



MASTER TREASURY MANAGEMENT AGREEMENT

This Master Treasury Management Agreement ("Agreement") governs the provision of Treasury Management services ("Services") to the undersigned "Customer."

Definitions

Capitalized terms used herein or in any Schedule shall have the meanings given to such terms in the Glossary of the Terms and Conditions. "Fifth Third Bank," "we," "us," or "our" as used herein shall be considered to refer to the Bank Affiliate in whose name this Agreement is accepted. If this Agreement provides for us to provide Customer with Services in connection with an account or other relationship that the Customer has with a Bank Affiliate, then the provisions of this Agreement shall apply to such Services, and any reference to "we" "us" or "our" in this Agreement shall be deemed to refer to the Bank Affiliate, as well as to us.

Requesting Services

Customer desires to obtain certain Services from us as described in either the terms and conditions of the Services ("Terms and Conditions"), or any applicable Bank User manual pertaining to such Service(s). Customer may request an additional Service by submitting to us the appropriate application forms for such Service ("Application Forms"). Customer agrees to provide any information that we reasonably require to enable us to provide the requested Services to Customer.

When Customer submits Application Forms to us, we are entitled to treat it as Customer's authorization to provide the Services to Customer in accordance with the specifications and instructions set forth therein and the Terms and Conditions. Any changes that Customer would like to make to the Application Forms must be made in writing, and such changes shall be effective only after the written requests for such changes are received by us and we have had

a reasonable amount of time to act on them. We may, in our discretion, permit Customer to request a Service through other means. In such event, Customer shall be deemed to have accepted the respective Terms and Conditions relating to such Service if Customer uses such Service, allow others to do so, or makes any payment for such Service.

Fees and Taxes

For a period of three (3) years from the date of execution of this Agreement the Customer agrees to pay the Account Fees set forth on the Fee Schedule attached hereto as **EXHIBIT A** ("Term Pricing"). At the end of the initial three (3) year period, Customer and Bank may mutually agree to extend the Term Pricing for one (1) additional year. After the one year renewal, Customer shall pay for the Services in accordance with the Account Fees for the Service in effect from time to time, a copy of which is available upon request, or as mutually agreed upon by Customer and Bank. In addition, Customer agrees to pay any and all fees and charges not covered under the Term Pricing for any Customer requested special service or handling. Notwithstanding any provision herein to the contrary, we shall not be liable for any taxes attributable to the Services or the agreements contained in this Agreement. We reserve the right to charge interest on any amounts that are not paid within 30 calendar days of the due date. We will apply all credits and payments first to unpaid interest and then to fees and expenses in the order in which they were due.

Use of System

If a Service uses software residing on Customer's personal computer, then we hereby grant to Customer, subject to the terms of this Agreement, a non-exclusive, non-transferable license ("License") to use the System as provided in this Agreement. No title to, ownership interest in or proprietary rights over the System or related materials are granted to Customer by such License, and the System shall remain our exclusive property. Customer agrees to execute and deliver to us such license agreements and other documents as we and/or the vendors of such software may require in order for Customer to use such software, and Customer agrees to comply with all of the terms and conditions of all such license agreements and other documents to which Customer agrees to be

bound. Customer agrees to effect appropriate security measures to safeguard the System from theft, access, use or misuse, damage or destruction by any persons. Customer agrees to treat the System as strictly confidential at all times and hold the same in custody for us. Customer agrees not to, and will use its best effort not to allow any third party to, reproduce, alter, merge, modify, copy, remove, license, market, transfer, give, dispose of or otherwise exploit the System or any component thereof including its software. Further, EXCEPT in response to open records law, Customer shall not make any disclosures concerning the System or any component thereof or documentation relating thereto to any third party, unless required by court order or subpoena, but only after Customer has given us notice of the imminent disclosure as soon as is practicable and in all events with sufficient prior notice to seek a protective order or otherwise to object. Customer is responsible for and assumes the risk of any consequences of the fraudulent, unauthorized or improper use or misuse of the System by Customer or its agents, officers, or employees and for adhering to the security measures that form part of it. Unless otherwise agreed by the parties, Customer shall be responsible for the payment of all costs of installation of any System provided to Customer in connection with the Services, and such costs will be disclosed to Customer in advance by us and mutually agreed upon. Customer shall also be responsible for the selection, installation, maintenance and repair of all hardware and other software required on Customer's premises for the successful operation of the System. We will provide "train the trainer" training to Customer's employees as mutually agreed upon, on how to use the System properly.

Customer Information

In providing the Services, we shall be entitled to rely upon the accuracy of all information and authorizations received from Customer, an Authorized Agent or another person acting on Customer's behalf, and the authenticity of any signatures purporting to be of Customer, an Authorized Agent or another person acting on Customer's behalf. Each message that is sent to us electronically, requesting us to transmit information or to make a transfer of funds shall be considered to be an original writing and to have been signed by an Authorized Agent or another person acting on Customer's behalf, as applicable. Neither party will contest the

validity or enforceability of the request on the ground that it was not in writing, not signed by an Authorized Agent or another person acting on Customer's behalf, as applicable, or not an original. A valid digital signature shall, at all times, be deemed to be conclusive proof of due authorization by Customer of the communication or document to which it relates. Customer agrees promptly to notify us of any changes to any information or authorizations provided to us in connection with Services including any limitations Customer desires to place on Customer's Authorized Agents or another person acting on Customer's behalf, as applicable, and further agree promptly to execute any new or additional documentation as we reasonably deem necessary from time to time in order to continue to provide the Services to Customer. Customer acknowledges that we may require a reasonable time period before we act upon any such change. Customer agrees that we may refuse to comply with requests from any individual until we receive documentation reasonably satisfactory to us confirming the individual's authority.

Customer understands that we have no duty to verify whether the beneficiary's name and the beneficiary's deposit account number refer to the same person in any Instruction transmitted to us by Customer or on Customer's behalf. Customer bears the risk of any loss resulting from a transfer to the wrong person due to an error in identification, account or routing number.

Our Representations and Warranties

We represent and warrant to Customer that we have the legal right to execute and perform our obligations under this Agreement. This warranty is in lieu of all other warranties, which are hereby expressly excluded. We do not warrant that the Services or the System are error free or that the use thereof shall be uninterrupted.

CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer Representations and Warranties

Customer represents and warrant to us that (i) Customer is duly organized, validly existing, validly qualified and in good standing in the

jurisdiction in which Customer is organized and any other jurisdiction where Customer does business and are required to be qualified; (ii) the execution and delivery by Customer of the this Agreement and the Application Forms have been authorized by all necessary corporate or governmental action; (iii) the persons signing this Agreement and the Application Forms on Customer's behalf are duly authorized to do so; (iv) the terms of this Agreement do not violate any laws, operating rules, or regulations affecting Customer or the transactions contemplated hereunder or any articles of incorporation, bylaws or similar documents or any agreement to which Customer is bound, and (v) each transaction has, and each Account is maintained for, a business or commercial purpose and not a personal, family or household purpose.

Customer reaffirms these representations and warranties each time it uses a Service. In addition, Customer agrees to immediately notify us if any representation or warranty made herein is no longer true.

Security Procedures; Operating Procedures

"Security Procedure" means certain procedures, including the use of Identification Codes, personal identification numbers, passwords, logon identifications, tokens and other security systems or procedures designed to verify the origin of instructions, orders and other communications between us and Customer. Customer acknowledges that any mutually agreed upon Security Procedure is commercially reasonable. The parties agree that the Security Procedures are designed to detect and prevent unauthorized transactions and not to detect errors. Customer further acknowledges that we may, but shall not be under any obligation to, take any actions we deem advisable to detect errors or unauthorized Instructions beyond those that are specified in the Security Procedures. Customer agrees that our performance of any such actions on any occasion or multiple occasions will not obligate us to do so on any future occasion. We have no responsibility to discover, audit or report to Customer any breach of the Security Procedures by Customer or any other party. Nevertheless, we will use reasonable efforts to notify an Authorized Agent of any such breach of which we have actual knowledge. However, we will not incur any liability for our failure or delay in providing any such notice. Customer agrees to safeguard any

Identification Code that we assign or give to Customer as part of any Security Procedure and to distribute such Identification Code only to authorized personnel. Customer is solely responsible for the accuracy and completeness of each Instruction or communication. Customer may change its choice of Security Procedures at any time by requesting the same in writing to us.

Any Instruction communicated to us in Customer's name from an Authorized Agent or from another person whom Customer has authorized to act on its behalf, will be effective as Customer's "authorized transfer instruction" (as defined in UCC Article 4A) regardless of the actual identity of the sender thereof, so long as the Instruction is accepted by us in good faith and in compliance with the Security Procedures or if Customer has waived, in writing either party's compliance with the Security Procedures. In addition, Customer agrees to pay us for each "authorized transaction." In addition to the Security Procedures, we may, in our discretion, use additional procedures to verify the authenticity of information, as described in the Application Forms. We will not be responsible for refusal to act upon any Instruction received that does not comply with this Agreement, including where our reasonable efforts to verify Instructions in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained.

