	64,530	107,250	71,061	(425,149)
Nov	52,086	107,250		
Dec	73,422	107,250		
YTD Totals	\$ 827,687	\$ 1,287,000	\$ 647,351	

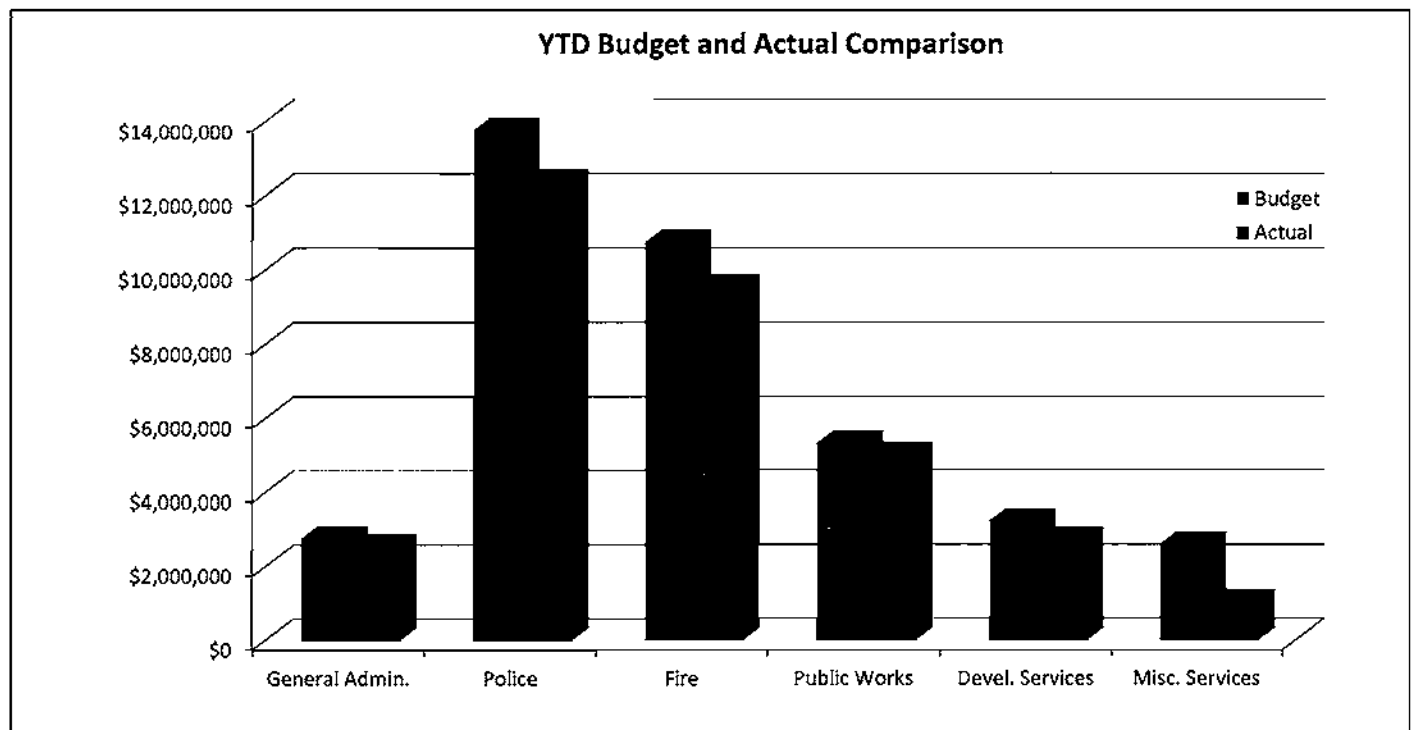
Interest Income



<u>Month Received</u>	<u>2010 Actual</u>	<u>2011 Budget</u>	<u>2011 Actual</u>	<u>Cumulative Variance 2011 Actual vs. Budget</u>
Jan	\$ 812	\$ 3,333	\$ 531	\$ (2,802)
Feb	594	3,333	693	(5,443)
Mar	987	3,333	793	(7,983)
Apr	956	3,333	1,261	(10,055)
May	1,524	3,333	727	(12,662)
Jun	1,016	3,333	761	(15,234)
Jul	895	3,333	1,211	(17,357)
Aug	954	3,333	933	(19,757)
Sep	772	3,333	712	(22,378)
Oct	647	3,333	1,103	(24,609)
Nov	339	3,333		
Dec	555	3,333		
YTD Totals	\$ 10,049	\$ 40,000	\$ 8,725	

Expenditures: General Fund expenditures in October were \$420,790 below the budgeted figure of \$3,692,395. The summary of year-to-date actuals versus budgeted expenditures shown below reflect mostly positive variances for the Village departments for the year.

EXPENDITURES	YEAR-TO-DATE		VARIANCE
	BUDGET	ACTUAL	
Legislative	\$ 293,575	\$ 256,433	12.7%
Administration	481,683	446,495	7.3%
Legal	395,858	320,552	19.0%
Finance	690,888	653,610	5.4%
Village Clerk	145,575	136,906	6.0%
HRM	368,842	353,150	4.3%
Communications	141,725	138,080	2.6%
Cable TV	114,558	99,848	12.8%
Emergency Operations	133,542	140,145	-4.9%
Police	13,768,937	12,379,258	10.1%
Fire	10,751,712	9,537,068	11.3%
Public Works	5,323,758	5,026,586	5.6%
Development Services	3,236,300	2,737,637	15.4%
H&HS	531,850	493,096	7.3%
Miscellaneous	2,076,325	556,319	73.2%
TOTAL	\$ 38,455,128	\$ 33,275,183	13.5%



DEPARTMENT NEWS

During October, the Director of Finance, Assistant Director and Payroll Coordinator participated in a webinar hosted by IGFOA on implementing the new Total Compensation Disclosure law. This law requires the Village to post the total compensation packages for its employees on its website using specific criteria. The Village currently does this, so we are not concerned about meeting the new requirement. The only change will be that for anyone with packages over \$150,000, their information will have to be posted 6 days prior to the passage of the budget and for anyone with packages over \$75,000, their information will have to be posted within 6 days after passage of the budget. The Director of Finance was one of the speakers for the webinar, talking about our experiences with posting salary information to our website since we were one of the first in the area to start doing this.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Michael DuCharme". The signature is stylized and written in a cursive-like font.

Michael DuCharme
Director of Finance

Expenditure Detail

The following describes significant negative variances within Village Divisions:

Emergency Operations: Video conference equipment was purchased from the Illinois Law Enforcement Alarm System (LEAS) grant funds in the amount of \$48,398.00. The Village has received these reimbursement funds on 6/24/11, which are reflected in grant revenue.

Budget:	133,542	Actual:	140,145	Variance	-4.9%
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MONTHLY REPORT STATISTICS

OCTOBER 2011

	Oct-11	YTD Oct-11	Oct-10	YTD Oct-10	% Inc / Dec	
					Month	Year
Credit Card Transactions						
Finance and Code Front Counter						
Number	323	2,888	354	3,371	-8.8%	-14.3%
Amount	\$ 26,292	278,192	\$ 34,853	\$ 339,912	-24.6%	-18.2%
Internet Sales						
Number	2,452	13,036	1,340	12,559	83.0%	3.8%
Amount	\$ 183,023	882,625	\$ 90,388	\$ 621,355	102.5%	42.0%
Total						
Number	2,775	15,924	1,694	15,930	63.8%	0.0%
Amount	\$ 209,315	\$ 1,160,816	\$ 125,241	\$ 961,267	67.1%	20.8%
Credit Card Company Fees						
General Fund	\$ 956.52	8,759	\$ 1,202.50	\$ 8,433.38	-20.5%	3.9%
Municipal Waste Fund	5.78	17	1.59	31	263.5%	-45.5%
Water Fund	1,972.28	16,035	1,971.36	12,384	0.0%	29.5%
Total Fees	\$ 2,934.58	\$ 24,810.91	\$ 3,175.45	\$ 20,848.05	-7.6%	19.0%
Passport Applications						
Number	41	388	29	463	41.4%	-16.2%
Revenue	\$ 1,050	9,695	\$ 725	\$ 11,805	44.8%	-17.9%
Accounts Receivable						
Invoices Mailed						
Number	233	949	130	641	79.2%	48.0%
Amount	\$ 94,941	832,398	\$ 111,264	\$ 894,019	-14.7%	-6.9%
Invoices Paid						
Number	135	913	88	808	53.4%	13.0%
Amount	\$ 75,103	842,951	\$ 78,882	\$ 965,391	-4.8%	-12.7%
Reminders Sent						
Number	-	76	21	166	0.0%	-54.2%
Amount	\$ -	66,900	\$ 8,310	\$ 190,759	0.0%	-64.9%
Accounts Payable						
Checks Issued						
Number	356	3,502	286	3,594	24.5%	-2.6%
Amount	\$ 1,089,883	18,115,834	\$ 1,358,424	\$ 28,646,077	-19.8%	-36.8%
Manual Checks Issued						
Number	33	438	27	345	22.2%	27.0%
As % of Total Checks	9.27%	9.27%	9.44%	9.44%	-1.8%	-1.8%
Amount	\$ 19,176	5,457,693	\$ 22,442	\$ 894,331	-14.6%	510.3%
As % of Total Checks	1.76%	30.13%	1.65%	3.12%	6.5%	865.0%
Utility Billing						
New Utility Accounts	220	1,080	91	955	141.8%	13.1%
Bills Mailed / Active Accounts	15,471	138,316	15,463	139,109	0.1%	-0.6%
Final Bills Mailed	220	1,075	89	944	147.2%	13.9%
Shut-Off Notices	1,297	11,751	1,025	10,980	26.5%	7.0%
Actual Shut-Offs	87	740	117	1,138	-25.6%	-35.0%
Total Billings	\$ 1,012,219	8,422,278	\$ 1,005,472	7,893,247	0.7%	6.7%
Direct Debit (ACH) Program						
New Accounts	13	153	27	201	-51.9%	-23.9%
Closed Accounts	19	140	8	122	137.5%	14.8%
Total Accounts	2,104		2,078		1.3%	
As % of Active Accounts	13.60%		13.44%		1.2%	
Water Payments Received in Current Month						
Total Bills Mailed	15,471	139,218	15,459	139,105		
ACH Payments	2,103	18,871	2,064	18,342		
ACH Payments-% of Total Bills	13.59%	13.56%	13.35%	13.19%		
On-line Payments (Internet Sales)	1,123	10,503	1,065	9,648		
On-line Payments-% of Total Bills	7.26%	7.54%	6.89%	6.94%		
Mail-in Payments	11,965	107,389	12,043	109,163		
Mail-in Payments-% of Total Bills	77.34%	77.14%	77.90%	78.48%		

WATER BILLING ANALYSIS

October 31, 2011

**Residential Billings
Average Monthly Consumption/Customer**

<u>Month Billed</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
May	5,057	4,623	4,773
June	5,271	4,955	5,192
July	5,498	5,348	6,845
August	6,797	5,846	6,853
September	6,170	5,767	5,376
October	5,609	5,685	5,723
Six Month Average -	5,917	4,799	5,794
% Change -	-0.8%	-18.9%	20.7%

Total Water Customers

Average Bill

<u>Customer Type</u>	<u>Customer Type</u>			<u>Customer Type</u>	<u>Customer Type</u>		
	<u>Oct-10</u>	<u>Oct-11</u>	<u>% Change</u>		<u>Oct-10</u>	<u>Oct-11</u>	<u>% Change</u>
Residential	14,571	14,574	0.0%	Residential	\$ 35.10	\$ 37.07	5.6%
Commercial	892	897	0.6%				
Total	15,463	15,471	0.1%				

Total Consumption - All Customers (000,000's)

	<u>Month-To-Date</u>				<u>Year-To-Date</u>		
	<u>Oct-10</u>	<u>Oct-11</u>	<u>% Change</u>		<u>Oct-10</u>	<u>Oct-11</u>	<u>% Change</u>
Residential	83	83	0.0%	Residential	801	798	-0.4%
Commercial	69	61	-11.6%	Commercial	547	519	-5.1%
	152	144	-5.3%		1,348	1,317	-2.3%

