

REPUBLIC BANK

www.republicbank.com
MEMBER FDIC

651 Perimeter Drive
Lexington, Kentucky 40517-4133
(859)266-1165
Fax (859)268-1278
www.republicbank.com

May 1, 2014

Todd Slatin
Purchasing Director
Lexington-Fayette Urban County Government
Room 338, Government Center
200 E Main Street
Lexington, Ky. 40507

Dear Mr. Slatin,

On behalf of Republic Bank Executive Management and our Treasury Management team, it is our pleasure to present this proposal to LFUCG for their Lockbox needs.

Over the last 30 years, Republic Bank has grown to become one of the largest locally-owned banks in Kentucky and has been consistently recognized as one of the best performing banks in the nation based on financial performance and level of capital. With 43 locations across five states and over \$3 billion in assets, Republic Bank is dedicated to providing the financial resources that help our communities grow.

From the beginning, Republic Bank has distinguished itself as a community minded bank. We take great pride in our civic programs and efforts to better our community. Republic Bank & Trust Company contributed over \$115,000 to Central Kentucky area causes in 2013.

Republic Bank has a dedicated staff both in Lexington and Louisville ready to deliver the services specified within this RFP. Republic is one of the few financial institutions in the area that manages its own Lockbox operations in Kentucky. Payments are received locally and processed immediately which enables our clients faster access to their funds. Our Lockbox can be toured at any time and is customizable to LFUCG's needs.

Again, we take great pride in making this proposal and welcome the opportunity to become a valued business partner for LFCUG.

Sincerely,



Robert C. Henry
Central Kentucky Market President

We were here for you yesterday. We are here for you today. We will be here for you tomorrow.®

Firm Submitting Proposal: Republic Bank & Trust Company

Complete Address: 651 Perimeter Drive Suite 650
Lexington, Ky. 40517

Contact Name: Tamara B. McCain Title: Vice President-Treasury
Management

Telephone Number: 859-519-3346 Fax Number: 859-266-6926

Email address: tmccain@republicbank.com

AFFIDAVIT

Comes the Affiant, _____ Tamara B. McCain _____,
and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is ___ Tamara B McCain _____ and he/she is the individual submitting the proposal or is the authorized representative of ___ Republic Bank & Trust Company _____, the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Tamara B. McCain

STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Tamara B. McCain on this the 30 day of April , 2014.

My Commission expires: 10-16-2014

Jennifer A. Hash
NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Sharon B. McCain
Signature

Republic Bank & Trust Co.
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Republic Bank & Trust Company

Date: 4 / 30 / 2014

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators		84	283	3	9	9	32	1	9		
Professionals		180	122	3	2	6	5	6	1		
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by: Thomas B. McCain VP - Treasury Mgmt.
 Name & Title

EEO-1 Report
 Status: Active On Line

Company	Job Category	Hispanic or Latino		Not Hispanic or Latino										Grand Total		
		Gender		Male					Female							
		Headcount	Headcount	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Asian	Two or More Races			
Republic Bank	Executive/Senior Level Officials and Managers	Headcount	Headcount	7	-	-	-	-	-	-	-	-	-	-	-	7
	Franklin Level Officials and Managers	1	1	56	2	-	-	-	-	-	-	-	-	-	-	103
	Professionals	2	-	94	2	1	2	1	-	-	-	-	-	-	-	100
	Sales Workers	-	1	24	2	-	-	-	-	-	-	-	-	-	-	59
	Administrative Support Workers	3	9	62	8	-	1	-	-	-	-	-	-	-	-	427
	Call Workers	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1
	Service Workers	-	-	1	-	-	-	-	-	-	-	-	-	-	-	1
	Uniforms and Helpers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1
	Grand Total:	6	11	264	15	1	3	2	1	406	37	4	6	756		

REPUBLIC BANK

www.republicbank.com

Member FDIC

AFFIRMATIVE ACTION PROGRAM for WOMEN and MINORITIES

Republic Bank
Company

Corporate
Establishment

601 West Market Street
Street Address

Louisville, KY 40202
City and State

Inclusive Dates of the AAP: January 1, 2013 to December 31, 2013

Program Completed by: Susan Stuckey, VP Employment Manager

Telephone Number: 502-420-1805

TABLE OF CONTENTS

Confidentiality of Records.....

Preliminary Statement.....

EEO Policy Statement.....

Compliance with the Sex Discrimination Guidelines *41 CFR 60-20*.....

Prohibition of Discrimination Because of Religion or National Origin *41 CFR 60-50*

Responsibility for Implementation *41 CFR 60-2.17(a)*.....

Problem Areas *41 CFR 60-2.17 (b)*.....

Action-Oriented Programs *41 CFR 60-2.17(c)*

Audit and Reporting *41 CFR 60-2.17(d)*.....

CONFIDENTIALITY OF RECORDS

This affirmative action program contains confidential, trade secret and commercial information protected from disclosure by the Office of Federal Contract Compliance Programs pursuant to 18 U.S.C. 1905. In addition, exemptions 3 and 4 of the Freedom of Information Act (FOIA) protect information in this document from mandatory disclosure to FOIA requestors. See, e.g., *Chrysler v. Brown*, 441 U.S. 281 (1979). The release of any trade secret, confidential statistical or commercial information would be arbitrary and capricious in violation of the Administrative Procedure Act. See, e.g., *CAN Financial Corp. v. Donovan*, 830 F.2d 1132, 1144 and N.73 (D.C. Cir.), cert. Denied, 485 U.S. 977 (1988).

If supplied to a public official or representative of a governmental agency, whether pursuant to review proceedings or otherwise, it is understood that it is for review only, or examination for authorized purposes and may not be retained, copied or made available to others without receipt of express written permission of a duly authorized representative of our firm.

PRELIMINARY STATEMENT

This affirmative action program has been voluntarily prepared as a reaffirmation of the company's commitment to equal employment opportunity and affirmative action. In preparation of the program, the terminology used in Executive Order 11246 and its implementing regulations has been used as a guide. Therefore, the use of such terms as "placement goal", "expected number", "problem area", "utilization", "distribution", etc., should not be construed as an admission that in fact either minorities or women have been or presently are being discriminated against in any way in violation of federal, state or local fair employment practice laws. Further, nothing contained in this material or the data supporting this program should be construed as an admission that any such federal, state or local fair employment practice laws have been contravened.

In developing and implementing this program, the company has been guided by its established policy of providing equal employment opportunity. Any goals, which are established herein, are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying every good faith effort in implementing its affirmative action program. The use of goals in this program is not intended to discriminate against any individual or group of individuals with respect to any employment opportunity for which they are qualified on the grounds that they are not the beneficiaries of affirmative action themselves. Nothing herein is intended to sanction the discriminatory treatment of any person. Thus, this program has been developed in strict reliance upon the affirmative action guidelines issued by the Equal Employment Opportunity Commission (EEOC) and the regulations issued by the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP).

EEO POLICY STATEMENT

This company is an equal opportunity employer. All decisions concerning the employment relationship are made without regard to age, race, color, religion, creed, sex, national origin, marital status, veteran status, the presence of any physical or mental disability, genetic information or any other status or characteristic protected by federal, state, or local law. Discrimination or harassment based upon any of these factors is wholly inconsistent with our company values and will not be tolerated.

COMPLIANCE OF PERSONNEL POLICIES AND PRACTICES
WITH THE SEX DISCRIMINATION GUIDELINES
41CFR 60-20

The company's personnel policies and practices are monitored to ensure that they are in keeping with the letter and spirit of applicable EEO regulations and the affirmative action program. It is expressly stated that there shall be no discrimination against any employee or applicant on account of sex.

It is the policy of this company to recruit employees of both sexes for all jobs. Advertisements in newspapers and other media for employment do not express a gender preference and in fact carry an affirmative action statement.

When dealing with a bargaining unit for employees, if there is a written agreement on conditions of employment, such agreement does not contain language that is discriminatory on the basis of sex. The company insists that employees of both sexes have equal opportunities to any available job that he or she is qualified to perform. The company and this facility have instituted personnel policies and practices which ensure that employment opportunities, wages, hours, or other conditions of employment are not discriminatory to either sex; this includes employer contributions for insurance, pensions, and other similar group benefits.

There is no distinction between married and unmarried persons of one sex that is not made between married and unmarried persons of the opposite sex. Employment is not denied to women with young children. Employees of one sex are not given any preferential treatment over the other sex in cases of termination, layoff or other similar actions. Physical facilities are made available to employees of both sexes. The company does not follow any state guidelines on sex limitations if they are contrary to federal regulations issued by appropriate compliance agencies. Women are not denied particular jobs because of any state "protective" laws.

Female employees are not penalized in their conditions of employment because they require time away from work on account of childbearing. Women are granted medical leaves of absence upon evidence from the woman and her physician that she is pregnant. The start of the medical leave is left up to the employee and her physician. The female employee on medical leave is entitled to return to work to her former position or a position similar in status and wages for which she is eligible. She continues to accrue credited service while on leave.

The company pension program provides no age distinction for male or female employees in either mandatory or optional retirement. Neither are wage and salary scales or seniority lists related to or based upon the sex of employees.

**COMPLIANCE OF PERSONNEL POLICIES WITH GUIDELINES ON
DISCRIMINATION BECAUSE OF RELIGION OR NATIONAL ORIGIN**

41 CFR 60-50

Discrimination in any term or condition of employment with the company on the basis of religion and/or national origin has always been and will continue to be prohibited.

As such, we do not seek or request information regarding the religious beliefs and/or national origin from any employee or applicant.

This policy is published and publicized internally and externally. Internally, our policy prohibiting discrimination on the basis of religion and national origin is included in all posted Equal Employment Opportunity policy statements. Similarly all recruiting sources are directed to refer applicants without regard to religion or national origin.

In keeping with this policy, reasonable accommodations are made for individual religious observances and practices unless such an accommodation would impose an undue hardship on the conduct of our business. Generally, we will try to make reasonable accommodations to the religious observances and practices of any employee who regularly observes Friday evening and Saturday, or some other day of the week, as Sabbath and/or who observes certain religious holidays during the year and is conscientiously opposed to performing work or engaging in similar activity on such days. In determining the extent of the hardship imposed, we may consider business necessity, financial costs and expenses, and employee relations.

RESPONSIBILITIES FOR IMPLEMENTATION OF
CORPORATE EEO POLICY
41 CFR 60-2.17(a)

With the support of senior management, Susan Stuckey, VP Employment Manager, has overall primary responsibility for implementation of the company's EEO policy and affirmative action program. All employees are responsible to cooperate with this person and act in accordance with the prescribed policies and procedures. All members of management are familiar with the policy, fully support it, and apply these principles in good faith.

To ensure compliance with the Equal Employment Opportunity policy and affirmative action program, Susan Stuckey, and/or designated staff, will as appropriate:

1. Develop policy statements and internal and external modes of communication;
2. Conduct regular discussions with managers, supervisors, and other employees to be certain the company's policies are being followed;
3. Advise supervisors that they are responsible for complying with company policies;
4. Implement audit and reporting systems that will measure the effectiveness of the affirmative action program, identify the need for action areas, determine the degree to which the company's goals and objectives have been attained, and ensure that the company is in compliance with applicable employment laws and regulations;
5. Advise management regarding the effectiveness of the affirmative action program and offer suggestions for remedial action if warranted;
6. Keep management informed of the latest developments in the areas of affirmative action and equal employment opportunity.

