



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 in this Agreement or in any Schedule have the meanings given to such terms in the Glossary of the Terms and Conditions or in this Agreement. “*Fifth Third Bank*,” “*we*,” “*us*,” or “*our*” as used in this Agreement refer to the Fifth Third Bank entity in whose name this Agreement is accepted. If we provide Customer with Services in connection with an account or other relationship that the Customer has with another bank subsidiary of Fifth Third Bancorp (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 the Terms and Conditions of the Services (“*Terms and Conditions*”) and any applicable Bank User manual pertaining to such Service(s). Customer may request Services 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. For some of our Services, Customer may be required to complete a set-up and implementation process before the Service is available. As part of this process, Customer may be required to complete set-up and implementation forms. These forms provide us with information about Customer’s intended use of the Service. Customer consents to the completion of these forms by Customer’s Fifth Third Bank relationship manager. We will

rely on the information provided to us on these forms in providing the Services.

When Customer submits Application Forms to us, we are entitled to treat them as Customer’s authorization to provide the Services to Customer in accordance with the specifications and instructions set forth in the Application Forms and the Terms and Conditions. Any changes by Customer to the Application Forms must be made in writing, and such changes shall be effective only after we receive the written requests for such changes and we have had a reasonable opportunity to act on them. We may, in our discretion, permit Customer to request a Service through other means. Customer shall be deemed to have accepted the Terms and Conditions for a Service if Customer uses such Service, allows others to do so, or makes any payment for such Service.

Fees and Taxes

Customer agrees to pay for the Services in accordance with a separately agreed pricing amendment or, to the extent a pricing amendment is not in effect our standard account fees and charges for the Services in effect from time to time. In addition, Customer agrees to pay our standard fees and charges for any requested or required special service or handling. Customer shall be liable for all taxes attributable to the Services or the agreements contained in this Agreement (exclusive of taxes based on our employees or net income). 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, taxes and expenses in the order in which they were due.

Use of System

If a Service involves the use of software, hardware or databases provided by or through us (a “*System*”), we or the vendor may require Customer to execute a license or agreement to use or acquire the System. Customer agrees to treat the System as strictly confidential at all times and to train its employees in the proper and secure use of the system. Customer is solely responsible for the use or misuse of the System and assumes the risk of all consequences of the use or misuse of the System by Customer, its personnel or otherwise.

Customer Information

In providing the Services, we are entitled to rely upon the accuracy of all information and authorizations received from an officer, employee, agent or representative of Customer, or another person acting on Customer's behalf (an "*Authorized Agent*"), and on the authenticity of any signatures purporting to be of an Authorized Agent. Each payment order, wire transfer instruction, ACH entry or entry data and other message or instruction to pay or transfer funds (an "*Instruction*") that is sent to us electronically in accordance with the applicable Security Procedures (if any) shall be considered to be an original writing and to have been signed by an Authorized Agent. 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 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 an authorization provided to us in connection with Services including any limitations on Customer's Authorized Agents, and further agrees 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.

Account and Routing Numbers

Customer understands that we are not responsible for detecting errors in any Instruction, including the identifying number of any intermediary or beneficiary's bank or receiver, even if that number does not correspond to the bank or receiver identified by name. Customer acknowledges and agrees that funds transfers may be made on the basis of account number or other identifying number (including a bank transit routing number), and that we and any intermediary and receiving bank may rely on the account number or other identifying number of any bank, person or bank account specified in the Instruction even if such

numbers identify a bank, person or bank account different from the bank, person or bank account designated by name. 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 or other information provided by Customer.

Our Representations and Warranties

We represent and warrant to Customer that: (i) we are duly organized, validly existing, and in good standing in the jurisdiction in which we are organized; (ii) the execution, delivery and performance by us of this Agreement has been authorized by all necessary corporate and governmental action; (iii) the persons signing this Agreement on our behalf are duly authorized to do so; and (iv) our execution and performance of this Agreement does not and will not violate any laws, operating rules, or regulations applicable to us or the transactions contemplated by this Agreement, or our articles of association, bylaws or similar governing documents.