STATEMENT OF INVESTMENTS-VILLAGE

As of October 31, 2011

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>General Fund</u>						
Illinois Funds - General	09/30/86		3,170,851.16			0.050
Illinois Funds - Veterans Memorial	05/01/92		293.95			0.050
IMET	05/12/97		500,000.00	1,342,598.73		
IMET Convenience Fund	10/20/05		1,143,011.99	1,143,011.99		
HE Community Bank-MaxSafe	07/13/04		759,125.58			0.250
Citibank Savings Deposit Account	11/07/08		1,802,163.73			0.146
Certificates of Deposit with PMA	09/28/11	03/26/12	88,339.22	88,339.22	88,392.84	0.110
.25%-GE Money Bank COD with PMA	09/28/11	03/26/12	249,060.78	248,843.13	249,000.00	0.201
			7,712,846.41			
*Interest-bearing Sweep account at Charter with ending balance of \$509,377.77 earned \$104.08 for October with an average daily interest rate of 0.13%.						
<u>Motor Fuel Tax</u>						
Illinois Funds	09/30/86		1,232,531.88			0.050
<u>EDA Administration</u>						
Illinois Funds	01/02/91		1,794,669.92			0.050
Certificates of Deposit with PMA	09/28/11	03/26/12	1,000,000.00	1,000,000.00	1,000,607.02	0.110
			2,794,669.92			
<u>E-911</u>						
Illinois Funds	07/01/00		159,406.59			0.050
			159,406.59			
<u>Asset Seizure - Federal</u>						
Illinois Funds	06/09/99		651,764.85			0.050
<u>Asset Seizure - State</u>						
Illinois Funds	11/30/98		177,309.47			0.050
<u>Asset Seizure - KCAT</u>						
Illinois Funds	07/10/08		59,279.83			0.050
<u>Municipal Waste System</u>						
Illinois Funds	08/31/98		100,517.05			0.050
			100,517.05			
<u>2001 G.O. Debt Serv.</u>						
Illinois Funds	07/31/01		8,610.24			0.050
			8,610.24			
<u>1997A&B G.O. Debt Serv.</u>						
Illinois Funds	01/01/98		5,483.74			0.050
<u>2003 G.O. Debt Serv.</u>						
Illinois Funds	09/04/03		472,217.52			0.050
			472,217.52			
<u>2004 G.O. Debt Serv.</u>						
Illinois Funds	11/30/04		566,495.16			0.050
			566,495.16			

STATEMENT OF INVESTMENTS-VILLAGE
As of October 31, 2011

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>2005A G.O. Debt Serv.</u>						
Illinois Funds	11/30/04		1,000,080.80			0.050
			<u>1,000,080.80</u>			
<u>2008 G.O. Debt Serv.</u>						
Citibank Savings Deposit Account	03/20/08		13,243.96			0.080
			<u>13,243.96</u>			
<u>2009 G.O. Debt Serv.</u>						
Illinois Funds	04/01/09		787,502.07			0.050
Citibank Savings Deposit Account	04/01/09		3,355.59			0.080
Keybank - C	04/01/09	11/30/11	719,000.00		757,007.70	1.983
Keybank - C	04/01/09	05/31/12	356,000.00		379,959.29	2.125
			<u>1,865,857.66</u>			
<u>Central Road Corridor Improv.</u>						
Illinois Funds	12/15/88		53,613.31			0.050
Certificates of Deposit with PMA	09/28/11	03/26/12	200,000.00	200,000.00	200,121.40	0.110
			<u>253,613.31</u>			
<u>Hoffman Blvd Bridge Maintenance</u>						
Illinois Funds	07/01/98		145,828.89			0.050
Citibank Savings Deposit Account	02/10/11		200,230.10		-	0.146
			<u>346,058.99</u>			
<u>Western Corridor</u>						
Illinois Funds	06/30/01		159,441.30			0.050
Citibank Savings Deposit Account	01/07/09		300,403.95			0.146
			<u>459,845.25</u>			
<u>Traffic Improvement</u>						
Illinois Funds	03/24/89		98,683.87			0.050
Certificates of Deposit with PMA	09/28/11	03/26/12	500,000.00	500,000.00	500,303.51	0.110
			<u>598,683.87</u>			
<u>EDA Series 1991 Project</u>						
Illinois Funds	08/22/91		2,476,690.23			0.050
Bank of New York Money Market	12/11/06		1,753,098.98			-
			<u>4,229,789.21</u>			
<u>Central Area Road Improvement</u>						
Illinois Funds	03/29/91		205,155.93			0.050
Citibank Savings Deposit Account	02/10/11	05/25/06	300,345.14		-	0.146
			<u>505,501.07</u>			
<u>2008 Capital Project</u>						
Citibank Savings Deposit Account	03/20/08		28,607.99			0.080
			<u>28,607.99</u>			
<u>2009 Capital Project</u>						
Citibank Savings Deposit Account	04/01/09		1,656,170.22			0.080
			<u>1,656,170.22</u>			

STATEMENT OF INVESTMENTS-VILLAGE
As of October 31, 2011

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>Western Area Traffic Improvement</u>						
Illinois Funds	11/01/92		27,750.01			0.050
Citibank Savings Deposit Account	01/07/09		<u>302,528.40</u>			0.146
			330,278.41			
<u>Western Area Rd Impr Impact Fees</u>						
Illinois Funds	08/01/98		323,058.28			0.050
Citibank Savings Deposit Account	01/07/09		<u>1,915,342.93</u>			0.146
			2,238,401.21			
<u>Capital Improvements</u>						
Illinois Funds	12/31/96		<u>355,114.84</u>			0.050
			355,114.84			
<u>Capital Vehicle & Equipment</u>						
Illinois Funds	12/31/96		64,026.95			0.050
HE Community Bank-MaxSafe	07/13/04		<u>5.21</u>			0.250
			64,032.16			
<u>Capital Replacement</u>						
Illinois Funds	02/01/98		535,346.97			0.050
HE Community Bank-MaxSafe	07/13/04		380,602.06			0.250
Citibank Savings Deposit Account	11/07/08		1,417,335.18			0.146
Certificates of Deposit with PMA	09/28/11	03/26/12	708,260.78	708,260.78	708,890.71	0.110
.35%-Bank of China COD with PMA	10/05/11	04/05/12	<u>248,999.92</u>	248,843.13	249,000.00	0.350
			3,290,544.91			
<u>Water and Sewer</u>						
Illinois Funds	09/30/86		1,146,187.68			0.050
*Interest-bearing Sweep account at Charter with ending balance of \$13,412.67 earned \$2.64 for October with an average daily interest rate of 0.13%.						
<u>Water and Sewer-Capital Projects</u>						
Citibank Savings Deposit Account	03/20/08		<u>303,904.14</u>			0.080
			303,904.14			
<u>Sears Centre</u>						
Illinois Funds			1,051,362.76			0.050
<u>Insurance</u>						
Illinois Funds	11/10/87		910,986.23			0.050
Citibank Savings Deposit Account	11/07/08		<u>709,078.39</u>			0.146
			1,620,064.62			
<u>Information Systems</u>						
Illinois Funds	02/01/98		<u>408,620.06</u>			0.050
			408,620.06			
<u>EDA Special Tax Alloc.</u>						
Illinois Funds	05/15/92		1,082,784.58			0.050
Bank of New York Money Market			<u>9,381,904.08</u>			
			10,444,688.66			

STATEMENT OF INVESTMENTS-VILLAGE
As of October 31, 2011

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
<u>Roselle Road TIF</u>						
Illinois Funds	09/30/03		328,074.88			0.050
Certificates of Deposit with PMA	09/28/11	03/26/12	500,000.00	500,000.00	500,303.51	0.110
Citibank Savings Deposit Account	11/07/08		1,005,142.61			0.146
			<u>1,833,217.49</u>			
<u>Barr./Higgins TIF</u>						
Illinois Funds	08/26/91		289,368.83			0.050
			<u>289,368.83</u>			
<u>2005 EDA TIF Bond & Int.</u>						
Illinois Funds	11/07/02		38,298.97			0.050
			<u>38,298.97</u>			
Total Investments			<u>\$ 48,312,669.73</u>			

Total Invested Per Institution	Percent Invested
Illinois Funds	41.12
IMET	1.03
IMET Convenience Fund	2.37
Keybank - C	2.23
CD with PMA-BANK OF EAST ASIA	0.52
CD with PMA-TRIAD BANK, NA	0.52
CD with PMA-ONEWEST BANK FSB	0.52
CD with PMA-STERLING NATIONAL BANK	0.52
CD with PMA-BANK LEUMI USA	0.52
CD with PMA-SAFRA NATIONAL BANK OF NEW YORK	0.52
CD with PMA-ASSOCIATED BANK, NA	0.52
CD with PMA-BANK OF THE WEST	0.52
CD with PMA-PRIVATE BANK-MI	0.52
CD with PMA-COLE TAYLOR BANK	0.52
CD with PMA-IDB BANK-NY	0.52
CD with PMA-SOUTHSIDE BANK	0.52
CD with PMA-.25%-GE MONEY BANK COD	0.52
CD with PMA-.35%-BANK OF CHINA COD	0.52
HE Community Bank-MaxSafe	2.36
Bank of New York Trust Company, N.A.	23.05
Citibank	20.61
<u>\$48,312,669.73</u>	<u>100.00</u>

STATEMENT OF INVESTMENTS-VILLAGE

As of October 31, 2011

Fund	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
Total Invested Per Institution Excluding all Trust Funds, EDA Series 91 Funds & 05 Funds				Percent Invested		
Illinois Funds			16,000,266.19	48.03		
IMET			1,643,011.99	4.93		
Keybank - C			1,075,000.00	3.23		
CD with PMA-BANK OF EAST ASIA			249,600.00	0.75		
CD with PMA-TRIAD BANK, NA			249,800.00	0.75		
CD with PMA-ONEWEST BANK FSB			249,800.00	0.75		
CD with PMA-STERLING NATINAL BANK			249,800.00	0.75		
CD with PMA-BANK LEUMI USA			249,800.00	0.75		
CD with PMA-SAFRA NATIONAL BANK OF NEW YORK			249,800.00	0.75		
CD with PMA-ASSOCIATED BANK, NA			249,800.00	0.75		
CD with PMA-BANK OF THE WEST			249,800.00	0.75		
CD with PMA-PRIVATE BANK-MI			249,800.00	0.75		
CD with PMA-COLE TAYLOR BANK			249,800.00	0.75		
CD with PMA-IDB BANK-NY			249,800.00	0.75		
CD with PMA-SOUTHSIDE BANK			249,000.00	0.75		
CD with PMA-.25%-GE MONEY BANK COD			249,060.78	0.75		
CD with PMA-.35%-BANK OF CHINA COD			248,999.92	0.75		
HE Community Bank-MaxSafe			1,139,732.85	3.42		
Citibank			9,957,852.33	29.89		
			<u>\$33,310,524.05</u>	<u>100.00</u>		
Total Invested Per Fund						
Total Investments - Operating Funds					\$17,801,590.93	
Total Investments - Debt Service Funds					\$3,970,288.05	
Total Investments - Trust Funds					\$10,734,057.49	
Total Investments - Capital Projects Funds					\$15,806,733.26	
Total Investments - All Funds					<u>\$48,312,669.73</u>	

STATEMENT OF INVESTMENTS-POLICE PENSION FUND
As of October 31, 2011

Investment	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
FNMA 759424, 5.5%	01/14/04	01/01/34	17,424.59	18,346.39	16,502.71	4.90
FN 763860, 4.0%	03/13/06	03/01/34	17,161.69	21,515.63	20,546.45	3.80
FNMA 888260, 5.5%	09/16/08	01/01/21	26,324.34	27,654.27	25,465.98	5.10
FN 888889, 4.5%	12/17/07	12/01/18	33,616.10	38,259.31	35,707.31	4.20
FN 889634, 6.0%	07/19/10	02/01/23	71,222.32	68,505.22	62,979.41	5.50
FN 923790, 6.50%	09/14/10	05/01/37	106,648.70	101,791.70	98,099.24	6.30
FN 976871, 6.5%	05/12/09	08/01/36	39,470.06	40,156.20	35,459.89	5.70
FN 995656, 7.0%	04/13/09	11/15/16	50,259.93	51,564.42	44,775.55	6.10
FN AB1940, 3.50%	10/18/11	12/01/25	193,538.04	191,779.61	184,321.94	3.40
FN AD7139, 5.50%	11/10/10	07/01/40	95,474.71	95,406.97	87,067.63	5.00
Ginnie Mae, 6.0%	02/17/11	09/20/36	85,228.55	87,127.49	77,728.55	5.40
Ginnie Mae G2 2563, 6.5%	05/18/11	03/20/28	181,711.05	182,142.18	159,729.01	5.70
Ginnie Mae G2 3851, 5.5%	04/20/11	05/20/36	66,330.80	67,828.88	60,774.75	4.90
GN 004211M, 6.5%	07/12/10	08/20/38	68,142.45	68,138.79	60,668.12	5.80
GNMA 780769, 7.5%	01/20/04	04/15/13	5,305.12	194.18	191.61	7.40
GNMA 781403, 6%	03/18/04	02/15/17	10,731.82	7,953.47	7,361.87	5.60
GNMA 781407, 7%	01/21/04	11/15/16	7,352.30	1,693.95	1,678.08	6.90
GNMA 781567, 5%	02/18/04	02/15/18	8,434.66	7,650.47	7,127.12	4.70
			12,228,532.76			

x Total Investments

\$ 49,459,740.57

Total Invested Per Institution	Book Value	Market Value	Percent Invested
Illinois Funds	313,237.42	313,237.42	0.63
Money Market	708,268.71	708,268.71	1.43
Mutual Funds	24,601,376.16	25,456,679.41	49.74
GNMA	1,034,094.29	1,097,539.52	2.09
Treasury Notes	13,811,478.99	14,581,304.98	27.92
FNMA	6,990,722.30	7,354,890.40	14.13
FHLMC Bonds	313,582.04	324,820.94	0.63
FHLB Agency Bonds	969,026.91	1,043,080.81	1.96
Federal Farm Cr Bonds	271,239.25	307,607.50	0.55
Zero Coupon Bonds	446,714.50	495,230.00	0.90
	\$49,459,740.57	\$51,682,459.69	100.00