PROBLEM AREAS

41 CFR 60-2.17(b)

This establishment conducts in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist. These analyses include evaluation of the following:

- (1) Workforce by organizational unit and job group to determine whether there are any problems with utilization or distribution of minorities or women;
- (2) Personnel activity, including applicant flow, hires, terminations, and promotions to determine whether there are selection disparities;
- (3) Compensation systems to determine whether there are gender-, race-, or ethnicity-based disparities;
- (4) Selection, recruitment, and other personnel procedures to determine whether they result in disparities in the employment or advancement of minorities or women; and
- (5) Other areas that might impact the success of the affirmative action program.

Job groups where underutilization of minorities or women exists are identified in the "Placement Goals" section of this AAP.

During the year, every good faith effort will be made to meet these placement goals as opportunities arise in recruiting, promoting, and transferring. Our ultimate goal is to reach and maintain 100% availability in all job groups.

ACTION-ORIENTED PROGRAMS

41 CFR 60-2.17(c)

This establishment is committed to increasing the diversity of its workforce and to promoting equal employment opportunity for all at all levels of the organization. It undertakes affirmative steps to reach the placement goals identified while continuing to hire and promote the best qualified people to carry out its mission.

The following are among the action-oriented programs designed to eliminate problems and attain goals and objectives:

Continue to recruit minorities and women in percentages consistent with their availability; maintain records of all applicants; conduct an adverse impact analysis to determine if minorities and women are applying in insufficient numbers.

Recruit for a diverse pool of applicants through the state employment security agency, diversity recruiting events, target schools, and job postings in a variety of media which targets minorities, women, veterans, and individuals with disabilities.

Select qualified individuals without regard to sex, race, color or any other status or characteristic protected by federal, state, or local law. When apparently qualified minority or female employees are rejected for promotion or upgrading, supervisory personnel provide justification.

Train human resources personnel in affirmative action best practices.

Provide human resources related training to managers and supervisors.

Train all employees in non-discrimination, anti-harassment, and company values.

Ensure that facilities and company sponsored social and recreational activities are not segregated and encourage all employees to participate in all company sponsored events. (41 CFR 60-1.8)

AUDIT AND REPORTING
41 CFR 60-2.17(d)

This establishment monitors the effectiveness of its affirmative action program.

This establishment's EEO coordinator will:

- (1) Monitor records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the non-discriminatory policy is carried out;
- (2) Require internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
- (3) Review report results with all levels of management; and
- (4) Advise top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

REPUBLIC BANK

www.republicbank.com

Member FDIC

AFFIRMATIVE ACTION PROGRAM FOR PEOPLE WITH DISABILITIES

Republic Bank
Company

Corporate
Establishment

601 West Market Street
Street Address

Louisville, KY 40202
City and State

Inclusive Dates of the AAP: **January 1, 2013 to December 31, 2013**

Program Completed by: **Susan Stuckey, VP Employment Manager**

Telephone Number: **502-420-1805**

TABLE OF CONTENTS

Definitions *41 CFR 60-741.2*

Medical Examinations and Inquiries *41 CFR 60-741.23*

Availability of the AAP *41 CFR 60-741.40-41*

Affirmative Action Policy, Practices & Procedures *41 CFR 60-741.44*

 Equal Employment Opportunity Policy

 Review of Personnel Processes

 Physical and Mental Qualifications

 Reasonable Accommodation

 Harassment and Intimidation

 Outreach, Positive Recruitment, and External Dissemination of Policy

 Internal Dissemination of Policy

 Audit and Reporting

 Responsibility for Implementation

 Training

Complaint Procedures *41 CFR 60-741.61*

DEFINITIONS
41 CFR 60-741.2

For the purpose of implementing the affirmative action program, the following definitions apply:

"An individual with a disability" means any person who (i) has a physical or mental impairment which substantially limits one or more of such person's major life activities, (ii) has a record of such impairment or (iii) is regarded as having such an impairment. (41 CFR 60-741.3 lists exceptions: individuals currently engaging in the illegal use of drugs; alcoholics whose current use of alcohol prevents such individual from performing the essential functions of the job; or those with a contagious disease which would constitute a direct health threat. The term impairment as defined in this part does not include homosexuality, bisexuality, transvestitism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments, or other sexual behavior disorders; compulsive gambling, kleptomania, or pyromania; or psychoactive substance use disorders resulting from current illegal use of drugs.)

"Physical or mental impairment" means (1) any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, musculoskeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin, and endocrine; or (2) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

"Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. For the purpose of Section 503 of the Act, primary attention is given to those life activities that affect employability.

An individual is "substantially limited" if he or she is unable to perform a major life activity that the average person in the general population can perform or is significantly restricted as to the condition, manner or duration under which he or she can perform a major life activity as compared to the average person in the general population. The following factors should be considered: (1) nature and severity of the impairment, (2) duration or expected duration of the impairment, and (3) the permanent or long term impact or expected permanent or long term impact of or resulting from the impairment.

With respect to the major life activity of working, the term "substantially limits" means significantly restricted in the ability to perform either a class of jobs or a broad range of jobs in various classes as compared to the average person having comparable training, skills, and abilities. The inability to perform a single, particular job does not constitute a substantial limitation in the major life activity of working. Other considerations are the geographic area to which the individual has reasonable access and the class of jobs and/or the broad range of jobs in various classes from which the individual is also disqualified because of the impairment.

"Has a record of such an impairment," means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities. It is included because the attitude of employers, supervisors, and coworkers may result in an individual experiencing difficulty in securing, retaining, or advancing in employment.

"Is regarded as having such an impairment" means (1) has a physical or mental impairment that does not substantially limit major life activities but is treated by the contractor as constituting such limitation; (2) has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or (3) has none of the impairments described above but is treated by the contractor as having a substantially limiting impairment.

"Qualified individual with a disability" means a disabled individual who satisfies the requisite skill, experience, education and other job-related requirements of the position, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Essential functions" are fundamental job duties of the position. Reasons a job function may be considered essential include but are not limited to (1) the reason the position exists is to perform that function, (2) there are a limited number of employees available among whom the performance of that job function can be distributed, and/or (3) the function is so highly specialized that the incumbent in the position is hired for his or her expertise or ability to perform that particular function.

"Reasonable accommodation" means: (1) modifications to a job application process that enable a qualified applicant with a disability to be considered for the position such applicant desires; (2) modifications to the work environment or to the manner or circumstances under which the position is customarily performed that enable a qualified individual with a disability to perform the essential functions of that position; or (3) modifications that enable the employee with a disability to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees without disabilities.

MEDICAL EXAMINATIONS AND INQUIRIES

41 CFR 60-741.23

As part of its employment process, this company may make inquiries into the ability of an applicant to perform job-related functions, and/or may ask an applicant to describe or demonstrate how, with or without reasonable accommodation, the applicant will be able to perform job-related functions.

Employment entrance examinations are not given unless all entering employees in the same job category are subjected to such an examination regardless of disability.

Job-related medical exams may be required of employees if they are consistent with business necessity. Inquiries may be made into the ability of employees to perform job-related functions.

If the results of such examinations are used to screen out applicants or disabled employees, it will be demonstrated that the exclusionary criteria are job-related and consistent with business necessity, and that performance of the essential job functions cannot be accomplished with reasonable accommodations as required in this part.

Information obtained regarding the medical condition or history of any applicant or employee shall be collected and maintained on separate forms and in separate medical files and treated as a confidential medical record, except that:

A manager or supervisor is to be informed regarding any restrictions on the work or duties of the applicant or employee and necessary accommodations;

Safety and health personnel are to be informed when appropriate, if the disability might require emergency treatment; and,

Authorized government officials engaged in enforcing the laws administered by the OFCCP, or enforcing the Americans with Disabilities Act shall be provided relevant information on request.

Information obtained regarding the medical condition or history of any applicant or employee shall not be used for any purpose inconsistent with this section.

AVAILABILITY OF THE AFFIRMATIVE ACTION
PROGRAM
41 CFR 60-741.40, 60-741.41

This written affirmative action program is designed solely for individuals with disabilities.

This affirmative action program will be reviewed and updated annually. Any significant changes in the program, including employees' benefits or rights, will be communicated to employees.

All employees have been informed through posting on bulletin boards of the affirmative action policy toward individuals with disabilities.

Employees who believe themselves covered by the Rehabilitation Act have been informed that they can identify themselves at any time and ask to be included in the program.

The company will also attempt to identify employees who are covered by the Act through normal employment procedures. The company reserves the right to challenge an applicant's or employee's statement that he or she is disabled. In such case, the individual may be required to provide medical documentation of the disability or to undergo a physical examination. The company will arrange for the physical and will pay for the examination.

This facility's affirmative action program will be available for inspection by any employee or applicant upon request during regular business hours.

AFFIRMATIVE ACTION POLICY, PRACTICES AND PROCEDURES

41 CFR 60-741.44

A. EQUAL EMPLOYMENT OPPORTUNITY POLICY

41 CFR 60-741.44(a)

No employee or applicant for employment will be discriminated against because of a physical or mental disability in any position for which the employee or applicant for employment is qualified and is able to perform. Affirmative action will be taken to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as: hiring, recruitment, advertising, employment, upgrading, demotion or transfer, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship, benefits, business travel, educational opportunities, recreational activities, use of company facilities, or any conditions or privileges of employment.

B. REVIEW OF PERSONNEL PROCESSES

41 CFR 60-741.44(b)

The company ensures that its personnel processes do not stereotype disabled individuals in a manner that limits their access to all jobs for which they are qualified. The company also periodically reviews its personnel processes to determine whether its programs provide the required affirmative action for employment and advancement of qualified disabled individuals. Based upon the findings of such reviews, appropriate action and programs are implemented.

C. PHYSICAL AND MENTAL QUALIFICATIONS

41 CFR 60-741.44(c)

This facility will review all job descriptions to ensure that any job qualification requirements that tend to screen out qualified disabled individuals are job-related and are consistent with business necessity and the safe performance of the job.

D. REASONABLE ACCOMMODATION

41 CFR 60-741.44(d)

Every reasonable attempt will be made to accommodate the physical and mental limitations of a disabled employee or applicant. Consideration will be given to modification of existing physical facilities, machinery, and job duties, and in supplying physical aids as may be required and deemed financially reasonable. In the construction of new facilities, or the redesigning of facilities within existing buildings, barrier-free architectural designs will be considered. In determining the extent of accommodations, business necessity and financial cost will be considered among other factors.

E. HARASSMENT AND INTIMIDATION

41 CFR 60-741.44(e) and 41 CFR 60-741.69

The company has developed a policy and implemented procedures to provide a discrimination and harassment-free workplace and to ensure that its applicants and employees, including those with disabilities, are not harassed because of their disability status.

No individual shall be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities:

- (1) Filing a complaint;
- (2) Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of Section 503 of the Rehabilitation Act of 1973, as amended or any other Federal, State, or local law requiring equal opportunity for disabled persons;
- (3) Opposing any act or practice made unlawful by section 503 or its implementing regulations in this part or any other Federal, State or local law requiring equal opportunity for disabled persons; or
- (4) Exercising any other right protected by section 503 or its implementing regulations in this part.

F. OUTREACH, POSITIVE RECRUITMENT, AND EXTERNAL DISSEMINATION OF POLICY

41 CFR 60-741.44(f)

This company has undertaken appropriate outreach and positive recruitment activities to ensure affirmative action for its disability program.

Recruiting and employment sources, including the state employment security agencies and state vocational rehabilitation agencies, as well as other organizations serving disabled individuals, have been informed of the company's policy regarding hiring individuals with disabilities. Also, as part of recruiting activities, recruiters maintain contact with various educational and training institutions dealing with the disabled. The company also maintains contact with appropriate social service organizations, vocational rehabilitation agencies or facilities, for such purposes as advice, technical assistance and referral of potential employees.

The company's recruitment advertising contains a statement that it is an Equal Employment Opportunity employer and, by reference, this includes individuals with disabilities.