Except as expressed elsewhere in this Agreement, we make no other representations or warranties, either express or implied, of any kind with respect to any Service or our performance of the Services, including, without limitation, those of merchantability and fitness for a particular purpose, except as expressly provided for in the terms or conditions of this Master Agreement. No descriptions or specifications constitute representations or warranties of any kind

Customer Representations and Warranties

Customer represents and warrant to us that: (i) Customer is duly organized, validly existing, and in good standing in the jurisdiction in which Customer is organized, and is validly qualified in any other jurisdiction where Customer does business and is required to be qualified; (ii) the execution, delivery and performance by Customer of this Agreement and the Application Forms have been authorized by all necessary corporate and governmental action; (iii) the persons signing this Agreement and the Application Forms on Customer's behalf are duly authorized to do so; (iv) the execution and performance of this Agreement and the use of the Services do not and will not violate any laws, operating rules, or regulations applicable to Customer, Customer's articles of incorporation,

bylaws or similar governing documents or any material agreement to which Customer is bound; (v) each transaction has, and each Account is maintained for, a business or commercial purpose and not a personal, family or household purpose; and (vi) Customer does not engage as a participant in internet gambling.

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 by Customer is no longer true.

Security Procedures; Operating Procedures

“*Security Procedures*” 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 payment orders and other Instructions sent to us, as well as access to Services and other communications from 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. 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 sent to us. Customer may change its choice of Security Procedures at any time by requesting the same in writing to us.

We notify customers of security breach incidents involving their information in accordance with the "Federal Banking Interagency Guidance on Response Programs for Security Breaches dated March 23, 2005" as amended and applicable state laws.

If we accept and act in good faith on a payment order issued to us in Customer's name and in

accordance with the Security Procedures and any written agreement between Customer and us, the payment order is effective as Customer's payment order whether or not it is authorized, and Customer is bound by it. Any other Instruction communicated to us in Customer's name in compliance the Security Procedures and all access to, and use of Services using the Security Procedures are considered authorized and binding on Customer. If instead of accepting and following the Security Procedures we offer, Customer instead chooses to communicate with us pursuant to some other procedure, Customer is refusing the Security Procedures we recommend as commercially reasonable and Customer will be bound by any payment order or other Instruction issued in Customer's name and accepted by us in compliance with that procedure. The Security Procedures are in addition to, and do not limit, revoke or affect the authority of any person (whether by course of dealing or otherwise) to transmit Instructions in Customer's name. We may continue to rely upon such authority and we are authorized to act upon Instructions received from persons acting pursuant to such authority.

In addition to the Security Procedures, we may, in our discretion, use additional procedures to verify the authenticity of Instructions communicated to us. We will not be responsible for our 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.

Access Channels

This Section governs the access to accounts and Services through our internet access portals including *Fifth Third Direct*® (“*Fifth Third Direct*”) and through Account Management & Payments (“*AMP*”), our internet based suite of Services. The features and options available through Fifth Third Direct and AMP are described in greater detail below and in the Bank User Manual (which we may also refer to as a “*User Guide*”) for these Services.

Administration. As part of the set up process for Fifth Third Direct, Customer will appoint a person (“*Administrator*”) with complete authority on Customer's behalf to manage the

use of Fifth Third Direct. The Administrator has critical authority with respect to Fifth Third Direct including the authority to: designate personnel (“users”) including the Administrator with access some or all of the Services or Service features through Fifth Third Direct and AMP; establish approval processes and limitations (such as dollar amount and transaction type) on the user’s authority for certain Services; enable the assignment of user ID’s and passwords; and accept and act on all communications from us regarding Fifth Third Direct. We rely on the authority of the Administrator in providing Services to Customer.

Security Procedures. Access to Fifth Third Direct and to other Services through Fifth Third Direct or AMP is subject to Security Procedures. The Fifth Third Direct Service generates unique user ID’s and initial passwords for each user designated by the Administrator. The use of user ID’s and passwords, and where applicable, Access Devices (as described below) constitutes the Security Procedure for the Service accessed through Fifth Third Direct. Customer understands that all access to, and use of the Services by Customer through Fifth Third Direct using the Security Procedures is considered for all purposes and without further investigation to be authorized by Customer. We will act and rely upon all payment orders and other Instructions and directions to us through Fifth Third Direct or AMP using the Security Procedures.

Access Devices. Access to some Services may require the use of a security token or other security or authentication device and related software (an “Access Device”). Proper use of the Access Device is part of the Security Procedure for these Services. Since an Access Device facilitates access to our Services, it is critical that Customer carefully control the distribution and use of the Access Devices to insure that they are only available to, and used by personnel as authorized by Customer. The use of the Access Device is subject to any terms of use accompanying the Access Device or any required license, and may only be used as and where delivered to Customer and only for the purpose of accessing our Services. Customer agrees to carefully follow and observe the instructions provided with the Access Device and to properly use, care for and maintain the Access Device. Each Access Device and the related technology, documentation and materials at all times remain our or our vendor’s property.

