

ENVIRONMENTAL REMEDIATION TRUST AGREEMENT

Meyers Landfill Operable Unit 1 Site

Dated: March __, 2017

This Environmental Remediation Trust Agreement (this "Agreement") is entered into as of the date of the last signature of the parties, by and between El Dorado County, California, a municipality pursuant to California Code (the "Grantor"), United States Department of Agriculture, Forest Service (the "Beneficiary") and U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

Whereas, on September 27, 2016, the United States District Court for the Eastern District of California approved a Modification of the Partial Consent Decree (hereinafter "MPCD") between the United States of America, on behalf of the Beneficiary, and the Grantor in the case United States v. El Dorado County, Civil Action No. 2:01-cv-01520-MCG-DAD, addressing the Meyers Landfill Operable Unit - 1 (OU-1) Site;

Whereas, the MPCD provides that the Grantor shall deposit funds in an irrevocable trust for the sole use and benefit of the Beneficiary, as and when needed for performance of the remedial action long-term Operation, Maintenance, and Monitoring Plan ("O&M Plan") at the Site as required by the OU-1 ROD;

Whereas, in order to provide such O&M funding, Grantor has agreed to establish and fund the Trust created by this Agreement; and

Whereas, the Grantor, acting through its duly authorized officers, and with the concurrence of the Beneficiary, has selected the Trustee to be the trustee under this Agreement, and the Trustee has agreed to act as trustee hereunder.

Now, therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Assets" shall have the meaning assigned thereto in Section 3 of this Agreement.
- (b) The term "Beneficiary" shall have the meaning assigned thereto in the first paragraph of this Agreement.
- (c) The term "Business Day" means any day, other than a Saturday or a Sunday that banks are open for business in the state of California, USA.
- (d) "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, as amended.
- (e) The term "Disbursement Request" shall have the meaning assigned thereto in Section 4(a) of this Agreement.

- (f) The term "Grantor" shall have the meaning assigned thereto in the first paragraph of this Agreement.
- (g) The term "Meyers Landfill Operable Unit 1 Site," "Meyers Landfill OU-1 Site," or simply "Site" shall have the meaning assigned thereto in Section 2 of this Agreement.
- (h) The term "Trust" shall have the meaning assigned thereto in Section 3 of this Agreement.
- (i) The term "Trustee" shall mean the trustee identified in the first paragraph of this Agreement, along with any successor trustee appointed pursuant to the terms of this Agreement.
- (j) The term "Work" shall be all activities necessary for the Operation and Maintenance ("O&M") of the CERCLA remedy for Operable Unit 1 ("OU-1").

Section 2. Identification of Facilities and Costs. This Agreement pertains to costs associated with all activities necessary for the O&M of the CERCLA remedy for OU-1 at the Meyers Landfill site in Meyers, California ("Meyers Landfill OU-1 Site," or simply the "Site"), pursuant to the above referenced PCD Modification.

Section 3. Establishment of the Trust. The Grantor and the Trustee hereby establish a trust (the "Trust"), for the sole use and benefit of the Beneficiary. The Grantor and the Trustee intend that no third party shall have access to the Trust except as expressly provided herein. The Grantor shall establish the Trust by providing to the Trustee to hold in the Trust cash and securities acceptable to the Trustee in the amount of \$2.7 Million U.S. Dollars (\$2,700,000). Such assets, along with any other monies and/or other property hereafter deposited into the Trust, and together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement, are referred to herein collectively as the "Assets." The Assets shall be held by the Trustee, in trust, as provided herein, separate and apart from the assets of the Trustee (other than deposits, such as cash or own-bank CDs). The rights and duties of Trustee are not subject to any conditions or qualifications not set forth in the Agreement. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor. Trustee is a directed trustee under this Agreement, Trustee does not act as an "investment adviser", and Trustee does not possess "investment discretion" with regard to the Assets or the Trust within the meaning of OCC Regulation 9.2.

Section 4. Payment for Work Required Under the PCD Modification. The Trustee shall make payments from the Assets in accordance with the following procedures.