G. INTERNAL DISSEMINATION OF POLICY

41 CFR 60-741.44(g)

The company's policy on employment of disabled individuals is periodically reviewed and disseminated.

The corporate policy statement is posted on bulletin boards along with the required government posters. The facility's policy statement includes information on complaint procedures for disabled individuals and also a statement that employees and applicants are protected from coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under the Rehabilitation Act.

The EEO policy is stated at employee orientation meetings and reviewed during management training programs.

Management personnel have been informed that they are expected to periodically review their compliance with personnel policies and practices to ensure that equal employment opportunity is being actively implemented and that no employee or applicant for employment suffers any form of discrimination because of a physical or mental disability.

Where available, company publications will periodically reiterate our EEO policy statement and include pictures of or news items regarding disabled employees.

Where appropriate, bargaining groups representing employees have been notified that the company is bound by the terms of Section 503 of the Rehabilitation Act and is committed to take affirmative action to employ and advance in employment qualified physically and mentally disabled individuals. The non-discrimination clause is included in the contract.

H. AUDIT AND REPORTING

41 CFR 60-741.44(h)

This company has an auditing system which measures the effectiveness of our program and the degree to which our objectives have been met; indicates the need for any remedial action; and, determines whether individuals with known disabilities have had the opportunity to participate in all company sponsored educational, training, recreational and social activities.

I. RESPONSIBILITY FOR IMPLEMENTATION

41 CFR 60-741.44(i)

With the support of senior management, the company's EEO coordinator has overall primary responsibility for implementation of the company's EEO policy and affirmative action program. All employees are responsible to cooperate with this person and act in accordance with the prescribed policies and procedures. All members of management share the responsibility and are familiar with the policy, fully support it, and apply these principles in good faith.

J. TRAINING

41 CFR 60-741.44(j)

All personnel involved in the recruitment, screening, selection, promotion, disciplinary and related processes have been carefully selected and trained to ensure elimination of bias in all personnel actions. The total selection process has been reviewed to ensure freedom from stereotyping disabled persons in a manner that might limit their access to all jobs for which they are qualified.

COMPLAINT PROCEDURES

41 CFR 60-741.61

Any disabled employee or applicant for employment may personally, or by an authorized representative, file a written complaint alleging a violation of the Act or the regulations in this part. The complaint may allege individual or class-wide violation(s). Such complaints must be filed no later than 300 days from the date of the alleged violation unless the time for filing is extended by the OFCCP for good cause shown.

Complaints may be submitted to the OFCCP, 200 Constitution Avenue, NW, Washington, DC 20210, or to any OFCCP regional, district or area office.

Internal procedures have been established at this facility to investigate complaints of alleged discrimination from disabled applicants or employees prior to filing with the OFCCP. When a complaint is known, an investigation will be conducted. At the completion of the investigation, if the complaint is valid, efforts will be made to correct the problem and reasonable accommodations made if needed. If, at the end of the investigation, the complaint is found not to be valid, the complainant will be so informed and also advised of his rights to file a complaint with the OFCCP. The complaints and related actions are kept confidential as much as practicable.

If a disabled individual files a complaint with the OFCCP alleging noncompliance with the requirements of the Act, the company will cooperate with the OFCCP in its investigation of the complaint, and provide necessary pertinent information regarding its employment practices with respect to individuals with disabilities.

Information concerning complaint procedures is available to all employees.

Complaints must be signed by complainants or authorized representatives and must contain the following information:

- i. Name and address (including telephone number) of the complainant;
- ii. Name and address of the contractor who committed the alleged violation;
- iii. The facts showing that the individual is disabled or has a history of disability or was regarded by the contractor as having a disability;
- iv. A description of the act or acts considered to be a violation, including the pertinent dates (in the case of an alleged continuing violation, the earliest and most recent date that the alleged violation occurred should be stated); and
- v. Other pertinent information available which will assist in the investigation and resolution of the complaint, including the name of any known federal agency with which the employer has contracted.

A complaint filed by an authorized representative need not identify by name the person on whose behalf it is filed. The person filing the complaint, however, shall provide the OFCCP with the name, address and telephone number of the person on whose behalf it is made, and the other information specified above. The OFCCP shall verify the authorization of such a complaint by the person on whose behalf the complaint is made. Any such person may request that the OFCCP keep his or her

identity confidential, and the OFCCP will protect the individual's confidentiality wherever that is possible given the facts and circumstances in the complaint.

Where a complaint contains incomplete information, OFCCP shall seek the needed information from the complainant. If the information is not furnished to OFCCP within 60 days of the date of such request, the case may be closed.

The Department of Labor shall institute a prompt investigation.

REPUBLIC BANK

www.republicbank.com

Member FDIC

AFFIRMATIVE ACTION PROGRAM FOR VETERANS

Republic Bank
Company

Corporate
Establishment

601 West Market Street
Street Address

Louisville, KY 40202
City and State

Inclusive Dates of the AAP: January 1, 2013 to December 31, 2013

Program Completed by: Susan Stuckey, VP Employment Manager

Telephone Number: 502-420-1805

TABLE OF CONTENTS

Veteran Codes and Definitions *41 CFR 60-300.2*

Medical Examinations and Inquiries *41 CFR 60-300.23*

Availability of the AAP *41 CFR 60-300.40, 60-300.41*

Affirmative Action Policy, Practices & Procedures *41 CFR 60-300.43-44*

 Equal Employment Opportunity

 Review of Personnel Processes

 Physical and Mental Qualifications

 Reasonable Accommodation

 Harassment and Intimidation.....

 Outreach, Positive Recruitment, and External Dissemination of Policy

 Internal Dissemination of Policy

 Audit and Reporting

 Responsibility for Implementation

 Training

Complaint Procedures *41 CFR 60-300.61*.

VETERAN CODES AND DEFINITIONS

41 CFR 60-300.2

For the purpose of implementing the company's affirmative action program for veterans, the following definitions are being used:

"Disabled Veteran" means a veteran of the U.S. military, ground, naval, or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, OR a person who was discharged or released from active duty because of a service-connected disability.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment position with or without reasonable accommodation.

"Other Protected Veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Armed Forces Service Medal Veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Recently Separated Veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty from the U.S. military, ground, naval, or air service.

VETERAN CODES

- 1 - Disabled Veteran
- 2 - Other Protected Veteran
- 3 - Armed Forces Service Medal Veteran
- 4 - Recently Separated Veteran

**AVAILABILITY OF THE AFFIRMATIVE ACTION
PROGRAM**

41 CFR 60-300.40, 60-300.41

This facility has developed a written affirmative action program designed solely for veterans covered by the Act.

This facility will review and update its veterans affirmative action programs annually. Any significant changes in the program, including employees' benefits or rights, will be communicated to employees.

This facility's affirmative action program for veterans will be available for inspection by any employee or applicant upon request during regular business hours.

All employees of this facility have been informed through posting on bulletin boards of the company's affirmative action policy toward veterans. Employees who believe themselves covered by the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (38 U.S.C. 4212, or VEVRAA) have been informed that they can identify themselves at any time and ask to be included in the program. The company will also attempt to identify employees who are covered by the Act through normal employment procedures. The company reserves the right to challenge an applicant or employee's statement that he or she is covered by the Act. In such case, the individual may be required to provide documentation of their eligibility under the Act.

AFFIRMATIVE ACTION POLICY, PRACTICES AND PROCEDURES

41 CFR 60-300.43-44

A. EQUAL EMPLOYMENT OPPORTUNITY POLICY

41 CFR 60-300.44 (a)

No employee or applicant for employment will be discriminated against because of status as a covered veteran in any position for which the employee or applicant for employment is qualified and is able to perform. Affirmative action will be taken to employ, advance in employment and otherwise treat covered veterans without discrimination in all employment practices such as: hiring, recruitment, advertising, employment, upgrading, demotion or transfer, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship, benefits, business travel, educational opportunities, recreational activities, use of company facilities, or any conditions or privileges of employment.

B. REVIEW OF PERSONNEL PROCESSES

41 CFR 60-300.44 (b)

Employment practices are reviewed periodically to determine whether its programs provide the required affirmative action for employment and advancement of qualified covered veterans. Based upon the findings of such reviews, appropriate action and programs are implemented.

Employment records are maintained to determine the availability of promotable and transferable qualified covered veterans presently employed and to determine whether their present and potential skills are being fully utilized or developed.

If there are job openings, covered veterans are processed through the regular employment procedures.

C. PHYSICAL AND MENTAL QUALIFICATIONS

41 CFR 60-300.44 (c)

This facility will periodically review all physical and mental job qualification standards to ensure that, to the extent that such standards tend to screen out qualified disabled veterans, they are job-related for the position in question and are consistent with business necessity.

D. REASONABLE ACCOMMODATION

41 CFR 60-300.44 (d)

Every reasonable attempt will be made to accommodate the physical and mental limitations of a disabled veteran or applicant. Consideration will be given to modification of existing physical facilities, machinery, and job duties, and in supplying physical aids as may be required and deemed financially reasonable. In the construction of new facilities, or the redesigning of facilities within existing buildings, barrier-free architectural designs will be considered. In determining the extent of accommodations, business necessity, and financial cost, will be considered among other factors.

E. HARASSMENT AND INTIMIDATION
41 CFR 60-300.44 (e) and 41 CFR 60-300.69

The company has developed a policy and implemented procedures to provide a discrimination and harassment-free workplace and to ensure that its applicants and employees, including veterans, are not harassed because of their veteran status.

No individual shall be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any of the following activities:

- (1) Filing a complaint;
- (2) Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) or any other Federal, state, or local law requiring equal opportunity for covered veterans;
- (3) Opposing any act or practice made unlawful by VEVRAA or its implementing regulations in this part or any other Federal, state or local law requiring equal opportunity for covered veterans; or
- (4) Exercising any other right protected by VEVRAA or its implementing regulations in this part.

F. OUTREACH, POSITIVE RECRUITMENT, AND EXTERNAL DISSEMINATION OF POLICY
41 CFR 60-300.44 (f)

This facility has undertaken appropriate outreach and positive recruitment activities to ensure affirmative action for covered veterans.

Recruiting and employment sources, including the state employment security agencies and state vocational rehabilitation agencies, as well as other organizations serving disabled and other covered veterans, have been informed of the company's policy regarding hiring veterans. Also, as part of recruiting activities, recruiters maintain contact with various educational and training institutions dealing with veterans. The company also maintains contact with appropriate social service organizations, vocational rehabilitation agencies or facilities, for such purposes as advice, technical assistance and referral of potential employees.

The company's recruitment advertising contains a statement that it is an Equal Employment Opportunity employer and, by reference, this includes covered veterans.

G. INTERNAL DISSEMINATION OF POLICY
41 CFR 60-300.44 (g)

The company's policy on employment of disabled and other covered veterans will be reviewed and disseminated periodically.

Where available, company publications will periodically reiterate our EEO policy statement. Management members are aware of the company's EEO policy. Management personnel have been informed that they are expected to periodically review their compliance with personnel policies and practices to ensure that equal employment opportunity is being actively implemented and that no

employee or applicant for employment suffers any form of discrimination because of being a disabled or other covered veteran.

The EEO policy is stated at employee orientation meetings and reviewed during management training programs when conducted.

The corporate policy statement is posted on bulletin boards along with the required government poster. The facility's policy statement includes information on complaint procedures for disabled and other covered veterans and also a statement that employees and applicants are protected from coercion, intimidation, interference or discrimination for filing a complaint or assisting in an investigation under the Rehabilitation Act.

Veterans will be included in employee and company publications where employees are featured.

