

We're here to help.

This Service Description is part of the Treasury Services Master Agreement (the "*Master Agreement*") currently in effect between you and BMO Harris Bank N.A. ("*we*" or "*us*" and "*our*"). This Service Description is part of the Master Agreement, and is subject to all of the terms and conditions contained in the Master Agreement. Any references herein to the Master Agreement shall be deemed to include the terms of this Service Description, including any User Guide and set-up form. Any capitalized terms not defined herein shall have the same meaning as set forth in the Master Agreement.

1. Service.

This Service Description describes the terms and conditions of our Loan Pay and Drawdown Service which allows you to make transfers between your Accounts, as defined below, and one or more Loans under a Loan Facility, each as defined below, by means of OLBB (the "*Service*").

2. Definitions.

In this Service Description the following terms have the meaning indicated:

- "*Account*" means each deposit account with us that is enrolled in OLBB under your Customer ID.
- "*Available Funds*" means the funds in an Account which are available for immediate withdrawal from the Account based on our Funds Availability Policy and the order in which we process credits and debits to and from the Account.
- "*Loan*" means each loan under a Loan Facility that is accessible to you through OLBB.
- "*Loan Facility*" means each loan facility that has been, or may be, established by us or one or more of our affiliates for your use and made accessible to you through OLBB, subject in all cases to the terms and conditions of each such Loan Facility.

3. Transfers Between An Account and Loan Facility.

You may use OLBB to (i) transfer Available Funds on deposit in an Account to make payments of principal, interest, escrow amounts and late fees on a Loan, and (ii) request a borrowing on a Loan. All funds made available in connection with a borrowing on a Loan will be credited to an Account. There may be amounts due with respect to a Loan or a Loan Facility that may not be paid through OLBB. All payments made, and all borrowings requested, with respect to a Loan are subject to the terms and conditions of the agreement(s) governing such Loan and the applicable Loan Facility (including, without limitation, all prepayment, fee and interest provisions and all conditions to borrowing). By requesting a borrowing, you agree that such borrowing will constitute a Loan that is governed by, and subject to the terms and conditions of, such agreement(s).

Transfers and borrowings shall be subject to the cut-off times we establish from time to time. You must communicate instructions to initiate transfers and borrowings under this Service Description by using the Security Procedures we assign from time to time. You agree to be liable for any transfer and borrowing requests communicated to us in compliance with the Security Procedures, whether or not they are authorized. You shall have no right to cancel a transfer or borrowing request once it is submitted to us for processing. In addition to the applicable limitations and approval requirements established by you in OLBB, borrowings under a Loan shall be no less than any minimum amount as may be required by the Loan or applicable Loan Facility and will be processed by us in such manner as we shall select. Notwithstanding anything contained in the Master

Agreement to the contrary, we may suspend or terminate this Service immediately at any time. Nothing contained in this Service Description obligates us to extend credit to you, under the terms of any Loan Facility or otherwise. You shall at all times remain responsible for monitoring the balance of each Account and of each Loan.

4. Representations and Warranties

By permitting any person to authorize a payment or request a borrowing under a Loan pursuant to this Service Description, you are certifying that (i) such person was, at the time of such authorization or request, fully authorized on your behalf to authorize such payment or request such borrowing, and (ii) all conditions to borrowing set forth in the agreement(s) that govern the Loan or applicable Loan Facility are met both as of the day of such borrowing request and as of the day of the applicable borrowing.

5. Limitation of Liability.

We will use ordinary care in completing the transfers. In addition to the limitations on our liability in the Master Agreement, any liability we may have for failing to make a transfer to your Loan in violation of our obligation to you is limited to the amount of additional interest you were assessed and actually paid on the Loan for the amount we failed to transfer to the Loan for the time period we failed to make the transfer; or in the case of liability for failure to transfer funds to an Account, the amount of any service or overdraft charges assessed due to our failure to initiate a transfer of funds in connection with a requested borrowing; provided, however, that we shall have no liability under this Service Description if the transfer request is denied because a borrowing was not available, for any reason, under the Loan Facility. We may choose to pay such compensation to you either in the form of an earnings credit or cash.

6. Delays.

We will not be liable for any delay or failure to affect your transfer of funds between any Account and any Loan due to circumstances or events beyond our reasonable control including disruptions in communications facilities, power, equipment or software failure, any interruption of communication or data processing services or suspension of trading or legal restriction.

7. Termination.

In addition to our right to suspend or terminate the Service as set forth in Section 3, the Service will automatically terminate upon closing of each Account or the termination of each Loan Facility for any reason. You may terminate the Service at any time by written notice to us as provided in the Master Agreement.

8. OLBB.

Your use of this Service requires your enrollment, and the enrollment of each Account and Loan Facility, in OLBB.

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