- (a) From time to time, the Beneficiary's authorized representative may request that the Trustee make payment from the Assets for O&M performed under the PCD Modification by delivering to the Trustee a written Disbursement Request designating the Assets to be disbursed, and receive payments from the Assets in response to such Disbursement Request such Assets designated in such request. The Beneficiary's authorized representative with authority to make such Disbursement Request shall be the Forest Service Pacific Southwest Region's Regional Engineer ("Regional Engineer"). The Trustee shall make the

requested disbursement within 30 days after receipt of such Disbursement Request. Each Disbursement Request submitted by the Beneficiary shall contain the following statement:

- (i). That the estimate is for costs associated with the implementation of necessary O&M efforts to be performed at the Site to properly implement the OU-1 ROD, and any amendments to the ROD, required to remediate conditions at the Site; and
- (ii). a description of the O&M efforts to be performed, the amount of the claim, and the identity of the payee(s).

Trustee and Grantor shall have no responsibility whatsoever to determine that (i) a Disbursement Request contains the statement provided above, or (ii) any Assets withdrawn from the Trust shall be used and applied in any manner whatsoever, including, but not limited to, the manner contemplated by this Agreement, law, regulation, or any other agreement.

(b) Cash payments from the Assets shall be in United States dollars by wire transfer, pursuant to instructions provided by the Beneficiary.

(c) Disbursements from the Assets are governed exclusively by the express terms of this Agreement.

Section 5. Investment of Assets.

Grantor and Beneficiary have agreed that the Trustee invest the Assets by following the guidelines attached as Exhibit A (the "Guidelines") and as set forth herein.

The Grantor hereby reserves sole discretion to determine the Guidelines and to deliver the Guidelines and this Agreement to each person that has discretion to manage the Assets. The Grantor hereby represents and warrants that (i) the Guidelines and the provisions herein are the only investment restrictions imposed upon the Account by the Grantor and (ii) following such restrictions will not cause a violation of any existing applicable law. The Grantor covenants that:

(a) it shall not direct the purchase of securities, notes, and other obligations of the Grantor or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a) unless they are securities, notes, or other obligations of the U.S. Federal Government or any U.S. State government; and

(b) time or demand deposits of the Trustee are permitted investments hereunder.

Grantor acknowledges that Trustee may (i) hold Assets un-invested pending investment, distribution, resolution of a dispute, or for other operational reasons, and deposit the same in an interest-bearing or noninterest-bearing deposit account at Trustee notwithstanding any sweep direction for the Account, and (ii) earn and retain income on the float as part of Trustee's compensation for providing services under this Agreement.

Beneficiary hereby approves any such purchases and sales. Beneficiary hereby approves the Guidelines. Grantor shall have no duties or responsibilities with respect to the trust administration except those specifically set forth in this Agreement.

Grantor shall be entitled to execute trades directly for the Trust or by means of an agent or broker.

Trustee shall not be responsible for any act or omission, or for the solvency, of any agent or broker.

Trustee is hereby directed to receive, pay for and deliver Trust securities in accordance with industry practice and shall rely on directions from Grantor or Investment Manager for each trade. Trustee shall not have any duty, discretion, or responsibility for the investment management of any Assets and shall not be expected or required to render investment advice with respect to the Assets.

Any investment loss incurred from any investment shall be borne exclusively by the Trust.

The Trustee has no duty to question the Guidelines or whether any direction received under this Agreement is prudent; to solicit directions; or to question whether any direction received under this Agreement by email, or entered into Grantor's or Beneficiary's account in Trustee's on-line portal, is unreliable or has been compromised, such as by identity-theft.

Trustee shall surrender for payment all maturing Assets and all Assets called for redemption upon condition that the proceeds received by Trustee are paid into the Trust.

Trustee shall collect all income, principal, and other distributions due and payable on Assets. If an Asset is in default, or if payment is refused after due demand, and Trustee receives notice of such default or refusal from the Asset's issuer or transfer agent, then Trustee shall so advise Grantor.

