

We're here to help.

This Service Description is part of the Treasury Services Master Agreement (the "*Master Agreement*") currently in effect between you and BMO Harris Bank N.A. ("*we*" or "*us*" and "*our*"). This Service Description is part of the Master Agreement, and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including any User Guide and set-up form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

### 1. Service.

The Sweep to Loan and Money Market Mutual Fund Service for commercial customers (the "*Service*") allows you to link your Accounts with us to a commercial loan facility with us or with a designated affiliate of ours and to permit you to additionally link your Accounts to a money market mutual fund you select from those made available through us for the Service.

### 2. Definitions.

In this Service Description the following terms have the meaning indicated:

"*Account*" means the deposit account or accounts with us that you designate for the Service.

"*Available Balance*" means the funds in the Account which are available for immediate withdrawal based on our Funds Availability Policy.

"*Business Day*" means any day on which we are open for business at our main office at 111 West Monroe Street, Chicago, Illinois and, as applicable, which is also a "*Business Day*" as defined in the Loan Facility and a day on which the Fund is open for business (see the Fund's prospectus for more information).

"*Fund*" means the money market mutual fund that you select for the investment portion of this Service.

"*Loan Facility*" means the commercial loan facility which may be established by us or a designated affiliate of ours for your use and linked to an Account for purposes of the Service, subject in all cases to (i) the amount of credit available thereunder and (ii) all other terms and conditions thereof.

"*Omnibus Deposit Account*" means the omnibus deposit account at BMO Harris Bank N.A. into which funds are swept prior to purchasing Shares of your selected Fund.

"*Paydown Target Amount*" means the dollar amount that you designate as the "Paydown Target Amount" for an Account to effect payment on the Loan Facility and/or sweep to the Fund.

"*Shares*" means shares of a Fund acquired as part of the Service.

### 3. Sweep Service.

At the close of each Business Day, we will determine the Available Balance in each Account and effect one or more sweep transactions as follows and in the following order:

(a) If the Available Balance in the Account exceeds the Account's Paydown Target Amount, we will sweep the amount in excess of the Paydown Target Amount out of the Account to pay down the outstanding loan balance under the Loan Facility.

(b) If the Available Balance in the Account exceeds the Account's Paydown Target Amount and there is no outstanding loan balance under the Loan Facility, we will sweep the amount in excess of the Paydown Target Amount out of the Account to the Fund. We will transfer the excess amount from the Account to the Omnibus Deposit Account that same Business Day and use the funds in the Omnibus Deposit Account to purchase Shares of the selected Fund on your behalf on the next Business Day. If for any reason the Fund you designate is unavailable, we will notify you and will not purchase Shares until you designate another Fund. Dividends on Shares are accrued daily and paid monthly by the Fund. Dividends on your Shares which we receive on your behalf from the Fund will be credited to the Account. Share transactions will be reported in your regular monthly statement for the Account and will be deemed final and conclusive unless you object in writing within thirty (30) days after receipt.

(c) If the Available Balance in the Account is less than zero, we will cause Shares to be redeemed on your behalf in an amount sufficient to restore the Available Balance in the Account to zero and the proceeds of the redemption will be swept back to the Account. We will use reasonable efforts to restore the balance in the Account to zero by provisionally crediting the Account that Business Day and redeeming the requisite available Shares of the Fund on the next Business Day.

(d) In the event the Available Balance in the Account is less than zero and any Shares you own of the Fund are not sufficient to restore the Available Balance in the Account to zero, we will cause all remaining Shares to be redeemed on your behalf and sweep the proceeds of the redemption back to the Account, and then draw loans under the Loan Facility on your behalf in an amount sufficient to restore the Available Balance in the Account to zero in increments permitted by the Loan Facility. If the amount available under the Loan Facility is not sufficient to restore the Available Balance in the Account to zero, we may, in our discretion, draw loans under the Loan Facility on your behalf in the maximum amount available under the terms of the Loan Facility, or we may not draw any loans under the Loan Facility. All loans drawn from the Loan Facility under this Service may be subject to a minimum amount as we may establish from time to time (or as may be required by the Loan Facility), and are subject to the terms and conditions of the agreements governing the Loan Facility. You understand that the lender (*i.e.*, us or our affiliates, as applicable) may, subject to the terms of the Loan Facility, at any time, elect not to make any advance to you, or terminate the Loan Facility. In the event of such suspension or termination of the Loan Facility and our ability to otherwise obtain automated loan advances, we may suspend or terminate the Service immediately and you are responsible for promptly transferring immediately available funds to the Account to pay any overdraft in the Account. Nothing contained in this Service Description obligates us or any of our affiliates to extend credit to you to cover a deficiency in the Account. You shall at all times remain responsible for monitoring the balance in the Account and under the Loan Facility.