H. AUDIT AND REPORTING SYSTEM

41 CFR 60-300.44 (h)

This company has an auditing system which measures the effectiveness of our program and the degree to which our objectives have been met; indicates the need for any remedial action; and, determines whether disabled or other covered veterans have had the opportunity to participate in all company sponsored educational, training, recreational and social activities.

I. RESPONSIBILITY FOR IMPLEMENTATION

41 CFR 60-300.44 (i)

With the support of senior management, the company's EEO coordinator has overall primary responsibility for implementation of the company's EEO policy and affirmative action program. All employees are responsible to cooperate with this person and act in accordance with the prescribed policies and procedures. All members of management share the responsibility and are familiar with the policy, fully support it, and apply these principles in good faith.

J. TRAINING

41 CFR 60-300.44 (j)

All personnel involved in the recruitment, screening, selection, promotion, disciplinary and related processes have been carefully selected and trained to ensure elimination of bias in all personnel actions. The total selection process has been reviewed to ensure freedom from stereotyping disabled or other covered veterans in a manner that might limit their access to all jobs for which they are qualified.

COMPLAINT PROCEDURES
(41 CFR 60-300.61)

Any employee or applicant for employment may personally, or by an authorized representative, file a written complaint alleging a violation of the Act or the regulations in this part. The complaint may allege individual or class-wide violation(s). Such complaints must be filed no later than 300 days from the date of the alleged violation unless the time for filing is extended by OFCCP for good cause shown.

Complaints may be submitted to the OFCCP, 200 Constitution Avenue, NW, Washington, DC 20210, or to any OFCCP regional, district, or area office. Complaints may also be submitted to the Veterans' Employment and Training Service of the Department of Labor directly, or through the Local Veterans' Employment Representative (LVER) at the local employment service office. Such parties will assist veterans in preparing complaints, promptly refer such complaints to OFCCP, and maintain a record of all complaints which they receive and forward. OFCCP shall inform the party forwarding the complaint of the progress and results of its complaint investigation. The state workforce agency shall cooperate with the Deputy Assistant Secretary in the investigation of any complaint.

Internal procedures have been established at this facility to investigate complaints of alleged discrimination from covered veterans prior to filing with the OFCCP. When a complaint is known, an investigation will be conducted. At the completion of the investigation, if the complaint is valid, efforts will be made to correct the problem and reasonable accommodations made if needed. If, at the end of the investigation, the complaint is found not to be valid, the complainant will be so informed and also advised of his/her rights to file a complaint with the OFCCP. The complaints and related actions are kept confidential.

If a veteran files a complaint with the OFCCP alleging noncompliance with the requirements of the Act, the company will cooperate with the OFCCP in its investigation of the complaint, and provide necessary pertinent information regarding its employment practices with respect to veterans.

Information concerning complaint procedures is available to all employees.

Complaints must be signed by the complainant or his or her authorized representative and must contain the following information:

- i. Name and address (including telephone number) of the complainant;
- ii. Name and address of the contractor who committed the alleged violation;
- iii. Documentation showing that the individual is a disabled veteran, recently separated veteran, other protected veteran, or Armed Forces service medal veteran;
- iv. A description of the act or acts considered to be a violation, including the pertinent dates (in the case of an alleged continuing violation, the earliest and most recent date that the alleged violation occurred should be stated); and
- v. Other pertinent information available which will assist in the investigation and resolution of the complaint, including the name of any known Federal agency with which the employer has contracted.

A complaint filed by an authorized representative need not identify by name the person on whose behalf it is filed. The person filing the complaint, however, shall provide OFCCP with the name, address and telephone number of the person on whose behalf it is made, and the other information specified above. OFCCP shall verify the authorization of such a complaint by the person on whose behalf the complaint is made. Any such person may request that OFCCP keep his or her identity confidential, and OFCCP will protect the individual's confidentiality wherever that is possible given the facts and circumstance in the complaint.

Where a complaint contains incomplete information, OFCCP shall seek the needed information from the complainant. If the information is not furnished to OFCCP within 60 days of the date of such request, the case may be closed.

The Department of Labor shall institute a prompt investigation of each complaint.

LFUCG MBE/WBE PARTICIPATION FORM

Bid/RFP/Quote Reference #__24-2014 Retail Lockbox Banking Services for Occupational Taxes.

The MBE/WBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MBE/WBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Hurst Office Suppliers, Inc 257 W Short St Lexington, Ky 40507	Purchase of materials to print and bind proposal for RFP.	\$160.91	100%
2.			
3.			
4.			

The undersigned company representative submits the above list of MBE/WBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Republic Bank & Trust Company By Terrence B. McCain

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.


13. Assignment of Contract: The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature



Date

A. QUALIFICATIONS AND EXPERIENCE (All Proposers must respond to this section)

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.

Republic Bank was founded in 1977, and the corporate headquarters are based in Louisville, Kentucky. We have 43 locations in Kentucky, Indiana, Florida, and Tennessee. Republic Bank has five locations in Lexington. We have over \$3 billion in assets, which makes us the largest Kentucky based bank. For the last two years we were ranked the best performing bank in the nation by Bank Director Magazine. We employ over 700 employees. The company is publicly traded on NASDAQ under the symbol RBCAA. Executive officers and directors control 53% of the number of shares and 69% of the voting power.

2. Provide the address of the office location(s) that will service the LFUCG account,

**Republic Bank & Trust Company
651 Perimeter Drive, Suite 650
Lexington, Ky. 40517**

**Republic Bank Plaza
200 S 7th Street
Louisville, Ky. 40202**

3. Describe the experience of the financial institution in providing similar services for other governmental entities.

Republic Bank has experience working with government entities and providing services similar to LFUCG. Republic Bank was the primary relationship bank for The Louisville and Jefferson County Metro Government in Kentucky from 2004 until 2008. We have also processed the property tax payments for Fayette County since 2011.

B. PERSONNEL (All Proposers must respond to this section)

1. Provide the name, title, address, phone number, fax number and email address of the primary contact person(s) assigned to this account.

**Tamara B. McCain
Vice President Treasury Management
651 Perimeter Drive, Suite 650
Lexington, Ky. 40517
Office Phone 859-519-3346
Cell Phone 859-421-5100
tmccain@republicbank.com**

2. How many clients is the primary relationship manager responsible for?

Approximately 1000 clients with balances of \$70,000,000.00

3. Describe your firm's policy on changing the primary contact person on an account.

Should the primary contact person change, LFUCG would be notified immediately and introduced to their new primary account officer.

4. Name the individuals who will work with LFUCG on a day-to-day basis. Information should include:

- a. Biographical information
- b. Experience working with other governmental entities
- c. Proposed role with regard to the LFUCG's account
- d. Number of years of experience in this field
- e. Number of years with your firm

Bo Henry, Central Market President and a Centre graduate has been a banker in Lexington since 1996. He currently serves on the Commerce Lexington Board and is a volunteer coach at Eastern Little League. He has previously served on the Urban League of Lexington-Fayette County Board, HBAL, and Friends of McConnell Springs (Advisory Board Member). Bo has over 20 years of banking experience. He has over 12 years of management experience in Retail Banking, in both Branch Banking and Consumer Lending. He has over 14 years of experience in Commercial Banking, deposits and lending. Mr. Henry has been a Market President for the last 7 years and joined Republic Bank in 2007.

Tamara B McCain, VP of Treasury Management for Central Kentucky will be the primary relationship officer for LFUCG. Tamara started with Republic Bank in 2008, has over 10 years of Treasury Management experience, and has worked in banking in Lexington for 25 years. She is the primary relationship officer for the Fayette County Sheriff's Tax Collection accounts that utilize our Lockbox.

Karen McGee, VP of Treasury Management Operations has over 12 years of banking experience. She is the Manager of the Treasury Management client services department which provides daily back-up and support to Treasury Management Officers and Clients.

Michael Johnson, Lockbox Manager, has been with Republic Bank for 9 years. Michael has over 24 years in Lockbox Operations and Lockbox Management, including Government agencies.

5. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for LFUCG?
 - a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.

Republic Bank has a dedicated Treasury Management Operations Department that will handle all facets of the LFUCG relationship. This department is managed by Karen McGee, as referenced above. Tamara McCain, the relationship manager for LFUCG can be reached via email or cell phone for any issues that LFUCG employees may have.

- b. What are the hours of operation of each customer service unit involved in supporting the proposed services?

The hours of operation are from 8:00 a.m. EST – 5:30 p.m. EST. The relationship officer may be reached 24/7 via email and cell phone.

- c. If an error is discovered by LFUCG, how would you propose to resolve it (i.e. who should LFUCG contact first, etc.)?

Depending on the urgency of the situation both Treasury Management Operations and Tamara McCain should be notified. This can be done by phone or by email.

6. After the initial transition, how frequently will the relationship manager attend on-site meetings with LFUCG's management and staff?

As needed, and at a minimum quarterly by the relationship manager to make sure expectations are being met by the Bank.

7. IT Resources: Will the bank provide dedicated IT liaison(s) to work on set-up, file transfer, testing and troubleshooting / issue resolution. What hours is technical support available (specify time zones)?

Sandro Fajardo, our IT specialist within Treasury Management will be dedicated to LFUCG. Sandro's normal hours of operation are from 8:00 a.m. EST – 5:30 p.m. EST. The primary relationship officer should be contacted for any emergencies outside of these business hours.

8. Availability of Deposits
 - a. How does the bank determine and calculate availability of deposited items? Does the bank calculate availability by item or formula?

Please see the Funds Availability Policy located in the index. The Bank calculates by item.

- b. Does the bank give immediate availability for on-us items?

Yes.

- c. Provide a copy of the availability schedules the bank proposes to use for LFUCG. Is this the best schedule offered to any customer? If not, quantify the difference and explain how LFUCG may obtain the bank's best availability schedule. Describe the extra charge, if any, for obtaining the bank's best availability schedule.

The availability schedule for LFCUG is the best availability schedule offered by the Bank; therefore accommodations should not be necessary.

- d. Is there a different availability schedule for items deposited through a lockbox or by remote deposit capture? If so, please provide a copy of those availability schedules.

Items deposited through Lockbox or remote deposit capture use the same availability schedule.

- 9. Computer to Computer File Transfer
 - a. How are file transfers initiated? In what formats is the information available for retrieval?

Republic Bank offers secure FTP transmission to either push or pull the data. The file format will be a CSV format.

- b. Do the means to connect to the bank's systems vary by transaction type?

No.

- c. Is there an existing interface with PeopleSoft, or would a custom interface need to be developed?

It is the Banks understanding that PeopleSoft can be used by uploading a CSV or XLS spreadsheets which are two formats that are available at the Bank.

- d. How is connectivity initiated?

Connectivity is initiated through a secure FTP which is a password protected, encrypted connection leading to a specific IP address on LFUCG's site.

- e. What protocols (e.g., EDI, XML) are used to facilitate the interface?

The Bank is not aware of any additional protocols that are necessary to use the Secure FTP.

- f. Is there a charge for the interface?

There is no additional charge for this interface.

- g. Describe the process that your bank uses to verify all records have been received and processed.

The daily files from Lockbox will come at approximately the same time and to the same individuals at LFCUG each day. Should LFUCG not receive a file they would then contact the Bank.

10. Account Analysis Statements

- a. Please provide a sample analysis statement. How soon after month-end is the analysis statement available?

A sample analysis statement is provided within the index. Analysis Statements are available the 5th business day after month end.

- b. Can Association for Financial Professionals (“AFP”) Service Codes be included on the analysis statement?

The Bank does not currently offer this.

- c. Are account analysis statements available online? Can the account analysis data be sent electronically in Microsoft Excel?

Analysis statements are online and the data can be exported into PDF or Excel formats.

- d. Will the bank assess FDIC or FICO charges or other fee based on account balances to LFUCG? If so, what is the current charge for an entire year on a \$1,000,000 balance? Is this a pass-through charge? Is this charge assessed on ledger or collected balances? How is this charge computed?