Limitation of Liability

CUSTOMER AGREES TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE THAT CUSTOMER OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH ANY OF THE SERVICES PROVIDED HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

Customer further agrees, to the maximum extent permitted by law, that our liability to Customer arising from any Service will be limited to actual monetary damages that are a direct result of our failure to exercise reasonable care in providing the Service. Notwithstanding the foregoing, for Requests or Entries which are subject to UCC 4A, we are liable only for damages required to be paid under UCC Article 4A.

Force Majeure

Neither party shall be responsible, and neither shall incur any liability to the other, for any failure, error, malfunction or any delay in carrying out any of its obligations under this Agreement or any of the Services if any such failure, error, malfunction or delay results from causes beyond such party's reasonable control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, act of terrorism, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents such party from operating normally.

Compliance

Both parties shall comply with all applicable laws, regulations, the laws of the United States and rules and orders to which they are subject, including without limitation, rules and regulations promulgated by any money transfer systems, clearing houses or Processors used by us in providing Services to Customer.

Our Indemnification Obligations

We will not be liable for any Losses resulting directly or indirectly from or arising in connection with (a) Customer's violation of any of Customer's agreements, representations, warranties or covenants under this Agreement, any Application Forms, or any other agreement with us relating to the Services, the Security Procedures or the Rules, or (b) our compliance with or carrying out any Instruction which is effective as an "authorized transfer instruction" in accordance with the provisions hereof.

Notwithstanding any other provision to the contrary, we will defend at our own expense or settle any action brought against the Customer to the extent that it is based on a claim that Customer's use of a Service directly infringes a copyright, patent or constitutes misappropriation of a third party trade secret, provided, however, that Customer (i) promptly notifies Bank in writing of such claim, action, or proceeding, (ii) has not made any admission of liability or agreed to any settlement request, (iii) reasonably cooperates with Bank in its defense or

settlement, (iv) provides Bank with sole settlement authority and control over the defense of such claim or action.

Termination

This Agreement or any Service may be terminated by Customer at any time by giving 30 days' prior written notice to us thereof. We may terminate this Agreement or any Service at any time by giving Customer at least 90 day's prior written notice. However, we may terminate or suspend immediately any Service without notice to Customer if Customer fails to maintain sufficient Available Funds in the Designated Account for such Service. In addition, we *may* terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer in the event: (a) Customer closes any Account established in connection with the Services; (b) Customer breaches a material obligation under this Agreement, any applicable law or any other agreement with us; (c) Customer becomes insolvent, are placed in receivership or adjudicated bankrupt or Customer becomes subject to any voluntary or involuntary bankruptcy proceeding or any assignment for the benefit of its creditors; (d) Customer's financial condition has become impaired in our good faith opinion; or (e) the continued provision of Services in accordance with the terms of this Agreement would, in our good faith opinion, violate federal, state or local law or would subject us to unacceptable risk of loss.

Upon any such termination Customer shall: (a) promptly pay to us all sums due or to become due under this Agreement; (b) return immediately to us the System (if applicable), and all related materials, and all copies and reproductions thereof, whether written or in magnetic media and whether received from us or otherwise and shall pay us for any damages to any such materials (ordinary wear and tear excepted); and (c) have no further right to make use of the System or the Services.

Termination of a Service does not affect Customer's payment obligations for services that we provide to Customer before the Service is terminated. Also, termination of any Service Customer uses does not release Customer or us from any of our respective obligations that arose or became effective prior to such termination. In addition, all provisions of this Agreement

relating to the parties warranties, representations, confidentiality, non-disclosure, proprietary rights, limitation of liability or indemnification shall survive the termination of a Service or this Agreement, as applicable.

Recordings; Imaging Record

We are authorized (but are not obligated) to record electronically and retain telephone conversations between Customer and us. Imaging records will be retained by us in accordance with our policies and procedures and copies of such will be available at Customer's request and expense. We will not be responsible for any failure to provide such a copy or record due to film or equipment failure, or inability to obtain imaged document or film.

Confidentiality

Customer agrees to safeguard and not disclose to any third party any Security Procedures, including Identification Codes used in connection therewith, in each case whether or not we are then performing Services for Customer. Customer agrees to limit the internal disclosure and distribution of such information to its employees, agents or representatives who have a need to know such information and will at all times have appropriate policies in effect to ensure the confidential status of such information. Customer will be responsible for the acts and omissions of its employees, agents or representatives with respect to such information.

We acknowledge that information we obtain from Customer in connection with any Service we provide to the Customer in accordance with the terms set forth herein may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information.

Duty to Inspect

Customer is responsible for monitoring all Services, including each individual transaction processed by us in connection therewith and shall notify us of any discrepancy between its records and the information shown on any periodic statement or other confirmation from us. Customer agrees that 30 calendar days from the

date of its receipt of such periodic statement is a reasonable time for Customer to notify us of errors or discrepancies unless laws, rules or regulations provide for a shorter period.

Deficient Checks

Customer agrees not to change the supplier of the checks that it uses for any of the Designated Accounts or reorder any checks until (a) Customer provides us with a proof of the proposed check stock and **25 checks** for us to test ("test checks") as to whether such checks are Deficient Checks, and (b) we determine and notify Customer, that the test checks are not Deficient Checks. If during the monthly statement period for any Designated Account, the number of Deficient Checks drawn upon such Designated Account and presented to us for payment exceeds **2%** of the total number of checks drawn on the Account and presented to us for payment, then we may suspend any Service immediately by giving Customer notice. We will reinstate the suspended Service once the problem is corrected to our satisfaction.

Overdrafts

We may delay or refuse to process any item, transaction, or instruction that exceeds the amount of available funds in the Designated Account (i.e., the item, transaction, or instruction would create an overdraft). If we decide in our discretion to process an item, transaction, or instruction that exceeds the amount of available funds in the Designated Account (or would reduce the balance of the available funds in the Designated Account below any required minimum balance), Customer agrees to reimburse us upon demand for (a) the full amount of any overdraft or other shortfall created by that item, transaction or instruction, (b) all overdraft fees and charges and (c) interest on the amount of overdraft or other shortfall for the day of the overdraft or other shortfall was created and for each following day until the overdraft or other shortfall has been paidwe incur in collecting from you the overdraft or other shortfall, or any fees, charges or interest relating to it.

Stop Payments

Stop payment requests are governed by the Rules. Customer may request a stop payment on Items drawn on one of its Accounts by providing

us with the complete and accurate Account number, the serial number (as it appears on the Item's MICR line), the date, and the amount of the Item. The Account will be assessed a stop payment request fee as set forth in the Term Pricing. At the end of the initial three (3) year period, Customer and Bank may mutually agree to extend the Term Pricing for one (1) additional year. After the one year renewal, Customer shall pay for any such stop payment request fee in accordance with the Account Fees for the Service in effect from time to time, a copy of which is available upon request, or as mutually agreed upon by Customer and Bank. Customer agrees to indemnify and hold us harmless for any Losses that we incur as a result of our honoring any such stop payment request.

Transaction Limits

In the event that providing Services to Customer results in unacceptable credit exposure or other risk to us, or will cause us to violate any law, regulation, rule or order to which we are subject, we may, without prior notice, limit Customer's transaction volume or dollar amount or refuse to execute transactions, or we may terminate any Service then being provided to Customer. Customer shall, upon our request from time to time, provide us with such financial information and statements and such other documentation as we reasonably determine to be necessary or appropriate to enable us to evaluate our exposure or risk. Any limits established by us hereunder or refusal to execute transactions shall be made in our discretion and, if permitted by law, shall be communicated promptly to Customer.

Money Market Deposit and Savings Accounts

Transfers from any of Customer's Accounts that are money market deposit or savings Accounts made through the Services are counted against the permissible number of transfers for such Accounts prescribed by law. Therefore, we may not effect transfers Customer requests or that we would otherwise be required to make on its behalf in excess of these limitations. Please see the Rules for more details about these restrictions.

Processors

Customer acknowledges and agrees that we may arrange for some or all of the Services hereunder to be performed or provided by third-party

processors, including a Bank Affiliate ("Processors").

Vendors

We are not liable for any third-party servicer or vendor hired or engaged by Customer in connection with the Services ("Vendor"). Nor shall we be liable for: (a) any Vendor's failure to comply with any security procedures or operating requirements relating to the services hereunder; (b) any and all fees, costs and expenses owed to each Vendor for its services to Customer; or (c) any Losses incurred as a result of any Vendor's failure to perform, or delay or error in performing, its services.

