



**City of Petersburg
Virginia**

www.petersburgva.gov

City Council

Samuel Parham, Mayor – Ward 3
John A. Hart, Sr., Vice Mayor – Ward 7
Treska Wilson-Smith, Councilor – Ward 1
Darrin Hill, Councilor – Ward 2
Charles Cuthbert, Councilor – Ward 4
W. Howard Myers, Councilor – Ward 5
Annette Smith-Lee, Councilor – Ward 6

City Manager

Aretha R. Ferrell-Benavides

SPECIAL CITY COUNCIL MEETING AGENDA

**September 21, 2020
Live Stream
Petersburg, VA
12:00pm**

- 1. Call to Order**
- 2. Roll Call**
- 3. Closed Session:**
 - a. A motion to convene in closed session pursuant to Section 2.2-3711 (A)(29) for the purpose of discussion of the award of a public contract involving the expenditure of public funds and discussion of the terms or scope of such contract where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body. Specifically, the discussion of the award of the banking services contract.
- 4. Consideration:**
 - a. Consideration of a resolution to authorize the City Manager to execute a banking services contract for the City of Petersburg and designate Atlantic Union Bank as a Depository for City Funds.
- 5. Adjournment**



City of Petersburg

Ordinance, Resolution, and Agenda Request

DATE: September 17, 2020

TO: The Honorable Mayor and Members of City Council

THROUGH: Aretha R. Ferrell-Benavides, City Manager

FROM: Robert A. Floyd, Director of Budget and Procurement

RE: **Emergency Purchase for Banking Services**

PURPOSE: To request that the City Council review the Emergency Purchase request to enter into a contractual agreement with Atlantic Union Bank for Banking Services.

REASON: To secure banking services to continue government operations

RECOMMENDATION: Recommend Council approve Emergency Purchase request and to approve the resolution.

BACKGROUND: On December 3, 2014, the City entered into a contract with SunTrust Bank, now Truist Bank, for Banking Services for a three (3) year term with two (2) renewal options. The contract also allowed for up to a twelve (12) month extension period. The City's current contract for Banking Services will expire February 1, 2021. The Budget and Procurement issued a Request for Proposal #20-0024 dated May 7, 2020 and received no proposals. A new Request for Proposal #20-0026 was issued June 28, 2020 and resulted in no valid responses received. The proposal received was found to be nonconforming as it was submitted electronically rather than in hard copy form as required under the solicitation. Given the need to secure such services in order to continue the operation of government, the Purchasing Agent reached out to the offeror. A subsequent proposal was submitted and negotiated, and the Purchasing Agent determined that this proposal qualifies to be accepted as an emergency procurement in accordance with 2-393 of the City Code.

COST TO CITY: N/A

BUDGETED ITEM: N/A

REVENUE TO CITY: N/A

CITY COUNCIL HEARING DATE: September 21, 2020

CONSIDERATION BY OTHER GOVERNMENT ENTITIES: N/A

AFFECTED AGENCIES: All Departments

RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION: N/A

REQUIRED CHANGES TO WORK PROGRAMS: N/A

ATTACHMENTS: Resolution
Proposal from Atlantic Union Bank

STAFF: Robert A. Floyd, Director of Budget and Procurement

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A BANKING SERVICES CONTRACT FOR THE CITY OF PETERSBURG AND DESIGNATE ATLANTIC UNION BANK AS A DEPOSITORY FOR CITY FUNDS

WHEREAS, Section 2-168 of the City Code requires the Treasurer to keep all money in his hands belonging to the city in such banks as the city council may, by resolution, designate as a depository for city funds; and

WHEREAS, this section further requires that any such bank meet the requirements for Security for Public Deposits Act (Code of Virginia Section 2.1-359 *et. seq.*); and

WHEREAS, the City issued a formal solicitation for such services on [**insert date procurement issued and RFP Number**]; and

WHEREAS, only one response was received to the solicitation from Atlantic Union Bank (**Exhibit A**); and

WHEREAS, said response was found to be nonconforming as it was submitted electronically rather than in hard copy form as required under the solicitation; and

WHEREAS, the Purchasing Agent believes that given the current COVID-19 crisis, the failure to strictly comply with this requirement is mitigated; and

WHEREAS, given the immediate need to secure such services in order to continue the operation of government, the Purchasing Agent has made a written determination that this bid qualifies to be accepted as an Emergency Procurement in accordance with 2-393 of the City Code; and

WHEREAS, the City Manager recommends that Council authorize her to execute this contract accordingly.

NOW therefore be it RESOLVED that City Council does hereby authorize the City Manager to take all necessary action to execute a contract with Atlantic Union Bank in accordance with the City's solicitation and their corresponding bid for banking services, and

BE IT FURTHER RESOLVED, that Atlantic Union Bank is hereby designated as a Depository for City Funds in accordance with Section 2-168 of the City Code.

Sec. 2-393. - Emergency purchases.

- (a) In an emergency, the purchasing agent may authorize or order the expenditure of funds for emergency purchases of supplies, materials, equipment and contractual services for the using agencies without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency shall be included in the contract file.
- (b) An emergency shall be deemed to exist when the purchasing agent determines that:
 - (1) A breakdown or failure of machinery or other equipment has occurred;
 - (2) A curtailment, diminution or termination of an essential service is threatened; or
 - (3) A dangerous condition has developed and that a procurement without recourse to competitive sealed bidding or competitive negotiation is:
 - a. Needed to prevent loss of life or property;
 - b. Essential to protect and preserve the interests of the city and its inhabitants;
 - c. Needed to maintain the proper functioning of the city government; or
 - d. Needed to maintain the efficient rendering of public services.

(Ord. No. 14-01, 1-7-2014)

State Law reference— Similar provisions, Code of Virginia, § 2.2-4303(F).

owned, and emerging small business contractors.

5. Cost 30 Pts.

This criterion considers the price of the services solicited by this Request for Proposals. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to other Offerors.

Total100 pts.

B. Award Criteria

The City shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the City may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the City shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The City reserves the right to make multiple awards as a result of this solicitation. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

In negotiations regarding the terms of the contract, the City has no legal authority to indemnify the Offeror. Firms submitting proposals agree that they will not ask the City to indemnify them in any resulting contract.

VIII. Proposal Preparation and Submission Instructions

A. GENERAL INSTRUCTIONS:

1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, marked "Original," seven (7) copies,

and one copy on CD/thumb drive of their proposal must be submitted to the Budget and Procurement Office. No other distribution of the proposal shall be made by the Offeror. The Budget and Procurement Office will neither accept oral proposals, nor accept proposals received by telephone, FAX, or electronically.

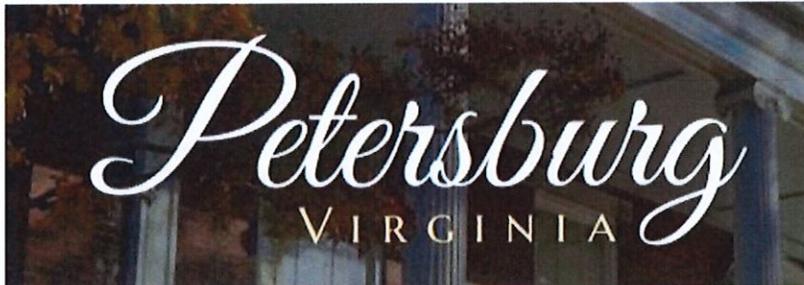
All proposals must be sealed and labeled on the outside of an opaque envelope or package to show the following:

- a. Title of Proposal
- b. Name of Offeror
- c. Address of Offeror
- d. RFP Number
- e. Receipt and Closing Date

Responses received after the due date and time will be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract. The time proposals are received shall be determined with reference to the Budget and Procurement Office Official Clock. Offerors are responsible for insuring that their proposals are stamped by Budget and Procurement Office personnel by the deadline indicated. In the event the City offices are closed due to inclement weather and/or emergency situations at the time set aside for a pre-proposal conference and/or the advertised proposal receipt date, the conference and/or receipt date will default to the next open business day at the same time and location.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Budget and Procurement Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Budget and Procurement Office may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in



Confidentiality Statement

The pricing and rate information contained in this document is for the sole use of The City of Petersburg. It is considered proprietary and should not be released without prior written consent of your Relationship Manager, Martin Rust. We reserve the right to correct obvious or unintentional omissions or errors in this proposal.



September 10, 2020
City of Petersburg Budget and Procurement Office
Mr. Robert Floyd, Director of Budget & Procurement
125 N. Union Street
Petersburg, VA 23803

Dear Mr. Floyd:

We appreciate the opportunity to submit a proposal for banking services to the City of Petersburg.

In addition to the competitively priced products and services detailed in the proposal I wanted to focus on our local team that will be providing you responsive customer service and personal attention, which will differentiate us from our competition.

I will serve as the main contact and senior management representative for your relationship. I have been a Corporate Banker for 34 years, first with JP Morgan in New York, then since 1993 with various banks while living in Richmond. I have served on several boards, and now serve as Team Head of Corporate Banking for Atlantic Union Bank (AUB). I also spent 11 years teaching graduate students at both Georgetown University and The College of William & Mary.

Renée Walker, VP/Treasury Management Officer, will be your main point of contact for all of your Treasury Management needs. Renée has been in Treasury Management for 30+ years, first with Wells Fargo Bank and then Atlantic Union Bank.

Thank you for your consideration of our proposal and we look forward to establishing a mutually beneficial banking relationship with the City of Petersburg. If there are any questions regarding this proposal, please don't hesitate to contact me.

Sincerely,

Martin J. Rust
Managing Director and Team Head, Corporate Banking

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I. Financial Institution Background

Atlantic Union Bank is a Qualified Public Depository as defined in §2.2-4400 Virginia Security for Public Deposits Act of the Code of Virginia. Atlantic Union has at least five years of similar governmental banking experience providing cash and treasury management services to municipalities throughout the Commonwealth. Per this link to the Virginia Treasury's website, <https://www.trs.virginia.gov/Operations>, you will find the Bank listed in the SPDA Depositories link:

[Operations](#)

[SPDA Report Archive](#)

Important Links

[Compliance](#)

[SPDA](#)

[SPDA Depositories](#)

As of December 31, 2019, Atlantic Union Bank had on deposit with public fund entities a total of \$746,684,179. Different services provided include online banking, ACH processing, wire transfer, positive pay, remote deposit capture, lockbox, merchant services, payroll processing, purchasing card, and various sweep products.

Atlantic Union Bank is classified as a commercial bank, state charter and Fed member, supervised by the Federal Reserve (FRB). Atlantic Union Bank is an FDIC-insured bank with certificate number of 34589.

Atlantic Union Bank is an approved and qualified public depository and complies with all applicable federal and state laws and regulations. Atlantic Union Bank has a risk-based capital of \$1.7 billion. For evidence of our capital structure, please refer to appendix A, Atlantic Union Bank's Call Report that is filed with the FFIEC on a quarterly basis, Schedule RC-R Part I, item number 47 which shows our capital structure well in excess of The City's requirement.

Headquartered in Richmond, Virginia, Atlantic Union Bankshares Corporation (NASDAQ: AUB; \$17.4 billion in assets as reported 9/30/2019) is the holding company for Atlantic Union Bank.

Founded in 1902, Atlantic Union Bank's Virginia roots go back to a rural county bank that started with just \$2,500 in capital. And, although we've grown over the years to become the largest regional bank headquartered in Virginia—offering financial strength, industry-specific expertise, and entrepreneurial innovation—we haven't lost touch with our customer-centric approach to banking. We offer a full suite of commercial banking, treasury and wealth management solutions and provide sound

advice that creates opportunities for business owners, nonprofit institutions and families. In doing so, we fulfill our purpose of enriching the lives of the people and the communities we serve. Our relentless focus on our customers means that no matter how much we grow; we'll always be a local bank that cares.