STATEMENT OF INVESTMENTS-FIRE PENSION FUND
As of October 31, 2011

Investment	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
Illinois Funds	09/30/86		594,719.74	594,719.74		0.050
<u>Vanguard International Value Fund</u>						
Mutual Funds	06/15/05		5,491,894.06	4,774,419.41		
<u>American Funds</u>						
The Growth Fund of America	12/30/09		4,955,230.87	5,107,102.32		
<u>BlackRock</u>						
U.S. Opportunities-Institutional Class	12/30/09		2,617,615.47	2,760,732.43		
<u>US Bank - US Real Estate Cohen & Steers</u>						
Real Estate	12/31/07		2,468,429.83	2,427,964.00		
<u>Mesirow Financial</u>						
Equities	01/18/07		9,347,487.15	10,068,016.00		
Money Market	01/18/07		408,904.67	408,904.67		
Total Mesirow Financial			9,756,391.82			
<u>Mitchell Vaught & Taylor</u>						
Money Market	05/01/07		120,691.79	120,691.79		-
Treasury Note, 4.75%	03/29/07	01/31/12	606,562.50	606,960.00	600,000.00	4.700
Treasury Note, 0.875%	03/16/10	02/29/12	440,251.48	441,170.00	440,000.00	0.900
Treasury Note, 1.00%	04/30/10	04/30/12	299,860.38	301,359.00	300,000.00	1.000
FNMA MTN, 4.75%	08/29/08	02/21/13	154,719.30	158,607.00	150,000.00	4.500
Treasury Note, 2.5%	03/31/08	03/31/13	405,837.62	412,908.00	400,000.00	2.400
FNMA MTN, 1.75%	03/25/10	05/07/13	414,308.61	423,636.00	415,000.00	1.700
FNMA MTN, 4.375%	05/15/07	07/17/13	503,434.74	517,859.00	485,000.00	4.100
FNMA MTN, 2.875%	02/19/10	12/11/13	360,570.70	368,085.00	350,000.00	2.700
Treasury Stripped	08/25/09	02/15/14	438,937.40	486,129.00	490,000.00	-
FNMA MTN, 4.125%	05/10/07	04/15/14	286,225.19	315,276.00	290,000.00	3.800
Treasury Note, 2.375%	09/14/09	08/31/14	301,829.13	316,569.00	300,000.00	2.300
FNMA MTN, 2.625%	03/18/10	11/20/14	452,006.55	476,694.00	450,000.00	2.500
Treasury Note, 1.875%	07/16/10	06/30/15	473,122.67	491,700.00	470,000.00	1.800
FHLMC MTN, 4.75%	05/14/07	11/17/15	440,150.82	481,467.00	420,000.00	4.100
FNMA MTN, 5.00%	03/16/10	03/15/16	442,048.40	466,288.00	400,000.00	4.300
FHLB DEB, 4.75%	05/15/07	12/16/16	176,194.44	209,696.00	180,000.00	4.100
Treasury Note, 3.25%	01/29/10	12/31/16	403,251.60	443,908.00	400,000.00	2.900
FNMA MTN, 5.375%	02/19/10	06/12/17	390,247.55	421,113.00	350,000.00	4.500
Treasury Note, 1.875%	11/08/10	10/31/17	262,672.13	268,185.00	260,000.00	1.800
Treasury Bond, 9.125%	05/08/07	05/15/18	286,024.54	303,945.00	205,000.00	6.200
Treasury Note, 4.0%	10/16/08	08/15/18	409,845.35	463,936.00	400,000.00	3.400
Treasury Note, 2.125%	10/20/11	08/15/21	299,028.54	298,689.00	300,000.00	2.100
Treasury Note, 3.375%	12/18/09	11/15/19	442,055.32	502,700.00	450,000.00	3.000
Treasury Note, 2.625%	09/15/10	08/15/20	447,470.55	473,450.00	450,000.00	2.500
FNMA MTN, 3.05%	09/28/10	09/28/20	245,490.00	253,372.00	245,000.00	2.900
FNMA MTN, 6.25%	05/14/07	05/15/29	174,979.81	211,256.00	155,000.00	4.600
JPMORGAN CHASE, 4.65%	08/26/11	06/01/14	266,325.00	268,540.00	250,000.00	4.300
			9,944,142.11			
<u>US Bank - Fixed Income</u>						
Money Market	07/31/99		351,498.27	351,498.27		-
FHLB DEB, 2.00%	06/17/10	09/14/12	204,288.00	202,942.00	200,000.00	1.970
FNMA #535710	01/18/02	11/01/12	14,336.00	425.00	414.06	7.760
FNMA #251338	03/18/04	12/01/12	4,772.65	1,317.00	1,280.25	6.300
FNMA #254584	11/19/02	12/01/12	26,723.73	10,064.00	9,379.98	4.660
FNMA #254646	01/21/03	01/01/13	10,702.45	6,344.00	6,122.08	4.330
FNMA Deb	07/30/03	03/15/13	191,554.40	211,102.00	200,000.00	4.140
FNMA #424335	06/22/01	05/01/13	4,340.11	1,292.00	1,243.93	6.270
FHLMC GD EC0567, 7.0%	05/23/08	08/01/13	20,597.47	18,387.00	17,557.01	6.680
FNMA #254863	09/19/05	08/01/13	7,116.81	9,115.00	8,635.63	3.780
FHLMC Pool 90036, 6%	06/18/01	10/01/13	1,392.43	1,678.00	1,550.72	5.540
FNMA #254958	04/18/06	10/01/13	16,082.70	24,210.00	22,738.55	4.230
FHLMC Pool 90037, 6%	03/15/04	11/01/13	22,935.44	15,149.00	14,003.22	5.540
FNMA #255013	12/31/03	11/01/13	42,308.11	31,781.00	29,902.99	4.700
FNMA #445355	04/23/04	12/01/13	8,607.90	4,637.00	4,435.04	6.210
Zero Coupon Bond	01/05/06	02/15/14	839,856.00	1,190,520.00	1,200,000.00	-
FNMA #491365	04/23/04	06/01/14	8,500.41	4,368.00	4,156.92	6.180
FNMA #534998	06/21/01	06/01/14	3,123.51	2,639.00	2,435.24	5.530

STATEMENT OF INVESTMENTS-FIRE PENSION FUND
As of October 31, 2011

Investment	Investment Date	Maturity Date	Book Value	Market Value	Maturity Value	Rate of Interest
FHLMC Pool C01292F, 6.0%	02/13/02	02/01/32	9,041.19	25,765.00	23,259.94	5.420
FNMA #685962	09/15/03	02/01/32	39,928.15	49,576.00	45,661.93	4.610
FHLMC C66034, 6.5%	05/13/02	04/01/32	34,108.23	30,021.00	26,603.92	5.760
FNMA #254310	03/14/05	05/01/32	60,078.10	59,613.00	53,705.09	5.400
FNMA #545782	12/31/04	07/01/32	17,927.93	17,166.00	14,895.50	6.080
FNMA #813818	05/12/05	07/01/32	12,372.22	7,799.00	6,769.06	6.080
FNMA #685952, 6.50 %	05/12/05	09/01/32	140,870.24	143,986.00	127,146.32	5.740
FNMA #725350	10/30/06	01/01/33	31,774.27	35,428.00	31,916.76	5.410
FNMA #702435	05/14/03	05/01/33	132,169.55	128,836.00	118,028.92	5.040
FNMA #702901	09/14/05	05/01/33	36,788.35	38,744.00	34,495.59	5.340
FNMA #711215	08/14/07	06/01/33	79,466.59	94,279.00	85,587.38	4.990
FHLMC GD A11312, 6.0%	12/12/06	07/01/33	48,544.23	52,768.00	47,664.97	5.420
FNMA #726912	05/13/04	08/01/33	34,163.57	45,749.00	43,635.91	3.810
FNMA #729379	09/14/05	08/01/33	4,849.19	4,941.00	4,454.11	5.400
FNMA #738348	03/15/04	09/01/33	9,361.28	9,224.00	8,314.34	5.410
FNMA #725017	02/12/04	12/01/33	33,262.97	34,734.00	31,255.52	4.950
FHLMC GD G01864, 5.0%	08/14/07	01/01/34	30,137.65	37,110.00	34,484.24	4.650
FNMA #755617	04/13/10	01/01/34	53,681.76	54,463.00	49,266.88	4.980
FNMA #759893	03/15/04	01/01/34	3,290.65	2,921.00	2,601.66	5.340
FNMA #751182	03/15/04	03/01/34	32,709.89	34,310.00	30,862.09	4.950
FNMA #767378	04/15/04	03/01/34	77,583.71	79,339.00	71,366.36	4.950
FNMA #801357	07/14/05	08/01/34	18,298.87	18,794.00	17,215.30	5.040
FNMA #796295	11/14/05	12/01/34	43,217.85	57,127.00	53,766.32	4.230
FNMA #888568	08/14/07	12/01/34	39,639.38	48,803.00	45,220.64	4.630
FNMA #809159	02/10/05	01/01/35	112,158.97	124,164.00	113,076.38	4.550
FNMA #815426	11/14/05	02/01/35	35,149.48	48,542.00	45,686.49	4.220
FHLMC GD A46987, 5.5%	12/13/05	07/01/35	56,127.19	63,608.00	58,489.33	5.080
GNMA #003851	04/20/11	05/20/36	54,641.81	55,876.00	50,064.86	4.930
FNMA #872912	02/11/10	06/01/36	80,642.66	76,026.00	68,341.26	5.840
GNMA #737975	02/17/11		127,842.84	130,691.00	116,592.84	5.350
FNMA #831806, 6.5%	06/14/10	10/01/36	108,992.26	107,355.00	96,504.45	5.840
FHLMC GD C02660, 6.5%	12/12/06	11/01/36	30,043.64	31,183.00	27,942.68	5.820
FHLMC GD P50531, 6.5%	08/12/10	01/01/37	103,855.59	105,352.00	94,409.14	5.830
FNMA #908350, 6.0%	01/18/11	01/01/37	150,071.90	153,135.00	139,609.96	5.470
FNMA #923790	09/14/10	05/01/37	127,978.46	122,150.00	117,719.11	6.260
FHLMC GD H02432, 6.0%	08/11/11	03/01/38	204,061.88	40,091.00	188,072.41	5.520
FNMA #995504	08/13/09	11/01/38	42,986.07	204,267.00	34,649.48	6.480
FHLMC GD G05832, 5.0%	06/13/11	03/01/40	382,006.09	384,221.00	357,864.52	4.660
FHLMC GD A 91904, 5.50%	06/12/10	04/01/40	199,384.27	202,592.00	185,675.32	5.040
FHLMC GD C03475, 6.00%	08/12/10	04/01/40	89,642.32	86,766.00	79,350.02	5.490

Total US Bank

15,086,094.64

Total Investments

\$ 50,914,518.55

Total Invested Per Institution

	Book Value	Market Value	Percent Invested
Illinois Funds	594,719.74	594,719.74	1.17
Equities	9,347,487.15	10,068,016.00	18.36
Money Market	881,094.73	881,094.73	1.73
Mutual Funds	13,064,740.41	12,642,254.16	25.66
GNMA	320,227.09	330,139.00	0.63
Treasury Bonds	3,906,210.37	4,422,244.00	7.67
Treasury Notes	6,429,506.79	6,751,449.00	12.63
FNMA	7,197,194.83	7,601,251.00	14.14
FHLMC Bonds	2,200,603.70	2,089,247.00	4.32
FHLB Agency Bonds	744,754.69	804,614.00	1.46
Zero Coupon Bonds	3,493,224.22	5,589,660.00	6.86
Real Estate	2,468,429.83	2,427,964.00	4.85
Corporate Bonds	266,325.00	268,540.00	0.52
	\$50,914,518.55	\$54,471,192.63	100.00

