

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. Services.

Our Tax Payment Service enables you to initiate tax payments from your BMO Harris Bank N.A. Account to receiving accounts established by the various taxing authorities at other financial institutions through the automated clearing house system ("*ACH*") (the "*Service*"). You can access Tax Payment and initiate entries only through Online Banking for Business ("*OLBB*") Tax Pay module or a touch tone telephone. We will provide this Service to you in accordance with the terms and subject to the conditions of this Service Description and the related Service Documentation.

2. Definitions.

As used in this Service Description: (a) "*Entry Data*" means the instructions, data or other information delivered or transmitted to us by you or on your behalf as provided in this Service Description on which the ACH Entries are based; (b) "*ACH Entry*" or "*ACH Entries*" means the electronic funds transfer disbursements which are originated by you under this Service Description; and (c) "*Rules*" mean the rules of the National Automated Clearing House Association ("*NACHA*"), applicable local ACH rules and regulations, and applicable law and regulations as in effect from time to time.

3. Setup.

Before accessing this Service, you must complete the required setup instructions and Service Documentation including completion of the Tax Payment Enrollment Form. If you wish to access this Service through OLBB you must also sign up for that Service and complete the OLBB setup process. You must maintain at least one demand deposit Account with us for the Services ("*Designated Account*"). You are responsible for the contents of all setup instructions delivered to us on the Service Documentation. We are not responsible for detecting errors contained in any instructions or Entry Data, and we are entitled to rely on the information contained in your instructions.

4. Payment for ACH Entries.

You agree to pay to us the amount of each ACH Entry originated by you by providing immediately available funds in the Designated Account on the settlement date for our Warehouse service or two business days before the settlement date for our Impound service. If you fail to provide sufficient good, collected funds to cover any ACH Entry when required, we may at our option (i) debit any of your other Accounts with us or any of our Affiliates for the amount due for such ACH Entry, or (ii) cancel the tax payment Entry Data or delay processing any tax payment Entry Data until we have been paid in full for such Entry Data, without any liability to us including penalties, interest, late fees or other charges you may incur.

5. Transmittal of ACH Entries and Settlement.

(a) Entry Data must be transmitted or delivered to us in compliance with our transmission requirements and the applicable Security Procedures as described below. You are solely responsible for the accuracy and completeness of all Entry Data delivered to us by or on your behalf. You must provide us with the information necessary to enable us to inform the government agency or entity to be paid of the payment of the tax within the time period required by the rule or regulation requiring such payment. Entry Data received after the established cutoff hours may be treated by us as received on the following Business Day. ACH Entries for tax

payments must be transmitted to us in compliance with this Service Description before the applicable cut off hours at least two business days before the date the payment is due.

- (b) We will transmit ACH Entries to our selected ACH operator before the applicable deadlines, assuming timely and proper delivery of your Entry Data to us prior to our established cut-off times, and settle for those ACH Entries in accordance with applicable Rules and industry practices.
- (c) Except as we may otherwise agree in writing, we may refuse to accept or reject any Entry Data or ACH Entry which is nonconforming or improper under the Rules or our procedures and requirements, or if you do not have or fail to maintain a sufficient balance in the Designated Account. If we reject Entry Data or ACH Entries, we will notify you by phone, electronic transmission, or other reasonable means no later than the Business Day that we would have otherwise transmitted such Entry Data or ACH Entries to our selected ACH operator. However, you agree we will have no liability to you based on our refusal to accept or rejection of any Entry Data or ACH Entries or as a result of the fact such notice was not given at an earlier time.
- (d) You expressly acknowledge and agree that in accordance with the Rules, (i) the payment of a credit ACH Entry by the receiving depository financial institution (a "RDFI") to the receiver of that ACH Entry is provisional until the RDFI receives final settlement for such ACH Entry, and (ii) if such final settlement is not received, the RDFI is entitled to a refund from the receiver of the amount credited and you shall not be deemed to have paid the receiver the amount of that ACH Entry.

6. Description of Receiver and Bank.

You are responsible for the contents of all setup instructions delivered to us and all Entry Data delivered or transmitted to us by you or on your behalf. We are not responsible for detecting errors contained in any setup instructions, Service Documentation or Entry Data, and we are entitled to rely on the information contained in the setup instructions, Service Documentation and Entry Data. We and any RDFI may rely on the identifying number of any bank or bank account specified in any setup instructions, Service Documentation or in any Entry Data, even if that number identifies a person different from the bank, other person or account identified by name.