Our footprint includes all major Virginia markets and parts of North Carolina and Maryland giving customers a branch network unmatched by any other Virginia-based regional bank. The Bank has 149 branches and approximately 170 ATMs located throughout Virginia, and in portions of Maryland and North Carolina.

Atlantic Union Bank is committed to [enhancing and improving the communities](#) where our clients live, work and play. Our sponsorship and giving strategies allow us to engage with our teammates and partners to enrich the lives of the people we serve.

We're proud to sponsor events where families and communities come together to celebrate and have fun – it's another way Atlantic Union Bank invests in our communities. We're a major sponsor of many college and university athletic programs, as well as festivals and family events with more than 5,000 attendees. We support many organizations that strive to ensure residents have a safe, affordable place to call home.

We have a culture of giving back to our communities through donations and the promotion of volunteerism. Atlantic Union Bank teammates are active and passionate about supporting local initiatives. We regularly volunteer in schools, participate in charitable walks, and host fundraisers throughout the year.

Setting future generations up for financial success is at the heart of what we do. We partner with Banzai to bring financial education into high school classrooms, preparing students to manage their financial future. So far, we've reached over 100,000 students through this program.

Our Colonial Heights Branch (3099 Boulevard, Colonial Heights, VA 23834), led by Branch Manager Malukah Hardin, will serve as The City's primary Branch location for deposits and general account maintenance. This Branch is approximately 3.2 miles from The City's office. The Branch's normal pre-COVID business hours are Monday – Friday 9:00AM to 5:00PM. Currently the branch lobby is open to meet with customers by appointment only. Drive through lanes are currently open Monday – Friday 9:00AM to 4:00 PM.

II. Banking Solutions

Recommended Treasury Management Solutions

Online Banking Services

Atlantic Union Bank offers our Advanced Business eBanking platform and provides innovative treasury management web-based solutions. Our robust and user-friendly platform provides online access to manage cash flow effortlessly in a secure environment. A designated administrator is assigned full administrative control for establishing and modifying user profiles for added internal security controls. The online banking portal may be accessed from any PC including a desktop, tablet device or smart phone. The bank also offers online services through the convenience of the Atlantic Union Business Banking Mobile App on a smart device.

Advanced Business Online Banking

- Provides access to essential online services to help manage accounts, transfer funds, send payments electronically.
- View accounts, balances, transaction history including incoming wire notices online or via the Mobile eBanking App
- View front and back images of paid checks as well as deposited checks
- Go Paperless – View full monthly account statements online via E-Statements
- Company Administrator can assign online users and can designate varying authority levels and account permissions; self-administration password reset tool available for users
- Online Business Bill Payment – Manage and Pay Bills; setup recurring check payments online
- Stop Payment – Place a stop payment on issued checks with ease
- Export Bank Activity Data to Financial Management Software
- Set up Security and Balance/Transaction Alerts
- Secure Chat with Support Representatives
- Dedicated Treasury Support team for training and service

Payables Solutions

ACH Origination & Online Wire Services

- Simplify payment disbursement process by sending payments for payroll, vendor invoices, contractors, employee reimbursements and company disbursements with ease online via ACH instead of issuing and mailing checks.
- Upload ACH batch payments with addenda records via NACHA file or create ACH templates online.
- Submit domestic and international wire transfers via the online banking platform.
- Schedule reoccurring ACH or wire payments.
- Process ACH Payments and Wire Transfers securely with Atlantic Union Business Authenticator mobile security token to protect accounts online.
- Customize security options with dual control approval features.

Integrated Payables

Atlantic Union Bank offers an award-winning electronic payables solution that provides a simple and secure way for organizations to pay their vendors. Simply upload an existing check file, fund your payments and mark the items as paid. Atlantic Union Bank's solution -powered by PaymerangSM provides optimum efficiency, cost savings and security into your payables process and they handle the entire enrollment process.

- By implementing our electronic payment solution, accounting departments gain transparency and can refocus efforts on more strategic priorities like operational efficiency and financial controls
- Our electronic payment solution offers efficiency that saves finance teams thousands of hours, security that protects all types of payments from fraud, and financial rewards that turn accounts payable into a profit center.
- Secure vendor enrollment, payment delivery, reconciliation and positive pay comes standard with service enrollment.
- We provide solutions for enterprises around the country in education, public sector, healthcare, finance, media, manufacturing, construction, hospitality, services, and beyond.
- Our solution can be implemented in in less than 30 days and is system agnostic with minimal technical integration.

Full Account Reconciliation

- Full Account Reconciliation allows company users to balance account activities. Full Account Reconciliation uses the serial number and dollar amount to compare paid checks to issues and provides the results of the comparison to company users for balancing purposes.
- Company users can enter, import, and update check issues which are compared to the checks posted to an account. If a posted check is corrected (adjusted, or reversed/re-posted), the original posted check and the corrected check are included in the Full Account Reconciliation Statements and Activity.
- The report options available for full reconciliation in Business eBanking include the Account Reconciliation Statement, Account Reconciliation Activity Report, Outstanding Items Report, and Paid Checks Report. These reports include check, ACH and wire transactions. Reconciliation data can be downloaded through Business eBanking in either a PDF or CSV file format.
- Direct transmission of BAI2 files containing reconciliation data via an FTP site is also available.

Stop Payments

Business eBanking provides online Stop Payment capabilities and access to Stop Payment orders. The City can stop a single check or a range of checks with a minimum requirement of the check's number and date. Existing Check Payment Stops can be researched and pulled as a report via the online system.

Fraud Prevention Services

Positive Pay

Positive Pay is a fraud prevention service offered by the Bank to safeguard business accounts against unauthorized check or pre-authorized ACH transactions.

- Monitor check or ACH items presented to Atlantic Union Bank for payment against your account and matches with known issued check files.
- Assign ACH filters for known companies to allow them to draft your account for payment.
- Exception items are identified at presentment and reported to the organization via email notification for a pay or return decision.

Receivables Solutions

Remote Deposit Capture (RDC)

- Scan the front and back of checks from the convenience of your office desktop using a compact remote deposit capture check scanner
- Save time by skipping a trip to the bank and receive deposit confirmation via email
- RDC Provides comprehensive PDF and CSV reporting with deposited check images included

Lockbox Services

Atlantic Union Bank, through its partnership with Deluxe, offers a full array of lockbox services, including retail, wholesale, and remote remittance processing. Your Treasury Management Officer will consult with you to determine which solution (or combination of solutions) will best meet the City's check collection needs.

Image Cash Letter Service

Atlantic Union can offer full Image Cash Letter services for the City for electronically depositing checks daily. The Bank will be able to receive the City's generated ICL file with same day availability if file is received before 5:00 PM ET.

Automatic Redeposit of Returned Deposited Items

Atlantic Union can automatically redeposit returned items two times. Through the Business eBanking system, the City can access a Returned Check Report, which provides the return date, deposit date, account number, check dollar amount, return reason, and image of the returned item conveniently and electronically. Returned items are uploaded onto this report as soon as the Bank processes the return. The images provided electronically are not the legal copies of the item eligible to be deposited. The City receives those copies via US Mail with a debit advice.

Cash Vault Services

Atlantic Union Bank offers a Cash Vault solution through its partnership with Brink's. The City will be able to enter into a direct Cash in Transit (CIT) relationship with Brink's and the Cash Vault services are provided by Atlantic Union Bank. Through this partnership, customers are able to contract directly with Brink's who will transport deposits to its cash vault and transmit daily deposit totals to Atlantic Union Bank for credit to the City's account(s). Brinks can also process coin and currency orders via their online servicing 24SEVEN platform and deliver the coin and currency to the City's specified locations. Contact information for Brinks is as follows:

Andy Sheppard, Regional Account Executive
Brink's, U.S.
2880 Charles City Road, Richmond, VA 23231
Cell: 804-243-3301
steven.sheppard@brinksinc.com

Night depository services are available at all of Atlantic Union's bank branches. The branch located closest to the City is the Colonial Heights branch located at 3099 Boulevard, Colonial Heights, VA 23834, which is approximately 3.2 miles from City Hall.

Overnight Investment Solution

Maximum Sweep Investment

The Maximum Sweep Investment Account uniquely combines a business checking account with the ease of automatically investing excess cash balances into an interest-bearing account. With the Maximum Sweep Investment Account, cash in excess of your target balance is automatically invested in an FDIC-insured interest bearing account, ensuring competitive rates on all of your excess cash balances. If your end-of-day checking account balance falls below your target balance, funds will be automatically swept back to your checking account.

Interest earned shall be automatically credited to the Maximum Sweep Investment account. Monthly statements are issued and mailed for the Maximum Sweep Investment account. Interest is credited to this account on the last business day of each month.

Maximum Sweep Investment rates are tiered. The current rates are listed below and are subject to change weekly:

<i>AUB Maximum Sweep Investment Account Rates</i>		
Tier Structure	Rate*	APY
\$0 - \$249,999.99	0.15%	0.15%
\$250,000 - \$499,999.99	0.20%	0.20%
\$500,000 - \$1,499,999.99	0.25%	0.25%
\$1,500,000.00+	0.30%	0.30%

Other Ancillary Services

Solutions Banking for City Employees

Solutions Banking is a no cost, opt in program that will provide consumer checking accounts to your employees with added benefits from traditional consumer checking accounts. Members will receive account perks such as; no minimum balance requirement, no monthly maintenance fee, reimbursement of two monthly foreign ATM fees, free first order of specialty checks along with free cashier's checks, check images, and Identity Theft Resolution Services. Additionally, we are dedicated to helping members set their financial goals and reach them by providing access to a suite of online learning tools, onsite seminars, credit reports and scores, and other financial wellness programs to help them manage current money matters and set them up for long-term financial health. Participating and launching the program will be streamline and simple. The City will have a dedicated Solutions Banking Manager, who will do the work for you. Your Solutions Banking Manager will also schedule and organize onsite meetings, activities, and workshops, assist with account enrollments, and distribute any necessary promotional materials. The City will notify Atlantic Union of their intent to participate so a dedicated solutions banking manager can be assigned to assist.

Funds Availability

Atlantic Union Bank's policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving our deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the bank closes on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the bank closes or on a day we are not open, we will consider that the deposit was made on the next business day we are open. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

III. Period of Contract

Atlantic Union Bank proposes to enter into a three (3) year contract with the City, subject to the negotiation of appropriate Termination provisions in the Master Services Agreement, including but not limited to, those for cause, convenience, regulatory changes, or the City's financial circumstances, as warranted. The option of two (2) one (1) year renewal periods must be agreed upon by both parties (Atlantic Union Bank and the City of Petersburg) and Atlantic Union Bank reserves the right to reprice its services at each of the one (1) year renewal periods. Should Atlantic Union decline to renew, the City of Petersburg will be extended a reasonable period to exit the bank to be negotiated as part of any MSA.

IV. Credit Facilities

Atlantic Union Bank is not in a position to extend credit now or in the future to the City of Petersburg. Any request for credit, beyond short term credit that may be required for Treasury Management Services, would need to be negotiated between Atlantic Union Bank and the City of Petersburg; however, Atlantic Union Bank makes no representations or warranties that any such credit may be extended and reserves the right to decline such a request.

V. Relationship Management Team

Martin J. Rust, Corporate Banking Executive, Managing Director

Martin joined Atlantic Union Bank in May 2017, and is responsible for leading the new Corporate Banking initiative. Throughout his 31-year industry career, Martin has held various senior banking relationship roles and has been a key player in originating, developing, and managing corporate banking relationships in the Mid-Atlantic region with a reputation for high performance. Martin has a B.A. from Boston College and an M.S from Georgetown University. He taught MBA graduate students as an Adjunct Professor at both Georgetown and The College of William & Mary for nearly a decade during his banking career. He has served on boards as Chair of the Investment Committee for Richmond ACG, President of the Carpenter Center, Executive Committee for the Virginia Performing Arts Foundation, United Way, and National Multiple Sclerosis, among other volunteer activities. He resides in Midlothian, VA with his wife and has three grown children.