Grantor represents and warrants that, prior to executing this Agreement, it provided Trustee with a fully executed W-8 or W-9 Internal Revenue Service form, as applicable, which sets forth Grantor's EIN. Grantor represents and warrants to Trustee that its W-8 or W-9 form, as applicable, and EIN provided under this Agreement are accurate, genuine and current as of the date of this Agreement. Grantor shall immediately notify Trustee of any change in the status of its form W-9 or W-8, as applicable, or EIN.

Trustee shall forward all annual and interim stockholder reports and all proxies and proxy materials relating to the Assets in the Trust to Investment Manager (or, if none, to Grantor). Investment Manager (or, if none, Grantor) shall have the full and unqualified right to vote any Assets in the Trust.

Trustee's duties and responsibilities shall be entirely administrative, as directed, and not discretionary. Trustee shall (i) have no duties or responsibilities except those specifically set forth in this Agreement, and (ii) not be liable except for failure to perform the duties and obligations set forth herein. No implied duties, responsibilities, representations, warranties, covenants or obligations shall be read into this Agreement against Trustee. Trustee is not charged with knowledge of or any duties or responsibilities in connection with any other document, regulation, law, or agreement.

Trustee may advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

To the extent of (i) any advance of funds or securities under this Agreement or (ii) any outstanding compensation, expenses, fees, costs, or other charges incurred by Trustee in

providing services under this Agreement, Grantor and Beneficiary hereby grant Trustee a first-priority lien and security interest in, and right of set-off against, the Assets. Trustee may execute that lien and security interest, and exercise that right, at any time. Without limiting the generality of the foregoing, if Trustee does not timely receive such compensation, expenses, fees, costs, or other charges, then Trustee shall be entitled to deduct the same from the income of the Assets. Furthermore, nothing in this Agreement shall constitute a waiver of any of Trustee's rights as a securities intermediary under Uniform Commercial Code §9-206.

Section 6. Commingling and Investment. Subject to Section 5 hereof, the Trustee has the power:

(a) to transfer from time to time any or all of the Assets to any common, commingled, or collective trust fund created by the Trustee in which the Trust is eligible to participate, subject to all of the provisions hereof and thereof, to be commingled with the assets of other trusts participating therein; and

(b) to purchase shares in an investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee or any affiliate thereof. Nothing in this Section shall be construed as authorizing the Grantor to cause the Trust to carry on any business or to divide the gains therefrom, including without limitation, the business of an investment company, or a company "controlled" by an "investment company," required to register as such under the Investment Company Act of 1940, as amended. The sole purpose of this Section is to authorize the investment of the Assets, or any portions thereof, as may be reasonably prudent pending use of the proceeds as provided in this Agreement.

Section 7. Express Powers of Trustee. Without in any way limiting the powers conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) to make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (b) to register any securities held in the Trust in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the U.S. federal government or any U.S. state government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Trust;

- (c) as directed, to deposit any cash in the Trust in demand or interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee; and
- (d) To engage employees and professional persons to assist the Trustee with respect to the responsibilities described herein.

Section 8. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Assets, all other expenses and charges incurred by the Trustee in connection with the administration of the Assets and this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee, and all other proper charges and disbursements to the Trustee shall be paid from the Assets.

Grantor and Beneficiary represent and warrant to Trustee that (i) the Trust is not a taxable entity for federal, state or local income tax purposes, and (ii) the Trust is established under §671-677 of the Internal Revenue Code of 1986, as amended (and is thus what is commonly known as a grantor trust) and for federal income tax purposes all of the Trust is treated as owned by Grantor pursuant thereto. Trustee shall file and furnish Form 1041 (U.S. Income Tax Return for Estates and Trusts) as the Trust's method of reporting (and shall not choose any "Optional Method" of reporting), using the Trust's EIN (and not, for example, Grantor's or Beneficiary's EIN) in the space for the EIN therein, and the Trustee's costs, fees, or expenses relating to such filing and furnishing shall be paid from the Assets.