OPERATING REPORT SUMMARY

REVENUES

October 31, 2011

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL</u>	<u>%</u>	<u>BENCH- MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>		
General Fund							
Property Taxes	13,000	1,257,763	6,033,400	7,204,829	11,200,000	64.3%	
Hotel Tax	79,167	231,143	950,000	980,088	950,000	103.2%	
Real Estate Transfer Tax	39,583	35,432	395,833	310,889	475,000	65.5%	
Home Rule Sales Tax	287,500	243,665	2,875,000	2,237,424	3,450,000	64.9%	
Telecommunications Tax	258,333	219,614	2,583,333	1,810,052	3,100,000	58.4%	
Property tax - Fire	166,018	203,327	1,660,178	1,294,403	1,992,214	65.0%	
Property tax - Police	191,310	218,942	1,913,095	1,493,136	2,295,714	65.0%	
Entertainment	-	-	-	7,066	-	N/A	
Other Taxes	54,800	-	548,000	-	657,600	0.0%	
Total Taxes	1,089,711	2,409,885	16,958,840	15,337,887	24,120,528	63.6%	
Business Licenses	22,917	10,050	229,167	257,323	275,000	93.6%	
Liquor Licenses	15,833	40	302,500	204,833	190,000	107.8%	
Building Permits	45,833	41,675	458,333	1,309,521	550,000	238.1%	
Other Licenses & Permits	2,500	518	25,000	22,823	30,000	76.1%	
Total Licenses & Permits	87,083	52,283	1,015,000	1,794,499	1,045,000	171.7%	
Sales Tax	512,500	463,544	5,125,000	3,979,780	6,150,000	64.7%	
Local Use Tax	46,667	53,929	466,667	515,380	560,000	92.0%	
State Income Tax	325,000	-	3,250,000	1,891,561	3,900,000	48.5%	
Replacement Tax	23,067	61,235	230,667	244,500	276,800	88.3%	
Other Intergovernmental	53,243	50,532	532,433	564,886	638,920	88.4%	
Total Intergovernmental	960,477	629,240	9,604,767	7,196,106	11,525,720	62.4%	
Engineering Fees	5,000	-	50,000	76,427	60,000	127.4%	
Ambulance Fees	89,583	63,660	895,833	849,931	1,075,000	79.1%	
Police Hireback	27,500	41,024	275,000	315,459	330,000	95.6%	
Lease Payments	58,333	63,627	583,333	670,704	700,000	95.8%	
Cable TV Fees	43,333	116,992	433,333	469,021	520,000	90.2%	
4th of July Proceeds	-	-	91,500	82,433	67,020	123.0%	
Employee Payments	87,500	79,643	875,000	876,873	1,050,000	83.5%	
Hireback - Arena	10,417	4,794	104,167	173,674	125,000	138.9%	
Other Charges for Services	73,967	93,857	739,667	1,022,771	887,600	115.2%	
Total Charges for Services	395,633	463,597	4,047,833	4,537,293	4,814,620	94.2%	
Court Fines-County	30,000	16,884	300,000	247,851	360,000	68.8%	
Ticket Fines-Village	43,750	31,298	437,500	366,951	525,000	69.9%	
Overweight Truck Fines	167	180	1,667	4,650	2,000	232.5%	
Red Light Camera Revenue	33,333	22,700	333,333	27,900	400,000	7.0%	
Total Fines & Forfeits	107,250	71,061	1,072,500	647,352	1,287,000	50.3%	
Total Investment Earnings	3,333	1,103	33,333	8,725	40,000	21.8%	
Reimburse/Recoveries	10,517	57,521	105,167	148,813	126,200	117.9%	
Annexation Fees Univ Place	1,250	-	12,500	-	15,000	0.0%	
S.Barrington Fuel Reimbursement	3,333	4,670	33,333	56,226	40,000	140.6%	
Other Miscellaneous	11,133	8,719	686,333	165,509	2,433,600	6.8%	
Total Miscellaneous	26,233	70,911	837,333	370,548	2,614,800	14.2%	
Total Operating Transfers In	31,667	-	316,667	292,499	380,000	77.0%	
Total General Fund	2,701,387	3,698,081	33,886,273	30,184,908	45,827,668	65.9%	83.3%

OPERATING REPORT SUMMARY

REVENUES

October 31, 2011

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>%</u>	<u>BENCH-MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
Water & Sewer Fund							
Water Sales	908,333	964,464	9,083,333	8,872,217	10,900,000	81.4%	
Connection Fees	4,167	-	41,667	3,794	50,000	7.6%	
Cross Connection Fees	3,083	3,185	30,833	31,553	37,000	85.3%	
Penalties	4,167	4,398	41,667	44,797	50,000	89.6%	
Investment Earnings	1,250	206	12,500	4,514	15,000	30.1%	
Other Revenue Sources	38,393	3,042	383,933	299,090	460,720	64.9%	
Total Water Fund	959,393	975,296	9,593,933	9,255,965	11,512,720	80.4%	83.3%
Motor Fuel Tax Fund	113,233	99,811	1,132,333	1,166,885	1,358,800	85.9%	
Community Dev. Block Grant Fund	27,917	-	279,167	145,529	335,000	43.4%	
EDA Administration Fund	337,223	132	3,372,233	4,052,297	4,046,680	100.1%	
E-911 Surcharge	2,229	2,095	22,292	20,124	26,750	75.2%	
Asset Seizure Fund	108,211	10,970	1,082,108	630,205	1,298,530	48.5%	
Municipal Waste System Fund	95,912	84,728	959,117	781,593	1,150,940	67.9%	
Sears Centre Operating Fund	389,263	158,390	3,892,625	3,666,494	4,671,150	78.5%	
Insurance Fund	159,483	159,894	1,594,833	1,593,375	1,913,800	83.3%	
Information Systems	92,228	91,203	922,283	920,737	1,106,740	83.2%	
Roselle Road TIF	190	190	476,120	476,339	1,171,580	40.7%	
Total Spec Rev. & Int. Svc. Fund	1,325,889	607,413	13,733,112	13,453,577	17,079,970	78.8%	
TOTAL OPERATING FUNDS	4,986,670	5,280,790	57,213,318	52,894,450	74,420,358	71.1%	83.3%
Sears EDA Gen Account	-	-	-	15,988,968	-	N/A	
2001 G.O. Debt Service	8,200	8,204	57,720	57,867	643,600	9.0%	
1997 A & B G.O. Debt Service	-	0	-	24,203	553,480	4.4%	
2003 G.O. Debt Service	80,300	80,376	462,430	463,333	711,280	65.1%	
2004 G.O. Debt Service	88,600	88,693	439,600	573,181	974,040	58.8%	
2005A G.O. Debt Service	40	40	1,640,240	1,321,806	3,905,500	33.8%	
2005 EDA TIF Bond Fund	-	2	2,000	2,044	21,000	9.7%	
2008 G.O.D.S. Fund	-	1	1,320,000	666,136	1,352,260	49.3%	
2009 G.O.D.S. Fund	27,200	27,207	223,900	233,472	550,000	42.4%	
TOTAL DEBT SERV. FUNDS	204,340	204,522	4,145,890	19,331,010	8,711,160	221.9%	83.3%
Central Rd. Corridor Fund	25	23	250	122	300	40.6%	
Hoffman Blvd Bridge Maintenance	39	31	392	322	470	68.5%	
Western Corridor Fund	925	44	9,250	466	11,100	4.2%	
Traffic Improvement Fund	113	56	1,125	350	1,350	25.9%	
EDA Series 1991 Project	39,167	114	391,667	5,168	470,000	1.1%	
Central Area Rd. Impr. Imp. Fee	42	46	417	470	500	94.0%	
2008 Capital Project Fund	-	2,698	-	2,727	-	N/A	
Western Area Traffic Impr.	60	38	600	389	720	54.0%	
2009 Capital Project Fund	83,333	120	833,333	504,349	1,000,000	50.4%	
Western Area Traffic Impr. Impact Fee	425	1,192	4,250	125,286	5,100	2456.6%	
Capital Improvements Fund	777,886	203,135	7,778,858	2,253,069	9,334,630	24.1%	
Capital Vehicle & Equipment Fund	46,213	3	462,125	475,905	554,550	85.8%	
Capital Replacement Fund	500	416	5,000	3,057	6,000	50.9%	
TOTAL CAP. PROJECT FUNDS	948,727	207,915	9,487,267	3,371,680	11,384,720	29.6%	83.3%
Police Pension Fund	346,400	346,404	3,223,390	3,226,275	4,405,184	73.2%	
Fire Pension Fund	343,800	343,856	4,024,320	4,025,417	4,186,294	96.2%	
TOTAL TRUST FUNDS	690,200	690,261	7,247,710	7,251,692	8,591,478	84.4%	83.3%
TOTAL ALL FUNDS	6,829,937	6,383,487	78,094,185	82,848,831	103,107,716	80.4%	83.3%

OPERATING REPORT SUMMARY
EXPENDITURES
October 31, 2011

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL</u>	<u>%</u>	<u>BENCH- MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>		
General Fund							
General Admin.							
Legislative	29,358	20,970	293,575	256,433	352,290	72.8%	
Administration	48,168	44,941	481,683	446,495	578,020	77.2%	
Legal	39,586	34,476	395,858	320,552	475,030	67.5%	
Finance	68,321	59,645	690,888	653,610	819,850	79.7%	
Village Clerk	14,558	13,612	145,575	136,906	174,690	78.4%	
Human Resource Mgmt.	36,884	34,444	368,842	353,150	442,610	79.8%	
Communications	14,173	9,885	141,725	138,080	170,070	81.2%	
Cable TV	11,456	9,129	114,558	99,848	137,470	72.6%	
Emergency Operations	13,354	10,003	133,542	140,145	160,250	87.5%	
Total General Admin.	275,857	237,105	2,766,246	2,545,220	3,310,280	76.9%	83.3%
Police Department							
Administration	106,132	100,213	1,086,317	995,484	1,273,580	78.2%	
Juvenile Investigations	57,586	43,699	595,858	452,936	691,030	65.5%	
Problem Orient. Police	108	88	1,083	450	1,300	34.6%	
Tactical	61,737	57,911	642,367	583,368	740,840	78.7%	
Patrol and Response	781,504	743,624	8,155,037	7,228,110	9,378,044	77.1%	
Traffic	75,623	71,966	776,225	714,580	907,470	78.7%	
Investigations	90,186	84,992	931,858	822,942	1,082,230	76.0%	
Community Relations	843	1,218	10,933	7,135	10,120	70.5%	
Communications	47,258	46,273	472,583	508,798	567,100	89.7%	
Canine	12,672	11,754	131,717	115,864	152,060	76.2%	
Special Services	9,976	6,052	99,758	146,503	119,710	122.4%	
Records	27,541	25,616	275,408	254,159	330,490	76.9%	
Administrative Services	58,979	57,552	589,792	548,930	707,750	77.6%	
Total Police	1,330,144	1,250,957	13,768,937	12,379,258	15,961,724	77.6%	83.3%
Fire Department							
Administration	49,008	46,235	497,083	482,233	588,100	82.0%	
Public Education	2,365	3,734	23,650	25,458	28,380	89.7%	
Suppression	498,615	476,104	5,161,145	4,624,655	5,983,374	77.3%	
Emer. Med. Serv.	452,031	430,122	4,690,308	4,122,391	5,424,370	76.0%	
Prevention	31,879	8,128	358,792	270,702	382,550	70.8%	
Fire Stations	1,998	1,169	20,733	11,629	23,980	48.5%	
Total Fire	1,035,896	965,491	10,751,712	9,537,068	12,430,754	76.7%	83.3%
Public Works Department							
Administration	19,913	15,583	199,133	184,939	238,960	77.4%	
Snow/Ice Control	149,615	181,805	1,496,150	1,502,233	1,795,380	83.7%	
Pavement Maintenance	27,531	26,252	275,308	275,312	330,370	83.3%	
Forestry	68,266	57,466	682,658	551,446	819,190	67.3%	
Facilities	81,157	54,903	811,567	714,006	973,880	73.3%	
Fleet Services	100,654	108,731	1,006,542	1,046,912	1,207,850	86.7%	
F.A.S.T.	17,808	8,506	178,083	121,190	213,700	56.7%	
Storm Sewers	17,495	17,183	174,950	171,075	209,940	81.5%	
Traffic Control	49,937	42,348	499,367	459,472	599,240	76.7%	
Total Public Works	532,376	512,777	5,323,758	5,026,586	6,388,510	78.7%	83.3%