Yes, the monthly fee is calculated by multiplying the average ledger Balance (000's) by \$0.085. The assessment for an entire year would be \$1020.00. This is a pass through charge.

C. RETAIL LOCKBOX SERVICES (LOCAL OCCUPATIONAL TAXES)

1. Describe the bank’s experience providing retail lockbox services to governmental entities. Describe any special services or capabilities that are relevant to the collection of self-reported employee withholdings.

Republic Lockbox currently processes Retail lockboxes utilizing Wausau “IntegraPay financial processing system. Payment processing starts with contents being extracted from envelopes. The check amounts are keyed into a processing system, documents are then matched back to the check and captured through OPEX 7200 sorters. The documents and check

information are captured, and a posting file is created. The file is placed on Republic Bank's FTP site for client's retrieval and posting. The check information is uploaded to our item processing check system for deposit into clients' checking accounts. LFUCG will be able to set the parameters for any discrepancies received in our Lockbox. As an example, if the payment is received without a check, those exception items can be imaged into a separate batch and reported online the same day so that LFCUG employees may start the collection process.

2. Describe the bank's Imaging and Data Capture and Transmission services for automated lockbox remittance processing. Describe your procedures for the capture and transmissions of remittance details such as account or bill number.

Imaging and data capture is done using OPEX sorters. File information is placed on Republic's FTP site, where the customer would log in and retrieve their posting file.

3. Where are your lockbox locations? Are all locations on the same technology platform? Where will LFUCG's lockbox items be processed?

Republic Bank has one lockbox processing site. This site is located at Republic Bank's Plaza, South 7th Street, Louisville, Ky. 40202. Our Disaster Recovery Program includes Lockbox functions recovered at Baseline Data Services in Plainfield, Indiana.

4. What was the average monthly volume for the lockbox operation that will process LFUCG's payments during the last twelve months (items, dollars, number of lockboxes and number of customers)?

Average monthly volume is approximately 190,000 items, \$120 million. We have 198 Lockboxes and 153 customers.

5. What is the ledger cut-off time for lockbox deposits (Include weekends and holidays)? What is the latest mail pickup to be included in the current day's deposit? Will you process and deposit all of LFUCG's payments on the same ledger day as received? If not, when are these items deposited?

The Lockbox processes payments in two shifts: third shift from 12:00 a.m.- 8:30 a.m EST. and first shift from 6:00 a.m. – 2:30 p.m EST. All items are processed the same day. Mail pick up times are 6:00 a.m. EST from the main post office, and 9:30 a.m. EST from the downtown Post Office.

6. Describe the lockbox department's processing workflow. Include a schematic or flow chart of the processing procedures.

Republic lockbox currently processes Retail lockboxes utilizing Wausau "IntegraPay" financial processing system. Payment processing starts with contents being extracted from envelopes. The check amounts are keyed into processing system, documents are then matched back to check and captured through OPEX 7200 sorters. The documents and check information is captured and images of checks and documents are placed

on web site for viewing. The check information is uploaded to our item processing check system for deposit into clients DDA accounts.

A schematic flow chart can be found in the index.

7. Do you have a unique five-digit code assigned exclusively for receipt of lockbox items?

Each client is assigned a unique P. O. Box number, which is associated with a unique zip code that has been assigned by the Post Office to Republic bank for high speed sorting.

8. Describe the methods to assure validity of data. Do you retain the actual check in the lockbox department until the data capture is completed?

The Bank maintains the physical checks on site for approximately two weeks before shredding. If LFCUG uses check and document imaging services which the bank offers, the documents are stored for 45 days and then are shredded using an on-site shredding company.

9. How are checks processed for collection (ACHs / IRDs)? Can checks be converted to ACH? If so, are there any advantages for this option (i.e. lower processing costs, decreased float).

The checks are processed as IRD's. The Bank does not convert the checks to ACH at this time.

10. In what standard file formats does the bank transmit information? How will this information be transmitted (website, file transfer, etc.)? What time will this information be available to upload to LFUCG's billing system for current day activity?

The standard file format used is .csv. The information is located on the Bank's website. Information is normally available each day by 2:00 p. m. EST.

11. Does the bank offer any technology that can help in identifying the customer account if a payment is received without a remittance document?

Not at this time.

12. Can you provide images of all checks and remittance documents? If so, in what formats (e.g., online, PC bank software, CD-ROM, DVD) and frequency options are available. How soon after the images are captured are they available for online viewing? How long are online images accessible?

Images of checks and remittance can be made available for up to 90 days viewing through Lockbox Online. Captured images are made available for viewing as soon as the lockbox processing procedures are completed for LFUCG. LFUCG employees will receive an email once the images are

available. For historical archiving, we suggest using our Lockbox Archive which will store all items for up to seven years.

13. If correspondence or other non-payment documents are included in payment envelopes, how will these documents be transmitted to LFUCG?

This is determined by LFUCG. Republic Bank offers 2 solutions: return non-payments to client, or scan correspondence and non-payments in a moneyless batch and make available for viewing on web site. The bank recommends offering these non-payment documents to LFUCG in a separate non-monetary batch for viewing through Lockbox Online.

14. For a given day's lockbox activity, at what time of day can you report the total amount that will be credited to LFUCG's account?

Deposit totals are available every day except for Mondays by 2:30 p.m. EST.

D. IMPLEMENTATION/CONVERSION *(All Proposers must respond to this section)*

1. Provide a detailed conversion plan for transitioning each of the proposed Service Groups to your financial institution.

The implementation schedule may be found in the index.

2. **The Bank will meet with LFUCG to determine the final specifications for the relationship. Once we have this information, we can begin the implementation process. We will prepare for the transition based on the schedule provided; however, we would expect to first meet with your team to walk through our schedule to determine if it is a proper fit or if we need to make changes. This schedule can be modified to meet your needs but is submitted as a typical implementation and conversion process.**

The Bank's lead time for implementation of services consistently exceeds our customers' expectations. Compared to industry standards, our Bank's implementation standards are better than our competitor's be a week or more for Lockbox. The Bank is dedicated to the successful implementation of LFUCG's banking services.

3. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will LFUCG's account be transitioned to the ongoing client service team?

The Bank assigns an implementation team made up of your Treasury Management Officer, the Treasury Management Product Specialist and Treasury Management Client Specialist. The Bank's IT department will be part of this team as well.

LFUCG will work closely with the Treasury Management officer who will ensure that the implementation moves forward in an efficient manner. Your Treasury Manager and the Treasury Management Product Specialist will provide agreements, technical assistance and user manuals. You and your staff will receive training to ensure that you understand thoroughly how to use all the systems and services provided.

4. Indicate the bank's plans for initial and ongoing education and training of LFUCG employees in the use of your firm's systems.

Treasury Management Product Specialists will be available to LFUCG during implementation and throughout the relationship for all your training needs.

E. NEW SERVICES & IDEAS (*All Proposers must respond to this section*)

1. Describe any new services or ideas that will enhance LFUCG's use of banking services.

Republic Bank is continuously researching the market to identify the technological advances in Treasury Management. We listen to our customer's requests, attend industry conferences and keep abreast of the changes through trade materials via the Treasury Management Association – Association for Financial Professionals, the Kentuckiana Treasury Management Association, Continuing Education and the American Banker's Association.

Republic Bank's focus is to understand your business needs and to identify ways to address these needs both today and throughout our relationship.

We would also welcome the key personnel of LFUCG to tour our Lockbox in Louisville to meet the team and understand fully how our Lockbox works. Our Lockbox is customizable to LFUCG's needs. LFUCG's personnel could make recommendations to enhance the processing of the Occupational taxes.

2. Please provide any additional information that your bank believes to be pertinent but not specifically requested elsewhere in the RFP.

Republic Bank would like to offer our four Lexington locations as drop off sites for businesses and any payments received at LFUCG. Our branches would then forward, via bank courier all payments received to our Lockbox for processing. Republic Bank currently offers such services for homeowners paying their property tax payments from September through January each year.

F. REFERENCES (All Proposers must respond to this section)

1. Provide at least five references (governmental references, if possible), including client name, contact person, address, phone number, services provided, and the length of time your bank has worked for the entity. Please note which entities the proposed relationship manager for LFUCG has worked with.

Fayette County Sheriff
Sheriff Kathy Witt
150 N Limestone Street Suite 265
Lexington, Ky. 40507
859-252-1771
Lockbox, Online Banking, Lockbox Online, Premium Account Research,
Secure FTP
Since 2011
Primary Officer: Tamara B. McCain

Dermatology Associates of Kentucky, PSC
Joy Hayes, Business Manager
250 Fountain Court
Lexington, Ky. 40509
859-263-4444
Online Banking, ACH, Wire Transfers
Since 2010
Primary Officer: Tamara B. McCain

The Lexington School
Scarlett Sipple, Business Manager
1050 Lane Allen Road
Lexington, Ky. 40504
859-278-0501
ACH, Online Banking, Merchant Services, Wires
Since 2009
Primary Officer: Tamara B. McCain

Kentucky Interactive, LLC
229 W Main Street Suite 400
Frankfort, Ky. 40601
502-875-3733
Online Banking, Lockbox
Since 2003
Primary Officer: Tamara B. McCain

Kentucky Health Cooperative, Inc.
Bob Bibelhauser, Controller
9700 Ormsby Station Road, Suite 100
Louisville, Ky. 40223
502-650-9319

Lockbox, ACH , Business online Banking, Secure FTP, Positive Pay
Primary Officer: Kanda Graas

2. Please include one reference for a new client that implemented your services in the past 12 months.

The Episcopal Church in the Diocese of Lexington, Inc.
Angie Smith, Controller
203 E Fourth Street
Lexington, Ky. 40508
859-252-6527

3. How many institutional clients has the proposed relationship manager gained or lost over the last three years?

Fifty seven gained, three lost in the last three years.

G. SAMPLE CONTRACT *(All Proposers must respond to this section)*

1. Provide a sample of the proposed contract for your bank's services. Please also provide copies of all other documents that need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.

A Lockbox sample contract is provided within the index.

2. It is LFUCG's intent to incorporate the Request for Proposal and your firm's proposal response as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with LFUCG and explain why. It is not acceptable to exclude the entire proposal.

There are no sections of this proposal that the Bank would not be able to incorporate into a contract with LFUCG.

H. PRICING AND ACCOUNT ANALYSIS
(All Proposers must respond to this section)

It is LFUCG's intent to award the contract(s) for an initial 2-year period with the option to renew it for 3, one-year periods for a possible total contract term of 5 years. Proposers must agree to fix contract fees for the first two years and *may agree to fix contract fees for the full five years.* If the vendor intends to revise its fee

schedule after the initial 2 year period, it must give written notice to LFUCG 90 days in advance of any fee change. Fees may be changed only on the contract anniversary date. These fees are subject to negotiation and approval by LFUCG and may not exceed the annual consumer price index-urban (CPI-U) for the most recently available 12 month trailing period.

1. For how long will the bank guarantee the proposed fees for this Service Group? Please complete the following table:

Service	Fee Guaranteed For How Many Years?
Lockbox Services (Retail)	Two Years

2. Can fees be billed to LFUCG rather than debited directly from LFUCG's accounts? What is the due date for the fees? What is the process for paying the fees?

Account analysis fees cannot be billed. They will be debited from the depository account approximately the 10th business day of the following month.

3. Provide a complete fee schedule for all of the services described in your financial institution's proposal using Association of Finance Professionals (AFP) Service Codes.

Contained within the index.