Section 9. Annual Valuation. The Trustee shall annually, no more than thirty (30) days after the anniversary date of establishment of the Trust, furnish to the Beneficiary a statement reporting the value of the Assets. For purposes of reporting the value of an Asset on a Trust statement, Trustee shall report a value that is (i) provided to Trustee by a third-party pricing vendor; (ii) readily determinable on an established market, if such value is available to Trustee when preparing the Trust statement; or (iii) if such value is unavailable, Trustee shall report the most recent value that Trustee received from the Grantor, Asset's broker, fund accountant, general partner, issuer, manager, transfer agent, or other service provider (commonly known as a pass-through price). The Trustee shall also provide such information concerning the Assets and this Trust as the Beneficiary may reasonably request from time to time.

Beneficiary shall be responsible for the review of all reports, accountings and other statements provided by the Trustee, and shall within 90 days following receipt thereof notify Trustee of any mistakes, defects or irregularities contained or identified therein, after which time all such matters shall be presumed to be ratified, approved and correct and shall not provide any basis for claim or liability against the Trustee, except for any activity which may constitute criminal, misleading, or fraudulent nondisclosure of information.

Section 10. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Beneficiary, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 11. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as provided in Exhibit B hereto. Such compensation shall be paid to Trustee from the Assets.

Section 12. Trustee and Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee not affiliated with the Grantor and approved in writing by the Beneficiary, and this successor accepts such appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder, or as provided by a new Trust Agreement. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the Assets. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the Assets and the Trust in a writing sent to the Grantor, the Beneficiary, and the present Trustee by certified mail no less than 10 days before such change becomes effective, to the addresses provided below. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 8.

Section 13. Instructions to the Trustee. All instructions to the Trustee shall be in writing, signed by such persons as are empowered to act on behalf of the Grantor or Beneficiary, as the case may be, giving such instructions. The Trustee may conclusively rely on and shall be fully protected in acting or refraining to act without inquiry on such written instructions believed by Trustee to be genuine and given in accordance with the terms of this Agreement. The Trustee shall have no duty to act in the absence of such written instructions, except as expressly provided for herein.

Section 14. Amendment of Agreement. This Agreement may be amended only by an instrument in writing executed by the Grantor, the Trustee, and the Beneficiary.

Section 15. Irrevocability and Termination. This Trust shall be irrevocable and shall continue until terminated upon the earlier to occur of (a) the written direction of the Beneficiary to terminate and (b) the complete exhaustion of the Assets comprising the Trust as certified in writing by the Trustee to the Beneficiary and the Grantor. Upon termination of the Trust pursuant to this Section 15, all remaining trust property (if any), less final trust administration expenses, shall be delivered to the Grantor.

Section 16. Immunity and Indemnification. The Trustee shall not incur any liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, the Agreement or the Assets, or in carrying out any directions by the Grantor or the Beneficiary, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or the Assets or both from and against any and all liability to which the Trustee may be subjected by reason of any act or conduct made by the Trustee in its official capacity and not in breach of this agreement, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Trustee is not responsible for any delay or failure in performing its obligations under this Agreement caused by circumstances beyond Trustee's reasonable control. Trustee is not liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or Trustee's provision services under this Agreement. This limitation applies even if Trustee has been advised of, or is aware of, the possibility of such damages.

Section 17. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of California.

Section 18. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

Section 19. Notices. All notices and other communications given under this agreement shall be in writing and shall be addressed to the parties as follows or to such other address as the parties shall by written notice designate:

(a) If to the Grantor:

Michael Ciccozzi
County Counsel
County of El Dorado
330 Fair Lane
Placerville, Ca 95667

(b) If to the Trustee:

U.S. Bank National Association
1 California Street, Suite 1000
SF-CA-SF10
San Francisco, CA 94111

(c) If to Beneficiary:

Regional Environmental Engineer
Forest Service
Pacific Southwest Region, Regional Office
1323 Club Drive
Vallejo, CA 94592

In witness Whereof, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized, and attested as of the date first above written:

GRANTOR (County of El Dorado, California):

By: _____
Shiva Frentzen
Chair of the Board of Supervisors

Date _____
ATTEST: JAMES S. MITRISIN,
Clerk of the Board of Supervisors of the
County of El Dorado, State of California.