OPERATING REPORT SUMMARY

EXPENDITURES

October 31, 2011

	CURRENT MONTH		YEAR-TO-DATE		ANNUAL BUDGET	%	BENCH-MARK
	BUDGET	ACTUAL	BUDGET	ACTUAL			
Development Services							
Administration	16,596	15,951	165,958	160,350	199,150	80.5%	
Planning	36,831	39,175	368,308	381,242	441,970	86.3%	
Code Enforcement	86,805	82,174	868,050	847,208	1,041,660	81.3%	
Transportation & Engineering	85,062	77,768	850,617	815,754	1,020,740	79.9%	
Economic Development	98,337	23,520	983,367	533,083	1,180,040	45.2%	
Total Development Services	323,630	238,588	3,236,300	2,737,637	3,883,560	70.5%	83.3%
Health & Human Services	53,185	49,763	531,850	493,096	638,220	77.3%	83.3%
Miscellaneous							
4th of July	-	-	88,250	89,282	93,800	95.2%	
Police & Fire Comm.	7,191	4,715	71,908	39,035	86,290	45.2%	
Misc. Boards & Comm.	12,191	7,864	121,908	100,822	146,290	68.9%	
Misc. Public Improvements	121,926	4,345	1,794,258	327,179	3,763,110	8.7%	
Total Miscellaneous	141,308	16,924	2,076,325	556,319	4,089,490	13.6%	83.3%
Total General Fund	3,692,395	3,271,605	38,455,128	33,275,183	46,702,538	71.2%	83.3%
Water & Sewer Fund							
Water Department	836,700	981,889	8,854,108	8,216,173	11,209,460	73.3%	
Sewer Department	264,106	144,348	2,641,058	2,373,422	3,169,270	74.9%	
Billing Division	49,692	46,390	496,917	490,098	596,300	82.2%	
Debt Service Division	-	-	-	-	4,630	0.0%	
Capital Projects Division	19,300	19,330	255,600	256,145	100,000	256.1%	
Total Water & Sewer	1,169,798	1,191,957	12,247,683	11,335,838	15,079,660	75.2%	83.3%
Motor Fuel Tax	25,553	2,480	208,720	134,883	306,630	44.0%	
Community Dev. Block Grant Fund	-	-	145,300	145,529	335,000	43.4%	
EDA Administration Fund	394,650	285,890	3,946,500	3,741,708	4,735,800	79.0%	
E-911 Fund	25,000	2,163	250,000	227,163	300,000	75.7%	
Asset Seizure Fund	109,523	11,676	1,095,233	635,141	1,314,280	48.3%	
Municipal Waste System	101,127	101,695	1,011,267	983,695	1,213,520	81.1%	
Sears Centre Operating Fund	349,225	172,699	3,492,250	1,968,225	4,190,700	47.0%	
Insurance	158,817	64,421	1,588,167	1,365,565	1,905,800	71.7%	
Information Systems	92,228	85,252	922,283	798,884	1,106,740	72.2%	
Roselle Road TIF	23,420	2,950	234,200	60,897	281,040	21.7%	
TOTAL OPERATING FUNDS	6,141,735	5,192,788	63,596,731	54,672,710	77,471,708	70.6%	83.3%
Sears EDA General Account	-	-	-	15,988,968	-	N/A	
2001 G.O. Debt Service	-	-	11,900	12,300	544,000	2.3%	
1997 A & B G.O. Debt Service	-	-	24,000	24,196	553,400	4.4%	
2003 G.O. Debt Service	-	-	11,900	11,990	703,380	1.7%	
2004 G.O. Debt Service	250	250	33,500	33,869	972,240	3.5%	
2005A G.O. Debt Service	-	-	2,668,010	1,334,866	3,904,700	34.2%	
2005 EDA TIF Bond Fund	-	-	3,500	3,500	21,000	16.7%	
2008 G.O.D.S. Fund	250	250	666,500	666,625	1,332,750	N/A	
2009 G.O.D.S. Fund	250	250	756,500	1,503,429	1,514,360	99.3%	
TOTAL DEBT SERV. FUNDS	750	750	4,175,810	19,579,743	9,545,830	205.1%	83.3%

OPERATING REPORT SUMMARY
EXPENDITURES
October 31, 2011

	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>		<u>ANNUAL BUDGET</u>	<u>%</u>	<u>BENCH-MARK</u>
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>BUDGET</u>	<u>ACTUAL</u>			
Central Road Corridor Improvement	20,833	-	208,333	-	250,000	0.0%	
Hoffman Blvd Bridge Maintenance	250	2,500	2,500	2,500	3,000	83.3%	
Traffic Improvement Fund	51,333	6,535	513,333	88,105	616,000	14.3%	
EDA Series 1991 Project	132,585	2,680	1,325,850	52,592	1,591,020	3.3%	
Central Area Rd. Impr. Imp. Fee	8,333	-	83,333	-	100,000	0.0%	
2008 Capital Project	-	-	-	3,726	-	N/A	
2009 Capital Project	207,900	207,901	1,769,500	2,284,292	1,805,000	126.6%	
Western Area Rd Improve Imp. Fee	25,000	-	250,000	17,484	300,000	5.8%	
Capital Improvements Fund	431,400	431,465	2,317,230	2,319,027	9,334,120	24.8%	
Capital Vehicle & Equipment Fund	62,600	-	544,042	440,311	554,500	79.4%	
Capital Replacement Fund	2,800	2,816	24,800	24,918	291,520	8.5%	
TOTAL CAP. PROJECT FUNDS	943,035	653,898	7,038,922	5,232,955	14,845,160	35.3%	83.3%
Police Pension Fund	236,575	246,296	2,365,751	2,604,505	2,838,901	91.7%	
Fire Pension Fund	263,755	254,083	2,637,553	2,574,320	3,165,063	81.3%	
TOTAL TRUST FUNDS	500,330	500,379	5,003,303	5,178,824	6,003,964	86.3%	83.3%
TOTAL ALL FUNDS	7,585,850	6,347,815	79,814,766	84,664,232	107,866,662	78.5%	83.3%

Village of Hoffman Estates **Information Systems** Department

2011 OCTOBER MONTHLY REPORT

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SPS Monthly Review

ASP Implementation

During October, we worked with SunGard to define what changes needed to be made to the CommunityPLUS model so that we will be able to rewrite the reports we have in Impromptu. They began work on the new model. There are approximately 1,900 reports in network directories that have been used since 2007, 400 of those have been changed in some way in the past year, representing 20% of the total. Those are the reports we will be concentrating on analyzing and rewriting, if needed. We have already begun rewriting the regularly-used reports.

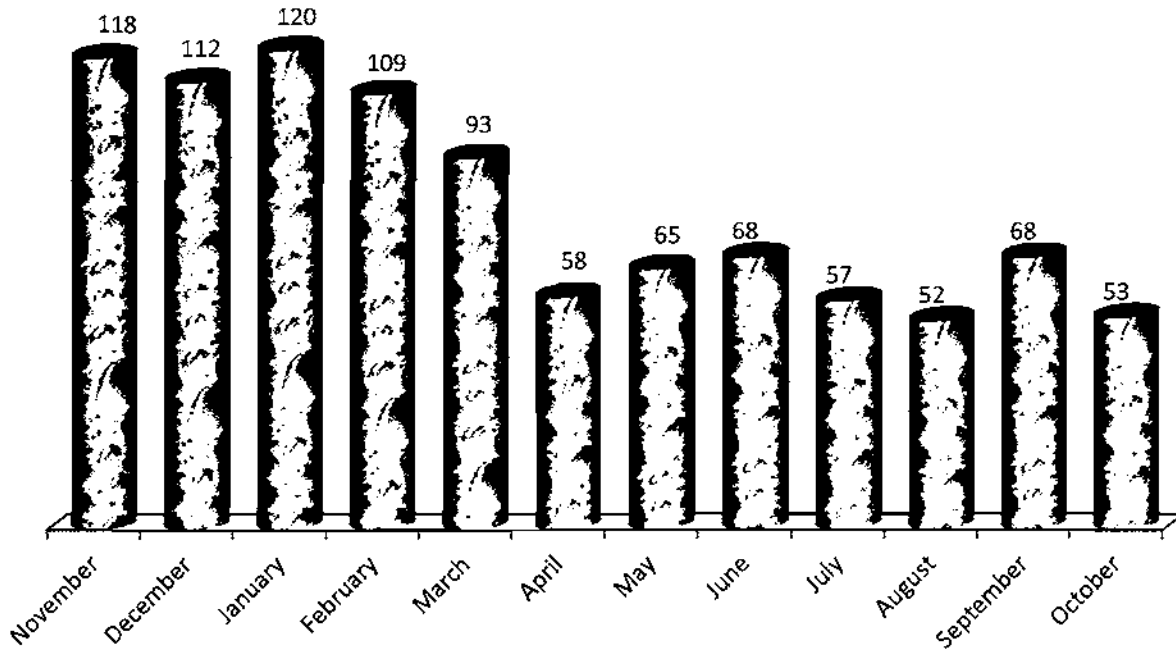
Miscellaneous

- Completed Budget Narratives for the 2012 Budget and 3rd Quarter Performance Measures.
- Created Cognos Form Letter for mailing on the Sears EDA to Hoffman businesses.
- Extracted business addresses the businesses in the West Area for Development Services.
- Added new fields to Business Licensing for entry of the Business Fax Number and for Identity Theft Training in the Employee Information Miscellaneous Info window.
- Set up the necessary Statutes, Violation Codes and Revenue Code for the newly instituted Vehicle Immobilization Fee.
- Worked with APS and village staff to help resolve the issues occurring in APS software in which ticket numbers are being reused and skipped. Also, the problem with the ticket csv files not being uploaded to the server still exists. I was able to retrieve one batch file by running the process manually so that SunGard could begin testing the custom with some actual data.
- After receiving approval from the Village Board, the expiration date of the current license year's Pet Licenses was moved from April 30, 2012 to October 31, 2012. All paid licenses were updated and the profile was updated to have new licenses expire on the new date. A report of unpaid and active licenses was provided to the Front Counter Supervisor for resolution.

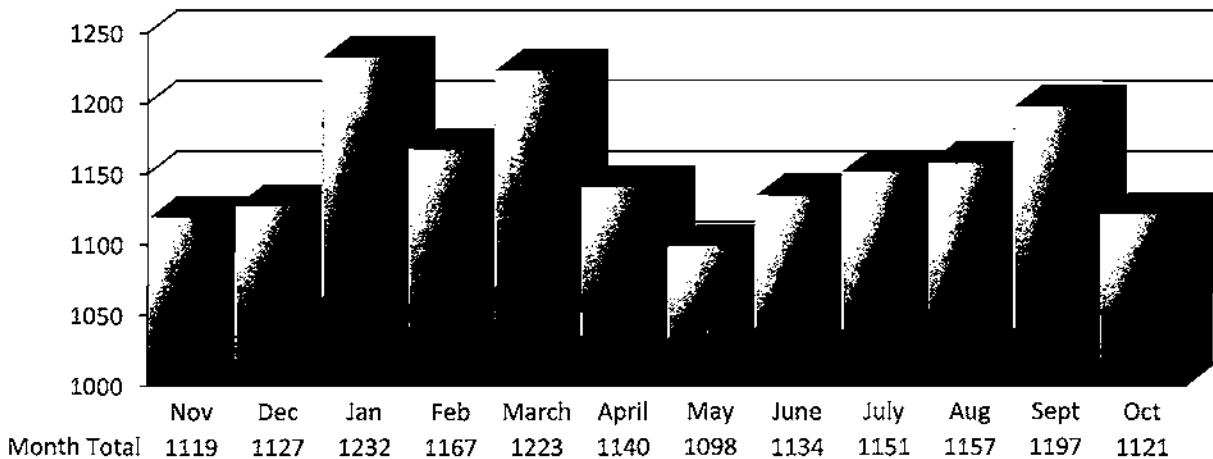
eGovPLUS

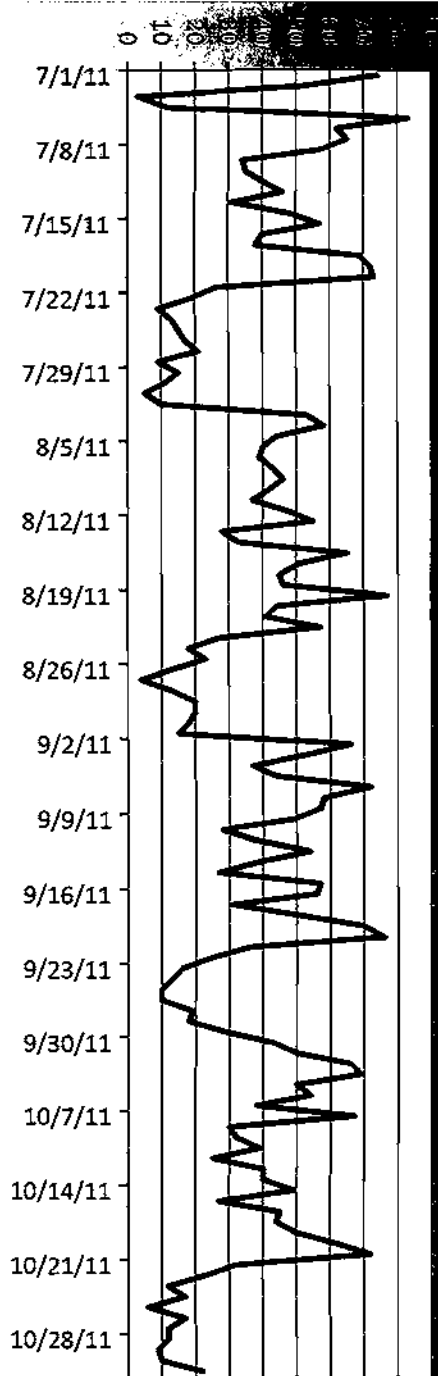
Since launching eGovPLUS at the end of May 2010, 2,849 Utility billing eGov accounts have been activated. We currently have 2,659 active eGov accounts, and the activation of 53 accounts in October follows the trend in the number of new accounts each month.