Entire Agreement

This Agreement, together with the Exhibits hereto, the Terms and Conditions, any applicable Bank User Manuals, the Application Forms, the Rules, the signature card, and any resolution or other document establishing Customer's authority to engage in the Services and open the Designated Accounts, constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and the Designated Accounts and supersedes any prior or contemporaneous agreements between the parties with respect to such Services and the Designated Accounts. In the event there is a conflict between this Agreement and the Terms and Conditions, the Terms and Conditions shall prevail to the extent necessary to resolve the conflict. Customer acknowledges receipt of the Rules, applicable Bank User Manuals and agrees to be bound by their terms. If there is any conflict among the terms and provisions of the Agreement, the Rules and the Account Fees, the terms and provisions of the Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

Counterparts

The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument.

Amendment

This Agreement may only be modified in a writing executed by the parties; however, we may modify the Terms and Conditions by giving Customer thirty (30) calendar days prior written

notice. If Customer continues to use a Service after any such change is effective, Customer is bound by the new Terms and Conditions.

Notwithstanding the foregoing, if a change to the Terms and Conditions is required by law or is, in our discretion, necessary for security of the systems that we use in providing Services to Customer, we may change or add to this Master Agreement or the Terms and Conditions by giving Customer prompt notice *after* we make the change. If Customer continues to use a Service after receiving such notice, Customer is bound by the new terms and conditions.

Assignment

Customer may not sell, assign or transfer any of its rights or obligations under this Agreement without our prior written consent. We may assign our rights and obligations hereunder, in whole or in part without Customer's consent; however, we shall notify Customer of any assignment as soon as commercially reasonably.

Severability

In the event performance of Services in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which we are subject, and that governs or affects the Services or other transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the degree necessary to comply with such statute, regulation or policy, and we shall incur no liability to Customer as a result of such violation or amendment. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.

Headings

Headings are for reference purposes only and are not part of this Agreement.

Waiver

No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor shall any waiver by either party of any breach of its obligations under this Agreement operate as a

waiver of any prior, current or subsequent breach. No waiver hereunder will be effective unless made in writing.

Governing Law; Venue

This Agreement shall be construed in accordance with and governed by the laws of the state of Michigan. Customer hereby irrevocably submits to the nonexclusive jurisdiction of the courts of such state and the United States of America and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

Notices; Signatures

Except as otherwise provided, all notices and other communications by either party relating to this Agreement shall be given promptly in writing or electronic medium and shall be effective either on the date it is actually received or 5 days after it is mailed, transmitted or posted, whichever is earlier. The address to which all notices (other than notices given electronically as permitted in this Agreement) concerning the Services shall be sent to Customer is that address we have on our records.

Subsidiaries

By executing this Agreement, Customer, each Subsidiary listed below, and Bank agree that each such Subsidiary shall have all of the rights and obligations of, and shall for all purposes be a party under this Agreement as "Customer". Without limiting the generality of the foregoing, each Subsidiary will be deemed to make to us all representations and warranties of "Customer" hereunder and will be subject to all obligations as "Customer" under this Agreement, the Terms and Conditions, any applicable Bank User Manuals, the Application Forms, the Rules, the signature card, the Term Pricing, and any resolution or other document establishing Customer's authority to engage in the Services and open the Designated Accounts.

Customer represents and warrants to us that Customer (or another Subsidiary) owns a majority of the outstanding shares or equity interests of each Subsidiary. Each Subsidiary represents and warrants to us that this Agreement has been authorized by all necessary corporate or other organizational action, the person signing

this Agreement on behalf of Subsidiary is authorized to do so and this Agreement represents the valid, legal, and binding obligation of such Subsidiary enforceable against it in accordance with its terms.

Each Subsidiary acknowledges and agrees that it is responsible for the payment of fees for the services which it receives from us, or for the maintenance of balances as provided herein.

Customer unconditionally guarantees to us the full and prompt payment and performance by the Subsidiaries of all obligations they or any of them may incur under this Agreement, the Terms and Conditions, any applicable Bank User Manuals, the Application Forms, the Rules, the signature card, the Term Pricing, and any resolution or other document establishing Customer's authority to engage in the Services and open the Designated Accounts.

SIGNATURE PAGES TO FOLLOW

THIS MASTER HAS BEEN NEGOTIATED. THE TERM PRICING ATTACHED AS EXHIBIT "A" COVERS THREE YEARS, PLUS ONE (1) ONE-YEAR RENEWAL OPTION. THE TERM PRICING AND THIS MASTER AGREEMENT ONLY APPLY TO THE SERVICES SET FORTH ON EXHIBIT "B."

CUSTOMER NAME: Oakland County TAX ID NUMBER: 38-6004876

*NOTE: If required by resolution, second officer must sign below

Signed [Signature]
By Patrick M. Dohany
(PRINT)
Its County Treasurer
(TITLE)

*Signed _____
By _____
(PRINT)
Its _____
(TITLE)

Signing as a duly authorized officer or agent of each of the Listed Subsidiaries:

Signed _____
By _____
(PRINT)
Its _____
(TITLE)

*Signed _____
By _____
(PRINT)
Its _____
(TITLE)

FIFTH THIRD BANK

By [Signature]
Its Vice President
Dated NOV 13, 2008

This Agreement includes the following Subsidiaries:

<u>Subsidiary Name</u>	<u>Tax ID No.</u>
_____	_____
_____	_____
_____	_____
_____	_____

APPLICATION FORM

This Application Form is provided pursuant to, and is part of the Master Treasury Management Agreement ("Master Agreement") between Fifth Third Bank ("we" or "us") and the customer identified on the signature page to this Application Form ("you"). Capitalized terms used but not defined in this Application Form have the meanings given in the Master Agreement.

Service Selection. By entering into this Application Form, you are selecting the Services that we will provide to you under the Master Agreement. Each Service is described in a Schedule of Terms and Conditions attached to this Application Form. This Application Form is not binding on us with respect to a Service you have selected until you have completed, executed and submitted this Application Form, submitted it to us and we have accepted it in writing.

Representations and Warranties. In addition to the representations in the Master Agreement, you represent and warrant to us that:

- (a) (i) the person signing below is authorized to complete, execute and deliver this Application Form on your behalf; and (ii) you have received and read the for the Services you select, and agree to be bound by all terms, conditions and procedures included in the Master Agreement, this Application Form and all applicable Bank User Manuals.
- (b) The person signing the Selection Page on your behalf certifies to us that he or she is an Authorized Agent with full power and authority to execute this Application Form and deal with us on your behalf.

Changes. If you wish to change any of the features or options for a Service already selected, including changing designated personnel for a particular Service or you wish to add a Service, you may do so by having an Authorized Agent complete and execute an Application Form provided by us. If you choose to communicate a change to us by any other means, you are rejecting our recommended procedure and agree that we may rely on the change communicated to us if we in good faith believe it was communicated to us by someone authorized to do so on your behalf.

<p>[CUSTOMER NAME]</p> <p><i>Oakland County</i></p> <p>By: <i>[Signature]</i></p> <p>Name: <i>Patrick M. Doherty</i></p> <p>Title: <i>County Treasurer</i></p>	<p>If required by Account Resolutions, a second Authorized Person Must sign</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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Date: *11-6-09*

ACCEPTED:

FIFTH THIRD BANK

By: *[Signature]*

Name: *COLETTE RUS H*

Title: *VICE PRESIDENT*

[INTERNAL APPROVALS]

EXHIBIT A

TERM PRICING

Banking Services 52nd District Court June 2008

Services	General	Bond	Total	Unit Price	Cost
Account Maintenance					
Monthly Maintenance	48	48	96	10.00	960
FICO Premium Assessment	2,041	1,442	3,483	0.00000000	0.00
Composite Group Reporting	61		61	0	0
Total					960
Checks/ARP Activity					
CCA Checks Paid	208	12,962	13,170	0.10	1,317
CCA Other Debits	160	20	180	0.10	18
ARP Checks Paid		12,949	12,949	0.03	388
ARP Checks Issued		13,208	13,208	0.02	264
ARP Fine Sort Checks		3,118	3,118	0.03	94
ARP Paid No Issue		325	325	1.00	325
ARP Data Entry		589	589	0.50	295
Positive Pay Monthly Base		52	52	25.00	1,300
Positive Pay Exception Re		360	360	0.030	11
Stop Payment	1	24	25	18.00	450
Paid Item reject	1	20	21	3.00	63
Total					4,524
Deposit Activity					
Deposit Items Rejected	657	76	733	0.22	161
Paper Representment	358	4	362	0.50	181
Item Deposited unencoded	116,364	4,365	120,729	0.05	6,036
Deposit Adjustment	6	1	7	8.00	56
Items Returned	3	14	17	3.00	51
Special Return Instruction	52	52	104	1.00	104
Return Items Data Capture		10	10	0.0104	0
Research Photocopy	25	3	28	8.00	224
Commercial Deposits	1,393	1,687	3,080	0.50	1,540
Total					8,354
Currency					
Cash Vault	48	48	96	0.00	0
Monthly Deposited Cash	6,843,573	2,332,083	9,175,656	0.0002	1,835
Monthly Deposit Items Strapped	179	32	211	0.00	0
Monthly Deposit Items Lose	17,826	9,491	27,317	0.00	0
Total					0
Sweep Monthly Maintenance	48	48	96	35.00	3,360
Ave Sweep Balance	13,304	5,345	18,649		
Total					5,195