4. Fees related to all services described in the proposal must be listed – even if the service is not shown on the schedule. Also, include any one-time or set-up charges, research fees, minimum fees and all other fees that will be charged. Include any incentives or price breaks offered based on volume, timeliness of payment, rebates or other measures.

The Bank will not charge LFUCG for set up or research fees.

5. Are you willing to offer any transition or retention incentives?

The incentives will come in the form of not charging any set up fees. IT services and testing that may normally be imposed to clients will not be assessed to LFUCG.

I. Other Considerations

1. *Selection Process*

ACCOUNT ANALYSIS

Lexington Fayette Urban County Government - Occupational Taxes

Company Name:	LFUCG
Address:	
City, State, Zip:	
Month:	
# of Days in Month:	31
Earnings Credit Rate: (Capped)	0.25%

Average Ledger Balance:	(\$)	\$0.00
Average Collected Balance:	(\$)	\$0.00
Balance Available For Service:	(=)	\$250,000.00
Balance Required For Service:	(=)	\$8,029,215.05
Balance Excess / (Deficit):	(=)	(\$7,779,215.05)
Earnings Credit (Monthly):	(=)	\$47.77
Service (Charge):	(=)	(\$1,509.08)

* Balance Required for Service Charges Includes the 10% Reserve Requirement

Service Description	Unit Price	Volume	Service Charge	Balance Required For Service
Monthly Maintenance Fee	\$16.00	1	\$16.00	\$83,727.60
Checks Paid/Debits Fees	\$0.20	0	\$0.00	\$0.00
Deposits/Credits Fees	\$0.55	19	\$10.45	\$54,684.59
Deposited Items Fees	\$0.14	3808	\$533.12	\$2,789,803.58
Credit Memo	\$0.12	0	\$0.00	\$0.00
Returned Deposited Items Fees	\$10.00	1	\$10.00	\$52,329.75
Negative Collected Interest	Prime + 3%			
Incoming Wire Transfers Fees	\$20.00	1	\$20.00	\$104,659.50
Outgoing Wire Transfers Fees	\$20.00	1	\$20.00	\$104,659.50
International Wire Transfers Fees	\$50.00	0	\$0.00	\$0.00
Investment Sweep Account	\$90.00	1	\$90.00	\$470,967.74
ZBA Sweep Account	\$17.00	0	\$0.00	\$0.00
Premium Bank Research 1-2	\$22.50	0	\$0.00	\$0.00
Lockbox Monthly Maintenance	\$125.00	1	\$125.00	\$654,121.86
Retail Transmission	\$45.00	1	\$45.00	\$235,483.87
Retail Per Item	\$0.13	3808	\$495.04	\$2,590,531.90
Retail Partial Payments per Item	\$0.13	152	\$19.76	\$103,403.58
Retail Multiple Items	\$0.13	114	\$14.82	\$77,552.69
Non-Processable/Item of Correspondence	\$0.22	228	\$50.16	\$262,486.02
Lockbox Online Archive	\$22.50	1	\$22.50	
Lockbox Online - 90 days	Free	0	\$0.00	\$0.00
EOB Return - Paper	\$0.69	0	\$0.00	\$0.00
ACH debits	\$0.15	0	\$0.00	\$0.00
ACH credits	\$0.15	0	\$0.00	\$0.00
Ach Block Filter	\$10.00	0	\$0.00	\$0.00
Overhead Assessment	0.085	1000	\$85.00	\$444,802.87
Two Signature Verification	\$ 45.00	0	\$0.00	\$0.00
			\$1,556.85	\$8,029,215.05

REPUBLIC BANK & TRUST COMPANY

FUNDS AVAILABILITY POLICY & ACCOUNT RULES

FUNDS AVAILABILITY POLICY

It is the policy of Republic Bank & Trust Company (“Republic” or “Bank”) to provide the most reasonable availability of funds for deposited items.

Availability of Deposits

We make your funds available in accordance with Federal regulatory requirements and our check-clearing schedule. Generally, this allows checks to be available on the first business day after the banking day of deposit. If your check is cleared through electronic presentment, those funds may be available sooner. Electronic deposits are available on the effective date of the deposit. Once funds are available, you can withdraw the funds in cash or electronically and we will apply your available funds on deposit to pay checks or other items you have authorized.

For determining the availability of your deposits, each day except Saturday, Sunday, and federal holidays is considered a business day. We consider your item deposited when it is received before the local cut-off time for your banking center on a business day. If we receive your deposited item after the local cut-off time or on a day that is not a business day, it will be considered to be received on the next business day. The local cut-off time is posted at each banking center.

In some instances, a merchant may convert your paper check into a “remotely created check” and present it for payment on your account. Remotely created checks are considered electronic funds transfers and may clear your account quicker than regular paper checks. The merchant must inform you of this conversion and you must authorize the conversion before it is complete. As required by Federal regulations, the presenter, transferor, and/or depository bank of remotely created checks will warrant that you have authorized the issuance of the remotely created check to any transferee, paying bank, or subsequent bank. For further information about electronic transactions, please consult the Electronic Funds Transfer Disclosure provided to you at account opening or available at www.republicbank.com.

ATM Deposits

If you make a deposit at a Republic Automated Teller Machine (ATM), you can withdraw the first \$200 of all aggregate deposits on the next business day after the day of your deposit. Deposits of cash or checks drawn on a Republic account at a Republic ATM may be withdrawn on the next business day. Any other deposited item at a Republic ATM will be available for withdrawal on the second business day after the day of the deposit. Any deposit made at an ATM after the posted ATM cut-off time or on a Saturday, Sunday or federal holiday will be considered to be made on the next business day.

Next Day Availability

Some deposited items are available on the first business day after the day of your deposit, including:

- U.S. government checks that are payable to you
- Wire transfers or other electronic payments
- Checks drawn on Republic

If you make the deposit in person to a Republic employee, funds from the following deposits are also available on the first business day after the banking day of your deposit:

- Cash
- State and local government checks that are payable to you and are deposited using a special deposit slip available at any banking center. The state or local government entity must also be located in the same state as Republic.
- Cashier's and certified checks that are payable to you and deposited using a special deposit slip available at any banking center.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. postal money orders payable to you.

If your deposit is not made in person to one of our employees (e.g. if it is mailed to the Bank), funds from those deposits will generally be available on the second business day after the day we receive your deposit.

When a Longer Delay May Apply

On a case-by-case basis, we may not make deposited funds drawn on another depository institution available for withdrawal on the next business day. However, the first \$200 of your aggregate deposits will be available on the first business day after the day of your deposit. If we do not make all of your funds available to you on the next business day after the day of your deposit, we will notify you of the case-by-case hold at the time that 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, we will mail you the notice by the next business day after we receive your deposit.

Your deposited funds may not be made available for an additional number of days in certain instances, such as:

- We believe the deposited check is uncollectible;
- You make deposits in any one day that exceed \$5,000;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your account on six or business days in the preceding six months or your account was overdrawn by \$5,000 or more on two or more business days during the preceding six months; or

- Certain emergency conditions preventing the availability of normal banking services.

If we delay the availability of your funds for any of the above reasons, we will notify you and will tell you when the funds will be available. In certain instances, we may not know when your funds will be available until after you have left the banking center. If that is the case, we will mail you a notice by the next business following your deposit. Generally, in these instances, funds will be available no later than the seventh business day after the day of your deposit. Extended holds of this nature are referred to as exception holds.

Special Rules for New Accounts

If you or any joint owner on your account has not had a previous deposit relationship with us, for the first thirty (30) days after establishing a deposit account relationship, you may be subject to a new account exception hold. For new accounts, we may hold the entire balance of any deposits that you make into your account.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Deposits consisting of cash; wire transfers; U.S., state and local government checks; cashier's check; certified checks; U.S. postal money orders; traveler's checks and checks drawn on a Republic account will generally be available on the next business day after the day of your deposit. These items must be made payable to you and may require a special deposit slip.

For all other checks deposited into a new account, funds will be available on the eleventh business day after the day of your deposit.

Exceptions

Republic may make exceptions to this policy to the extent permitted by law. Additional specialized rules may apply for cash withdrawals, deposits at non-proprietary ATMs, and deposits made outside the continental United States. If you have any additional questions, please contact a Republic associate.

ACCOUNT RULES

Payment of Checks & Withdrawals

We will honor all properly payable checks drawn on your account if there are sufficient funds in your account for their payment. We are not obligated to pay any check drawn on your account for which there are insufficient collected funds on deposit. We reserve the right and you grant us the right to charge a fee to non-customers on presentment of a check for immediate payment. You may only use checks furnished or pre-approved by us. We may pay any check regardless of whether or not it contains a restrictive legend and regardless of the date written on the check or even if it is not dated. However, we reserve the right to not pay any check that is more than six months old. We may require

you to furnish satisfactory identification before you withdraw money from your account. You are liable for the improper use of, or failure to control, your facsimile signature stamp. We are not obligated to verify and shall be held harmless for paying any dual signature checks that do not have two signatures.

Stopping Payment

You may request a Stop Payment on an unpaid check or item, including certain electronic items (ACH). You must allow us sufficient time (a minimum of one business day for a check or three business days for a scheduled electronic (ACH) payment) to implement the Stop Payment. You may notify us by telephone, in person, via Internet Banking, or in writing. However an oral Stop Payment is only valid for only fourteen days unless you give us written confirmation of your request. All required information for a Stop Payment must be complete and correct in order for your request to be implemented. You must provide us with your name, account number, date the item was issued or the transaction date, the amount, the Payee and the check number if available or applicable. Written Stop Payment requests are valid for (a) six months or (b) until the Bank receives notice to revoke the Stop Payment whichever occurs first. **A Stop Payment request for a schedule electronic (ACH) payment is effective one time only and will not prevents future electronic payments from your account.** Recurring electronic payments must be cancelled by you directly with the originator of the electronic payment transactions. You may renew a Stop Payment request for an additional six months at the time the initial six-month period is set to expire by completing a new Stop Payment request.

A Stop Payment fee will be assessed each time a Stop Payment request is processed or renewed as set forth in our Fee Schedule. You agree to hold us harmless and to indemnify us against any loss and/or costs, including reasonable attorney fees, resulting from non-payment of any item or transaction for which you have requested a Stop Payment. Please refer to our Internet Banking Stop Payment Terms and Conditions for information regarding stopping payment via the Internet.

Overdrafts

Pursuant to the Bank's Account Rules, you agree to pay us the amount of any overdraft and applicable fees immediately, without notice or demand from us. Each account holder for your account is jointly and severally responsible under these Rules for paying any amount due to us.

Right of Set-Off

At any time, we may apply funds in your account, including benefits payment deposits, to pay any debt due us except as prohibited by law. If your account is a joint account, we may apply any portion of the funds to pay the debt of any joint account holder. We will notify you promptly in writing if we take such action.

Security Interest

You hereby grant a security interest in your account (including without limitation any account held jointly by or by the entireties) to us and to each of our affiliates as collateral for any and all indebtedness owed by you to us or any of our affiliates, however or

whenever incurred or evidenced, except for indebtedness incurred by you for personal, family, or household purposes. This security interest is in addition to our right of setoff against your account.