7. Security Procedures.

- (a) The attached Security Procedures Appendix contains the security procedures that apply to the Service and the Entry Data (including requests for cancellation or amendment of ACH Entries or Entry Data) transmitted or delivered by you or any Vendor or other third party you engage to transmit entries to us on your behalf (the "Security Procedures"). We both agree that the authenticity of the Entry Data issued to us in your name as sender will be verified solely pursuant to the Security Procedures and you agree to comply with the Security Procedures. You authorize us to debit your Accounts and originate ACH Entries on your behalf upon instructions received in accordance with the specified Security Procedures. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, the transmission or content of Entry Data. Any Entry Data delivered or transmitted by you or on your behalf is effective as your funds transfer instruction or Payment Order as defined in Article 4A of the Illinois Uniform Commercial Code, and will be enforceable against you whether or not authorized and regardless of the actual identity of the signer, sender or transmitter, if such Entry Data is received in accordance with the applicable Security Procedures and we accept such Entry Data in good faith. You authorize us to charge your Account and to originate the resulting ACH Entries on your behalf upon Entry Data received in accordance with the Security Procedures. We may use additional procedures to verify or authenticate Entry Data, other than those described in the Security Procedures Appendix and you agree to implement any other reasonable authentication of security procedures established by us in order to further protect your Entry Data.
- (b) If any Entry Data (including any amendment thereto or cancellation thereof), is transmitted or delivered to us in your name other than in compliance with the Security Procedures, and we accept such Entry Data in good faith then you agree to be bound by such Entry Data whether or not authorized, and you will be deemed to have refused the security procedures that we offer and recommend as "commercially reasonable." We have no obligation to accept any Entry Data that is not transmitted or delivered in compliance with the Security Procedures and we will not be liable for any losses, damages or costs suffered by you as a result of (i) our refusal to act upon any Entry Data which has been transmitted or delivered to us other than in accordance with the Security Procedures and other procedures described herein after reasonable efforts to verify the authenticity of such Entry Data have failed, or (ii) our delaying such action until such verification is obtained.

8. Cancellation or Amendment of Entry Data.

You have no right to cancel or amend any Entry Data after it has been received by us. However, to the extent permitted by the Rules, we will use reasonable efforts to act on your request to cancel or amend Entry Data before we transmit the related ACH Entry to our selected ACH processor or, in the case of an On-Us Entry, before debiting or crediting the receiver's account, but we will have no liability if such cancellation or amendment is not effected.

9. Returned ACH Entries.

We will notify you by mail, electronic transmission, phone or other reasonable means of the receipt of a returned ACH Entry no later than one Business Day after the Business Day of receipt. Provided that we have complied with the Rules and the terms of this Service Description in processing such returned ACH Entry, we will have no liability to you based on the return of any ACH Entry or the fact that such notice was not given at an earlier time.

10. Representation and Warranties.

You represent, warrant and covenant that: (a) any Entry Data submitted to us by or on behalf of you in accordance with the terms of this Agreement authorizes us to initiate ACH Entries in accordance with the terms thereof; (b) all Entry Data and resulting ACH Entries, and the origination thereof, complies with this Agreement and all applicable Rules, and all authorizations therefore will be obtained by you before the Entry Data is communicated to us, and (c) all Entry Data is accurate and complete. You shall be deemed to make the same warranties to us with respect to Entry Data and ACH Entries as (i) we are deemed to make under the Rules with respect thereto and (ii) as you would make in connection with items endorsed and deposited to any of its Accounts under the UCC. With respect to On-Us Entries, you shall be deemed to make the same warranties with respect thereto as we are deemed to make under the Rules with respect to ACH Entries that do not constitute On-Us Entries. Each time Entry Data is communicated or delivered by you to us, you reaffirm the representations and warranties set forth in this Section.

11. Compliance with Rules.

You are an "Originator" as defined and described in the Rules and Operating Guidelines. You agree to comply with and be bound by the Rules as in effect from time to time and agree that the Entry Data must comply with the Rules and that all Rules applicable to Entry Data, ACH Entries and the Services described in this Service Description are incorporated herein.