WEB Based Activity					
Statement Module	4		4	0.00	0
Previous Day reporting Base	48		48	40.00	1,920
Previous Day Per Acct fee	48	48	96	10.00	960
Previous Day detail	11,141	22,483	33,624	0.02	672
Current Intra Day Deposit Activity	350		350	0.02	7
Current Day Items	164		164	0.02	3
Current Day Rep	41		41	10.00	410
Total					3,973
Account Activity					
Book Transfer Maintenance	18		18	0.00	0
Book Transfer Credits	24		24	0.00	0
Book Transfer Debits	24		24	0.00	0
Book Transfer Addenda	50		50	0.00	0
Book Transfer Files processed	24		24	0.00	0
Current Day Rep	41		41	10.00	410
Total					410
ACH New Activity					
ACH Monthly Maintenance	18	8	26	20.00	520
ACH Debit Items Received	104	14	118	0.08	9
ACH Credit Items Received	97	3	100	0.08	8
ACH Addenda Received	34	24	58	0.085	5
ACH Transaction Control		52	52	15.00	780
ACH Return Items	6		6	6.25	38
ACH Return Rpt Web	4		4	0.00	0
Total					1,360
Paid Checks on CD ROM					
Check Imaging per account		48	48	10.00	480
Check Imaging per item		13,010	13,010	0.03	390
Total					870

Total Banking Services

25,646

OPTIONAL SERVICES:

RCK SERVICES

53 Direct Returns Management	\$25.00
RCK Monthly Maintenance	\$15.00
RCK 1st Presentment	\$1.00
RCK 2nd Presentment	\$1.00
RCK Returned Item or Chargeback	\$1.50

SCHEDULE OF TERMS AND CONDITIONS

- 1. *AUTOMATED CLEARING HOUSE***
- 2. *ACCOUNT RECONCILIATION***
- 3. *CHECK IMAGING VIA CD-ROM***
- 4. *CONSOLIDATED RETURNS***
- 5. *INFORMATION REPORTING***
- 6. *ONLINE STOP PAYMENT***
- 7. *POSITIVE PAY***
- 8. *RE-PRESENTED CHECK ENTRIES***
- 9. *SWEEP* [MONEY MARKET, NOW, FED FUNDS AND COMMERCIAL CREDIT
SWEEPS ONLY]**
- 10. *VAULT* [BUT NOT VIRTUAL VAULT]**
- 11. *WIRE TRANSFER***

AUTOMATED CLEARING HOUSE

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its ACH Service to the Customer. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement, the National Automated Clearing House Association (NACHA) rules ("Operating Rules"), and Regulation E of the Board of Governors of the Federal Reserve System ("Reg E").

Operating Rules

The ACH Service shall be governed with respect to Entries by the Operating Rules. If there are any inconsistencies between the terms hereof that are applicable to the ACH Service and the Operating Rules, the Operating Rules shall govern, except with respect to an *On-Us Entry*. Except where the context otherwise requires or where a specific provision in this Agreement conflicts with the Operating Rules, the Operating Rules shall govern all transactions involving *On-Us Entries* or *Entries* where we act as the ACH by sending Entries directly to another bank. A copy of the Operating Rules is available upon its request, at current NACHA prices.

Applicable Law

The ACH Service is also subject to applicable law, including without limitation, the laws of the United States and UCC Article 4A as in effect from time to time in the state of Michigan, regulations of the Federal Reserve System, and any Security Procedures that the parties mutually agree to from time to time. Customer also agrees to comply with any applicable related policies and procedures set forth in the Bank User Manuals, if any, as in effect from time to time.

Preparation and Submission of Entries

Customer shall obtain the authorization of any individual or entity, in accordance with the Operating Rules, before initiating any *Entry* to a *Receiver's* account, to the extent required by the Operating Rules or applicable law. Customer will retain the original or a copy of each authorization for such period of time as may be required by the Operating Rules or applicable law, whichever is longer.

Any Entries that Customer initiates must be prepared and submitted to us as computer readable information in a mutually agreed upon medium and in a format that we specify. We reserve the right to reject or refuse to execute individual Entries or entire files not prepared in accordance with these terms. We may, but shall not be required to, act on Entries provided by telephone, facsimile, or otherwise that are not in strict compliance with the requirements hereof. We shall not be responsible for detecting or reporting any error in data. Customer shall retain input data for a minimum of 30 days and shall provide such data to us upon our request.

Customer agrees not to initiate any Entries in excess of any transaction limitations that we establish from time to time. Customer also agrees not to initiate, and to prevent others acting on its behalf from initiating, any Entries that would violate the laws of the United States.

Processing, Transmittal, and Settlement by Us

Except as otherwise provided below, we shall process *Entries* that we receive from Customer that conform with the file specifications set forth in the Bank User Manuals and the Operating Rules, transmit those Entries as an Originating Depository Financial Institution (ODFI) to an *ACH Operator*, and settle for those *Entries* as provided in the Bank User Manuals and the Operating Rules. We shall transmit each *Entry* to an *ACH Operator* by the Cutoff Time, that we establish from time to time, on the day before the Effective Date if we receive the *Entry* from Customer before the Cutoff Time on the Business Day prior to the Effective Date, and the Effective Date is a Banking Day for the *ACH Operator* and also a Business Day; otherwise we will use reasonable efforts to transmit the *Entry* to the ACH by the deadline of the *ACH Operator* on the next day that is a Banking Day for such *ACH Operator* and that is also a Business Day.

Payments with Respect to Entries

We generally debit Customer's Designated Account for *Credit Entries* (including debit *Reversals*) on the Effective Date, unless Customer is required by us to prefund its Entries. Prefunding means that Customer pays for all *Credit*

Entries by such time before the Effective Date as we may specify. At our discretion, we may at any time with prior notice require prefunding before we process Customer's *Entries*. Even if we have done so in the past, we are not obligated to process any *Entries* without having first been paid by Customer, but, if we do, the amount is immediately due and payable without notice or demand.

Customer will pay us for the amount of any returned Debit *Entries* (including rejected Debit *Entries*) or any adjustment *Entries* which we previously credited to its Account. Customer agrees that we do not need to send a separate notice of Debit *Entries* which are returned unpaid. Reports containing information regarding returned Debit *Entries* are available.

On-Us Entries

Except as otherwise provided in this Agreement, in the case of an *On-Us Entry*, we shall credit or debit the *Receiver's* account in the amount of such entry on the Effective Date contained in such entry, provided that such entry satisfies the requirements of this Agreement.

Rejection of Entries

We have the right to reject any *Entry* that does not comply with the Operating Rules, the Bank User Manuals or the terms and conditions set forth in this Agreement, that we are unable to read due to format errors or otherwise, or for any other reason, including but not limited to Customer's breach of any payment obligation. We may notify Customer of such rejection but shall have no liability to Customer by reason of such rejection of the *Entry* or our failure to give or Customer's failure to receive such notice.

Returns, Reversals, Adjustments, Corrections, and Amendments

Except for an *Entry* that Customer retransmits in accordance with the requirements set forth above, we shall have no obligation to retransmit a returned *Entry* to the *ACH Operator* if we have complied with the terms hereof with respect to the original *Entry*. Either party may initiate a dishonored return as permitted by the Operating Rules.

We have no obligation to initiate reversing *Entries* but may do so from time to time at Customer's request and at Customer's sole risk and expense.

We may notify Customer of *Returns* or *Reversals* that we receive, and Customer authorizes us to debit or credit the Designated Account for such adjustment *Entries*. We will not be liable to Customer if we fail to give or Customer fails to receive notice of a returned

Entry

We shall use commercially reasonable efforts to notify Customer of any correction necessitated by an error on our part in completing properly authorized *Entries*.

We have no obligation to cancel or amend *Entries*, after we receive them. However, we shall make a reasonable effort to act on any such request by Customer, provided that the request complies with the Bank User Manuals for cancellation or amendment of *Entry* data, as applicable. We will have no liability if such cancellation or amendment is not effected, and Customer agrees to indemnify us in connection with any such request as provided in the Operating Rules or UCC Article 4A, as applicable. Customer's obligation under this provision will survive termination of the ACH Service.