Sherry Manning, Commercial Banking Assistant

Sherry has more than 25 years of banking experience that consists primarily in commercial mortgage and the loan industry. Sherry joined Atlantic Union Bank in October 2011 and performs a variety of functions to support Atlantic Union's Commercial Banking Line of Business. She partners closely with Commercial Relationship Managers, Portfolio Managers, and works directly with clients to complete origination of loans and supports any loan servicing needs. Sherry also provides support in the growth and management of products, services and client portfolios while staying in communication with her team.

Renée Walker, CTP, Vice President, Treasury Management Officer

Renée has spent the majority of her banking career in Treasury Management. She joined Atlantic Union Bank in January 2018, serving as a Treasury Management officer for various market segments. Renée began her Treasury Management career in Richmond at Wells Fargo Bank where she worked extensively with public institutions, not-for-profits, corporate and middle market segments. Her career took her to the VA/MD/DC and Dallas, TX markets and she returned to

Richmond in 2009. Renee earned her Certified Treasury Professional (CTP) designation in 1997 and is a member of the Commonwealth Association for Financial Professionals. Renée will act as the City's primary Treasury Consultant.

Brittany Layne, Treasury Management Associate

Brittany has more than 15 years of banking and customer experience. She joined Atlantic Union Bank in September 2013 as a retail branch teller and through acquisition, accepted a banking operations role that led to deep rooted knowledge with commercial products and services, but specifically ACH and Wire transfer processing. After joining the Treasury Management Sales Support team in January 2019, she is thriving as a designated client support specialist. Brittany is pursuing the Accredited ACH Professional (AAP) designation, and has served as an ACH, Wire transfer, and online banking subject matter expert. Brittany is active within her local community and is currently serving as Commissioner of Cheerleading for Hanover County, Beaverdam Bobcats.

Malikah Hardin, Branch Manager, Bank Officer

Currently servicing as the Bank Manager for Atlantic Union Bank in the City of Colonial Heights. Malikah's banking career originated with First Market Bank in 2005, which was acquired by Union Bank & Trust in 2010. She is a graduate of Virginia State University and earned a Bachelor of Science degree in Political Science and a Master's degree in Economic and Financing from VSU. Malikah has served on the PTA Board as Treasurer in the Richmond Metro area school system. Her volunteer efforts include the Teach A Child to Save initiative, serving as a board member for Students for Economic Education and Development also known as (SEED), and over the years upon request volunteering to teach a budget and finance classes in the Oak Grove Community educating the community on actions to take for financial freedom in Richmond Va. Malikah and her staff at the Colonial Heights Office will be available to service any of the City's daily banking needs.

Donna H Rosson, CTP, Vice President, Treasury Management Training Specialist & Lockbox Implementation Consultant

Donna has been in banking for 45 years of which 35 have been with Atlantic Union Bank via merger and acquisition of StellarOne and its legacy banks. Donna began her career with Jefferson National Bank and has held various positions to include Branch Administration, Operations, Commercial Lender, Compliance and Treasury Services Sales Officer. She has been in the Treasury Management Training Specialist/Lockbox Implementation Consultant role since 2019. Donna has an AAS degree in Accounting from Germanna Community College, graduated in 1986 from the Virginia School of Bank Management and earned her Certified Treasury Professional certification in 2017 from the Association of Financial Professionals. She volunteers with the local chapter of American Cancer Society Relay for Life and is Treasurer for Culpeper '92 Lions Club. Donna will work with the initial Online Banking setup and additional online services for the City. She is committed to a smooth and seamless transition of your online banking needs.

VI. Implementation Plan and Timeline

Atlantic Union Bank will utilize a customized approach to guide the City through the key processes of implementation, education, and service. Our method employs a dedicated project manager and project plan, designed to implement your services in an effective and cost-efficient manner. Once a solution is chosen, our Client Implementations staff will work with you to ensure a timely and accurate implementation. Atlantic Union Bank has assigned a specialized relationship management team, with a cumulative total of 100+ years of industry experience with a proven record of successfully onboarding large commercial companies. Weekly status calls will be established with Atlantic Union Bank and the City. This will ensure communication between the two parties, ensures status updates are clearly communicated, and action items are addressed. Atlantic Union Bank's team is confident in their transition approach to help the City with a seamless and smooth transition. Please refer to Appendix B for Atlantic Union Bank's Implementation Plan.

VII. References

Helen St. Clair, Treasurer
Montgomery County
755 Roanoke Street, Suite 1B, Christiansburg, VA 24073
540.394.2120
stclairhv@montgomerycountyva.gov

B.J. Wilson, Director of Finance
Town of Front Royal
102 E. Main Street, Front Royal, VA 22630
540.635.7799
bwilson@frontroyalva.com

Wanda Bryant, Treasurer
County of Warren
220 N. Commerce Avenue, Suite 800, Front Royal, VA 22630
540.635.2215
wbryant@warrencountyva.net

Atlantic Union Bank grants The City permission to contact the references listed above.

VIII. Payment for Services

Atlantic Union Bank will provide the City of Petersburg an itemized analysis statement for all service fees on a monthly basis. An automated debit will be processed against the City's chosen billing account. If the City has any discrepancies with assessed fees, Atlantic Union will review and provide any necessary refunds to the city's chosen billing account. Requests must be made within sixty (60) days of the billing cycle.

IX. Appendix

Appendix A: Capital Structure Call Report

Appendix B: Implementation Timeline

Appendix C: Pricing Proforma

Appendix D: Sample Contracts

Appendix A: Capital Structure Call Report

ATLANTIC UNION BANK RSSD-ID
693224
Last Updated on 4/29/2020

FFIEC 041
Report Date 3/31/2020

Schedule RC-R Part I - Regulatory Capital Components and Ratios (FormType - 041)

Part I is to be completed on a consolidated basis.

Dollar amounts in thousands

1. Common stock plus related surplus, net of treasury stock and unearned employee stock ownership plan (ESOP) shares.....	RCOAP742	2,234,403
2. Retained earnings ¹	RCOAKW00	459,193
<i>To be completed only by institutions that have adopted ASU 2016-13:</i>		
a. Does your institution have a CECL transition election in effect as of the quarter-end report date? (enter "1" for Yes; enter "0" for No.).....	RCOAJJ29	1
3. Accumulated other comprehensive income (AOCI).....	RCOAB530	48,368
a. AOCI opt-out election (enter "1" for Yes; enter "0" for No.).....	RCOAP838	1
4. Common equity tier 1 minority interest includable in common equity tier 1 capital.....	RCOAP839	0
5. Common equity tier 1 capital before adjustments and deductions (sum of items 1 through 4).....	RCOAP840	2,741,964
6. LESS: Goodwill net of associated deferred tax liabilities (DTLs).....	RCOAP841	933,866
7. LESS: Intangible assets (other than goodwill and mortgage servicing assets (MSAs)), net of associated DTLs.....	RCOAP842	56,070
8. LESS: Deferred tax assets (DTAs) that arise from net operating loss and tax credit carryforwards, net of any related valuation allowances and net of DTLs.....	RCOAP843	40,637
9. AOCI-related adjustments (items 9.a through 9.e are effective January 1, 2015) (if entered "1" for Yes in item 3.a, complete only items 9.a through 9.e; if entered "0" for No in item 3.a, complete only item 9.f):		
a. LESS: Net unrealized gains (losses) on available-for-sale securities (if a gain, report as a positive value; if a loss, report as a negative value) ²	RCOAP844	51,035
b. LESS: Net unrealized loss on available-for-sale preferred stock classified as an equity security under GAAP and available-for-sale equity exposures (report loss as a positive value) ³	RCOAP845	NR
c. LESS: Accumulated net gains (losses) on cash flow hedges (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP846	0
d. LESS: Amounts recorded in AOCI attributed to defined benefit postretirement plans resulting from the initial and subsequent application of the relevant GAAP standards that pertain to such plans (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP847	-2,737
e. LESS: Net unrealized gains (losses) on held-to-maturity securities that are included in AOCI (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP848	70
f. LESS: Accumulated net gain (loss) on cash flow hedges included in AOCI, net of applicable income taxes, that relate to the hedging of items that are not recognized at fair value on the balance sheet (if a gain, report as a positive value; if a loss, report as a negative value) (To be completed only by institutions that entered "0" for No in item 3.a).....	RCOAP849	NR
10. Other deductions from (additions to) common equity tier 1 capital before threshold-based deductions:		
a. LESS: Unrealized net gain (loss) related to changes in the fair value of liabilities that are due to changes in own credit risk (if a gain, report as a positive value; if a loss, report as a negative value).....	RCOAP850	0
b. LESS: All other deductions from (additions to) common equity tier 1 capital before threshold-based deductions.....	RCOAP850	0
11. Not applicable		
12. Subtotal (item 5 minus items 6 through 10.b).....	RCOAP852	1,663,023
13. LESS: Investments in the capital of unconsolidated financial institutions, net of associated DTLs, that exceed 25 percent of item 12.....	RCOALB58	0
14. LESS: MSAs, net of associated DTLs, that exceed 25 percent of item 12.....	RCOALB59	0
15. LESS: DTAs arising from temporary differences that could not be realized through net operating loss carrybacks, net of related valuation allowances and net of DTLs, that exceed 25 percent of item 12.....	RCOALB60	0
16. Not applicable		
17. LESS: Deductions applied to common equity tier 1 capital due to insufficient amounts of additional tier 1 capital and tier 2 capital to cover deductions.....	RCOAP857	0
18. Total adjustments and deductions for common equity tier 1 capital (sum of items 13 through 17).....	RCOAP858	0
19. Common equity tier 1 capital (item 12 minus item 18).....	RCOAP859	1,663,023
20. Additional tier 1 capital instruments plus related surplus.....	RCOAP860	0
21. Non-qualifying capital instruments subject to phase out from additional tier 1 capital.....	RCOAP861	0
22. Tier 1 minority interest not included in common equity tier 1 capital.....	RCOAP862	0

Dollar amounts in thousands

23. Additional tier 1 capital before deductions (sum of items 20, 21, and 22).....	RCOAP863	0
24. LESS: Additional tier 1 capital deductions.....	RCOAP864	0
25. Additional tier 1 capital (greater of item 23 minus item 24, or zero).....		
26. Tier 1 capital (sum of items 19 and 25).....	RCOA8274	1,663,023
27. Average total consolidated assets ¹	RCOAKW03	17,510,707
28. LESS: Deductions from common equity tier 1 capital and additional tier 1 capital (sum of items 6, 7, 8, 10 b, 13 through 15, 17, and certain elements of item 24 - see instructions).....	RCOAP875	1,030,573
29. LESS: Other deductions from (additions to) assets for leverage ratio purposes.....	RCOAB596	0
30. Total assets for the leverage ratio (item 27 minus items 28 and 29).....	RCOAA224	16,480,134
31. Leverage ratio (item 26 divided by 30).....	RCOA7204	10.0911%

1. Institutions that have adopted ASU 2016-13 and have elected to apply the CECL transition provision should include the applicable portion of the CECL transitional amount in this item.
2. Institutions that entered "1" for Yes in item 3.a and have adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities, should report net unrealized gains (losses) on available-for-sale debt securities in item 9.a. Institutions that entered "1" for Yes in item 3.a and have not adopted ASU 2016-01 should report net unrealized gains (losses) on available-for-sale debt and equity securities in item 9.a.
3. Item 9.b is to be completed only by institutions that entered "1" for Yes in item 3.a and have not adopted ASU 2016-01. See instructions for further detail on ASU 2016-01.