12. Errors.

You must notify us of any error, delay or other problem with any ACH Entry or funds transfers including unauthorized or incorrect transfers or debits as promptly as possible, within any required time parameters required by the Rules or otherwise, and in any case within thirty (30) days of the date you receive notice of the transfer through your Designated Account Statement or otherwise. If you fail to notify us promptly, you reduce our ability to address the error under the Rules and you may be precluded from asserting the error against us. If we are responsible for the error, our sole obligation is to refund to you such amount as is required by law. You are also responsible for responding to notifications of change ("NOC") under the Rules. If you receive an NOC, you must investigate incorrect data and make corrections within six (6) bank business days of receipt of the NOC information or prior to initiating another entry to the customer's account.

13. Delay.

We are not responsible for any delay or failure to effect your Entry Data and ACH Entries due to circumstances beyond our control including disruptions in communications facilities, power or equipment failures and the neglect, action or failure to act of any other bank, intermediary or ACH processor.

14. Limitation of Liability.

(a) Notwithstanding any provisions of this Service Description or the Master Agreement to the contrary, our liability to you for failure to exercise ordinary care resulting in a delay in executing, improper execution, or failure to execute a transaction, ACH Entry or Entry Data hereunder constituting a Payment Order shall be limited to an amount equal to interest losses attributable thereto, however, with respect to services performed hereunder outside the scope of Article 4A of the Illinois Uniform Commercial Code, we shall only be liable as set forth in the Master Agreement, *provided, however*, that to the extent permitted by applicable law, our total liability to you for any and all losses and damages in connection with ACH Entries originated under this Service Description for tax payments is limited to the lesser of your actual damages or an aggregate amount

of \$10,000. We will not be liable or responsible with respect to any other matter, including (i) any investigation or resolution of any issues or disputes between you and any taxing authority, or (ii) any failure to receive, or delay in receiving, proper credit for payments made to any taxing authority as a result of the ACH Entry not conforming to such taxing authority's formatting specifications, provided that we used ordinary care in formatting the Entry Data. We have no obligation to determine your tax liability, initiate or make payments in the absence of instructions or Entry Data or to resolve any issues or disputes between you and any taxing authority.

- (b) In addition to the other indemnities set forth in this Agreement, you agree to indemnify and hold us harmless from and against any and all Claims relating to or arising in connection with (i) your violation of any of your agreements or breach of any of your representations or warranties under the Rules or this Service Description, (ii) the acts or omissions of you or any Vendor or other third party, or (iii) our compliance with or carrying out any request to cancel Entry Data after it has been received by us; provided that you shall not be obligated to indemnify us to the extent such Claims are attributable to our failure to exercise the standard of care set forth in the Master Agreement. This indemnity shall survive termination of the Master Agreement or this Service Description.

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

TAX PAYMENT SERVICE SECURITY PROCEDURES

SERVICE OPERATION SECURITY PROCEDURES

Online Banking for Business and touchtone telephone are the only access methods for this Service. The **Security Procedures** employ an identification code and password. A "Client User Code" and a password are issued for you at the company wide level. We will provide to the person specified by you as your "*Designated Contact*" in the Schedule of Services or other form acceptable to us the confidential User identification codes and passwords from us. The Designated Contact or any other person (or person occupying an office) authorized by your Account Resolution may authorize one or more other persons' Users to facilitate ongoing Service operation including:

- send Entry Data to us,
- call us with any deletions to Entry Data or reversals of ACH Entries, and
- be called by our personnel for Service-related problem resolution.

You can enter the tax payment service either through Online Banking for Business or via a toll-free number. When prompted, enter the Client User Code and password. If these codes are accepted by the system, you have access to the Tax Payment Service.

Any individual who gains access to the Service, using the Client User Codes and passwords, can initiate ACH Entries for any and all of your tax payments. You must control individual access to Client User Codes and passwords. We will conclusively presume that all Entry Data input into the Tax Payment Service system, using such Client User Codes and passwords, has been made by a person authorized to initiate ACH Entries, and we will regard Entry Data input by such a person as being a payment order authorized by you.

CANCELLATION SECURITY PROCEDURES

Deletion or Reversal of ACH Entries: The following Security Procedure is available to instruct us to *delete* ACH Entries not yet released to the ACH, or to *reverse* ACH Entries already completed and released to the ACH. If you wish to perform a deletion or reversal, you must call the Client Services number and we will attempt to reverse or delete the transaction upon your request.

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