Notice of rejection is given to Customer by electronic means or by mail. Notices of rejection will be effective when given. We are not liable for the rejection, and we are not obligated to pay Customer interest for the period before Customer receives the notice of rejection. If any *Entry* is rejected, it is Customer's responsibility to correct any *Entry* it intends to resubmit.

Settlement; Provisional Credits

Settlement for *Entries* will occur as provided in the Operating Rules, except that we may, upon notice to Customer, require settlement on the Effective Date, or prior to the Effective Date if we require Customer to prefund a transfer. Customer acknowledges and agrees that pursuant to the Operating Rules, all credits to the Designated Account are provisional until we receive final settlement for the funds in accordance with the Operating Rules. Customer further acknowledges and agrees that if we do not receive such final settlement, we will be entitled to a refund (including

accrued interest) of the amount credited to the Designated Account. Payment of an *Entry* by the *Receiving Depository Financial Institution (RDFI)* shall also be provisional until receipt by the RDFI of final settlement for such *Entry*. Customer acknowledges that, if such final settlement is not received, the RDFI shall be entitled to a refund from the *Receiver* of the amount credited. This means that the *Receiver* will not have been paid.

Designated Account

Customer agrees that the Designated Account shall be the Account from which credits will be drawn and debits will be made on account of Entries that we initiate on Customer's behalf. Customer agrees to maintain in the Designated Account sufficient Available Funds to cover Customer's payment obligations for all Entries transmitted to us. Customer agrees to pay us and authorize us to debit from the Designated Account, the amount of each Credit on the Settlement Date. The Designated Account shall be adjusted for any float costs incurred by us as a result of processing Entries, paper checks, returns, reversals or adjustments.

With respect to a Credit *Entry*, Customer agrees that we may place a hold on funds in the Designated Account in the amount of the *Entry* between the time the Credit *Entry* is transmitted to us and the time the transfer is completed. We shall credit to the Designated Account the Debit Entries that we transmit to the ACH. Subject to all other obligations to us, Customer may draw the amount thereof from the Designated Account in accordance with our Funds Availability Policy.

Customer's Representations and Warranties

By furnishing us with *Entries*, Customer represents and warrants to and agree with us that: (a) for each person shown as the *Receiver* on an *Entry*, Customer has received all required authorizations, if any; (b) Customer is making each and every representation and warranty which is made by a person in its status to a person in our status under the Operating Rules; and (c) Customer is making each and every representation and warranty which is made by us to any third party under the Operating Rules with respect to the Entries that Customer transmits to us hereunder.

Inconsistency of Name and Number

An RDFI can make payment to a *Receiver* based solely on the account number, even if the name in the *Entry* differs from the name on the account. We may send an *Entry* to an RDFI based solely on the bank identifying number, even if Customer provides us with a different RDFI name.

ACCOUNT RECONCILIATION

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Account Reconciliation Services. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement.

Our Account Reconciliation Service helps Customer reconcile and manage its credit and debit activity on specified Accounts by providing detailed information on all paid and outstanding Items. Detailed information regarding Account Reconciliation is specified in the Bank User Manual.

Customer's Obligations

Use of the Account Reconciliation Service does not affect Customer's obligations to discover and report, with respect to its Accounts, unauthorized requests or any other discrepancies or problems with Customer's Accounts. As part of the Account Reconciliation Service, Customer may choose to receive or send electronic data to help Customer with the reconciliation of its Accounts. The method, frequency, and format of such electronic data transfer will be specified in the Bank User Manual.

CHECK IMAGING VIA CD-ROM

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Check Imaging via CD-ROM Services. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement.

Our Check Imaging via CD-ROM Service enables Customer to automate the research of checks drawn on its Accounts. Customer may only receive the Check Imaging Service by using the System that we designate for such purposes.

Our Obligations

From time to time on a Business Day, we shall create a CD-ROM containing images of Presented Checks on its Designated Accounts for a given cycle. We shall also provide Customer software and related utilities required to view Presented Checks.

Customer's Obligations

Customer agrees to maintain the provided software and a file reflecting each check that cleared during the business cycle. When Customer receives its CD-ROM, Customer will use the provided utilities to update its systems with the Paid Check Information delivered on the CD-ROM.

CONSOLIDATED RETURNS

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Consolidated Returns Management Services. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement.

Our Consolidated Returns Service allows Customer to direct all returned deposited checks for an entire company to us or a Bank Affiliate by means of a special check endorsement for proper handling, regardless of where the checks were originally deposited. Optional services available in conjunction with the Consolidated Returns Service include summary RCK, electronic presentment, and Returns Management, our online application to show summary and detailed prior-day reports, detailed online prior-day reports, and images of all checks (front and back).

Customer may elect in the Application Forms to have Consolidated Returns checks be handled as follows:

- Immediately return the check without representing;
- Represent via paper all non-sufficient funds ("NSF") checks one time;
- Represent via paper all NSF checks over or under a specific dollar threshold;
- Represent via all NSF checks electronically via the RCK Service up to 2 times;
- Represent via RCK Service up to two times all NSF return checks over or under a specific dollar threshold; or
- A combination of the above alternatives (e.g., first representment is processed via paper, second representment is processed via the RCK Service).

In addition, Customer may elect to have return checks sent to an alternate address, such as a collection agency, once all checks have been processed to the fullest extent possible.

INFORMATION REPORTING

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Information Reporting Services. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement.

Information Reporting, available through our Internet portal "Fifth Third Direct" provides Customer with Account, transaction and related information services, whether described herein or not, to control and manage its Accounts. This may include information generated from other Services Customer uses. Customer may elect to have its accounts maintained at other financial institutions reported through our Information Reporting

Services. If Customer does so, Customer will authorize the other financial institutions to make the reporting information available to us.

ONLINE STOP PAYMENT

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Controlled Disbursement Service. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement Online Stop Payment Services. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement.

Our Online Stop Payment Service allows Customer to electronically place or cancel a stop payment request. This is in addition to Customer's ability to make stop payment requests in person, by telephone or in writing as described in the Rules. A stop payment request will not be effective until we review our records for the time period specified in the applicable Bank User Manual, determine that the check has not been paid during that period and respond to Customer with an online status of its request.

A stop payment request terminates at the end of the period designated in the applicable Bank User Manual, unless the stop payment request is renewed or canceled earlier. A stop payment request is canceled automatically when the Account on which the check is drawn is closed or transferred.

Requesting Stop Payments

Customer will include in each stop payment request the Magnetic Ink Character Recognition (MICR) serial number and exact amount of the check for which payment is being stopped and the account number on which the check is drawn. Customer understands and agrees that we can only stop a check that has exactly the same MICR serial number and amount as that included in the related stop payment request since our computer system identifies a check on the basis of the MICR serial number and the exact amount of the check.

Customer agrees to review its Account statements prior to transmitting any stop payment request. Customer will not transmit any stop payment request relating to a check that has been shown to be paid on such statements. The procedures for placing and acknowledging stop payment requests are described in the applicable Bank User Manual. If Customer uses any Online Stop Payment Services with respect to any Account connected to the Controlled Disbursement Service, Customer must follow the procedures in this section rather than the stop payment procedures set forth in the "Controlled Disbursement" section of this Agreement.

POSITIVE PAY

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Positive Pay Services. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement. Our Positive Pay Services, which include 1) Bank-Maintained Positive Pay, which includes Payee Line Positive Pay and an optional enhancement called Teller Line Positive Pay, and 2) Customer-Maintained Positive Pay, enable Customer to automate the reconciliation of checks drawn on its Accounts to better monitor and detect unusual or unauthorized disbursement activity. Customer may only receive the Positive Pay Services by using the System.

Account Reconciliation

If Customer desires to have Account reconciliation services included in the Bank-Maintained Positive Pay Services, Customer must complete the Application Forms and upon such completion and acceptance by us, Customer's Bank-Maintained Positive Pay Services shall be deemed to include Account reconciliation services.

Positive Pay Decisions

Customer is responsible for determining whether to pay or return any and all reported Unmatched Checks or any

other checks that may be suspect. Each Business Day we will take action in accordance with Customer's instructions, which authorize us to accept or reject each specified check. If Customer fails to provide us with instructions for a single check or all checks in Bank Maintained Positive Pay, Customer authorizes us to accept or reject all reported suspect checks in accordance with Customer's default decision as set forth in the Operation Procedures. If Customer fails to provide us with instructions for a single check or all checks in Customer Maintained Positive Pay, Customer authorizes us to reject all reported suspect checks. All decisions we make with respect to the acceptance or rejection of such suspect checks are final and we will not be liable for any such determination in any event.