Customer Responsibilities. In addition to adhering to the Security Procedures, Customer agrees to (a) institute prudent procedures and practices to control access to the Services and to mitigate the risks of conducting transactions through the internet, (b) institute and enforce effective policies and procedures to ensure that its personnel use the Service only as authorized and within the limits of their permission or authority, and only for the specific features for which they have authority, (c) incorporate reasonable security features in its computer systems, and (d) comply with all laws applicable to Customer’s use of Fifth Third Direct and Services through Fifth Third Direct. We are not responsible if any person exceeds the limits of their authority or permission rights, or unauthorized personnel gain access to a Service through the use of the Security Procedures.

Equipment and Software. Customer is solely responsible for having and maintaining at its expense proper functioning hardware, software and communication devices and Internet access and service necessary for use with Fifth Third Direct and AMP.

While our websites include encryption and other data protection features, Customer understands that the Internet is inherently insecure and that there is a risk that data communications and transfers can be monitored, intercepted, rerouted, copied and read by others. We are not liable if these risks occur or for the use of such data by others, or if privacy is not maintained.

Account Management & Payments

AMP enables Customer to manage daily cash balances, research and reconcile account activity, and initiate funds transfers. Customer may elect to enable one or more or all of the modules for Customer or a particular user. The features and options available through AMP are described in greater detail below and in the Bank User Manual for AMP. AMP is only available through Fifth Third Direct.

Administration. AMP is administered on behalf of Customer by the Administrator. In addition to any other authority the Administrator may have with respect to Fifth Third Direct and other Services, the Administrator will have the very important authority with respect to AMP to:

- designate users with authority for some or all features of AMP,
- appoint other Administrators with the authority of an Administrator,
- give us instructions and access reports relating to AMP,
- elect to enable email alerts, specify the types of alerts to be received and designate the destinations to which alerts are sent,
- elect to enable access to our ACH Origination Service, Wire Transfer Service and account transfers between deposit accounts and commercial loan accounts (“*Funds Transfers*”) and designate users (including the Administrator) with authority to execute Funds Transfers, and
- establish approval protocols and limitations for transactions including Funds Transfers.

AMP Administrator’s Authority. Customer may authorize the Administrator to have non-functional authority (authorized only to add and administer users) or functional authority (with authority to use the Service including for Funds Transfers). In the set up process for AMP, the Administrator will have the option to require Dual Control Administration, meaning that the approval of a second Administrator is required to verify the designation and authorization of a designated user. We recommend that Customer elect to require the Dual Control Administration. We will rely on the authority of the Administrator and users designated by the Administrator until we receive written notice of a change and we have a reasonable opportunity to act on the notice. Customer is solely responsible for the actions, instructions and decisions of the Administrator and the designated users.

Funds Transfers. The use of our Funds Transfer Services through AMP is subject to the Security Procedures for those Services, respectively, including the use of an Access Device. The Security Procedures include a variety of approval options, user limitations and controls which are described in greater detail in the Bank User Manual. We recommend that Customer establish an approval protocol appropriate for Customer’s particular circumstances. If Customer does not establish and require adherence to an approval protocol for Funds Transfers or if Customer selects a “no approval”

option, Customer assumes the risks of all transactions which could have been prevented by requiring approval. Customer acknowledges that Customer has considered the various Security Procedures available to Customer and that the Security Procedures Customer selects are suitable for Customer for the size, type and frequency of transactions Customer will initiate. Funds Transfers involving only internal account transfers may not be subject to all of the Security Procedures for other Funds Transfers.

Account Information. Depending upon the service level Customer selects, Customer will have access to account and transaction information on a prior day or intraday basis, or both. Account information changes frequently and is subject to updating, verification, and correction. We assume no responsibility for Customer’s reliance on any account or Service information subsequently updated, verified or corrected.

Email Alerts

Some of our Services, including AMP offer an email alerts feature. If Customer elects to use this feature, our system will send an email alert (an “*Alert*”) to users designated by the Administrator that an activity, status or action selected by the Administrator regarding a selected account has occurred.

Set Up. The Alerts feature is set up by the Administrator. Customer is solely responsible for the selection, security, accessibility and accuracy of the email addresses the Administrator provides to us.

Informational Use. Alerts are provided for Customer’s information and convenience only. An Alert does not constitute a bank record for the account to which it pertains. The Alerts feature is meant to assist Customer in managing Customer’s accounts, but is not intended as a substitute for proper account management or regular use of our AMP and other information Services.

Delivery Risks. Customer’s receipt of any Alert may be delayed or prevented by Customer’s internet service provider, delays in the internet generally, traffic congestion, failure of telecommunications systems, delays or failures associated with Customer’s systems and many other circumstances beyond our control. We do

not guarantee the delivery of any Alert. We will not be liable in any way for non-delivery, delayed or wrong delivery of an Alert, inaccurate content in an Alert, or Customer's use of, or reliance on the absence or contents of any Alert for any purposes.