New Users by Month



eGov UB Payments by Month





Technical Support Hardware & Software Activities

Project – Public Safety Wireless

The main router needed for the wireless cards being installed in our server room. Verizon Wireless engineers worked on their end and completed the secure connection. While a total of 35 wireless cards were delivered the testing process began with one car. Patrol Car 18, a CF 30 had card installed as a beta test. The officer assigned that car/laptop combination is able to use test the full spectrum of the cards network capabilities from anywhere in the village. Once the test phase has been completed and any bugs worked out the remainder of the cards will be deployed on a scheduled basis.

User Group Meeting

The IS Department hosted the user group meeting. Department attendance included Jeff Jorian from Fire, Beth Skowronski from Public Works and Karan Karaffa from the clerk's office. The primary topic of discussion was the upcoming upgrade from Office 2007 to Office 2010. A short demonstration of the new Office product was included and attendees were informed as to the timing of the rollout as well as the availability of instructional classes.

Project – Software upgrade

The IS Department made a decision to replace McAfee ePolicy Orchestrator with Microsoft's Forefront Endpoint Protection 2010. While the McAfee product was solid in its own right, over the years McAfee ePolicy Orchestrator became a drain on local system resources. Research and testing of Forefront showed that it provided the same management tools McAfee did but with a significant savings in system resources as well as money. Whereas there was a yearly renewal fee for the McAfee product, Forefront is included with our Microsoft Enterprise Agreement.

Technical Meeting – NWCD

ISDEPT staff attended the bi-weekly meeting at Northwest Central Dispatch Center. Topics for discussion included:

-Time frame for the new CAD rollout was discussed

1. November is the cutoff for development and the start of training.
2. December is the ironing out phase.
3. January is train the trainer.
4. March is Go-Live

-There will be a letter going out to all of the agencies stipulating a timeline for individual department rollouts and turn-ups.

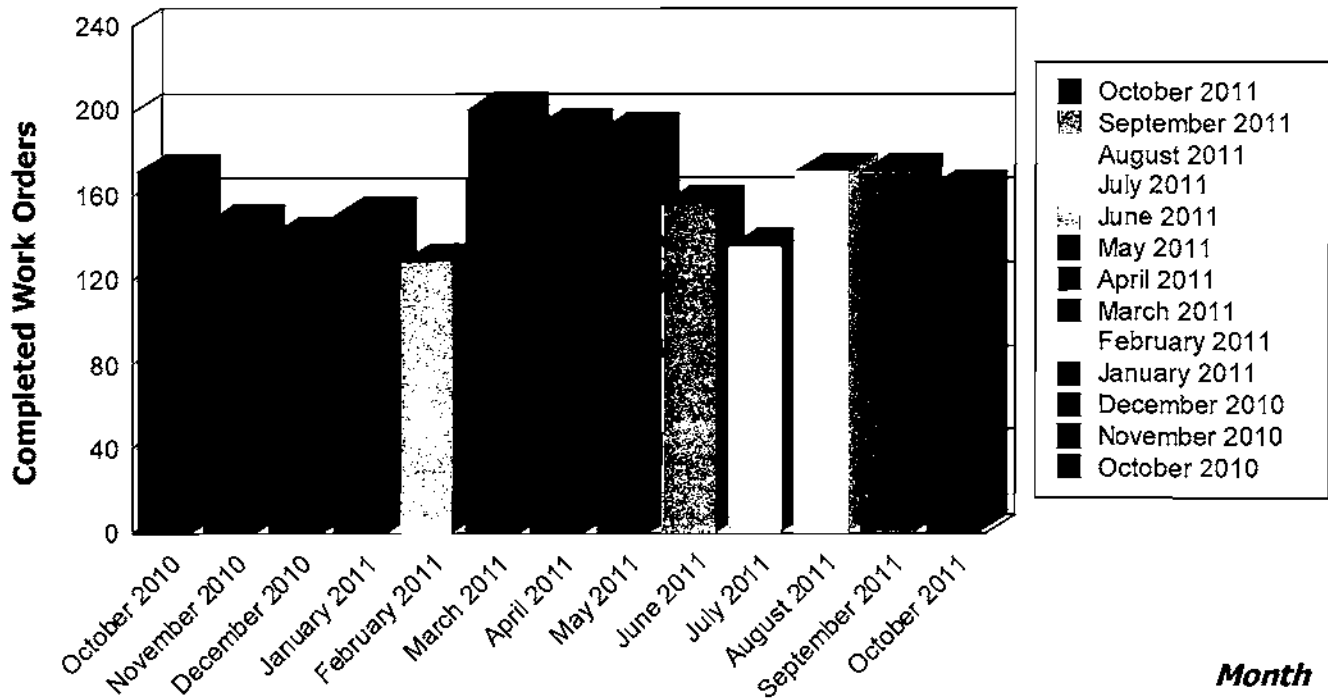
-Automatic Vehicle Locator (GPS) was purchased as a package for all agencies HOWEVER agencies are responsible for the purchase of the hardware to make AVL work.

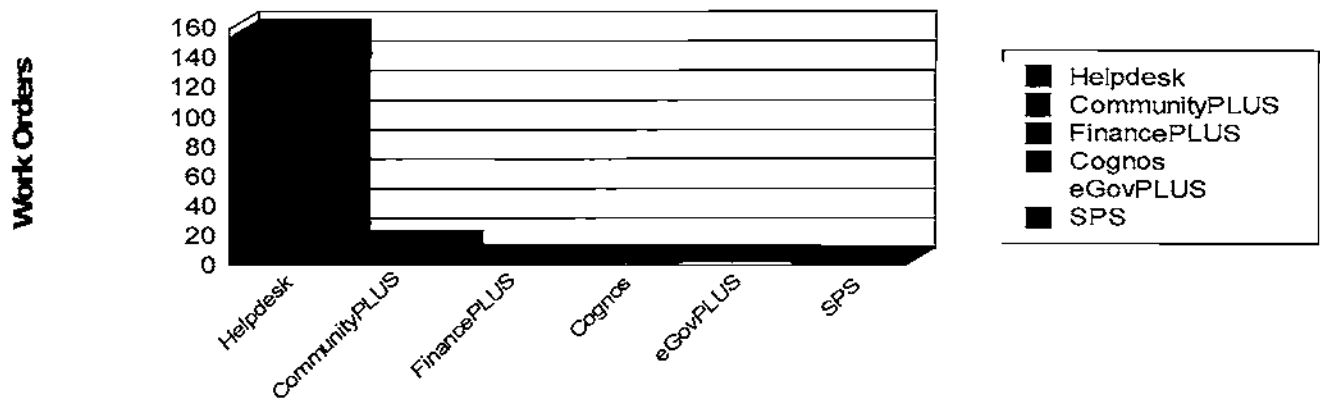
-The new version of Radio IP that came out in July was found to have several flaws in it, most notably was its disconnection from the VRM. They are therefore moving to another product called MultiP which should resolve a number of the issues at hand. MultiP is also Windows7 compliant.

-Motorola gave a 30 minute presentation on their new radio product line.

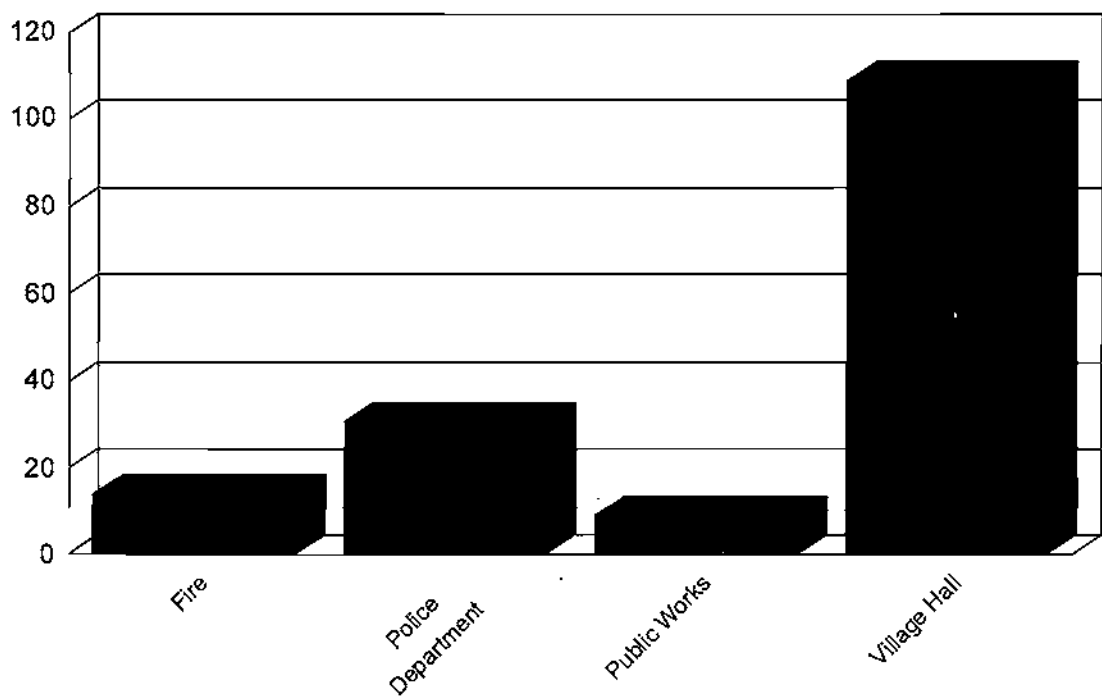
Total Work Orders by Priority by Month

Month	10/2011
1 - Urgent	41
2 - High	55
3 - Medium	21
4 - Normal	35
Project	4
Scheduled Event	11
Vendor intervention required	8
Total for Month	175