Bank-Maintained Positive Pay, Payee Line Positive Pay and optional Teller Line Positive Pay

Customer's Obligations

From time to time on a Business Day, Customer shall transmit to us an electronic file that contains the serial number, date and amount of each check drawn on each Designated Account and dated the prior Business Day (the "Check Register Information"). If Customer elects to use Payee Line Positive Pay, Customer must also transmit to us the payee name exactly as it appears on each check. Customer shall transmit the Check Register Information to us through the System.

Our Obligations

We will maintain a file containing all of the current Check Register Information that Customer transmits to us (the "Check Register File"). On each Business Day, we will compare all of the Check Register Information that is in the Check Register File at the Cutoff Time on the prior Business Day with the serial numbers, dates and amounts that are MICR-encoded on all unpaid Presented Checks (other than checks presented to one of our tellers) before the Cutoff Time on the prior Business Day. If Customer makes an election NOT to receive the benefits of Teller Line Positive Pay, any checks presented to one of our teller windows shall be processed in accordance with our standard practices and shall not be deemed to be Presented Checks. If, however, Customer elects to receive the benefits of Teller Line Positive Pay, the account number and the amount of any checks presented to one of our teller windows for encashment shall be verified against the Check Register File. If a Presented Check has a MICR-encoded serial number, date, amount, or payee (if elected) that is not the same as the serial number, date, amount, or payee (if elected) of any check described in the Check Register Information, or is not described in the Check Register File (each, an "Unmatched Check"), and such Unmatched Check has been presented for deposit, we will send Customer, by an agreed-upon method, a description of such Unmatched Check before the Cutoff Time on the Business Day following our receipt of such Unmatched Check. If, however, such Unmatched Check has been presented for encashment, we will take such action as we deem necessary and appropriate to prevent fraud from occurring. Whenever we pay a check drawn on a Designated Account, we will delete the description of that check from the Check Register File. If Customer elects Payee Line, we will lift for comparison with the Customer's Check Register File, the payee line from those checks whose amounts exceed the agreed upon threshold. Payee lines that do not match the Customer's Check Register File ("Payee Mismatches") will be reviewed and presented to the Customer as Payee Mismatch exceptions for which the Customer shall make a pay or no pay decision. We will not, however, be responsible for detecting any error contained in any Check Register File or any other communication provided to us.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE THE PAYEE LINE POSITIVE PAY SERVICE IF, IN OUR SOLE DISCRETION, WE DETERMINE THAT AN UNUSUALLY HIGH VOLUME OF PAYEE MISMATCHES. WE WILL PROVIDE REASONABLE NOTICE TO CUSTOMER BY TELEPHONE OR ELECTRONIC MAIL OF SUCH SUSPENSION OR TERMINATION, BUT SHALL HAVE NO LIABILITY.

Customer-Maintained Positive Pay

Our Obligations

From time to time on a Business Day, we shall transmit to Customer the serial number, presentment date, amount, and if Customer elects, the Payee (the "Paid Check Information") of each check drawn on each Designated Account and presented to us on the prior Business Day (each, a "Presented Check").

Customer's Obligations

Customer agrees to maintain a file reflecting each check that Customer issues on the Designated Accounts (the "Issued Check File"). On each Business Day, Customer will use its systems to compare all of the Paid Check Information delivered by us to the Issued Check File by no later than the Cutoff Time.

RE-PRESENTED CHECK ENTRIES

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Re-presented Check Entries Services. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement. Our RCK Service allows for the conversion of returned paper checks into electronic media for re-presentation for collection. RCK Entries are initiated through the ACH and are subject to the Operating Rules.

Compliance with the Operating Rules and Laws

Customer agrees to comply with the Operating Rules for the origination of RCK Entries. Customer acts as *Originator* and we act as the ODFI with respect to the Entries. Customer will deliver Entries to us as provided in the Bank User Manual and the Operating Rules. The Operating Rules govern if they conflict with this Agreement, except that the file specification requirements in the Bank User Manual govern if they conflict with the Operating Rules.

Eligible Items

To be eligible for collection through the RCK Service, a check must have been previously presented (a) no more than 2 times in its physical form, if the *Entry* is an initial RCK *Entry*; or (b) no more than 1 time in its physical form and no more than 1 time as an RCK *Entry*. The entire listing of qualifications for eligible checks for RCK is outlined in the Operating Rules and must be agreed upon by Customer prior to processing via the network. In addition, qualifying checks may be subject to UCC Article 4A.

Warranties

Each time the Customer uses the RCK Service, (a) Customer warrants that it has provided the *Receiver* with notice that clearly and conspicuously states the terms of the RCK Entry policy in advance of receiving the check to which the RCK Entry relates, and (b) Customer makes the same warranties to us as we make under the Operating Rules.

Obligations of Originators

The *Originator* must retain (1) the original check to which the RCK Entry relates for 90 days from the Settlement Date of the RCK Entry, and (2) a copy of the check to which the RCK Entry relates for 7 years from the Settlement Date of the RCK Entry to which the copy of the check relates. At the request of the ODFI, the *Originator* must provide the original check or a copy of the front and back of the check to the ODFI for its use or for the use of a RDFI requesting the information. If it has been finally paid, the original check or a copy of the check must indicate the fact on its face. These provisions are outlined in detail in the Operating Rules.

SWEEP

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Sweep Services (Repurchase, Money Market, NOW, Federal Funds, Eurodollar, Commercial Credit and Dealer Floor Plan Sweeps). Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement.

Our Sweep Services allow Customer to systematically transfer Excess Funds out of its Designated Accounts and enter into transactions in which we agree to transfer:

Excess Funds which exceed a mutually agreed maximum balance to a master money market Account ("Money Market Sweep");

Excess Funds to a master Negotiable Order for Withdrawal ("NOW") Account;

Excess Funds to a master federal funds Account, subject to a certain minimum investment balance requirement ("Federal Funds Sweep");

Excess Funds to a master Eurodollar Account, subject to a certain minimum investment balance requirement ("Eurodollar Sweep");

Excess Funds for credit to Customer's line of credit ("Commercial Credit Sweep"); or

if Customer has a floor planning agreement with us, Excess Funds to a Contra Account that earns the same rate of interest that Customer pays under its Credit Agreement ("Dealer Floorplan Sweep").

DEFINITIONS

Collected Funds means those funds that are made available in accordance with our Funds Availability Policy plus any holds on an Account.

Contra Account means the Credit Facility Account that we hold on Customer's behalf which holds at least 50% of the then-outstanding balance under your Credit Agreement and into which we will transfer Customer's Excess Funds in increments that you designate from your Designated Account, provided, however, that minimum increments may be established by the Bank from time to time. The interest rate Customer pays on the funds held in the Contra Account is the same as the interest rate Customer pays under its Credit Agreement.

Credit Agreement means any loan agreement, promissory note, guaranty or other agreement, instrument or document that evidences, secures or guarantees the Credit Facility Account.

Credit Facility Account means any line of credit or other loan arrangement between the parties for business or commercial purposes that is designated as the "credit facility account" in the Application Forms.

Deficiency Amount means the amount by which the Target Balance exceeds the amount of Collected Funds at the close of business on any Business Day.

Excess Funds means the amount of Collected Funds as of the close of business on any Business Day that exceeds the Target Balance.

Target Balance means the amount of funds that Customer desires to maintain in a Designated Account in connection with a specific Service.

Target Balances

Customer agrees that the Target Balance shall be subject to Customer's approval. Customer may request a change to the Target Balance by notice to us. We may, in our sole discretion, accept oral notice of any such request from Customer. We shall have no liability to Customer either for accepting or declining to accept oral notice of such a change. No change shall be effective until agreed to by us and until we have a reasonable opportunity to act thereon.

Money Market Sweep

Deposits held in your master money Account are insured by the Federal Deposit Insurance Corporation to the extent required by applicable law. As of the close of each Business Day, we shall withdraw all Excess Funds in your Designated Account in excess of the Target Balance in specific increments established by us and shall deposit the funds into your master money market Account. Our Money Market Sweep Service also allows you to appoint us as your agent and direct us to take other actions with respect to Money Market Sweep Service.

Return of Balances

When the Designated Account's balance falls below the Target Balance, we will automatically return certain Excess Funds to the Designated Account to reach the target requirement. If the master money market Account is drawn upon more than five (5) times during a statement cycle, the entire master money market Account balance will be returned to the Designated Account and the Money Market Sweep Service will be suspended until the beginning of the following cycle.

NOW Sweep

Our NOW Sweep Service allows you to direct us to: (a) withdraw Excess Funds in specific increments established by us, as of the close of each Business Day from your Designated Account that is a demand deposit Account and deposit them into a master NOW Account; and (b) take other actions related to Customer's NOW Sweep Service. Deposits held in the master NOW Account are insured by the Federal Deposit Insurance Corporation to the extent permitted by applicable law.