Statements

Unless there has been no activity in your account, we will send you a periodic statement by mail or online if you have agreed to receive online statements. You agree to examine your statement and check images with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signature, alteration or other irregularity, you must promptly notify us of the relevant facts. You agree that the time you have to examine your statement and check images and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 calendar days from when the statement is first sent or made available to you. You agree that if you fail to notify us of any unauthorized signature, alteration or other irregularity in your account within 30 calendar days after the statement was first sent or made available to you, you cannot assert against us (1) any unauthorized signature, alteration or other irregularity if we will suffer a loss as a result of your failure to notify us within the 30-day period, or (2) any unauthorized signature, alteration or transaction by the same wrongdoer on any item paid or transaction completed after the 30-day period. You also agree that if you fail to notify us of any unauthorized signature, alteration or other irregularity within 60 calendar days after the statement was first sent or made available to you, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours, without regard to whether we used ordinary care. You also agree to notify us of any errors regarding electronic transaction within required regulatory timeframes as outlined in the Electronic Funds Transfer Disclosure provided to you at account opening and available at www.republicbank.com. For any claim made by you alleging an unauthorized signature, alteration or other wrongful transactions on your account, you agree to make timely claim against all applicable policies of insurance and, if we request, to file a police report and cooperate fully in any investigation of or prosecution related to the alleged wrongdoing as between you and us, your failure to do any such act will constitute your ratification of the alleged wrongdoing.

Federal Reserve Requirements

For certain categories of deposits, banks are required to maintain on deposit with the Federal Reserve Bank a portion of those deposits. From time to time, but no more than six (6) times per month, Republic will transfer funds from your transaction (checking) account to a non-transaction account. This is an internal procedure that has no effect on your monthly periodic statement, availability of funds, your FDIC insurance coverage, or any of the other terms disclosed herein.

Modification of Terms

We reserve the right to modify the terms and conditions herein, at any time, at our sole discretion, subject to any prior notice requirements as may be required by law.

Termination

Your account can be closed at any time for any reason by either you or the Bank. We may require your account to remain open until all outstanding items clear your account. We will close your account if you notify us that your checks have been lost or stolen. If your account is closed within twelve months of being opened, a closure fee may be assessed as outlined on your Truth-in-Savings Account Disclosure provided to you at account opening. If there is a collected balance when you close your account, we will notify you and send you a check at your last address of record. We will not notify you if there is no collected balance when you close your account.

Joint Account Rules

If your account is a joint account, all funds in it are owned jointly by each of the people named on the account. At any time, any one of you may withdraw the full amount on deposit. Each joint owner appoints any other owner as his/her attorney-in-fact with the power to endorse or deposit checks or other items which may be payable to one or more joint account owners. In some instances, we may reserve the right to require individual endorsements. Survivorship rights apply to any joint account, unless the Bank and all joint account owners have entered into a written agreement to the contrary.

Death of an Account Owner

If you or a joint owner of your account dies, we may require certain documentation necessary to certify that death or substantiate that a particular individual has been appointed officially as the administrator/executor of the applicable estate. The survivor(s) on a joint account must notify us of the other owner's death.

Fees

We may charge your account for services according to our Fee Schedule in effect at the time we perform the services. A copy of our Fee Schedule was provided to you at account opening and is available at any of our banking centers or at www.republicbank.com. You will be provided a copy of any fee changes at least thirty days before they take effect.

Electronic Transactions

If your account is authorized for electronic transactions, including telephone, fax, and internet transactions and you initiate the transaction via one of these means, we will rely on your verbal or electronic authorization to process the transaction.

Credit Bureau Reports

We reserve the right and you agree that we may request and review a credit bureau report at any time in connection with our ongoing review or collection of your account.

Reporting of Negative Credit Information

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Customer Identification Program Notice

In order to help the government fight the funding of terrorism, money laundering activities, and identity theft, the USA PATRIOT Act requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an account.

What that means to you is that when you open an account with Republic, we will ask for your name, street address, taxpayer identification number, date of birth, and other information that will allow us to identify you. We will also ask to see an unexpired, government-issued, photo ID or other similar document.

If you do not have the specific documentation requested, speak to a Republic associate regarding alternate forms of identification that may be acceptable.

-----< SERVICE CHARGE DETAIL >-----

SERVICES RENDERED IN PERIOD.....	VOLUME	UNIT PRICE	SERVICE CHARGE	BALANCE
General Services				
Account Maintenance	1	17.5000	17.50	
Investment Sweep Account	1	100.0000	100.00	
Overhead Assessment	47,349	.0850	4,024.67	
Depository Services				
Deposited Items	8,015	.1500	1,202.25	
Returned Deposited Items	24	12.0000	288.00	
Deposit Tickets/Credits Posted	27	.5500	14.85	
Credit Memo	4	.1200	0.48	
Checks Paid	65	.2000	13.00	
ACH Services				
ACH Monthly Maintenance	1	40.0000	40.00	
Debit Received	48	.1500	7.20	
Credit Received	39	.1500	5.85	
Lockbox Services				
Monthly Maintenance	1	125.0000	125.00	
Retail Transmission	1	50.0000	50.00	
Retail Item	5,740	.1500	861.00	
Item of Correspondence	690	.2500	172.50	
Paper Disbursement Services				
Lockbox CD-Rom Archive	1	25.0000	25.00	
			<hr/>	
Total Activity Charges.....			6,947.30	
Total Charges Listed Before Credit....			6,947.30	
Analyzed charge subtotal.....			6,947.30	

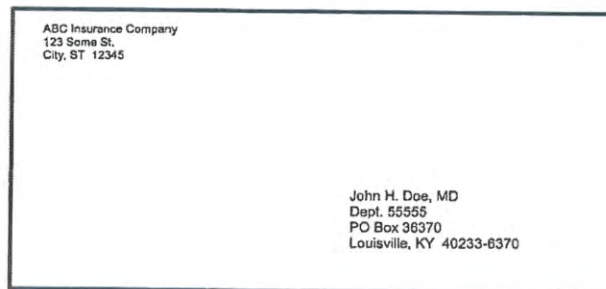
\$.00 in collected balance will offset \$1.00 of charges. This factor includes a provision for reserves.

Balance Performance History
*** LAST TWELVE MONTH HISTORY ***

MM/YY	Average Ledger Balance	Average Net Clctd Balance	NIF Bal Supprtnng Services	Earning Credit Rate	Earning Allwnce	Analyzed Charges	Ttl Fees Due This Statmnt
09/13	120,378	0	0	0.0000	0	744	0
10/13	42,678,839	1,030,448	927,403	0.0000	0	13,942	0
11/13	47,348,502	209,632	188,669	0.0000	0	6,947	0
YTD	30,049,240	413,360	372,024	0.0000	0	21,633	0
Lst12	30,049,240	413,360	372,024	0.0000	0	21,633	0

Retail Lockbox: What it is and How it Works!

- Your clients mail their payments to Republic Bank using a unique mailing address at the Gardiner Lane Post Office which offers 24 hour access. The mail is picked up multiple times daily.



**Sample
address**

- The mail is opened using high speed mail opener/extractors. The processing specialists will verify amounts only on each check to determine if checks match remittance stubs.



**Mail is being opened
using the Opex 51
Rapid Extraction Desk**

- The checks and remittance documents are captured on an NCR 7780 reader/sorter.

**Checks and
remittances are
being captured on
7780**



Amount entry is being done on a check that differs in amount from its remittance



- Checks are encoded with the dollar amount read from the remittance documents, or keyed if the checks happen to differ in amount from the remittance.
- Once all of the checks have been encoded, the system will automatically create a deposit for the amount of all the checks.
- Detail and summary reports are printed to be placed with the remittance documents which are sent to your office after the work is completed. The checks and deposit are sent to item processing for posting to your account and the checks are distributed to the payors' banks.
- Receivable file formatted to your system specifications can be transmitted or emailed to you for updating your accounts receivable systems. The information contained in these files would be information captured from your remittance documents.

ABC Company				
ACCOUNT NUMBER	NEW BALANCE as of	PAYMENT DUE DATE	MINIMUM PAYMENT	AMOUNT ENCLOSED
68100018306116	03/12/02 \$468.92	APR 06, 2002	\$19.00	\$ 19.00

Make check payable to
ABC Company

Bob Smith
123 Any Street
Somewhere, KY 21235

Page 1 of 1
P08289

Good Job!
You have already paid
\$370.20.
Only **\$468.92***
to go!
* Future Finance Charges
not included.

OCR Scanline

68100018306116000190000468920

DETACH HERE

A remittance stub sample is shown here

- Completed lockbox packages containing daily deposit summary and detail, as well as remittance documents and correspondence are sent to you via first class mail, by courier, or UPS if out of the local area. The work could also be sent to a banking center for pickup.

**One of the many
friendly couriers that
deliver lockbox work
daily to our clients!**



Republic Lockbox Online

This new and exciting product offers you the opportunity to access your lockbox information more timely through the use of internet access. This is a secure and efficient method of reviewing the images of checks that have been deposited to your account through lockbox.

How it works:

- As soon as the checks have gone through the encode pass on the reader/sorter, the check images are available on our website - the day they are processed!

Sample online
check image



- Users are able to view up to 90 days of historical transactions. This is an excellent research tool!
- Check images can be printed using this feature!

The Benefits:

- **Increased Productivity**
You can view your check images the same day, before your package arrives.
- **Online Research**
You can save time by eliminating the need to retrieve paper check copies from days past.
- **Ease of Use**
There is no software needed. It is a browser-based application that is supported by most internet browsers.


- **Controls**

You control the access to your images. We set up an administrator for your company and they can set up additional users and limit access if needed.

CHECK IT OUT!

Go to <https://www.republiclockbox.com>. Using the Company ID **999** and Username **Admin** and Password **999**. Feel free to browse our demo!

Welcome to Republic Bank & Trust Company's Lockbox Online



REPUBLIC BANK & Trust Company
Member FDIC
www.republicbank.com

[Home](#)


[Privacy Policy](#)

Registered Users, Please Enter Your Customer ID, User ID, and Password. First time users, please contact us at (502) 561-7152 to register.

Customer ID:

Username:

Password:



Click to verify

REPUBLIC BANK AND LFUCG IMPLEMENTATION TIMELINE

TASK NAME	TIME REQUIRED	RESOURCE/ NAMES
Account Setup		
Initial meeting to discuss conversion	1 Day	LFUCG and Republic
Complete implementation form for each account needed	3 Days	LFUCG and Republic
Sign signature cards and return to Republic Bank	3 Days	LFUCG
Send signature cards to deposit services for processing	4 Days	Republic
Online Banking		
Complete Online Banking Implementation form	1 Day	LFUCG and Republic
Assign access rights to users (accounts and security)	2 Days	Republic
Verify signature on application to signature cards for each account	2 Days	Republic
Flag DDA account for Online Banking	2 Days	Republic
Create company and user setup for Online Banking	2 Days	Republic
Email users with user id and temporary password	2 Days	Republic
Training conducted for LFUCG employees on Online Banking	5 Days	LFUCG and Republic
Wire Services		
Complete Wire implementation form	1 Day	LFUCG and Republic
Sign Wire agreement	2 Days	LFUCG and Republic
Implement Wire capability	2 Days	LFUCG
Training conducted for LFUCG employees on Wires	5 Days	LFUCG and Republic
Lockbox Services		
Complete Lockbox implementation form	1 Day	LFUCG and Republic
Text sample remittance documents for test files	5 days	LFUCG and Republic
Create Lockboxes	5 Days	Republic
Change all lockbox remittances	30 - 60 Days	LFUCG
Training		
Provide training for LFUCG employees as needed	5-10 Days	LFUCG and Republic

This Sweep Agreement ("Agreement") is made and entered into this _____ day of _____, _____ between _____ ("Client") and Republic Bank & Trust Company ("Republic").