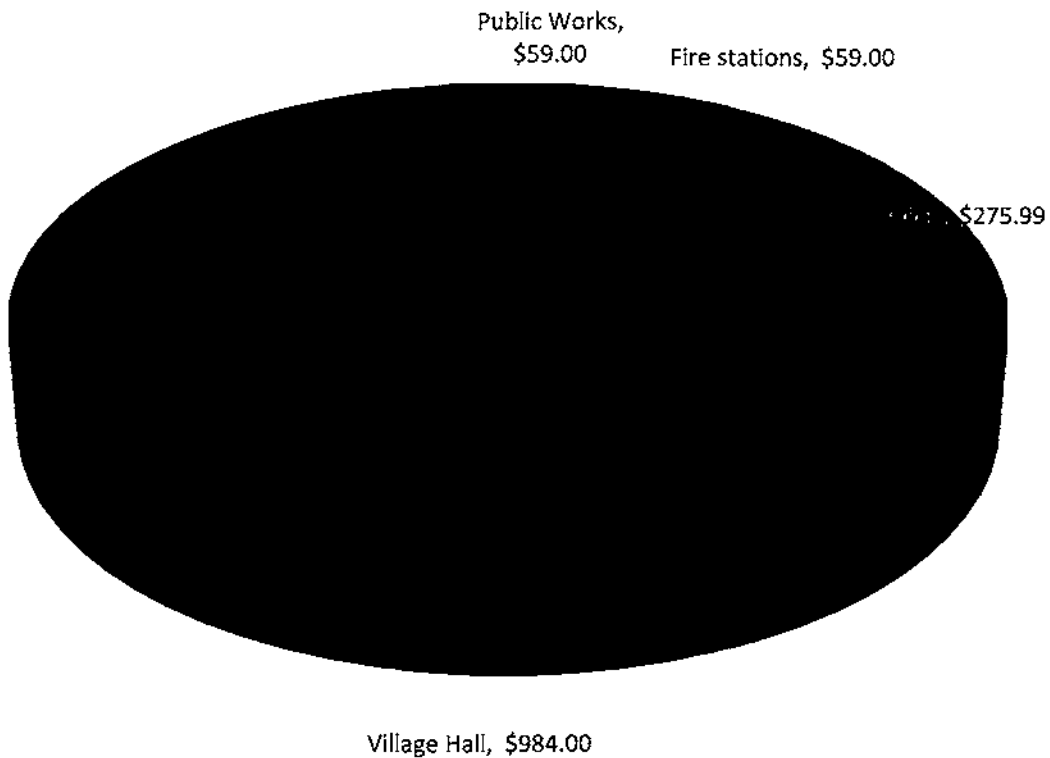
Type



Toner Usage by Department

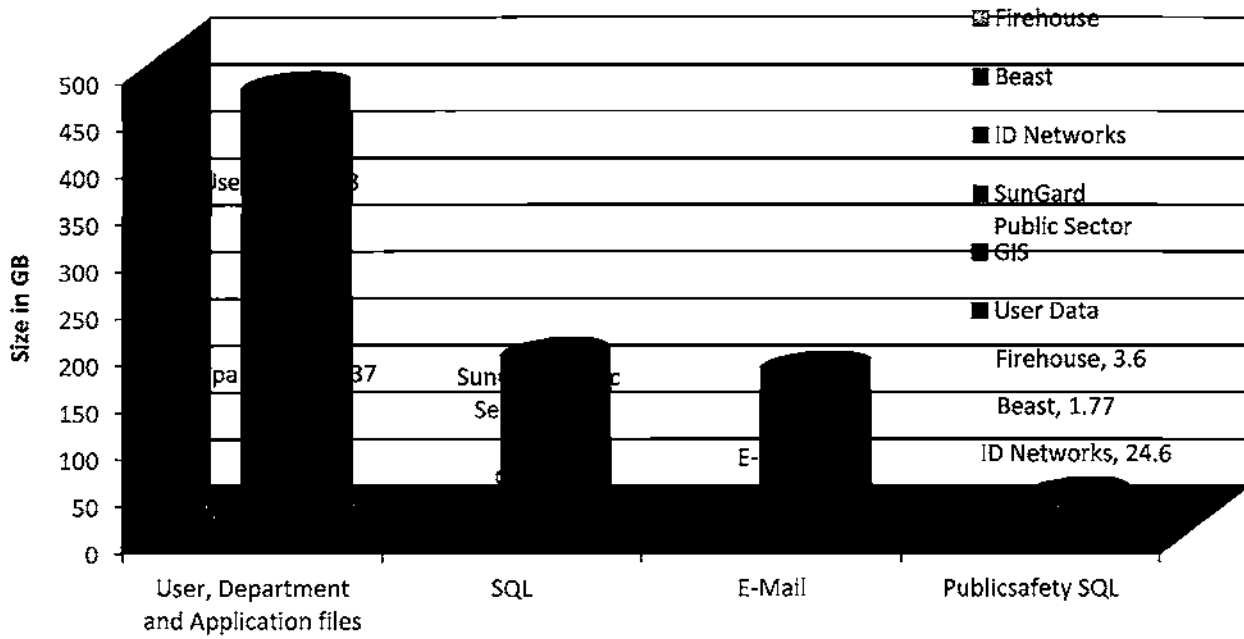
The following chart shows the toner usage for the month of October, 2011. The cost of toner usage totals approximately \$1377.99 for the period. The cost associated with these replaced toner cartridges is displayed below by geographical location:

Amount spent on toner by location



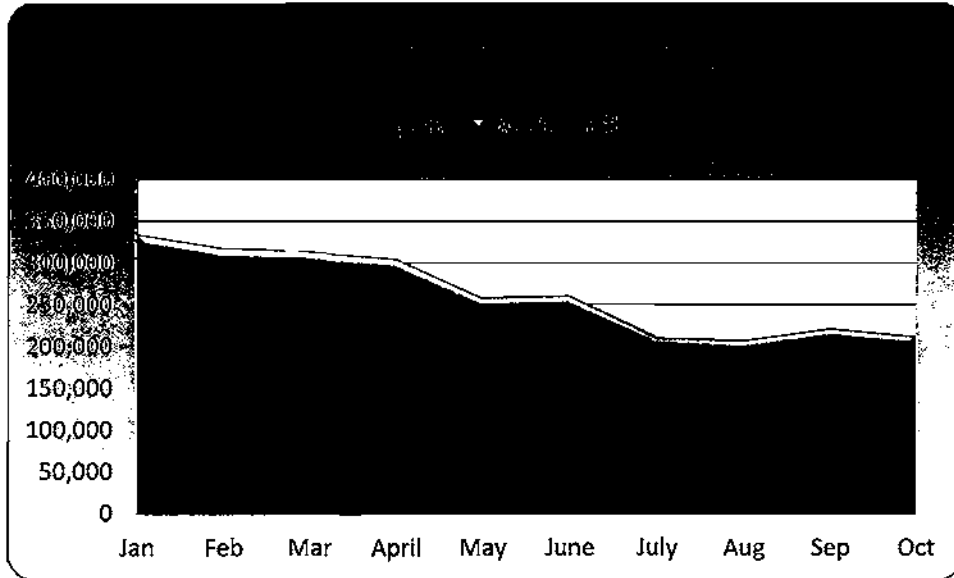
System and Data Functions

Disk Usage

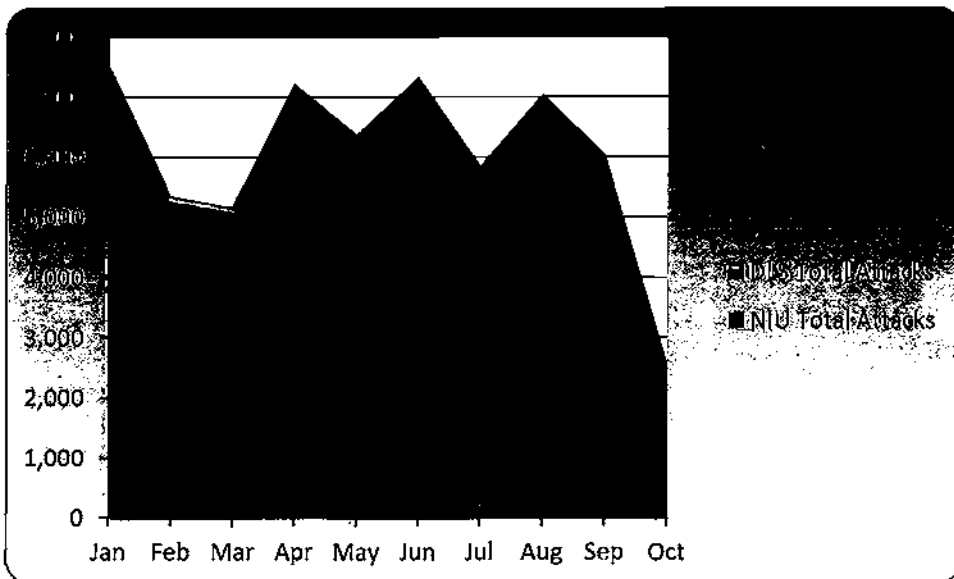


Virus and Spam Report

Email: For the month of October, our barracuda anti spam and virus filter has blocked more than 150,000 of unsolicited emails from entering our email system.



Internet Security: The Village of Hoffman Estates has 2 Sentinel Security devices that monitor all incoming and outgoing internet traffic looking for possible intruders trying to gain access on our computer network. These devices blocked over 2500 attacks for the month.



Internet Traffic Analysis for Hoffman Estates

System: Village-of-Hoffman-Estates

Description: Village-of-Hoffman-Estates

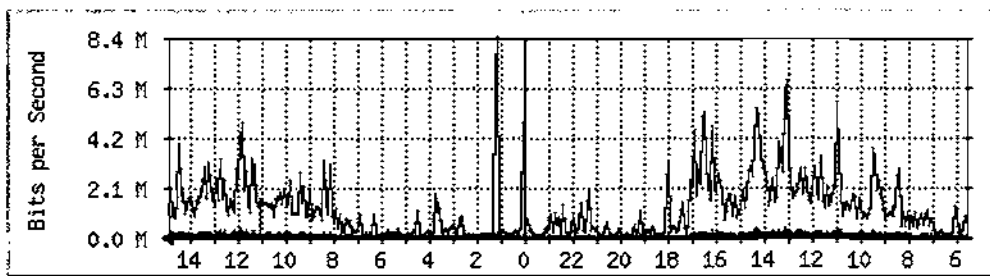
ifType: ethernetCsmacd (6)

ifName: Gi1/0/5

Max Speed: 40 Mbits/s

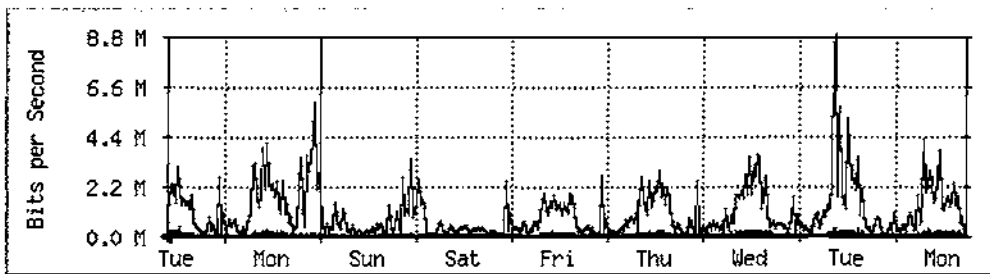
The statistics were last updated Tuesday, 1 November 2011 at 14:55, at which time 'HE00126-C-S.eng.niu.edu' had been up for 21 days, 7:22:11.

Daily Graph (5 Minute Average)



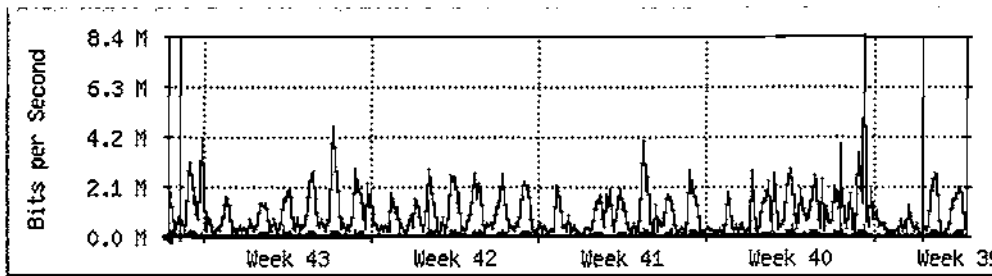
	Max	Average	Current
In	1449.9 kb/s (1.4%)	109.6 kb/s (0.1%)	119.3 kb/s (0.1%)
Out	8367.1 kb/s (8.4%)	1151.2 kb/s (1.2%)	1958.1 kb/s (2.0%)

Weekly Graph (30 Minute Average)



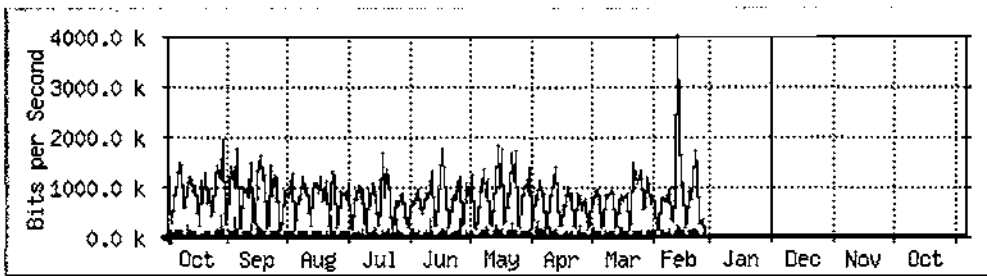
	Max	Average	Current
In	1529.6 kb/s (1.5%)	85.4 kb/s (0.1%)	173.6 kb/s (0.2%)
Out	8769.8 kb/s (8.8%)	973.3 kb/s (1.0%)	1857.3 kb/s (1.9%)

Monthly Graph (2 Hour Average)



	Max	Average	Current
In	3795.5 kb/s (3.8%)	90.0 kb/s (0.1%)	268.9 kb/s (0.3%)
Out	8375.6 kb/s (8.4%)	903.3 kb/s (0.9%)	2092.5 kb/s (2.1%)

Yearly Graph (1 Day Average)



	Max	Average	Current
In	416.8 kb/s (0.4%)	89.2 kb/s (0.1%)	108.6 kb/s (0.1%)
Out	3969.8 kb/s (4.0%)	770.6 kb/s (0.8%)	1685.1 kb/s (1.7%)

GREEN ### Incoming Traffic in Bits per Second

BLUE ### Outgoing Traffic in Bits per Second

Gordon F. Eaken, Director of Information Systems

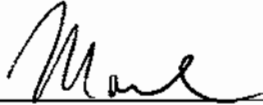
VILLAGE OF HOFFMAN ESTATES

Memo

TO: Finance Committee
FROM: Mark Koplin, Assistant Village Manager-Development Services
RE: OWNER'S REPRESENTATIVE MONTHLY REPORT FOR NOVEMBER
DATE: November 25, 2011

1. Met with George Manias from Front Row Marketing at the opening Express hockey game.
2. Coordinated with Public Works to provide the scissors list for the Express to hang banners prior to their opening game.
3. Worked with the Sisters Cities Commission to provide tickets for the opening Express hockey game, as well as a tour of the Sears Centre Arena, and in particular, the food service area.
4. Coordinated provision of PCMS electronic signs for the Express opening game.
5. Traffic and parking coordination for the Zac Brown concert on November 18.
6. Coordination with Global Spectrum and Levy regarding lines at the concession stands for the Express games (in particular, Friday night "dollar" nights).
7. Discussions with Ben Gibbs regarding efforts to create an attractive and successful "game day" experience during Chicago Express games.
8. The Pacific Fiesta concession stand upgrades was completed prior to the first hockey game.
9. Continued discussions and refinements regarding the proposed 2012 budget. Also worked on PowerPoint for Finance Committee presentation.
10. Continued work on SCA CIP projects, including prioritizing and justifying.
11. Conducted weekly meetings with Ben Gibbs to discuss bookings, holds, and operational items.
12. Continued coordination with Public Works and SCA staff to activate additional ADT alarms on perimeter doors. ADT's proposal includes motion detectors to insure surveillance, and adding key pads/swipe pads at several additional doors.