Return of Balances

When the Designated Account's balance falls below the Target Balance, we will automatically return certain Excess Funds to the Designated Account to reach the target requirement.

Federal Funds Sweep

Our Federal Funds Sweep Service allows you to direct us to: (a) withdraw Excess Funds, as of the close of each Business Day, in specific increments established by us, from your Designated Account that is a demand deposit Account and deposit them into a master federal funds Account; and (b) take other actions related to your Federal Funds Sweep Service. We invest the funds held in master federal funds accounts in federal funds transactions on behalf of our customers (a "Federal Funds Transaction"). **A FEDERAL FUNDS TRANSACTION IS NOT A DEPOSIT AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION.**

Return of Balances

When the Designated Account's balance falls below the Target Balance, we will automatically return certain Excess Funds to the Designated Account to reach the target requirement.

Security Interest

In the event that any Federal Funds Transactions are deemed to be loans, we shall be deemed to have pledged to Customer as security for the performance by us of our obligations under each such transaction, and shall be deemed to have granted to Customer a security interest in, that portion of the purchased federal funds and income thereon attributable to Customer.

Commercial Credit Sweep

If Customer is a customer which we have a line of credit, our Commercial Credit Sweep Service allows you to direct us to: (a) withdraw Excess Funds, as of the close of each Business Day, in specific increments established by us, from your Designated Account and apply such funds as a payment on the Credit Facility Account; and (b) take other actions with respect to Customer's Commercial Credit Sweep Service.

Repayment Transactions

As of the close of business on each Business Day, we shall determine the amount by which the Available Funds in Customer's Designated Account exceed the Target Balance, if at all, and we will debit the Designated Account in which there are Excess Funds and credit the Credit Facility Account in an amount equal to the lesser of (a) the amount by which the Available Funds exceed the Target Balance or (b) the then-outstanding balance of the Credit Facility Account ("Repayment Transaction"). However, we shall not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable by the parties. Customer grants us a security

interest in and right of set-off with respect to the Designated Account for the purposes of effecting Repayment Transactions, and for any other permissible purpose.

Loan Transaction

As of the close of business on each Business Day, we will determine the Deficiency Amount, if any. If we determine that there is a Deficiency Amount, we will debit the Credit Facility Account in an amount equal to the lesser of (a) the Deficiency Amount or (b) the amount which is available to be borrowed under the Credit Agreement (the lesser of such amounts being referred to as the "Available Credit"), plus the amount of any fees and charges payable under the Credit Agreement, and credit the Designated Account in an amount equal to the Available Credit ("Loan Transaction"). However, we will not be required to initiate any Loan Transaction in an amount less than a minimum sum mutually agreed to by the parties, and we will not be required to initiate any Loan Transactions if any default exists under any Credit Agreement or this Agreement or we are otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. Should the Credit Agreement mature, only loan payments will be made until the outstanding balance has been paid in full, and we will not be required to initiate any Loan Transaction. The Commercial Credit Sweep Service shall immediately and automatically terminate without notice, if (i) the Credit Agreement has been terminated; (ii) Customer has closed the Credit Facility Account; or (iii) we have demanded payment under the Credit Agreement.

VAULT

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Vault Services. Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement.

Introduction

Our Vault Services allows you to deliver your coin or currency ("Prepared Funds") and checks to:

- one of our branch locations ("*Branch*") or cash vaults (a "*Bank Control Vault*"), or
- any one of the cash virtual vaults operated by Brink's Incorporated (a "*Virtual Vault*")

for deposit into an account with us.

Set Up and Implementation. Before we can make the Service available to you, you must complete our setup and implementation process including establishing an account or accounts ("*Designated Account*") for deposits and change orders under this Agreement.

Other Services. If you wish to use any of our other services in connection with this Service, you must complete the Application Forms for that service, and your use of that service will be subject to the Terms and Conditions for that service.

Rules. The Designated Account and your transactions in the Designated Account are also subject to the Rules and Regulations Applicable to All Fifth Third Accounts (however named, as defined in the Master Agreement, the "*Rules*") as in effect from time to time. In case of any conflict between the Rules and this Agreement, this Agreement controls to the extent necessary to resolve the conflict.

Deposits of Prepared Funds.

Locations. You may choose any Branch, Bank Control Vault, or Virtual Vault for delivery of your Prepared Funds.

Deposit Bags. You are responsible for supplying and maintaining secure sealable bags ("*Bags*") approved by us to be used for deposits of coin, currency and checks. All coin, currency and checks for deposit must be placed in a Bag with a completed deposit slip for the Designated Account.

Process. On each "Business Day," we or our agent will open any Bag that we receive at a Branch, Bank Control Vault or Virtual Vault during posted hours, physically count and bundle the Prepared Funds contained in the Bag and deposit the Prepared Funds under the deposit slip to the Designated Account. Any deposits received after the posted cutoff time for that location or on a day that is not a Business Day will be credited to the Designated Account on the next Business Day. You are responsible for the selection of the courier and you understand that we do not

guarantee or insure the safety of the deposits until we accept your Bag. A “*Business Day*” is a weekday on which the applicable Branch, Bank Control Vault or Virtual Vault is open to the public for the transaction of business.

Checks. Any checks, drafts or items included in the contents of a Bag will be forwarded for processing under our standard procedures. We are not responsible for the Bag or its contents until accepted by us (or our agents) at a Branch or Vault.

Credit of Funds.

Deposits. We will credit the Designated Account with the aggregate dollar amount of the Prepared Funds stated on the corresponding deposit slip. Such credit is provisional and subject to adjustment upon physical receipt of the Prepared Funds at the appropriate Federal Reserve Bank, or after we complete the physical count. You acknowledge that we will adjust your account for any errors including bundle differences and strap differences or as a result of counterfeit or contraband Prepared Funds. Similarly, provisional credit will be given for checks and other coin and currency received on the Business Day of deposit, subject to applicable cutoff times and the Rules.

Counts. You agree that our count of Prepared Funds deposited is final and conclusive. We are not be liable for any shortage due to any counterfeit or contraband Prepared Funds, whether discovered upon delivery of the Prepared Funds to us or thereafter. In no event are you entitled to any amount in excess of the correct balance of the deposit, whether the error was caused by improper commingling of funds, inaccurate counts, clerical error or otherwise.

Change Orders.

Process. You may order currency and coin from us (a “*Change Order*”) at any time. We will physically count and bundle the currency or coin ordered by you and make them available to you at a Branch or Vault location as designated by you, provided we receive the Change Order prior to the Cutoff Time on a Business Day. If the Change Order is received after the Cutoff Time or is received on a day that is not a Business Day, the order will be processed on the next Business Day. Delivery of orders occurs within two Business Days of acceptance of the Change Order. You must notify us of any discrepancy pertaining to Prepared Funds ordered pursuant to a Change Order within two Business Days after you receive them. You must provide us with documentation to support any such discrepancy.

Debit. We will debit the Designated Account with the dollar amount of the Change Order on the day the Prepared Funds are delivered to you.

Statements and Notices. Your deposit activity and Change Orders through the Service will be reflected on your regular monthly statement for the Designated Account as provided in and subject to the Rules. You should carefully and promptly review the statements we provide or make available to you. We offer a number of additional options for deposit reporting and viewing your account activity. Subject to the deadlines set forth in this Agreement, you must notify us of any error or account problem within 30 days of the date we sent or otherwise made available to you your monthly statement or other account information indicating the error or account problem.

WIRE TRANSFER

The following, together with the Master Treasury Management Agreement between Fifth Third Bank and Customer, sets forth the terms and conditions under which Fifth Third will provide its Wire Transfer Services Capitalized terms used herein without definition shall have the meaning given such terms in the Master Treasury Management Agreement.

Our Wire Transfer Service permits Customer to transfer or receive U.S. dollar funds electronically and, as appropriate, to transmit or receive related messages as more fully described in the applicable Bank User Manuals. These transfers are typically to or from Customer’s Accounts with us, at our Bank Affiliates or at other eligible domestic or foreign banks. These transfers may also include transfers from Customer’s Accounts with us in accordance with Customer’s Instructions. They also may be batch payments made according to multiple Requests within a single electronic data file for transfers from Customer’s Accounts. Our Wire Transfer Service does not apply to ACH Services within the U.S., which are covered in the ACH section of this Agreement.

Definitions

Drawdown Request means any request from another financial institution to initiate a wire transfer on Customer's behalf for or from an Account.

Request means Customer's instructions (including the Instructions of any Authorized Agent) to us to debit Customer's Account, including for purposes of executing a Drawdown Request, or another person's account in connection with a wire transfer.