#### **4. Applicable Rules and Regulations.**

All Fund transactions are subject to the rules and regulations of the exchange or market where executed, any applicable federal or state laws, rules, and regulations, and any minimum transaction amounts the Fund may require.

#### **5. Changes to Fund Selection and Paydown Target Amount.**

You may change your Fund selection and the Paydown Target Amount by giving us written notice of the change; *provided*, that we shall have a reasonable amount of time to act on any such change.

#### **6. Your Agent; Authorizations.**

You authorize and appoint us as your agent to debit and credit your Account, purchase, sell, and redeem Shares in the Fund, and draw loans under the Loan Facility on your behalf as provided in this Service Description. You also authorize us to take any other actions which we believe are necessary in connection with the Service. We may appoint sub-agents in our discretion. We will vote the Shares only if and as

directed by you. You also agree that this Service Description shall be deemed your standing instruction and authorization for us or our affiliate that established the Loan Facility to automatically initiate an advance under the Loan Facility to credit the Account, via intra bank transfer or via ACH, wire or other electronic funds transfer, upon our request under the terms of this Service.

## **7. Limitation on Liability.**

We will use ordinary care in effecting the Service. In addition to the limitations on our liability in the Master Agreement, (1) any liability we may have for failing to make a transfer to a Fund in violation of our obligation to you is limited to the amount of dividends you would have received if we had made the required transfer based on the yield of the Fund during the period that we failed to make the sweep to the Fund, (2) any liability we may have for failing to make a transfer to pay down the outstanding balance under the Loan Facility in violation of our obligation to you is limited to the amount of additional interest you were assessed and actually paid under the Loan Facility for the amount we failed to transfer to pay down the outstanding balance under the Loan Facility and for the time period during which we failed to make the transfer, and (3) any liability we may have for failing to transfer funds to the Account in violation of our obligation to you is limited to the amount of service or overdraft charges assessed due to our failure to transfer funds to the Account. We may choose to pay any compensation due hereunder either in the form of an earnings credit or cash. We shall have no liability under this Service Description if a transfer is not made because a request is denied for any reason by a Fund or us or our affiliate as lender under the Loan Facility. You expressly agree that our affiliates shall have no responsibility and no liability for the performance of the Service or otherwise under the terms of this Service Description.

## **8. Termination.**

In addition to our right to suspend or terminate the Service under Section 3 or under the Master Agreement, the Service will automatically terminate upon closing of the Account or the Loan Facility for any reason; if any affiliate which has extended the Loan Facility is no longer an affiliate of ours; if such affiliate no longer uses us to provide servicing to the Loan Facility; or if we are otherwise obligated to transfer the funds under the terms of an agreement entered into by parties including us and you. Either of us may terminate the Service at any time by written notice to the other as provided in the Master Agreement. In the event of termination, we will promptly liquidate all of your Shares and deposit the proceeds to the Account or forward them to you. Unpaid dividends on your Shares accrued prior to termination will be paid to you when received from the Fund.

## **9. Investor Acknowledgments.**

You acknowledge and agree that (a) you received a current prospectus for the selected Fund; (b) we have not provided any investment advice to you regarding the Fund and we have made no representation as to the suitability, safety, or appropriateness for you of any Fund; (c) we are acting solely as your agent in purchasing, selling, and redeeming Shares on your behalf; (d) if the Fund you select is a BMO Money Market Fund, our affiliate provides investment advisory and other services to the Fund and we provide custodial and other services to the Fund, and we and our affiliate receive fees for these services as disclosed in the Fund prospectus; (e) investment return will fluctuate and although each Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in a Fund; (f) past performance of any Fund is not a guaranty of future results; (g) all Fund investments are made at your own risk and are without recourse to us and we are not responsible for any losses related to your investment in the Shares; (h) the records of the Fund will show that Shares purchased under this Service are held in our name, and not in your name, while our records will show your beneficial ownership of Shares of the selected Fund; and (i) the Fund may pay compensation to us for shareholder accounting and other administrative services we provide in connection with offering the Service.