13. Ongoing tabulation of hours expended monthly by Village staff related to the SCA.
14. The Village responded with comments on the draft agreement submitted by American Tower to install a "DAS System" to allow multiple cell phone companies to enter into leases to boost the internal service at the SCA for their customers. This proposal will be scheduled for a future Finance Committee meeting.



Mark Koplin
Assistant Village Manager
Department of Development Services

Attachments

MAK/kr

cc: J. Norris
M. DuCharme
Ben Gibbs (Global Spectrum)

Sears Centre Arena General Manager Update

Event Highlights	Notes
Oct 22 - Hockey Opener Oct 23 - Hockey Oct 28 - Hockey Oct 29 - Hockey Nov 1 - Hockey Nov 6 - Spirit Spectacular Nov 9 - Robert Morris Basketball Nov 11 - Hockey Nov 13 - Hockey Nov 16 - Hockey Nov 18 - Zac Brown Band Nov 19 - Hockey Nov 23 - Robert Morris Basketball Nov 25/26 - Chicago Invitational	In general, hockey has been successful, growing overall business and the team is winning at home. Profitable event, generated more revenue than last year Excellent event - very profitable Biggest Crowd in building history, generated over \$100,000 in profit TBD TBD
Confirmed	
Other Confirmed Events	XFO MMA (Dec), IRCA Cheerleading (Dec), High School Hoop Classic (Jan), Arenacross (Jan), PCB (Feb), Cirque (Feb), Monster Nationals (March), Great Lakes Cheer (March), Circus (April), Dare 2 Share (April), Chicago Express Hockey (Various dates), Big Ten Women's Tournament (2013 & 2015)
Long Term Projects	
ECHL Hockey Support	Supporting hockey including PR campaign, media buy, in-arena entertainment (TrakTown, Graffiti Alley, Hometown Hall of Fame).
Premium Suite Sales Campaign	Suite sales have exceeded expectation. Annual suite sales may reach 10 by Dec 31.
Big Ten Tournament Planning	Tournament selected dates for 2013. Scheduled next meeting for December.
Levy Restaurants - Innovation Follow Up	Renovation for south concourse concession stand complete.
Finance Department	
General	Finance department submitted August financials. Currently ahead of budget by \$768,504 as of Sept (October financials expected to be completed this week)
Monthly Financial Statement	Building Event Revenue YTD: \$1,631,989 Building Sponsor/Other Revenue YTD: \$269,913 Building Expense YTD: \$1,669,602 vs. YTD Budget (\$1,720,199) Building Income YTD: \$259,300 vs. YTD Budget (\$512,201)
Operations Department	
General	n/a
Positions to Fill	N/A
Third Party Providers	Andy Frain conducted customer service training on October 26
Village Support	
Events Department	
General	NA
Marketing Department	
General	Working on Cirque, bull riding, Monster Truck, Motocross, Chicago Invitational, Premium luxury suite campaign and Chicago Express.
Community Events	Working on community skate event in December
Group Sales Department	
General	Assisting hockey team with group sales. Also working on all events mentioned above in marketing section. Deployed 25,000 direct mail pieces to all local Wisconsin alumni.
Box Office Department	
General	Hired new Assistant Box Office Manager
Food & Beverage Department	
General	Working on labor template for \$1 beer/\$1 hot dog
Premium Seating Department	
General	sold out zac brown, now concentrating on Cirque.
Sponsorship Department	
General	Front Row Marketing Services has generated substantial sales momentum and have closed some major deals including the Kia and McDonald's. Suite sales have also responded with four annual suite purchases in the last month.
Monthly Financial Statement	Corporate Sales: \$164,644 Suite Sales: \$78,817 Logo Sales: \$41,000 Club Seat Sales: \$40,356
General	
Capital Improvements	Included in 2012 budget presentation.



Event Announcement

What: *Dare 2 Share (Christian Youth Conference)*

When:

EVENT SPACE				
Date	Start (incl. Load In)	End (incl. Load Out)	Event Space Description	Event Start Time(s)
4/13/12	8:00AM	9:00PM	Arena	LOAD-IN: 8:00AM DOORS: 6:00PM EVENT START: 7:00PM
4/14/12	6:30AM	11:59PM	Arena	DOORS: 7:30AM EVENT START: 8:30AM

Where: Sears Centre Arena

Tickets: Non-Ticketed

On Sale: Promoter Registration
<http://www.dare2share.org/>

Marketing: Website & Marquee

Parking: \$10

Levy: Concessions – NO ALCOHOL sales

SCA Event Mgr: Erin Sweeney

Event Contact: Angie Gene
Dare 2 Share
Phone: 303-425-1606 xt236 Fax: 303-425-1633
Email: AngieGene@dare2share.org

Notes: Comp: NA



Event Announcement

What: D128 (Libertyville) High School Graduation 2012
When:

EVENT SPACE				
Date	Start (incl. Load In)	End (incl. Load Out)	Event Space Description	Event Start Time(s)
6/01/12	12:00PM	11:59PM	Arena	Faculty Arrive: 12:00PM DOORS: 6:00PM EVENT START: 7:00PM EVENT ENDS: 9:30PM

Where: Sears Centre Arena

Tickets: Non-Ticketed

On Sale: NA

Marketing: Intra-District

Parking: NA

Levy: Concessions

SCA Event Mgr: Erin Sweeney/Ryan Curtis

Event Contact: Sandra Kruckman
Principal's Secretary
PH: 847-327-7002
E: sandra.kruckman@d128.org

Notes: Comp: NA
Lower Level Suite Package NOT available

Published on *WBEZ* (<http://www.wbez.org>)

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Could a ramped-up amusement tax kill Chicago music?

Jim DeRogatis September 27, 2011

Most of the attention paid to Chicago Inspector General Joe Ferguson's recent report on how Chicago might solve its unprecedented budget crisis has focused on dramatic suggestions such as instituting a city income tax like New York, charging tolls for using Lakeshore Drive, starting a London-style "congestion" fee for cars entering the Loop during business hours, and hiking water, sewage, and garbage collection rates.

Needless to say, all of these moves would be politically unpopular. Here's the Trib analysis, here's the Sun-Times, and here's WBEZ.

Buried deep in the report, however, is a suggestion that is much more likely to be adopted by an increasingly desperate mayor and city council, since the only constituency it really hurts—the owners of small independent venues and their music-loving patrons—don't exactly have their political act together to protect their interests, much less secure a seat at the table in any budget showdown.



The Inspector General's proposal could hurt smaller venues like the Empty Bottle. (Flickr/Senor Codo)

Ferguson is suggesting hiking the amusement tax levied on all music and other entertainment events like plays and movies from 5 to 9 percent; eliminating the current exemption for venues under 750 capacity, and dropping the exemption for nonprofit groups. He says that would gain the city more than \$100 million in revenue a year.

The latter provision quite sensibly means that Lollapalooza finally would have to pay its fair share (Walmart on the Lake has been dodging its \$1 million-plus tax bill by partnering with the nonprofit Parkways Foundation). But then other much more laudable efforts such as benefit concerts or performances also would lose a chunk of the money they raise for good

causes to the tax man.

More importantly, suddenly sacrificing 9 percent of an evening's take at the door could be fatal, given already razor-thin profit margins, to small clubs such as Schubas, Lincoln Hall,

the Empty Bottle, the Bottom Lounge, Reggie's, Pancho's, the Hideout, Double Door, Subterranean, Martyr's, the Green Mill, and many, many others. At the very least, to stay in business, venues such as these might have to pass the added cost on to concertgoers—raising the price of a \$12 cover to \$13.08, or a \$15 ticket to 16.35.

It might not sound like a lot on a per-show basis. But it adds up.

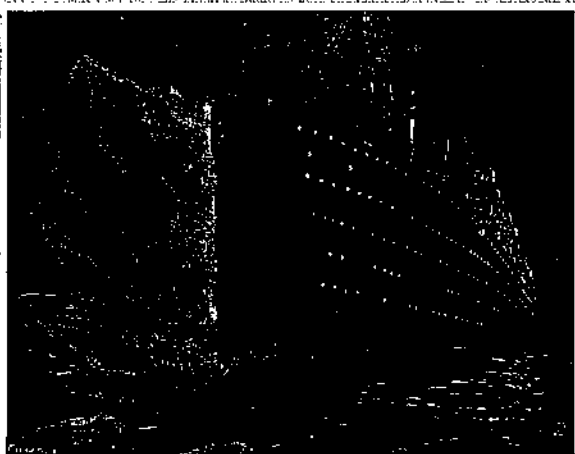
The report weighs the pros and cons thusly:

Proponents might argue that the various exemptions in the present amusement tax favor certain amusements over another for no rational reason. Additionally, some of the largest beneficiaries of these exemptions (the Lyric Opera, the Chicago Symphony Orchestra, etc.) serve, on average, patrons that are wealthier than average City residents.

Opponents might argue that there is a good public policy reason for each of these exemptions. Imposing taxes on health and sports clubs would raise the cost of these activities, which would in turn make City residents less likely to visit health and sports clubs, thereby reducing their physical fitness. Others might argue that smaller music clubs and theaters need the tax exemption in order to compete with larger venues and this is why the amusement tax was eliminated for small venues in 1998.

Further, they might argue that live cultural performances add civic value and therefore should receive a tax preference. Lastly, a general increase in the amusement tax will drive up prices meaning people will be more likely to attend events in the suburbs.

Ferguson got the last part right—music lovers will be hit in their wallets—but he doesn't consider whether or not this might make the difference for some struggling venues to survive at all amid tough competition from other clubs and giant fests such as Lollapalooza, on top of dire economic times that are reducing everyone's entertainment budgets, and the overall hefty price of just doing business as usual in Chicago.



The report is spot-on, though, in criticizing Lollapalooza's tax exemption. In fact, it uses language that could well have been taken from many of this blog's reports on the issue ([this one included](#)). To wit:

The City currently imposes a five percent tax on all "live theatrical, live musical or other live cultural performances that take place in any auditorium, theater or other space in the city whose maximum capacity, including all balconies and other sections, is more than 750 persons."

However, under the Park District's agreement with the company that produces Lollapalooza, a three-day music festival held in Grant Park that attracted

270,000 attendees in 2011, ticket sales for the festival are not subject to the City's amusement tax. Instead, the company gives the Parkways Foundation, a foundation that raises private funds for the Park District, 10.25 percent of its profits and pays for any damage the festival causes to Grant Park.

Under this option, the City would impose the amusement tax on all Lollapalooza ticket sales. In 2010, Lollapalooza reported gross ticket sales of \$20 million with an attendance of 240,000. Assuming that gross sales grow proportionally with attendees, in 2011, Lollapalooza's 270,000 attendees accounted for \$22.5 million in ticket sales. Assuming ticket sales stay at that level in future years; applying the amusement tax to Lollapalooza would generate \$1.1 million annually.

To be certain, the report makes for dry reading, and the budget crisis may not be nearly as much fun for local music lovers to consider as, say, the merits of the new Wilco album. But as the watchman on the Titanic said—entirely too late, as it turned out—"Captain, there's an iceberg looming dead ahead!" And it's one from which the Chicago music scene may very much want to steer clear.

Source URL: <http://www.wbez.org/blog/jim-derogatis/2011-09-27/could-ramped-amusement-tax-kill-chicago-music-92521>

Links:

- [1] <http://chicagoinspectorgeneral.org/publications-and-press/2011-budget-options/>
- [2] <http://www.chicagotribune.com/news/local/ct-met-city-budget-options-20110927,0,4796874.story>
- [3] <http://www.suntimes.com/news/metro/7892293-418/a-36pt-hed-in-here-a-36pt-hed-in-here.html>
- [4] <http://www.wbez.org/.../story/watchdog-budget-options-tolls-lsd-city-income-tax-privatized-garbage-92482>
- [5] <http://www.wbez.org/blog/jim-derogatis/2011-08-01/does-lollapalooza-hurt-chicago-89911>