By _____
Deputy Clerk

TRUSTEE:

By: _____

Name and Title

BENEFICIARY:

By: _____

Name and Title

* SEE ATTACHED JURATS BY NOTARY PUBLIC.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of El Dorado

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20____, by _____

_____ ,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

(Seal)

Signature _____

EXHIBIT A
Guidelines

Attached to Environmental Remediation Trust Agreement dated March _____, 2017, between El Dorado County, California as Grantor, U.S. Bank National Association as Trustee and the United States Department of Agriculture, Forest Service as Beneficiary.

Objective

The primary investment objective of the Trust is to preserve and protect its assets and provide adequate liquidity.

Asset Mix

To accomplish the Trust's investment objectives, the portfolios may consist of short-term fixed income and (cash) investments.

Asset Quality

1. Fixed-income Securities –

Certificates of Deposit, Treasury Bills, Notes, and Debt Securities of U.S. Government Agencies.

2. Cash/Cash Equivalents –

U.S. Government Money Market Funds. The assets of any money market mutual funds must comply with the limitations and/or the quality provisions for fixed income securities.

Demand deposits of the Trustee, any affiliate of the Trustee or any other commercial institution.

Transactions

All purchases of securities will be for cash. There will be no margin transaction, short selling, or commodity transactions.

Performance

It will be the objective of the portfolio to equal a composite index comprised of the 90 day U.S. Treasury Bill, and an appropriate fixed income benchmark that reflects the composition, maturity and duration of the portfolio. The benchmark percentages will be adjusted to reflect the allocation of assets in the portfolio.



INSTITUTIONAL Trust & Custody

Steve Webb
One California St.
San Francisco, CA 94111
steven.webb@usbank.com
(626) 278-0861



Fee Proposal for Meyers Landfill Environmental Remediation Trust

CUSTODIAL SERVICES

ANNUAL FEE

8 BPS ON ALL ASSETS

*(SUBJECT TO A \$10,000 MINIMUM ANNUAL FEE)

- | | |
|---|---|
| <ul style="list-style-type: none"> ■ Safekeeping of assets ■ Transaction settlement ■ Cash Management (all cash swept daily) ■ Online account access, mgmt reporting, and stmt delivery ■ Online balance inquiry and trade affirmations ■ Consolidated accounting & reporting ■ Professional, designated relationship team | <ul style="list-style-type: none"> ■ Unlimited number of DTCC/Federal Reserve eligible securities to be held in nominee name ■ Proxy management (stock splits, spin-offs, name changes, etc.) ■ Timely and accurate pricing of assets ■ Custody agreement ■ Collection of income (dividends, interest, matured bonds, settled sales) |
|---|---|

TRANSACTION FEES

- | | |
|---|--|
| <ul style="list-style-type: none"> ■ Standard DTC or Fed Buys/Sales/Principal Paydowns and Repurchase Agreement Buys/Sales and Maturities ■ Security Holding Fee ■ Physical Buys/Sales ■ Mutual Funds Transactions ■ Check Distributions ■ Wire Distributions | <ul style="list-style-type: none"> ■ Included ■ Included ■ Included ■ Included ■ \$10 each ■ \$10 each |
|---|--|

SERVICE AND FEE ASSUMPTIONS

- * Assumes 100% of the trust is invested in U.S. Bank Money Market Deposit Account (MMDA)
- Fees are billed or charged to the account monthly or quarterly.
- Fees are guaranteed for at least three years.

EXHIBIT B

All of  serving you®



**FORM OF SWEEP-DIRECTION
U.S. BANK MONEY MARKET DEPOSIT ACCOUNT**

This direction relates to the U.S. Bank National Association (“USBNA”) Institutional Trust & Custody division (“IT&C”) account identified below (the “Account”).