Dollar amounts in thousands

a. Does your institution have a community bank leverage ratio (CBLR) framework election in effect as of the quarter-end report date? (enter "1" for Yes; enter "0" for No).....	RCOALE74	0
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Dollar amounts in thousands

	(Column A) Amount		(Column B) Percentage	
32. Total assets (Schedule RC, item 12); (must be less than \$10 billion).....	RCOA2170	NR		
33. Trading assets and trading liabilities (Schedule RC, sum of items 5 and 15). Report as a dollar amount in Column A and as a percentage of total assets (5% limit) in Column B.....	RCOAKX77	NR	RCOAKX78	NR
34. Off-balance sheet exposures:				
a. Unused portion of conditionally cancellable commitments.....	RCOAKX79	NR		
b. Securities lent and borrowed (Schedule RC-L, sum of items 6.a and 6.b).....	RCOAKX80	NR		
c. Other off-balance sheet exposures.....	RCOAKX81	NR		
d. Total off-balance sheet exposures (sum of items 34.a through 34.c). Report as a dollar amount in Column A and as a percentage of total assets (25% limit) in Column B.....	RCOAKX82	NR	RCOAKX83	NR

Dollar amounts in thousands

35. Unconditionally cancellable commitments.....	RCOAS540	NR
36. Investments in the tier 2 capital of unconsolidated financial institutions.....	RCOALB61	NR
37. Allocated transfer risk reserve.....	RCOA3128	NR
38. Amount of allowances for credit losses on purchased credit-deteriorated assets:		
a. Loans and leases held for investment.....	RCOAJJ30	NR
b. Held-to-maturity debt securities.....	RCOAJJ31	NR
c. Other financial assets measured at amortized cost.....	RCOAJJ32	NR
39. Tier 2 capital instruments plus related surplus.....	RCOAP866	0
40. Non-qualifying capital instruments subject to phase-out from tier 2 capital.....	RCOAP867	0
41. Total capital minority interest that is not included in tier 1 capital.....	RCOAP868	0
42. Allowance for loan and lease losses includable in tier 2 capital ²	RCOA5310	83,363
43. Unrealized gains on available-for-sale preferred stock classified as an equity security under GAAP and available-for-sale equity exposures includable in tier 2 capital ⁴	RCOAQ257	NR
44. Tier 2 capital before deductions (sum of items 39 through 43).....	RCOAP870	83,363
45. LESS: Tier 2 capital deductions.....	RCOAP872	0
46. Tier 2 capital (greater of item 44 minus item 45, or zero).....	RCOA5311	83,363
47. Total capital (sum of items 26 and 46).....	RCOA3792	1,746,386
48. Total risk-weighted assets (from Schedule RC-R, Part II, item 31).....	RCOAA223	14,275,298

Dollar amounts in thousands

49. Common equity tier 1 capital ratio (item 19 divided by item 48).....	RCOAP793	11.6497%
50. Tier 1 capital ratio (item 26 divided by item 48).....	RCOA7206	11.6497%
51. Total capital ratio (item 47 divided by item 48).....	RCOA7205	12.2336%

Dollar amounts in thousands

52. Institution-specific capital buffer necessary to avoid limitations on distributions and discretionary bonus payments:		
a. Capital conservation buffer.....	RCOAH311	4.2336%
b. Institutions subject to Category III capital requirements only: Total applicable capital buffer.....	RCOWH312	NR
53. Eligible retained income.....	RCOAH313	NR
54. Distributions and discretionary bonus payments during the quarter ⁶	RCOAH314	NR
55. Institutions subject to Category III capital standards only: Supplementary leverage ratio information:		
a. Total leverage exposure ¹	RCOAH015	NR
b. Supplementary leverage ratio.....	RCOAH036	NR

2. Institutions that have adopted ASU 2016-13 should report the adjusted allowances for credit losses (AACL), as defined in the regulatory capital rule, in item 30.a.
4. Item 43 is to be completed only by institutions that have not adopted ASU 2016-01, which includes provisions governing the accounting for investments in equity securities. See instructions for further detail on ASU 2016-01.
6. Institutions must complete item 54 only if the amount reported in Schedule RC-R, Part I, item 52.a, in the Call Report for the previous calendar quarter-end report date was less than or equal to 2.5000 percent (plus any other applicable buffer if the institution is a Category III institution).
1. Institutions that have adopted ASU 2016-13 and have elected to apply the CECL transition provision should include the applicable portion of the CECL transitional amount in item 55.a.

Appendix B: Implementation Timeline

	<p>Implementation Timeline</p>	
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Timeline	Task	Bank Action	Client Action	SLA* (business days)
		Atlantic Union Bank (AUB)	The City of Petersburg	<i>All SLA dates are subject to change according to The City's predetermined target transition date and AUB vendor schedule. Completion dates are contingent upon receipt of executed required documentation.</i>
Phase 1	Implementation Kick Off			
	Implementation Kick-off meeting with The City's team and AUB project management team; determine target transition date	Introduction to AUB implementation team	Introduction to The City's implementation team	
	Establish new Atlantic Union Bank Depository Accounts as required	Determine appropriate account type for each account to be opened	Provide list of authorized signer information and organizational documentation needed to open accounts	7-14 days
	Prepare and execute required documentation for Treasury Management (TM) services	All enrollment information needed for TM services will be collected, including online security administrator information, online security controls, daily limits and permissions. The City will designate point(s) of contact for implementation for applicable services	The City will provide all treasury management service enrollment information, review and execute final account opening and TM service agreements	7-14 days

Phase 2	Setup new Treasury Management Services			
Business eBanking	Establish the new Business eBanking profile and coordinate with The City for remote training with The City's support staff	The City will schedule remote training with AUB training specialist to establish all required online user roles, rights and permissions. The City will activate required security token(s)	5 days	
Online Wire Transfer Services	AUB will establish wire capabilities as requested by The City and will provide training for wire templates	The City will coordinate with appropriate online users to schedule training with AUB	3 - 5 days	
Online ACH Origination and/or NACHA file upload Services	AUB will establish ACH origination capabilities as requested by The City and will provide training for ACH templates and/or NACHA file upload and file specifications	The City will coordinate with appropriate online users to schedule training with AUB and provide AUB with sample NACHA files	3-5 days	
Remote Deposit Capture (RDC)	AUB will schedule shipment, installation and remote training date for RDC.	The City will coordinate with appropriate online users to schedule training and installation for RDC	10 days	
Payee Positive Pay	Provide check issue file specifications for Payee Positive Pay uploads. AUB training specialist will assist in file formatting/testing.	Provide sample check issue file to validate compatibility with Business eBanking prior to the training session.	7-14 days	
ACH Positive Pay	Establish ACH Positive Pay capabilities and collect approved vendors or companies authorized to auto-debit account. Coordinate with The City for remote training with The City's support staff	The City will provide approved vendors or companies authorized to auto-debit account. The City will schedule training with AUB training specialist with appropriate online users.	7-14 days	
Integrated Payables	Atlantic Union Bank will put The City in connection with our Paymerang representative, Brian Cook.	The City will work directly with Atlantic Union's Paymerang representative to establish service.	30-45 days	

	Retail Lockbox	Provide client questionnaire and applicable agreements. AUB will coordinate implementation with Deluxe.	The City will complete lockbox questionnaire and applicable service agreements, provide sample coupons with OCR scanline and format needed for AR extract file.	90 - 120 days
Phase 3	30 Day Review			
	Post Implementation Review	After implementation, AUB will continue to meet with The City to review depository relationship transition and provide project management review including recommendations for process improvement	The City will provide status update of all treasury management services and communicate any outstanding issues	Post Implementation
Ongoing	Quarterly or Semi-Annual Reviews			
	Treasury Management Relationship Reviews	AUB will regularly meet with The City to review ongoing status of all TM services and products implemented, recommend service enhancements and share best practices	The City will communicate any product or service issues concerning implementation, training and/or operations.	Ongoing

Appendix C: Pricing Proforma



Treasury Officer: Renee Walker
 Relationship Officer: Martin Rutt
 Statement Date: August 31, 2020

City of Petersburg

Average Ledger Balance	\$76,999,580.32
Average Collected Balance	\$26,864,375.58
Carning Credit Rate	0.35%
Number of days in the month	31
Earning Credit Allowance	\$1,413.10
Total Analyzed Fees	\$9,508.15
Net Analyzed Fee (if earnings allowances more than the fees, charges are \$0.00)	\$5,092.06
Total Collected Balance Required to Offset Fees	\$66,943,791.48

SERVICE DESCRIPTION	VOLUME	PRICE	TOTAL FEE	REQUIRED BALANCE
Demand Deposit Services				
Funds Advance Uncollected Fee		0.10%	\$0.00	\$0.00
Deposit Balance Assessment Fee (0.21% per \$1000 on average ledger balance)		\$0.00	\$2,969.95	\$23,376,410.83
Overdraft Fee Per Occurrence		\$38.00	\$0.00	\$0.00
Monthly Account Maintenance Fee	14	\$17.00	\$238.00	\$1,873,290.32
Miscellaneous Credits	21	\$0.65	\$13.65	\$107,438.71
Electronic Credits Posted	197	\$0.17	\$33.49	\$263,598.71
Items Deposited	15	\$0.13	\$1.95	\$15,318.38
REBX Deposited Items	1,284	\$0.13	\$166.92	\$1,313,871.91
Items Paid Not Enclosed	1,150	\$0.19	\$218.50	\$1,719,806.45
Electronic Debits Posted	108	\$0.17	\$18.36	\$144,510.97
Zero Balance Account (ZBA)		\$35.00	\$0.00	\$0.00
ZBA Primary Account		\$10.00	\$0.00	\$0.00
Image Cash Letter Monthly Maintenance Per Deposit File		\$250.00	\$0.00	\$0.00
Image Cash Letter One-Time Setup Fee Per Deposit File		\$500.00	\$0.00	\$0.00
Maximum Sweep Investment Account		\$100.00	\$0.00	\$0.00
Online Check Deposit Services				
OKD Deposits Credited	23	\$0.65	\$14.95	\$117,670.97
OKD Customized Fields	1	\$0.00	\$0.00	\$0.00
OKD Monthly Maintenance Per Scanner	1	\$40.00	\$40.00	\$313,838.71
Online Deposited Items	5,201	\$0.1300	\$676.13	\$5,321,777.42
Returned Check Services				
Deposited Item Returned	25	\$8.00	\$200.00	\$1,574,193.55
Dep Items Return - Represented	12	\$10.00	\$120.00	\$944,516.13
Branch/Cash Vault/Night Deposit Services				
Branch/Cash Vault/IM Cash Dep Per \$1000	23	\$1.20	\$27.60	\$21,738.71
Branch Change Order	2	\$5.00	\$10.00	\$78,709.68
Branch Currency Ordered/Strap	2	\$0.80	\$1.60	\$12,593.55
Branch Currency Ordered/Partial Strap	2	\$1.25	\$2.50	\$19,677.42
Cash Vault Deposit		\$1.25	\$0.00	\$0.00
Cash Vault Deposit Adjustment		\$8.00	\$0.00	\$0.00
Cash Vault Order Standard Content		\$5.00	\$0.00	\$0.00
Cash Vault Order Non Standard Content		\$8.00	\$0.00	\$0.00
Cash Vault Order Strapped Notes		\$0.80	\$0.00	\$0.00
Cash Vault Order Loose Notes Per Note		\$0.02	\$0.00	\$0.00
Cash Vault Order Biased Coins		\$1.00	\$0.00	\$0.00
ARP Services				
Full Recon - Base Fee	4	\$50.00	\$200.00	\$1,574,193.55
Full Recon - Item	788	\$0.04	\$31.52	\$240,092.50
Positive Pay	4	\$50.00	\$200.00	\$1,574,193.55
ARP Auto D/T to Bank/Item	4	\$100.00	\$400.00	\$3,148,387.10
ARP Auto D/T to Bank/RCRD	862	\$0.00	\$0.00	\$0.00
ARP Auto D/T One Time Setup for for Data Transmission		\$0.00	\$0.00	\$0.00
Payee Name Verification Item	13	\$0.00	\$0.00	\$0.00
ACH Services				
ACH Monthly Maintenance	4	\$150.00	\$600.00	\$4,722,580.65
ACH One-Time Setup Fee Per File Definition		\$150.00	\$0.00	\$0.00
ACH File Transmission	19	\$0.00	\$0.00	\$0.00
ACH PFD Debits Originated	1,476	\$0.00	\$0.00	\$0.00
ACH PFD Credits Originated	2,879	\$0.00	\$0.00	\$0.00
ACH Origination File Suspended	2	\$0.00	\$0.00	\$0.00
ACH CAR Report Maint Mail	2	\$0.00	\$0.00	\$0.00
ACH Return Transaction	14	\$12.00	\$168.00	\$1,322,322.58
ACH Notification of Change	10	\$0.00	\$0.00	\$0.00
ACH Fraud Control				
ACH Fraud Control Monthly Maintenance	1	\$50.00	\$50.00	\$393,548.39
EDI Services				
EDI Translated Rpt - Per C/D	219	\$0.00	\$0.00	\$0.00
EDI Translated Rpt - IS Mail	21	\$0.00	\$0.00	\$0.00
Wire Transfer Services				
Wire Monthly Maintenance (Per Account)	9	\$0.00	\$0.00	\$0.00
IM Domestic Non-Rep Wire	3	\$10.00	\$30.00	\$236,129.03
Incoming Domestic Wire Transfer	1	\$15.00	\$15.00	\$118,064.52
Wire Transfer Advice Via Mail	2	\$0.00	\$0.00	\$0.00
International Wire		\$45.00	\$0.00	\$0.00
Lockbox Services				
WLBX Maintenance - Monthly	2	\$205.00	\$410.00	\$3,227,096.77
Lockbox 1 Time Set-Up Fee		\$400.00	\$0.00	\$0.00
Lockbox Deposits	27	\$0.65	\$17.55	\$138,135.48