Security. Alerts are sent via the internet without being encrypted or otherwise coded in any way, and may include Customer's name and certain information pertaining to Customer's account. We are not responsible if an unauthorized person has access to the Alerts.

Replies. Customer is not permitted to reply to email Alerts; any reply Customer sends will not be read or acted upon. **Customer should never respond to any request purportedly from us to provide Customer's account numbers or security details such as passwords.** Any such purported request or other unusual emails purportedly part of the Service must be reported to us immediately.

Compliance

This Agreement and the use and provision of Services are subject to all applicable state, Federal, local and foreign laws, rules, regulations and other law including, without limitation, rules, regulations and operating procedures, policies and guidelines promulgated by NACHA - the Electronic Payment Association, the Federal Reserve Board, any money transfer systems or clearinghouses used by us in providing Services to Customer. Both parties agree to comply with applicable law in using the Services including in connection with any Instruction sent to us. Customer will not accept any payments in any accounts with us in connection with unlawful internet gambling.

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 BY US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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.

Indemnification Obligations

Customer agrees to indemnify and hold us and each Bank Affiliate, and our and their respective officers, directors, employees, shareholders and agents (collectively, "*Representatives*"), harmless from and against any and all losses, liabilities, damages, actions, claims and expenses including court costs and reasonable attorneys' fees and expenses ("*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 and Regulations Applicable to All Fifth Third Accounts (however named, the "*Rules*"), or (b) our providing the Services including carrying out any Instruction given to us in accordance with this Agreement.

We agree to indemnify and defend at our own expense or settle any action brought against Customer to the extent that it is based on a claim that Customer's use of a Service directly infringes a copyright, trademark, or patent or constitutes misappropriation of a third party trade secret, provided, however, that Customer (i) promptly notifies us in writing of such claim, (ii) has not made any admission of liability or agreed to any settlement or other material issue relating to such claim, (iii) reasonably cooperates with us at our expense in the defense or settlement, (iv) gives with sole control and authority over the all aspect of the defense or settlement of such claim.

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.

Confidentiality

Customer agrees to safeguard and not disclose to any third party (a) the payment and pricing terms or fees for the Services or (b) any Security Procedures, including Identification Codes, 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 must notify us immediately if there has been a breach of its security, or any Security Procedures have been compromised, or any Security Procedures have been lost, stolen or misused.

We acknowledge that information we obtain from Customer in connection with any Service we provide to the Customer in accordance with this Agreement may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information. Notwithstanding the foregoing, we may share Customer's information in accordance with the Fifth Third Privacy Notice for Commercial Customers.

Duty to Inspect

Customer is responsible for monitoring all Services and activity in its accounts with us including individual transactions. Customer agrees to review the information we send or make available to Customer through reporting services and to notify as soon as reasonably possible of any discrepancy between its records and the information we provide or make available. Customer agrees that no more than 30 calendar days is a reasonable time for Customer to notify us of errors or discrepancies unless applicable laws, rules or regulations provide for a shorter period.

Customer acknowledges that we offer a variety of tools, including positive pay which can be effective in assisting Customer in reducing the incidence of fraud and other unauthorized activity in Customer's accounts. To the extent Customer chooses not to utilize such tools,

Customer will be deemed to have assumed the risks of the activities which could have been prevented by the proper use of such tools.

Deficient Checks

Customer agrees not to change the supplier of the checks that it uses for accounts with us 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 in any way, and (b) we determine and notify Customer that the test checks are acceptable. If we experience problems processing the checks Customer provides using our normal processing procedures, we will notify Customer and suspend any Service until 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 account on which it is drawn or presented or would reduce the balance in such account below any required minimum balance (i.e., the item, transaction, or instruction would create an "*overdraft*"). If we decide in our discretion to process an item, transaction, or Instruction despite the overdraft, Customer agrees to reimburse us upon demand for (a) the full amount of any overdraft or shortfall created by that item, transaction or Instruction, (b) all overdraft fees and charges, (c) interest on the amount of overdraft or shortfall for the day of the overdraft or shortfall was created and for each following day until the overdraft or shortfall has been paid or restored and (d) all Losses we incur in collecting from Customer the overdraft, 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 checks or other 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. 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

If we in good faith determine 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 amounts, 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. We will to the extent not restricted by law communicate our decisions 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.