Account Name: _____
Account Number: _____

The undersigned (the “Directing Party”) hereby:

1. **Designation.** Designates the U.S. Bank Money Market Deposit Account (the “Sweep Vehicle”).
2. **Direction.** To the extent USBNA has received no investment direction as to cash assets held in the Account (including any sub-accounts therein), directs USBNA to deposit such assets to the Sweep Vehicle.
3. **Acknowledgments.** Acknowledges that:
 - 3.1. As of 3/15/17, the Sweep Vehicle’s terms, fees, and rate are as follows. For current terms, fees, and rate, the Directing Party may contact the Account’s Relationship Manager at USBNA at 415-677-3674
 - 3.1.1. Deposit products are offered by USBNA, member FDIC.
 - 3.1.2. **Account Type.** The Sweep Vehicle is a variable-rate account.
 - 3.1.3. **Rate Information.** The Sweep Vehicle’s interest rate is 30 basis points. The rate is accurate as of the date stated above. The rate is determined in USBNA’s discretion based on market conditions and may change daily and by any amount. USBNA will not provide notice of changes in the rate. But, the Directing Party may call USBNA at the phone number stated above to obtain current rate information.
 - 3.1.4. **Crediting and Compounding.** Interest is compounded on the Account’s principal balance in the Sweep Vehicle each calendar day and is credited monthly. If the Account’s principal balance in the Sweep Vehicle is zero when accrued interest is credited, then any interest the Account accrued during the applicable month will not be paid.
 - 3.1.5. **Balance Information.** There is no minimum balance required to make a deposit to the Sweep Vehicle or avoid the imposition of a fee in connection with the Sweep Vehicle. USBNA calculates interest on the full amount of the Account’s principal balance in the Sweep Vehicle for each day by use of the daily balance method, using a daily rate of at least 1/365th (or, in a leap year, 1/366th) of the interest rate. Interest begins to accrue on the business day funds are deposited to the Sweep Vehicle and accrues until the business day such funds are withdrawn from the Sweep Vehicle.
 - 3.1.6. **Fees.** No fees will be imposed in connection with the Sweep Vehicle.
 - 3.1.7. **Transaction Limitations.** The Directing Party may direct an unlimited number and dollar amount of deposits to or withdrawals from the Sweep Vehicle. (The Sweep Vehicle is held by USBNA for the benefit of IT&C’s customers, so IT&C makes all deposits to and withdrawals from the Sweep Vehicle.) But, the Directing Party may not make in-person deposits or withdrawals from the Sweep Vehicle or write checks against the Sweep Vehicle.

3.2. **Float Income.** As part of USBNA's fees for servicing the Account, USBNA earns and retains float income to the extent the Account holds a principal balance in the Sweep Vehicle.

3.3. **Directed Account.** USBNA (i) has no discretion to invest Account assets (such as discretion to select the Sweep Vehicle; determine whether, or what amount of, Account assets will be deposited to the Sweep Vehicle; withdraw from the Sweep Vehicle; or determine the Account's liquidity needs) and (ii) does not render investment advice with respect to Account assets. Nor will USBNA's power to determine the Sweep Vehicle's interest rate, whether exercised or not, be deemed to be such discretion or advice.

3.4. **Revocation.** The Directing Party may revoke the foregoing designation of the Sweep Vehicle at any time without penalty.

4. **Representations and Warranties.** Represents and warrants that:

4.1. The Directing Party is independent of USBNA; has discretionary authority to select the investments and approve the fees described herein for the Account; received, read, and understood this form before Account assets were first deposited to the Sweep Vehicle; understands and approves the services and fees described herein; and received a copy of this form to keep.

4.2. FOR AN ERISA-COVERED ACCOUNT: The Account assets are subject to the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"). The Directing Party is a trustee under ERISA §403(a) with respect to the assets, a "*named fiduciary*" with respect to the plan within the meaning of ERISA §402(a), or an "*investment manager*" within the meaning of ERISA §3(38) with respect to the assets that has been delegated the authority to manage, acquire, and dispose of such assets pursuant to ERISA §402(c)(3).

4.3. The foregoing designation, direction, acknowledgments, representations and warranties are made according to the Account's governing service agreement and are not contrary to applicable law.

The Directing Party hereby executes this form on the date stated below.

Directing Party: _____

By: _____
(Signature of Directing Party's authorized officer)

(Printed name of Directing Party's authorized officer)

Its: _____
(Title of Directing Party's authorized officer)

Dated: _____