WBX Image Batch Download	8	\$0.00	\$0.00	\$0.00
WBX Items Processed		\$0.45	\$0.00	\$0.00
Lockbox Cash Received Per Payment		\$5.00	\$0.00	\$0.00
Correspondence Only		\$0.40	\$0.00	\$0.00
WBX Data Capture Fee - Per Keystroke		\$0.02	\$0.00	\$0.00
RIBX Maintenance - Monthly	1	\$250.00	\$250.00	\$1,967,711.94
RIBX Non Remit Mail/No Payment	12	\$1.00	\$12.00	\$94,451.61
RIBX Rejected Items	74	\$0.35	\$25.90	\$203,858.06
RIBX Deposit Ticket	1	\$0.00	\$0.00	\$0.00
RIBX Check AMER Line Capture	1,204	\$0.00	\$0.00	\$0.00
RIBX Incoming/Receipted Mail	14	\$4.00	\$56.00	\$440,774.19
RIBX USPS Mail	1	\$5.00	\$5.00	\$39,354.84
RIBX Data Trans Per File	10	\$15.00	\$150.00	\$1,180,645.16
RIBX Data Trans Per Record	1,317	\$0.02	\$26.34	\$207,321.29
RIBX Low Speed Extraction	1,317	\$0.25	\$329.25	\$2,591,516.13
RIBX Multiple Payments/Coupons	64	\$0.15	\$9.60	\$75,561.29
RIBX Partial Payments	505	\$0.10	\$50.50	\$397,483.87
RIBX Captured Items	1,317	\$0.05	\$65.85	\$518,303.23
RIBX Image Archive 2-4 Years	2,601	\$0.04	\$104.04	\$818,695.48
RIBX USPS Reship From Petersburg, VA Per Box Monthly Maint.		\$777.00	\$0.00	\$0.00
RIBX Remote Remittance Capture Maintenance Per Box		\$150.00	\$0.00	\$0.00
RIBX Remote Remittance Capture Per Image		\$0.10	\$0.00	\$0.00
Information Services				
Online Banking Maintenance Fee	1	\$15.00	\$15.00	\$118,064.52
Online Banking Prior Day Service/Month	1	\$0.00	\$0.00	\$0.00
Online Banking Prior Day/Account	14	\$0.00	\$0.00	\$0.00
Online Banking Prior Day/Detail Item	1,565	\$0.00	\$0.00	\$0.00
Online Banking CAR Report	2	\$0.00	\$0.00	\$0.00
Online Banking Return Item Report	11	\$0.00	\$0.00	\$0.00
Online Banking Stop Payment	6	\$35.00	\$210.00	\$1,652,903.23
Online Banking ACH Service/Month	1	\$25.00	\$25.00	\$196,774.19
Online Banking Account Transfer	7	\$0.00	\$0.00	\$0.00
Online Banking Wire Transfer Service/Month	1	\$15.00	\$15.00	\$118,064.52
Online Banking Image Item Retrieval/Image	16	\$0.00	\$0.00	\$0.00
Wire Transfer Email Advice	8	\$0.00	\$0.00	\$0.00
ACH Returns Report	17	\$0.00	\$0.00	\$0.00
DDA Statement	14	\$0.00	\$0.00	\$0.00
Online Banking Premium Reporting	1	\$15.00	\$15.00	\$118,064.52
			\$8,505.15	\$66,943,791.48

This analysis provides an overview of products and services offered by Atlantic Union Bank. Information contained in this document is proprietary and submitted with the understanding that it will not be used for purposes other than the evaluation of our qualifications without consent of Atlantic Union Bank.

Appendix D: Sample Contracts



Treasury Services Terms and Conditions

These terms and conditions (the "Terms") govern the use of Atlantic Union Bank's Treasury Management suite of products (the "Services"). Many of the capitalized terms used here are defined at the end of these Terms.

When you use the Services, or permit any other person to use them, you agree to these Terms. We may, from time to time, provide you with additional requirements regarding the use of the Services, and you agree to be bound by such requirements. You also agree to be bound by our other policies and procedures governing banking services, whether published on the Website or otherwise. All such policies and procedures are deemed to be part of these Terms, provided, however, that if there is a conflict these Terms will control.

You authorize us to provide the Services through one or more third-party vendors, and you acknowledge that certain services provided by such vendors may be subject to separate agreements, even though such agreements do not specifically reference these Terms or are not specifically referenced in these Terms.

Account Access

To access the Services, you must have at least one eligible deposit or credit account with us. Eligible Business Accounts include: checking, savings, money market deposit account, certificate of deposit (CD), installment loan, commercial loan, mortgage loan, line of credit. If an account includes more than one authorized signer, each authorized signer will have the authority to perform any task available using the Services. If an account that requires two or more signatures to make withdrawals is accessible via the Services or such account is automatically added to the Services, you agree that the verification by two persons will not apply to electronic funds transfers made using the Services. Any one person with the proper Authentication Information is authorized to make transfers, even if you require more than one signature on a transfer made by any means other than the Services, such as by use of a check.

Access Codes

To use the Services, you will be issued a unique Company ID. You must establish a unique User Name and Authentication Information. You agree to keep your Authentication Information confidential and protected to prevent unauthorized access to your accounts and unauthorized use of the Services. Individuals to whom you disclose your Authentication Information will have full access to the Services, including full access to your accounts.

Administrator and Users

You must designate one (1) Administrator. We may require such designation to be in writing. The Administrator shall be authorized to act on behalf of you with regard to the Website and the Services. The Administrator may designate individuals, who must be over the age of 18, as Users. You and the Administrator will be responsible for establishing adequate internal security procedures relating to your use of the Website and the Services, accepting delivery of software, system-wide configuration of bank accounts, establishing levels of authority of Users, and establishing and distributing Security Devices and Procedures. You will be bound by and responsible for the actions of the Administrator and all Users with respect to the Website and the Services. The Administrator will also be responsible for all use of the Services by Users. You agree that the authority given to a User by designation of such User by the Administrator will supersede any conflicting provision in any agreement between you and us to the extent such provision would limit or restrict the authority given to such User by the Administrator. You represent that (a) you have investigated any and all Users as much as you deem necessary, and you have made an informed decision to designate such Users; (b) all Users are able to properly use any and all Security Devices and Procedures, the Website, and the Services; and (c) neither you, the Administrator, or any User are a national of a designated blocked country or "Specially Designated National", "Blocked Entity", "Specially Designated Terrorist", "Specially Designated Narcotics Trafficker", or "Foreign Terrorist Organization," as defined by the United States Office of Foreign Assets Control. YOU HEREBY AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY IN ANY WAY RELATED TO THE ACTIONS OF THE ADMINISTRATOR AND ANY AND ALL USERS WITH RESPECT TO THE SERVICES. In the event you want to remove or limit the authority of a User, the Administrator may login to the Services and modify the authorization designations applicable to such User. You also may contact us as per the Contact Us section below to request we remove or modify a User's authority to use the Services. However, any time you request to remove or limit the authority of a User, we must be provided a reasonable time before any such modifications may be made.

Types of Services

You, or someone you have authorized by Acceptance of Service documentation, and by giving them access to your Authentication Information (even if that person exceeds your authority), can instruct us: (a) to transfer funds between accounts; (b) to provide information that we make available about your accounts; and (c) to provide other



Treasury Services Terms and Conditions

services or perform other transactions that we allow, as discussed in these Terms. You hereby authorize us to process and execute any and all requests, payment orders, or other transactions initiated by you through the Services.

The Services provided pursuant to these Terms include, without limitation,

- ACH Transfer
- Business eBanking
- Cash and Vault Services
- Cash Concentration Services
- Data Download
- Direct Connect
- Electronic Bill Payment
- Lockbox
- Positive Pay Services
- Remote Deposit Capture
- Stop Payments
- Sweep Services
- Wire Transfer
- Remote Remittance Capture

Additional Services

Additional services may be added to the Services from time to time. You may be required to complete additional enrollment forms and agree to additional Terms to have access to additional services. The available services may change from time to time at our sole discretion.

Fees and Expenses

You are required to pay us for any and all fees and expenses incurred in connection with certain activities performed through the Services according to the fee schedule established by us, as amended from time to time and disclosed to you. Fees and expenses are payable monthly, and you hereby authorize us to withdraw the fees and expenses from any business account you maintain with us. Fees and expenses will be reflected on your periodic statement. When you are established with a specific service for which a fee is imposed, you will be notified of the fee at time of enrollment.

Transfers Involving Insufficient Funds

If you instruct us to make a transfer and you do not have a sufficient balance in the account from which you are making the transfer, we may refuse to complete the transaction. We may do this even if there are sufficient funds in accounts other than the one you were using to make the transfer. If we complete a transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction in the account from which the transfer is made, you agree that we may reverse the transaction or offset the shortage with funds from any other account you have with us. In any case, you are fully obligated to us to provide sufficient funds for any transfers you make or authorize. Notwithstanding anything otherwise provided in these Terms, if we do not make a transfer, or if we reverse a transfer because of insufficient funds, we are not required to make any further attempt to process the transfer or to notify you that the transfer has not been completed. You may be liable for a non-sufficient funds fee under the terms governing the account from which you made, or attempted to make, the transfer.

E-Mail and Short Message Service (SMS) Text

E-mail or SMS text sent via your own software may not be secure. You should not include confidential information, such as account numbers and balances, in any e-mail or SMS text sent to us using your own e-mail or SMS text account. You cannot use e-mail or SMS text to initiate transactions through the Services. We will not be liable for any errors, omissions, claims, or problems of any kind involving your e-mail or SMS text.