Audit

General. We reserve the right, for ourselves and our regulatory authorities to audit, inspect and, if warranted, test Customer's equipment, IT infrastructure, workflow and processes, and security policies and procedures relating to a Service (collectively, "*Processes*"). Customer agrees to reasonably cooperate with us and make its facilities, Processes and all relevant records, reports, information and personnel relating to the Processes available to us.

Limitations. The purpose of any audit we may conduct is limited to assessing the security and compliance with applicable standards of the Processes in connection with Customer's use of our Services. We will not exercise this right except to the extent required by our regulatory authorities or we are made aware of actual or potential incidents of material weaknesses or security breaches in the Processes relating to the Service. If we desire to conduct an audit, we

will give Customer at least five days advance notice, conduct the audit only during business hours and strive to avoid any disruption or interference with Customer's operations. The results of any audit or the fact that we do not conduct an audit are not to be taken as an assessment of the Processes or compliance with any standards. We will each bear our own costs in connection with the audit.

Confidentiality. We will keep confidential the information Customer provide us in connection with the audit, as well as the results and our findings with respect to the audit except to the extent disclosure is required by our regulatory authorities or applicable law or legal process. We will not seek access to any information Customer is prohibited by law or contract from providing or making available to us, including Customer's personal financial and other confidential or protected information.

Recommendations. If, as a result of any audit or inspection we make a material recommendation relating to the Processes and Customer fails to institute any such recommendation, we have the right to terminate or suspend each affected Service pending satisfactory resolution of the circumstances giving rise to the recommendation.

Processors

Customer acknowledges and agrees that we may arrange for some or all of the Services to be performed or provided by third-party processors, including one of our affiliates ("*Processors*").

Vendors

Any third-party servicer or vendor used by Customer in connection with the Services ("*Vendor*") is Customer's agent and not ours, and Customer will be liable and solely responsible for: (a) any Vendor's failure to comply with this Agreement, the Terms and Conditions or any Security Procedures or operating requirements relating to the Services; (b) all fees, costs and expenses owed to each Vendor for its services; and (c) any Losses incurred as a result of any Vendor's failure to perform, or delay or error in performing, its services.

Setoff

Customer grants us a contractual right of setoff against Customer's deposits and funds in Customer's accounts with us and any Bank Affiliate at any time in order to satisfy any unpaid or unperformed obligation to us under this Agreement, now or at any time in the future. We may exercise our right of setoff without demand or notice, and without recourse to any other collateral. In addition, Customer grants to us a security interest in Customer's deposit accounts with us or our Bank Affiliate. Our rights and interests provided in this Section are limited to the extent of limitations and restrictions imposed by applicable law.

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, failure of telecommunications, internet 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.

Termination

Either party may terminate this Agreement or any Service at any time by giving 30 days' prior written notice of termination to the other party. We may terminate or suspend immediately any Service without notice to Customer if Customer fails to maintain sufficient available funds in any account maintained for a Service. In addition, we may terminate this Agreement or terminate or suspend any Service immediately upon notice to Customer if: (a) Customer closes any account established in connection with the Services without establishing a replacement account; (b) Customer breaches a material obligation under this Agreement, any applicable law or any other agreement with us; (c) Customer becomes insolvent, is 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 termination of this Agreement, Customer shall: (a) promptly pay to us all sums due or to become due under this Agreement; (b) return immediately to us at Customer's expense 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 and indemnification shall survive the termination of a Service or this Agreement, as applicable.

Entire Agreement

This Agreement, together with the Terms and Conditions, any applicable Bank User Manuals, the Application Forms, the Rules, the signature card, the account fees, and any resolution or other document establishing Customer's authority to engage in the Services and open the Designated Accounts (collectively the "*Related Agreements*"), 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 notice of account fees 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 receipt of such notice, Customer is bound by the Terms and Conditions as so modified.

Notwithstanding the foregoing, if a change to this Agreement or the Terms and Conditions is required by law or a regulatory authority with jurisdiction over us or is, in our discretion, necessary to preserve or enhance 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 Ohio. Customer irrevocably submits to the nonexclusive jurisdiction of the courts of the state and federal courts in Ohio and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

Notices

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 we 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*". 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 and the Related Agreements.

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 acknowledges and agrees that it is responsible for the payment of fees for the Services that it receives from us, or for the maintenance of balances as the case may be.

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 and the Related Agreements.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO MASTER TREASURY MANAGEMENT AGREEMENT

CUSTOMER NAME: _____ **TAX ID NUMBER:** _____

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

Signed _____

By _____
(PRINT)

Its _____
(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 _____

Its _____

Dated _____, _____

This Agreement includes the following Subsidiaries:

Subsidiary Name

Tax ID No.