**SHARES ARE NOT INSURED BY THE FDIC OR ANY OTHER GOVERNMENTAL AGENCY. SHARES DO NOT REPRESENT DEPOSITS WITH OR ANY OTHER OBLIGATION OF OURS, OUR AFFILIATES, OR ANY OTHER BANKS OR THIRD-PARTIES, AND ARE NOT GUARANTEED BY US OR OUR**

**AFFILIATES OR ANY OTHER BANKS OR THIRD-PARTIES. SHARES ARE SUBJECT TO INVESTMENT RISKS INCLUDING POSSIBLE LOSS OF THE AMOUNT INVESTED.**

**THE FDIC REQUIRES US TO INFORM OUR CUSTOMERS ABOUT INSURANCE COVERAGE FOR SWEEP ACCOUNTS:**

**FOR ACCOUNTS THAT HAVE A SWEEP TO A MONEY MARKET MUTUAL FUND (“MMM”):**

- 1) THE FUNDS SWEEPED FROM THE ACCOUNT TO THE OMNIBUS DEPOSIT ACCOUNT ARE NOT INVESTED IN THE MMM UNTIL THE NEXT BUSINESS DAY AND ARE CONSIDERED DEPOSITS UNTIL THEY LEAVE THE BANK;**
- 2) THE FUNDS IN THE ACCOUNT AND THE FUNDS IN THE OMNIBUS DEPOSIT ACCOUNT ARE INSURED BY THE FDIC UNDER APPLICABLE DEPOSIT INSURANCE RULES AND LIMITS;**
- 3) FUNDS WHICH HAVE LEFT THE BANK TO BE USED TO PURCHASE SHARES OF THE MMM ARE NOT DEPOSITS AND ARE NOT INSURED OR GUARANTEED BY THE FDIC; AND**
- 4) IN THE EVENT THE BANK FAILS, THE FDIC WOULD DEEM THE SWEEP TRANSACTION WITH RESPECT TO ANY FUNDS THAT HAVE LEFT THE BANK PRIOR TO FAILURE TO HAVE BEEN COMPLETED AND YOUR SHARES WOULD NOT BE PART OF THE RECEIVERSHIP ESTATE SUBJECT TO THE CLAIMS OF OUR GENERAL CREDITORS.**

**FOR ACCOUNTS THAT HAVE A SWEEP TO LOAN:**

- 1) THE FUNDS SWEEPED FROM THE ACCOUNT TO PAY DOWN A LOAN FACILITY ARE COMPLETED ON THE SAME DAY AND REDUCE THE DEPOSIT BALANCE IN THE ACCOUNT; AND**
- 2) IN THE EVENT THE BANK FAILS, THE FUNDS THAT ARE NOT SWEEPED FROM THE ACCOUNT ARE INSURED BY THE FDIC UNDER APPLICABLE DEPOSIT INSURANCE RULES AND LIMITS.**

## **10. Delays.**

We will not be liable for any delay or failure to effect your sweep of funds between your Account and Loan Facility or Fund due to circumstances or events beyond our reasonable control including disruptions in communications facilities, power, equipment or software failure, any interruption of communication or data processing services or suspension of trading or legal restriction.

## **11. Miscellaneous.**

Any telephone conversations relating to the Service may be recorded at our option to assure accuracy. Texas residents may designate a “representative for notice” to receive notification in the event your Account becomes dormant and at risk for being considered abandoned. Please contact your BMO Harris Bank representative to obtain the forms needed to designate an individual for this purpose.

THIS SERVICES DESCRIPTION HAS BEEN EXECUTED AS PROVIDED IN THE SCHEDULE OF SERVICES FORMING A PART OF THE MASTER AGREEMENT.