Security Devices and Procedures and Required Technology

We will control access to the Services through the use of Security Devices and Procedures and Required Technology we establish and amend from time to time. You are required to comply with all Security Devices and Procedures and Required Technology as contemplated by these Terms. We reserve the right to reject any transaction or service request that is not made in accordance with our required Security Devices and Procedures and Required Technology.

Your Liability for Authorized Transactions

Our systems supporting the Services are designed so that they may be operated only upon proper Authentication. You are liable for all transactions that you make or authorize. If you have given another individual your Authentication Information, you have authorized them to access your account information and perform any and all functions to which you have access in the Services and are liable for all transactions performed. You understand

and agree that we are unable to detect any errors by you that result from you incorrectly entering in any account number or amount in connection with a funds transfer request.

Notify us IMMEDIATELY of Compromised Authentication Information

You should notify us AT ONCE at the phone number shown in the Contact Us section if you believe your Authentication Information has been lost, stolen, or otherwise compromised or used without your authorization. Telephoning us right away is the best way to keep your possible losses down.

Unauthorized Use

YOU SHALL NOT PERMIT ANY UNAUTHORIZED USE. YOU ARE REQUIRED TO PROMPTLY NOTIFY US IN WRITING OR BY CALLING CUSTOMER SERVICE AT THE NUMBER SHOWN IN THE CONTACT US SECTION IF YOU HAVE ACTUAL KNOWLEDGE THAT THE SECURITY OF THE WEBSITE OR THE SERVICES HAVE BEEN COMPROMISED OR THAT THERE HAS BEEN ANY UNAUTHORIZED USE. WE SHALL HAVE NO LIABILITY FOR YOUR INTERNAL SECURITY DEVICES AND PROCEDURES, AND YOU ASSUME FULL RESPONSIBILITY FOR (A) MAINTAINING THE CONFIDENTIALITY AND PROTECTION OF THE SECURITY DEVICES AND PROCEDURES; (B) THE ACTIONS OF ALL PERSONS USING THE SECURITY DEVICES AND PROCEDURES ISSUED TO YOU; AND (C) ALL UNAUTHORIZED USE. YOU AGREE TO HOLD US HARMLESS AND INDEMNIFY US AGAINST ANY AND ALL LIABILITIES ARISING OUT OF ANY UNAUTHORIZED USE. YOU SHALL BE BOUND BY ANY USE OF THE SERVICES THAT IS PROCESSED BY US IN COMPLIANCE WITH OUR REQUIRED SECURITY DEVICES AND PROCEDURES WHETHER AUTHORIZED OR RESULTING FROM UNAUTHORIZED USE, INCLUDING BUT NOT LIMITED TO ANY PAYMENT ORDER SENT IN YOUR NAME. Notwithstanding the foregoing, however, we agree that you will not be responsible for transactions which occur after you have notified us to block the Authentication Information, passwords, or other Security Devices and Procedures that were used to perform the transaction, and we have had a reasonable opportunity to do so.

In Case of Errors or Questions About Transactions Involving Business Accounts

Call or write us as shown in the Contact Us section as soon as you can if you think your periodic statement is wrong or if you need more information about a transaction covered by the Terms which is reflected on the statement or which is missing from the statement.

Availability of the Services

We intend to make the Services available at all times, with the exception of routine system maintenance. However, we only process transactions and update information on Business Days and in some instances, only those transactions initiated prior to certain cut off times on Business Days. We do not guarantee a specific delivery time with respect to any information or document on the Services. We reserve the right to modify any cut off time or deadline by publishing notice of such modification on the Website or otherwise providing notice to you. You acknowledge and agree that access to the Services may be affected by telecommunication network activity, capacity and compatibility with third party communications equipment, Internet access, software, servers, and browsers. We disclaim any and all responsibility for any defect or service interruption caused by such. You acknowledge and agree that there are no assurances that information transmitted over the Internet or other computer or wireless networks will be secure or confidential, and you waive any and all claims against us in connection with any such transmissions.

Limitation or Suspension of the Service

For security reasons, we may implement limits from time to time on the number or amount of transactions you can make using the Services. You also agree that we may, at any time, temporarily or permanently suspend the availability of the Service if required by Applicable Law, any governmental authority, or if we believe such suspension to be necessary for security purposes (for example, if you input incorrect Authentication Information and/or responses to security questions), or to prevent unauthorized use, loss, theft, fraud, or any other liability or damage to you, us, or any other person.

Our Responsibility

We, or a third party acting as our agent, are responsible for completing Funds Transfers and other transactions on time, according to your properly entered and transmitted instructions, and in conformity with the scheduling

requirements and other standards applicable to the Services being used. If we do not, we will be liable for your losses or damages. However, we will not be liable for losses or damages for incomplete or delayed transfers or transactions (a) if a Payee mishandles or delays crediting a payment sent by the Services; (b) if you do not have adequate collected funds in a deposit account to complete a transaction from the account, or if that account has been closed; (c) if you have not properly followed instructions on how to make a transfer; (d) if you have not given complete, correct and current instructions so that a transfer can be made; (e) if withdrawals from any accounts have been suspended in accordance with Applicable Law; (f) if we or our agent reasonably believes that a transaction may be unauthorized or improper; (g) if your equipment or the Services were not working properly and this problem should have been apparent to you or you were advised about the malfunction before you authorized a transfer or payment; (h) if circumstances beyond our control, or the control of our agent, prevent the completion of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by fires, floods, other interference from an outside source or natural disasters; (i) if the transfer would go over the credit limit on your Overdraft Line of Credit, if any; (j) for errors or failures from any malfunctions of your browser, Internet service provider, computer, mobile provider, mobile device, virus or other problems relating to the computer and mobile equipment you use with the Services, including, without limitation, your inability to access the Services or any part of the Services; (k) for a failure to provide access or for interruption in access to the Services due to a system failure; or (l) if other events occur beyond our reasonable control.

Limitation of Damages

Our sole responsibility for any error with respect to the Services shall be to make reasonable efforts to correct that error. WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES CAUSED BY ANY ERROR, ACT, DELAY OR OMISSION BY US, INCLUDING BUT NOT LIMITED TO, DISHONOR OF CHECKS OR OTHER ITEMS OR EXPENSES WHICH YOU MAY INCUR OR SUFFER IN RELATION TO THE SERVICES, OR OTHER SERVICES WE PROVIDE, WHETHER OR NOT THE POSSIBILITY OR LIKELIHOOD OF SUCH LOSS OR DAMAGE OR EXPENSE IS KNOWN TO US. In the event you incur any loss due to our fault, our liability to you shall be limited to general money damages not to exceed the actual damages sustained and proven by you. You are required to notify us immediately if you experience errors, acts, delays, or omissions with respect to the Services. We shall not be liable for any liability arising from any use or disclosure of any images of documents or items by any person to whom you have directed us to provide any of such images. We shall have no liability for failing to transmit or delay in transmitting an order or transaction initiated by you if such transmittal would result in our violating any Applicable Law.

Disclaimer of Warranties by Bank and Suppliers

NEITHER WE NOR OUR SUPPLIERS WARRANT THE ADEQUACY, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED AS A PART OF THE SERVICES, OR CONTAINED IN ANY THIRD PARTY SITES LINKED TO OR FROM THE WEBSITE. THE SERVICES ARE NOT GUARANTEED TO BE FREE FROM ERROR OR INTERRUPTION. ALL SERVICES AND ANY REQUIRED TECHNOLOGY PROVIDED BY US ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS, AND WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, THE WEBSITE, OR ANY REQUIRED TECHNOLOGY. WE DISCLAIM ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE SHALL HAVE NO LIABILITY FOR ANY CLAIM, LOSS, OR DAMAGE RELATING TO ANY REQUIRED TECHNOLOGY, INCLUDING BUT NOT LIMITED TO, A FAILURE TO PERFORM IN THE MANNER FOR WHICH IT WAS INTENDED OR DESIGNED. YOU ARE RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO YOU WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF THE SERVICE OR REQUIRED TECHNOLOGY, AND YOU ASSUME THE RISK OF SUCH OCCURRENCES.

Representations & Warranties of Customer

You hereby represent and warrant to us that (a) you and any representative agreeing to make use of the Services on your behalf have full power and authority to do so and to perform your obligations pursuant to these Terms; (b) such agreement has been duly authorized by you; (c) each person who may act on your behalf has all necessary legal capacity and authority; and (e) these Terms constitute valid and legally binding obligations on you enforceable in accordance with their provisions, except to the extent enforcement may be limited by Applicable Law.

Indemnification of Bank by Customer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL HOLD HARMLESS, INDEMNIFY, AND DEFEND US, OUR SHAREHOLDERS, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATED IN ANY MANNER TO: (A) YOUR NEGLIGENCE; (B) YOUR FAILURE TO COMPLY WITH APPLICABLE LAW; (C) ANY TRANSACTIONS OR ATTEMPTED TRANSACTIONS UNDER THE SERVICES; OR (D) YOUR FAILURE TO COMPLY WITH THESE TERMS. If any of the accounts are consumer accounts and used for consumer purposes, the foregoing provision may be limited to the extent required by Applicable Law, including the Electronic Funds Transfer Act.

Governing Law and Venue

Regardless of where you do business or access the Services, the Terms and the Services are subject to the internal law of the Commonwealth of Virginia and the federal laws of the United States of America. Any litigation arising out of or relating to the Services shall be brought in the state or federal courts located in Richmond, Virginia. Each of us submits to the jurisdiction of such courts and waives any objection to venue or to convenience of forum.

Remedies

Due to the likelihood of irreparable injury, we shall be entitled to an injunction prohibiting any breach of these Terms by you. To the extent permitted under Applicable Law, the remedies provided to you in these Terms shall be exclusive of any remedies otherwise available to you pursuant to Applicable Law.

Severability

Each provision of these Terms shall be severable from all other provisions of these Terms. If any provision shall be determined to be invalid or unenforceable in any litigation, such provision shall be deemed to be amended to the extent necessary to render these Terms valid and enforceable, and the remaining provisions of these Terms shall be valid and enforceable.

Transfer of Rights and Obligations under the Terms

You may not assign or otherwise transfer your rights in respect of the Services to any third party without our written consent, which may be granted or withheld in our sole and absolute discretion. Any attempted assignment or other transfer shall not release you from your obligations to us. We may transfer all or any part of our rights in respect of the Services without notice to or consent from you. In connection with any transfer by us, you hereby irrevocably consent to the disclosure of information pertaining to you and the Services in connection with such transfer. Any such transfer by us shall release us from any further liability to you.

Termination

These Terms, as amended from time to time, will stay in effect until terminated. Either Party may terminate the Services by providing written notice thereof to the other Party. We will ordinarily send you advance notice of any termination, but we are not required to do so unless Applicable Law requires such notice. Once we terminate the Terms, no further or pending transfers will be made, including but not limited to, any transfers scheduled in advance or any preauthorized recurring transfers. Termination shall be effective as to prospective transactions only, and shall not alter your rights or our rights as to transactions prior to termination. In the event you terminate the Services, any instructions from you to make transfers will continue in effect until we have received your written notice of termination and have had a reasonable opportunity to act upon it. Once we have acted upon your notice, no further or pending transfers will be made, including but not limited to, any transfers scheduled in advance or any preauthorized recurring transfers. Online access to account information and other functions of the Services will also cease upon your termination.

Contact Us

Telephone: 1-877-920-6888
Mail: Atlantic Union Bank
P.O. Box 940
Ruther Glen, VA 22546
Email: TreasuryServicesSupport@AtlanticUnionBank.com

Explanation of Certain Terms

For purposes of these Terms, the following terms and all variations thereof shall have the following meanings.