Compliance with Rules and Laws

Customer agrees to comply with all applicable payment system rules, including the national payment system rules, and any other applicable laws and regulations of the receiving country of Customer's transaction. Customer also agrees to comply with the authorization and notice requirements applicable to any Request to debit another person's account. Any terms used and not defined in this section shall have the meaning given them in UCC Article 4A.

Authorized Agents

Before using the Wire Transfer Service, Customer shall give us a written list, in a form acceptable to us, of Authorized Agents to perform certain duties in connection with such Service, including without limitation, any financial institution or other third party Customer has designated as its agent to make Drawdown Requests. All wire transfers must be verified using the Security Procedure in the Bank User Manuals as in effect from time to time with respect to Customer's use of the Wire Transfer Service.

Account Debits

Customer may initiate a Request only if the offsetting debit to its Account will not cause Customer to exceed the Account balance. However, if we act on a Request absent Available Funds in the Account, Customer is obligated to pay us the amount of any such Request once we act on Customer's Request. We may at any time require Available Funds before we process Customer's Request. Even if we have done so in the past, we are not obligated to process any Request without having first been paid by Customer, but, if we do, the amount is immediately due and payable without notice or demand.

Prior to initiating any Request to debit an account of a third party, Customer must provide us with documents, in a form acceptable to us, evidencing the third party's authorization. Customer will pay us for the amount of any returned or rejected debit transactions, or any adjustments, which we previously credited to Customer's Account. If, for any Business Day, we receive more than one Request or other Items payable from Customer's Account, we may debit Customer's account for such Requests and Items in any sequence we determine in our sole discretion.

Acting on Requests

We will use any means of transmission, funds transfer system (including without limitation Fedwire), clearing house, or intermediary bank we reasonably select to transfer funds.

After we receive a Request by the applicable processing deadline as specified in the applicable Bank User Manuals, but no later than the value date stated in Customer's Request (if such date is not earlier than the day such Request is received), we will act upon such Request by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party. If applicable, our acting on Customer's Request will also be subject to the Business Day schedule of any of our offices or offices of our Bank Affiliates holding an Account to be debited or credited under a Service. We may treat Requests we receive after a deadline as if we received them on the next Business Day.

Rejection of Requests

We may reject any Request that does not comply with the requirements of this Agreement or the applicable Bank User Manuals, including any processing limits described in such Bank User Manuals, or which we have been unable to verify through use of the Security Procedure. We also may reject any Request that exceeds the Available Funds on deposit with us in the Designated Account. We may also reject any Request if it is returned for any reason under the applicable national payment system rules of the receiving country of Customer's transaction.

In the event we reject a Drawdown Request, we will use reasonable efforts to notify Customer by telephone. Otherwise, we will confirm each Drawdown Request that we execute by a written advice and by an entry on the applicable Account statement.

Cancellation or Amendment

If Customer sends us a Request instructing us to cancel or amend a prior Request and we are able to verify the authenticity of the cancellation or amendment Request using the Security Procedure, we will make a reasonable effort to act on that Request, but we will not be liable if it is not effected. Customer agrees to indemnify us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature, including Legal Expenses, that we incur in connection with Customer's Request to amend or cancel. Customer's obligations under this provision will survive termination of the Wire Transfer Service.

Provisional Payments

Payment by us for any transaction we credit to Customer's Account is provisional until we receive final settlement for the transaction. If final settlement is not received, we are entitled to a refund and we may charge Customer's Account for the amount credited.

Inconsistency of Name And Number

A beneficiary's bank (including us when we are the beneficiary's bank) may make a payment to a beneficiary based solely on the account number or other identifying number. We, or an intermediary bank, may send a Request to an intermediary bank or to beneficiary's bank based solely on the bank's identifying number. We, any intermediary bank, or any beneficiary's bank may do so even if the Request includes names inconsistent with the account number or other identifying number as long as the inconsistency is not known by us or such other bank. Neither we nor any other bank has a duty to determine whether a Request contains an inconsistent name and number.

Unauthorized or Erroneous Drawdown Requests

Customer agrees to exercise ordinary care (a) to determine whether each Drawdown Request that we execute has been authorized by Customer (including its Authorized Agents) and to discover any errors relating to any such executed Drawdown Request, and (b) to notify us of the facts relating to any authorized Drawdown Request that we execute or error immediately after discovering them.

Customer must notify us in writing in a manner provided for in the Bank User Manuals of any erroneous or unauthorized Drawdown Requests that we execute no later than thirty (30) days after we notify Customer that the Drawdown Request has been executed or the Account has been debited to pay for the Drawdown Request, whichever is earlier. If Customer fails to notify us in writing within that time period and we are required under applicable law to refund all or part of Customer's payment, we will not pay any interest on the amount refunded and, except as otherwise provided by UCC Article 4A or other applicable law, Customer agrees to reimburse us for our losses.

GLOSSARY

ACH or Automated Clearing House means the funds transfer system we use that provides for the interbank clearing of electronic entries for participating financial institutions and is governed by the Operating Rules.

Account means each account that Customer maintains with us for business or commercial purposes and not for personal, family, or household purposes.

Account Fees means any fees that we impose for an Account or in connection with a Service from time to time, including any fees set forth in the Rules or any additional written agreement between the parties.

Application Forms means the forms providing Customer's operational information relating to the Service(s), that Customer has elected to use together with a duly executed written request by Customer to us pursuant to this Agreement to provide one or more Services to Customer, which request may designate, among other things, the Authorized Agent(s) and Designated Account(s) for the related Service.

Authorized Agent means any person or entity designated by Customer in the Application Forms who is duly authorized to act on Customer's behalf and bind Customer and any person who, by course of dealing or otherwise, is authorized to act on Customer's behalf and bind Customer. The term Authorized Agent also shall include any financial institution Customer (including any Authorized Agent) designates to initiate a Drawdown Request.

Available Funds means those funds that are made available in an Account in accordance with our Funds Availability Policy.

Bank Affiliate means, at any given time, any one or more direct or indirect subsidiaries of Fifth Third Bancorp and its successors and assigns, but not us.

Bank User Manual means our operating procedures that are applicable to a specific Service, as the same may be amended from time to time. Some Services do not have Bank User Manuals.

Business Day means a weekday on which our processing center providing the applicable Service is open to the public for the transaction of business.

Cutoff Time(s) means those cutoff times or periods of time applicable to a Service that we establish from time to time.

Deficient Check means a check on which the MICR-encoded information is not accurately readable by our check-scanning equipment.

Designated Account means an Account or Accounts designated by Customer in the Application Forms or otherwise to and from which Customer specifically authorizes us to effect transactions in connection with a specific Service.

Facsimile Number means the facsimile number or numbers that Customer specifies to us by written notice in connection with a Service.

Federal Reserve means the Board of Governors of the Federal Reserve System.

Federal Reserve Bank shall mean the Federal Reserve Bank of the Federal Reserve District in which the Bank listed on the this Agreement Form is primarily located.

Funds Availability Policy means our policy, as in effect from time to time, which sets forth when funds deposited into Customer's Account will be available.

Identification Code means any personal identification number, test key, access code, password or other security device or authentication measure used in connection with a Service.

Instructions means instructions or data transmitted to us in accordance with this Agreement to originate payment orders for the purpose of making a payment to a designated beneficiary through the debit of funds from an Account, including without limitation, Entries and Drawdown Requests transmitted to us.

Items means checks and other items of payment excluding electronic transfers.

Legal Expenses means any and all out-of-pocket costs and expenses, including fees and expenses of lawyers and court costs, incurred in connection with this Agreement.

Lockbox means a post office box that we rent to provide Customer the Lockbox Services.

Losses means any and all actions, claims, demands, losses, liabilities, judgments, settlements or expenses whatsoever, including Legal Expenses.

MICR means "magnetic ink character recognition," and "MICR-encoded" refers to information represented by the coded numbers appearing on the bottom of a check.

Payment Deadline means those time(s) applicable to a Service, as set forth in the Bank User Manual.

Postal Service means the United States Postal Service.

Presented Checks means checks drawn upon a Designated Account and presented to us for payment.

Remittances means invoices, vouchers and coupons relating to Items.

Rules means the written terms, provisions, operating rules and regulations with respect to an Account as set forth in the Rules and Regulations Applicable to All Fifth Third Accounts and Cards.

Service means each of the treasury management services described herein.

System means the software package acceptable to us that will enable Customer to use any applicable Service.

System Administrator means each individual whom Customer designates to us in writing as being its System Administrator with respect to any Service.

Telephone Number means the telephone number or numbers that Customer specifies to us by written notice for a particular Service.

Third-Party Account means a deposit account maintained with us that is not owned by Customer.

UCC means the Uniform Commercial Code as adopted and in effect in the state in which the Bank listed on this Agreement is primarily located, as may be amended or modified from time to time.