“Acceptance of Service” means the authorization and acknowledgment document(s), such as Implementation Forms and User Documentation, executed by an authorized signer of the customer to request the provision by the Bank of the Services and to agree to these Terms. The term also includes all such documents previously provided to the Bank’s predecessors in relation to the provision of treasury services which customer continues to use in accordance with these Terms.

“Administrator” means the individual designated by you to be responsible for providing access and authority to Users of the Services.

“Applicable Law” means the constitutions, statutes, codes, ordinances, rules, regulations, orders, decisions, judgments, and decrees of any governmental authority of the Commonwealth of Virginia and any other governmental authority having jurisdiction over the Parties. “Applicable law” includes, but is not limited to, NACHA Rules and Uniform Commercial Code, including article 4A.

“Authentication Information” means login data such as Company ID, unique user name, strong password, cryptographic keys, security device, one time codes and responses to security questions.

“Bank,” “we,” “us,” and “our” mean Atlantic Union Bank any other person or legal entity whom we designate to provide the Services.

“Business Account” means a deposit account that is not a consumer account.

“Business Day” means every day, except for Saturdays, Sundays, and Federal Reserve holidays or other days that banks are legally closed.

“Company ID” means a unique identifier we assign.

“Customer,” “you,” and “your” mean an individual person or business entity permitted to use the Services.

“Funds Transfer” means the transfer of funds through electronic channels, including wire transfer, electronic funds transfer, ACH transfer and intra- bank transfer.

“Implementation Form” means required documentation to establish the Services.

“NACHA Rules” means the rules of the National Automated Clearing House Association, or other automated clearing house association, applicable to automated clearing house (ACH) transactions, as amended from time to time.

“Payee” means payment recipient.

“Party” means one or more of you and us.

“User Documentation” means documentation that we provide to you, such as user guides, as amended from time to time, which contains detailed instructions regarding the use of a Service.

“Required Technology” means the electronic device and communications hardware, software, web internet access, communications services, or other technology necessary to access and use the Services in accordance with these Terms.

“Security Devices and Procedures” mean any User ID, password, mobile access code, authorization number, confidential information, encryption key, token, confirmation or tracking number, method protocol, or any other information, control identifier, document, program, mechanism, or procedure used to gain access to, verify, or protect the security and operations of the Services, or other sensitive information.

“Services” means the suite of Treasury products, including Business eBanking (BeB) as well as other treasury services as detailed in the Type of Services section of these terms. Business eBanking services are provided by the Bank from time to time via the internet or through any Required Technology. The Services comprise, but are not necessarily limited to, Online Account Services, Funds Transfer Services, Mobile Banking Services, Online Statement Services, Stop Payment Services, and Bill Pay Services.

“Terms” means these Terms and Conditions and any amendments made from time to time.

“UCC 4A” means Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time.

“User” shall mean and refer to any one or more individuals authorized to use the Services by the Administrator.

“Website” means www.AtlanticUnionBank.com and any internal web page linked from the foregoing site and established and maintained by the Bank.



Treasury Services Terms and Conditions

Acceptance of Service

On behalf of the Customer, and acting with the necessary authority to do so, I acknowledge that the Customer's use of the Services will be subject to the Atlantic Union Bank's Treasury Services Terms and Conditions (the "Terms") and that Customer will also be bound by all applicable laws, rules, and regulations, as well as the terms of any other agreement between the Customer and the Bank, as such may be established or amended from time to time.

I further acknowledge that the Customer may, from time to time, request the Bank to provide any of the Services described in the Terms and may use such Services once the Bank has approved such use and received all required and properly-executed implementation documents and information. With regard to the Services, the Terms supersede any prior agreements between the Customer and the Bank.

Customer Legal Name _____ TIN/EIN _____

Administrator Name _____ Title _____

Administrator Signature of acknowledgement _____

Customer Legal Name _____ TIN/EIN _____

Administrator Name _____ Title _____

Administrator Signature of acknowledgement _____

Customer Legal Name _____ TIN/EIN _____

Administrator Name _____ Title _____

Administrator Signature of acknowledgement _____

Authorized Signer (please print): _____ Signature: _____ Date: _____ Title: _____

Atlantic Union Bank Representative Name: _____ Atlantic Union Bank Representative Signature: _____ Title: _____ Date: _____

ATLANTIC UNION BANK

Maximum Sweep Investment Account Agreement

Dated as of: _____

Customer Name:	Taxpayer ID#:		
Address:			
City:	State:	Zip:	
Contact Person:			Title:
Telephone:		Fax:	
Demand Deposit Account (DDA) #:		Target Balance: \$	
Business Interest Checking Account #:			

IMPORTANT NOTICE

IN THE EVENT OF THE FAILURE OF THE BANK, ANY FUNDS REQUIRED BY THIS AGREEMENT TO BE TRANSFERRED WILL BE COMPLETED PRIOR TO DETERMINING END-OF-DAY DEPOSIT BALANCES. REMAINING FUNDS IN THE PRIMARY ACCOUNT WILL BE TREATED AS A DEPOSIT

Overview

This Maximum Sweep Investment Account Agreement ("Agreement") is entered into between Atlantic Union Bank (the "Bank") and the Customer signing this application and is subject to each of the terms and conditions contained in this Agreement and the original Signature Card Agreement executed when the Customer's account was established or last updated. Additional terms and conditions are set forth below.

The Maximum Sweep Investment Account (Business Interest Checking) is an automated investment product that allows you to earn a market rate of interest on excess funds that could be sitting idle in your Demand Deposit Account, ("DDA"). Customer hereby appoints Atlantic Union Bank as its agent to transfer collected funds from the DDA account into the Business Interest Checking account.

Your funds are invested in an Atlantic Union Bank Automated Sweep Investment Account. The competitive rate paid on your invested funds may fluctuate monthly. Interest is compounded daily and paid monthly based on a balanced tier rate environment. There is no minimum period that money must remain on deposit and consequently, there is no penalty for withdrawals of your entire balance or any part thereof at any time without notice.

In order to qualify for the Maximum Sweep Investment Account, you agree to the following terms and conditions:

1. **Demand Deposit Account:** The Customer agrees to open and/or maintain a commercial demand deposit account with the Bank. The Customer agrees that the DDA Account shall be governed by the terms and conditions of the Atlantic Union Bank Account Agreement the Customer received upon opening this account, and further any other governing rules and policies for such account placed in effect from time to time by the Bank. All Customer deposits are to be made to the DDA Account.
2. **Business Interest Checking Account:** The Customer agrees to authorize the Bank to sweep funds that are in excess of the target balance set forth above out of the DDA Account and into the Business Interest Checking under the terms and conditions in this Agreement. Deposits may not be made directly into, and withdrawals may not be made directly out of, the Business Interest Checking account other than by the automated sweep function.
3. **Other Linked Checking Accounts:** The Customer may elect to maintain and link to the DDA Account as many checking accounts as are deemed necessary for operating purposes. Each such additional account may be designated as a Zero Balance Account (a "ZBA") and or an analyzed DDA Account with a set target balance. All accounts will be linked to the DDA Account for the automatic transfer of funds to cover the total amount of checks or other items presented for payment. All other funds moved up to the DDA Account will then move automatically at midnight to the Business Interest Checking.
4. **Demand Deposit Account Balances and Sweep of Excess Funds:** The Customer acknowledges that a target balance shall be established by both the bank and customer as the initial "Target Sweep Balance" for the DDA Account. On any day that the Bank is open for business (a "business day"), if the available balance in the Customer's DDA Account exceeds the Target Sweep Balance, those funds in excess of the Target Sweep Balance shall be automatically transferred ("swept") into the Customer's Maximum Sweep Investment Account. If the DDA Account balance on any business day is less than the Target Sweep Balance, sufficient funds will be swept automatically from the Business Interest Checking into the DDA Account in the amount necessary to bring the DDA Account balance up to the Target Sweep Balance amount. If the funds in the Business Interest Checking at such time are not sufficient to bring the balance in the DDA Account up to the Target Sweep Balance level, then the amount in the Business Interest Checking will be zero until the balance in the DDA Account exceeds the stated Target Sweep Balance amount.
5. **Sweep Authorization:** The Customer hereby authorizes and directs the Bank each Business Day to sweep funds between the Demand Deposit Account identified above and Business Interest Checking. The Bank may accomplish the foregoing by making debits and credits to the DDA and the Business Interest Checking. For purposes of this Agreement, a Business Day means a day from Monday through Friday when the Bank is open for business. All transactions made after 5:00 P.M. shall be deemed made the following Business Day.
6. **Eligible Depositors:** Business, corporate, public funds and non-for-profit organizations accounts are permitted.
7. **Fees:** Your Maximum Sweep has a monthly fee in accordance with the Business Checking Account Fee Schedule. This fee will be applied to your account analysis, where your target balance, as defined above unless set to \$0.00 will be used to offset this fee and other account activity.

8. **Changes to the Demand Deposit Account:** If you desire to change your designated DDA Account you will need to communicate this to the Bank for the required maintenance. Desired changes to the Target Balance in the DDA Account also must be communicated to the Bank and will be reviewed by the Bank Account Officer.
9. **Account Statements:** Statements will be mailed monthly. Customers are advised to retain all account statements. You must notify Atlantic Union Bank no later than sixty (60) days after the statement on which a problem or error first appeared was sent to you.
10. **Other Terms:** Requesting a Maximum Sweep Investment Account will mean that I/we agree to be legally bound by the terms and conditions herein. The Bank may change these terms and conditions upon prior notice to the depositor as required by law.
11. **Fees.** The Client shall pay the Bank a fee of \$_____ per month for the services described in this Agreement, whether or not any transfers occur during said period, and a monthly maintenance fee for the DDA Account. The fee shall be debited automatically from the DDA Account and shall be assessed at the end of each statement cycle of the DDA Account. Notwithstanding the foregoing, said fees shall be subject to and processed through the Bank's account analysis service. Except as otherwise set forth herein, the provisions of the Bank's deposit agreements and rules and regulations governing its demand deposit account fees shall apply to the fees described herein.
12. **Organizational Authority.** The Client represents and warrants to the Bank that (i) the execution, delivery and performance by the Client of this Agreement are within its organizational power and have been duly authorized by all necessary action on the part of the Client, (ii) this Agreement constitutes a valid and binding agreement of the Client, and (iii) the person or persons executing this Agreement on behalf of the Client have the organizational authority to do so.
13. **Applicable Rules and Regulations.** The Client agrees to be bound by all deposit agreements, service agreements and other agreements, and the rules and regulations of the Bank, governing the DDA Account and any/all DDA accounts. Any conflict between a term of this Agreement and the same term contained in one of the foregoing agreements, rules or regulations, shall be resolved in favor of the term as set forth therein. In addition to said agreements, rules and regulations, the DDA Account and any/all accounts shall be governed by, and the Client shall comply with, all applicable laws, ordinances, rules, and regulations, including without limitation, all rules of the Federal Reserve Bank of Richmond and of any Clearing House Association of which the Bank is a member.
14. **Limitation of Damages and Remedies.** The entire liability of the Bank to the Client hereunder, and the Client's exclusive remedy, for any cause whatsoever and regardless of the form of action (whether in contract or in tort, including negligence) shall be limited to the actual, proven damages of the Client which are the result of the action or failure to act by the Bank which is the immediate and direct cause of such damages. In no event shall the Bank be liable for any special, incidental or consequential damages or lost profits arising out of or relating or pertaining to any performance or non-performance by the Bank, even if the Bank has been notified of the possibility of such damage; nor shall the Bank be liable for any claim of any third party against the Client or the Bank, and the Client agrees to hold the Bank harmless from and against any and all such claims. The Bank makes no warranty, either express or implied, to the Client with respect to any service or product to be provided

hereunder. No suit or action, regardless of form, which in any way relates or pertains to this Agreement, may be brought by the Client against the Bank more than one (1) year after the date on which the cause of action arose.

15. **Force Majeure.** The Bank shall have no liability for any failure or delay in performance of any of its obligations hereunder which is caused by any: act of God; act of a governmental or military authority or agency; fire, flood, earthquake, windstorm or other natural calamity, labor disturbance, lockout or strike; war, riot; inability of the Bank to obtain labor, materials or transportation on time; telecommunications failure or interruption of service, or data- or word-processing failure or interruption of service (whether of hardware, software or both) and which failure or delay in performance is not within the direct and reasonable control of the Bank; or any other cause beyond the reasonable control of the Bank, whether similar or dissimilar to any of the foregoing.
16. **Status of the Parties.** The relationship of the Bank and the Client hereunder is solely that of independent contractors. No party shall be considered an employee or agent of any of the other parties except for those purposes specifically enumerated in this Agreement; nor shall anything contained in this Agreement be construed to create any partnership or joint venture among the parties.
17. **Waivers.**
 - (a) No failure or delay by the Bank to exercise any right or remedy pursuant to this Agreement shall constitute a waiver of that right or remedy or any other right or remedy hereunder.
 - (b) THE CLIENT IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH SUIT, ACTION, PROCEEDING, OR COUNTERCLAIM IS INSTITUTED BY THE BANK, THE CLIENT, OR ANY OTHER PARTY.
18. **Confidentiality of Information.** The Bank shall use its best efforts to maintain the confidentiality of all information and data supplied by the Client hereunder, so long as the same is not available to the general public or is not required to be disclosed by legal demand or proper request therefor; however, the Bank shall have no liability for any failure to maintain such confidentiality unless the failure is the direct result of gross negligence or willful misconduct of the Bank.
19. **Severability.** In the event that any one or more of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
20. **Assignability.** Neither party may assign any of its rights or obligations in this Agreement without the prior written consent of the other, except that the Bank may assign its rights and obligations herein to a subsidiary or affiliate of the Bank, which is in the business of providing the services to be rendered by Bank hereunder.
21. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- 22. **Enumeration and Headings.** The enumeration and headings contained in this Agreement are for the convenience of reference only and are not intended to have any substantive significance in the interpretation of this Agreement.
- 23. **Termination; Notice.** This Agreement may be terminated immediately by the Bank with or without cause upon notice to the Client at its address set forth in Paragraph 1, or such other address as the Client shall designate in writing to the Bank for such purpose. This Agreement shall automatically terminate as to both parties upon the termination of the Primary Account. Termination of this Agreement shall not affect any obligation or right of any party hereto that has accrued or arisen as a result of any transaction occurring prior to the date of termination.
- 24. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings and discussions, both written and oral, of the parties hereto with respect to the subject matter hereof and there are no representations, warranties, covenants, or obligations except as set forth herein. This Agreement may be amended only in writing executed by the parties hereto unless otherwise provided herein. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.
- 25. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their respective duly authorized agents, all as of the date first written above.

COMPANY

ATLANTIC UNION BANK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Atlantic Union Bank, Member FDIC
May 2019

LOCKBOX SERVICE AGREEMENT

This Lockbox Service Agreement is by and between Atlantic Union Bank (the "Bank") and the Bank's customer who has executed this Agreement on the signature page below (the "Customer"), effective as of the date set forth below the Bank's signature.

This Lockbox Service Agreement together with any schedule or exhibit attached hereto or incorporated herein by reference (as from time to time amended, supplemented and replaced, the "Agreement") govern the Bank's lockbox service, which allows the Customer to direct the receipt of payments made to Customer by its customers to a special post office box (the "Lockbox") from which the Bank retrieves and processes the payments and deposits the payment funds into the Customer's bank account (the "Service"). This Agreement is executed and delivered pursuant to the terms of, and is governed by, that certain Treasury Management Terms and Conditions between the Customer and the Bank (as from time to time amended, supplemented and replaced, the "Treasury Management Terms and Conditions"). Terms used in this Agreement and not otherwise defined herein shall have their respective meanings as set forth in the Treasury Management Terms and Conditions.

1. Following execution of this Agreement, Customer shall instruct those of its customers whom it desires to use the Service to forward remittances, including invoices and instruments for the payment of money, to the Lockbox maintained by the Bank on Customer's behalf at the P.O. box and address appearing on the Lockbox Set Up Form attached hereto as Schedule A, as the same may be from time to time amended. Customer shall instruct its customers not to forward cash remittances and, if appropriate, other items of intrinsic value to the Lockbox. As between Customer and the Bank, Customer assumes full responsibility for all cash and other items of intrinsic value forwarded to the Lockbox.

2. The Bank shall have sole access to the Lockbox and shall, on each day that both the Bank and U.S. Postal Service are open for business to conduct substantially all of their usual business, collect mail from the Lockbox. Unless otherwise notified in writing by Customer as stated below, the Bank shall process all invoices and negotiable instruments (including, but not limited to, checks and money orders) received in the Lockbox which designates as payee(s) any name or names which appear on Schedule A hereto or which, in the Bank's sole judgment and discretion, appropriately resemble such names. The Bank shall deposit cash remittances to Customer's account (the "Account"). The Bank shall forward at Customer's expense, in accordance with Customer's written notification, items specifically described in Schedule A which are received in the Lockbox and which Customer does not wish to have processed, provided, however, that in no event shall the Bank be liable to Customer or any third party for losses resulting from its failure to honor instructions enclosed with or appearing on an item asserting, in substance, that such item represents payment of a specific part or all of an obligation, or which states that it corresponds to any particular invoice or like document not enclosed with the item.

3. The Bank will not be responsible for examining an item to determine whether the item includes a notation such as "paid in full", "payment in full", "without recourse" or any similar statements or other instructive endorsements. The Bank shall process and forward for presentment all items received in the Lockbox other than those forwarded to Customer pursuant to Section 2 above or otherwise excluded from the terms of this Agreement. The items, which are processed and forwarded for presentment by the Bank, are referred to hereinafter as "Items of Payment." In the event that an invoice does not accompany an Item of Payment, the Bank shall attempt to return the item to the sender, unless otherwise instructed in Schedule A by Customer.

4. The Bank shall endorse all Items of Payment in such form as the Bank may deem necessary to perform this Service, such as, "credited to [account number], absence of endorsement hereby supplied and guaranteed by Atlantic Union Bank."

5. All Items of Payment shall be credited to the Account in accordance with the Bank's availability schedule then in effect, a copy of which has been provided to Customer. Notwithstanding anything herein to the contrary, in the event that any Item of Payment credited to the Account is returned unpaid to the Bank, or is dishonored by the bank upon which it is drawn, the Bank will debit the Account for the entire amount credited to the Account in respect of such Item of Payment together with any applicable service charge. Any Item of Payment that is returned unpaid after a 2nd deposit attempt will not be re-deposited. Such Item of Payment will be forwarded to Customer, unless otherwise instructed in writing by Customer and agreed upon by the Bank, or as instructed on Schedule A. In all events, the applicable service charge will be imposed in connection with the return of the Item of Payment.

6. Items of Payment processed by the Bank before 5:00 p.m. EST on any business day will be posted to the Account the same business day. Items of Payment that are processed after 5:00 p.m. EST will post to the Account on the next business day. A business day is any day excluding federal holidays, Saturdays and Sundays.

7. In addition to Customer's other notice obligations hereunder, Customer agrees to and is responsible for notifying and instructing its customers about the payment requirements and applications and the potential delay that a failure to follow such requirements can cause to the crediting of a payment, including:

- a. Checks are the acceptable payment method.
- b. Instruments Payable in Foreign Money, when identified during processing, will be processed on a collection basis and posted upon receipt of paid collections, less all fees and charges.
- c. Postdated, Missing Date, Stale Date and Signature Missing Checks will be processed and deposited. If a check missing any such information is deposited but returned, the customer will remain responsible for the payment and any late charges or additional processing costs due to the missing information.
- c. Checks missing both script and numeral amounts may be deposited. If a check missing either script or numeral amounts is deposited but returned, the customer will remain responsible for the payment and any late charges or additional processing costs due to the missing script and/or numeral amount.

8. Except as otherwise noted thereon, the information on the attached Schedule A may from time to time be amended by the acceptance by the Bank of a replacement form from the Customer. Acceptance by the Bank of said replacement form may occur without notice to the Customer and the date of such acceptance shown on said replacement form shall be presumed to be the effective date thereof.

9. If the Customer wants to include in the Service the ability to view over the internet Items of Payment and related invoices that have been received at the Lockbox and a report of exception items and instruct Bank over the internet to accept or reject exception items, then Customer will elect Web Exceptions on Schedule A.

10. All Items of Payment forwarded to Customer by the Bank for any reason whatsoever shall be directed to Customer's address stated on Schedule A.

11. The Bank will maintain a copy of Items of Payment for such period as indicated by Customer on Schedule A. The Bank shall endeavor upon receipt of Customer's written request and payment of the Bank's costs and expenses, to make available to Customer such records or reproductions thereof. The Bank shall not be responsible for any inability to provide Customer such records for any reason. Bank agrees that all information concerning the Customer's customers which comes into the Bank's possession in its provision of the Service, other than information that is otherwise publicly known, will be treated in a confidential manner.

12. The Bank may use third parties as agents to perform the Services. The Bank may disclose to any agent assisting the Bank in providing the Service any information concerning the

Account, the Lockbox, items and invoices received at the Lockbox, exception items and Customer's instructions regarding such exception items as is necessary for such agent to provide the Bank with such assistance.

13. The Bank's responsibility hereunder is limited to the exercise of ordinary care in the performance of the Service. Customer hereby agrees that the Bank will not be liable for any loss whatsoever, including, without limitation, damage suffered by Customer or any other person or entity in connection with this Agreement or the Service, except as a direct result of the Bank's gross negligence or willful misconduct. Neither the Bank nor its agents will have any liability based on the inability to render the Service due to natural or man-made disaster, power or equipment failure, severe weather condition, war, terrorist acts, emergency conditions, legal or governmental constraints or its use of any correspondent or agent, or any other cause beyond the Bank's reasonable control. In no event shall the Bank be liable for loss of any item of intrinsic value (including cash) while in the mail, the Lockbox or the Bank's possession after delivery to the Lockbox.

14. Each party waives both (i) the right to trial by jury and (ii) all consequential, incidental, punitive, exemplary, special, and indirect damages in respect of claims and disputes arising out of or in any way related to the Service.

15. Customer agrees (i) to pay the Bank for the Services rendered; (ii) to reimburse the Bank for any and all other expenses, claims or losses experienced or incurred by the Bank in connection with the Service; and (iii) to pay the Bank for such other ancillary services, not addressed during initial set-up, as the parties may from time to time agree during the term of the Service. All amounts due to the Bank under the terms of this Agreement may be deducted from any account that Customer maintains at the Bank without Customer's prior approval.

16. In the event this Agreement is terminated, Customer shall notify Customer's customers to discontinue use of the Lockbox, and the Bank shall forward to Customer, at Customer's expense, all unprocessed items, related invoices and correspondence received or in possession of the Bank following termination. Thereafter the obligations of the Bank pursuant hereto shall terminate.

17. The parties agree that this Agreement and the Service constitute an agreement to provide a "financial accommodation" as defined in 11 U.S.C. §365. The Bank shall be responsible for the performance of only such duties as are set forth in this Agreement or in an amendment to this Agreement.

IN WITNESS WHEREOF, Customer and Bank have caused this Agreement to be executed and delivered by an officer or duly authorized agent having full authority to do so.

_____	ATLANTIC UNION BANK
Company Name	
By: _____	By: _____
(Printed Name)	(Printed Name)
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____