WHEREAS, Client has opened and maintains demand deposit account # _____ (the "DDA") with Republic, and WHEREAS, Client requests that Republic invest excess funds in the DDA in securities subject to overnight repurchase agreements, and WHEREAS, the parties hereto desire to provide for said investments; NOW, THEREFORE, the parties hereby agree as follows:

1. Republic will establish on behalf of Client an account (the "Sweep Account") to operate in accordance with this Agreement. **THE SWEEP ACCOUNT BALANCE IS NOT A DEPOSIT WITHIN THE MEANING OF 12 U.S.C. 1813(I) AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION.** Repayment of the Sweep Account balance is not guaranteed by the United States Government or any agency thereof. Collected funds in excess of \$ _____ ("Peg Amount") in the DDA will be transferred into the Sweep Account and will be invested by Republic in securities subject to overnight repurchase agreements, pursuant to which Republic will sell whole or partial interests in specified securities to Client and agrees to repurchase them from Client on the next Banking Day. **IF REPUBLIC WERE TO FAIL, THE SWEEP ACCOUNT BALANCE WOULD HAVE SECURED CREDITOR STATUS.** Republic will accrue interest on the end-of-day collected balances (ledger balance less float) in the Sweep Account at the per annum interest rate listed below, payable monthly by credit to the DDA. Interest will be paid at a rate no higher than _____ % per annum. The interest rate and/or the "Peg Amount" shall be subject to change from time to time at Republic's sole discretion. Only collected funds in the DDA in excess of the "Peg Amount" will be transferred into the Sweep Account and invested hereunder. Client may make deposits to and withdrawals from, and conduct other transactions in, the DDA in accordance with Republic's account rules governing the DDA. Client shall have no right to withdraw from or add to the Sweep Account, except as hereinafter provided in the case of a default by Republic of its repurchase obligation, as all transfers to and from the Sweep Account shall be conducted by Republic pursuant to this Agreement.

2. On any day on which Republic shall be open for the transaction of substantially all business which it normally transacts ("Banking Day"), if after completion of posting to the DDA the collected balance in the DDA is less than the "Peg Amount,, Republic is authorized to transfer from the Sweep Account such amount as is required to cause the collected balance in the DDA to equal or exceed the "Peg Amount." Such transfer shall be made after crediting the net proceeds of all applicable transactions in the Sweep Account.

3. The obligation of Republic to pay interest under this Agreement is not related to the interest earned by Republic on the securities in which the Sweep Account balances are invested and is in lieu of such interest. Client authorizes Republic to complete the daily purchase and sale of securities subject to overnight repurchase agreements in Client's name. Republic will promptly send to Client a written confirmation of each transaction, describing the subject securities by issuer, coupon rate, maturity date and market value. Republic will issue monthly statements to Client showing all transfers, balances and interest earned pursuant to this Agreement. No securities purchased or sold hereunder shall be delivered to Client, but instead shall be held in custody by Republic, in its capacity as a securities intermediary, and marked on Republic's books as being held on Client's behalf. Republic shall have full right to select the securities utilized under this Agreement and shall not be affected by any directions of Client in such regard. Fluctuations in the market value of such securities shall be the sole risk of Republic, and Client shall neither be entitled to any increase in value nor responsible for any decrease in value of such securities.

4. In the event Republic defaults at any time on its obligation to repurchase securities from Client as required by this Agreement, then Client shall have the immediate right to have such securities liquidated and the proceeds applied in satisfaction of such obligation; in such event, Republic, acting as agent for Client, shall effect or cause to be effected Client's orders regarding such securities, including the sale thereof and/or the transfer thereof into Client's name on the books of any securities intermediary holding such securities on Republic's behalf.

5. This Agreement may be terminated by either party at any time. Upon termination of this Agreement, Republic shall transfer any balance in the Sweep Account to the DDA.

Initial Peg Amount:

Initial Interest Rate: _____ % per annum **Interest Rate Index:** _____

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized officers or agents, or individually, effective the day and year set forth below.

Client

Date

Client

Date

Republic

Date

CALENDAR DT

Lockbox Processing Agreement

This Agreement is between **Republic Bank & Trust Company** (the "Bank"), located at 601 West Market Street, Louisville, Kentucky, and _____ (the "Customer"), located at _____.

NOW, THEREFORE, IT IS AGREED that the Bank will provide lockbox services to Customer in accordance with the following terms:

1. Type of lockbox service:

- Wholesale Lockbox Processing
- Retail Lockbox Processing
- Wholetail Lockbox Processing (combination of Wholesale and Retail)

2. Address to be used:

All envelopes containing items to be processed under this agreement must bear the address assigned by Bank or the Customer's address.

3. Remittance Collection:

The Bank's staff will have unrestricted and exclusive access to pick up Customer's remittances, bearing assigned address and deliver them to the transmittal banking center for processing. Staff will open the envelopes, remove and inspect the contents and process as follows:

- A. Inspect the checks for acceptable payee. The Payee or Endorsee must be the Customer, designated in the manner set forth below, or a reasonable variation thereof as determined solely at the discretion of the Bank.

Customer may supply names of other acceptable payees and endorsees, which shall also be set forth below. If the manner in which the payee or endorsee has been designated differs from that set forth below, or a reasonable variation thereof as determined solely at the discretion of the Bank, the check will be designated as an invalid payee, will not be deposited, and will be sent back to Customer for disposition.

Acceptable payees include any of the following names or combination of names (or abbreviations of) or any reasonable variations of the below as determined by the Bank:

- B. Undated checks: The Bank will date undated checks as of the date of receipt.
- C. Postdated checks: Any check postdated more than two days from the date of receipt will not be deposited. These will be returned to Customer for review and follow-up.
- D. Stale Date: Checks dated six (6) months or more prior to the date of receipt will not be deposited. These will also be returned to the Customer for review and follow-up.
- E. Differing Amounts: Checks on which the written amount (numeric totals) is different from the other, will be processed by the Bank only if the correct amount can be determined from the accompanying documents solely at the discretion of the Bank. Otherwise, the check will not be deposited and will be returned to Customer
- F. Signature Missing: If the issuer of the check can be identified from the face of the check, the Bank will deposit and process the check by affixing a stamped impression requesting the issuer's bank to contact the issuer for authority to pay (i.e., "if unpaid due to lack of signature, please refer to maker"). Checks which do not bear the issuer's signature and do not indicate the issuer's identity will be sent to the Customer.
- G. Paid-in-full Item Notations: Checks bearing a "paid in full" notation or words of a similar nature which are either typed or handwritten will be referred to Customer by the Bank; however, the Bank disclaims liability and Customer agrees to hold the Bank harmless for any such items inadvertently deposited to Customer's account.
- H. Restrictive Accompanying Payor Advices: Restrictive Accompanying Payor Advices and/or any accompanying remittance or similar restrictive instruction bearing a "paid in full" notation or words of a similar restrictive nature which may be either typed or handwritten on an Accompanying Payor Advice, will not be referred to Customer by the Bank; and, the Bank disclaims any liability and Customer agrees to hold the Bank harmless for any such Restrictive Accompanying Payor Advices affecting the Customer's rights as it relates to the deposit of the associated check or item.

4. *Processing of unacceptable checks and miscellaneous correspondence:*

The following will be batched separately and forwarded to the Customer along with the daily remittance material:

- A. Checks which are not deposited for any of the reasons stated in Section 3 of this Agreement.
- B. Papers or documents which accompany payments.
- C. Envelopes which contain only correspondence (no moneys).

5. ***Wholesale Processing Procedures to be Followed (if applicable):***

A. Basic Remittance System

1. Receive incoming mail
2. Sort and Prepare mail for processing
3. Open, sort, and inspect remittance
4. Data entry of check payee information and amount
5. Check image capture, balancing, encoding, and deposit preparation on NCR 7780 Reader/Sorter
6. Perform data entry, if applicable
7. Attach check images with remittance work, if applicable
8. Prepare deposit report.
9. Deposit notification and/or transmission reporting, if applicable

B. Prepare support information for delivery, sorting as follows:

1. Remittances with Checks
2. No Moneys
3. Correspondence, News Updates, Provider Relations Information

6. ***Retail Processing Procedures to be Followed (if applicable):***

A. Basic Remittance System

1. Receive incoming mail
2. Sort and prepare mail for processing
3. Open, sort, and inspect remittance documents
4. Check and remittance capture, balancing, and deposit preparation on NCR 7780 Reader/Sorter
5. Perform data entry, if applicable
6. Report preparation and transmission reporting

B. Prepare support information for delivery, sorting as follows:

1. Remittances with Checks
2. No Moneys
3. Correspondence, News Updates, Provider Relations Information

7. ***Deposit Procedures:***

Processing Acceptable Checks: All properly prepared checks will be endorsed on Customer's behalf and presented for payment by the most expeditious means.

A. Check Endorsement: The following endorsement will be applied to each check deposited: "Credit Account of Authorized Payee, Endorsement Guaranteed". The total of each day's remittance will be deposited to account number 0.

B. Deposits: In order to maximize daily receipts and funds availability, the Bank will make one or more deposits each day and credit the Customer's account at the Bank.

- C. Archiving: All checks will be imaged and retained for a period of ten years in order to answer any inquiries or to reproduce images, should the need arise.
- D. Material Disposition: The daily remittance work and deposit reports will be prepared for delivery to the Customer each day.

8. **Additional Terms:**

- A. Price: Fees for lockbox services are outlined on the attached schedule. Bank may at its discretion adjust pricing as needed. Customer will be notified of such pricing adjustments.
- B. Hold Harmless and Indemnification. The Customer agrees that the Bank's responsibility under this agreement shall be limited to the exercise of ordinary care. The Customer further agrees that the Bank shall not be liable to the Customer for any error of judgement or for anything which the Bank may do or refrain from doing in connection with this Agreement, except for gross negligence or willful misconduct.

In addition, with respect to all claims or controversies raised by third parties, the Customer agrees to reimburse and indemnify The Bank for and hold them harmless against any loss, liability, claim or controversy of any kind arising out of or in connection with the performance by the Bank of their duties and obligations under this Agreement as well as all costs and expenses, including, but not limited to, reasonable attorneys, fees, or defending against any claim or liability arising out of or relating to this Agreement.

- C. Customer agrees to refund to Bank all prepaid post office fees associated with Customer's lockbox should Customer fail to activate lockbox per terms of this agreement.
- D. Notice and Termination: This Agreement shall be for a term of two years and may be terminated by either party giving 60 days notice prior to the date of termination, or otherwise this contract shall be deemed to renew for successive one year periods.

If to the Customer:

Attn:

If to the Bank: Republic Bank & Trust Company
Attn: Karen McGee
661 S Hurstbourne Pkwy
Louisville, KY 40222

Upon termination, Republic Bank will forward all incoming mail to a specified address for a period of 90 days at a cost of \$ _____.

D. Governing Law:

This Agreement shall be subject to the rules and regulations of federal and state banking authorities and shall be construed in accordance with the Laws of the Commonwealth of Kentucky.

9. *Account Information:*

- A. The following demand account will be used in conjunction with the Agreement:

- B. Customer inquiries regarding lockbox processing should be directed to:

Treasury Management Support 502-588-8374

Entered into this day of _____, 20 by and between the parties set forth below:

Republic Bank & Trust Company

Treasury Management Officer

COMPANY NAME:

DATE: / /

Schedule A

Lockbox Pricing

Monthly Maintenance \$ _____

Per Remittance Processed (wholesale) \$ _____
(includes Online availability of images)

Per Remittance Processed (wholesale) \$ _____
(includes Online availability of images with EOB Return)

Per Remittances Processed (retail) \$ _____
(includes digital image of check and remittance)

Per Correspondence Item \$ _____

Lockbox - Keyed Record \$ _____

Lockbox Online FREE

Lockbox Online **with** Email Notification \$ _____

Lockbox Online **with** Fax Notification \$ _____

Lockbox Delivery by Courier \$ _____

Lockbox Online Archive \$ _____

Monthly File Transmission (retail) \$ _____

- Your account balances may be used to help offset your service fees through analysis.

REPUBLIC BANK & TRUST COMPANY

BUSINESS ONLINE BANKING WIRE TRANSFER AGREEMENT

THIS BUSINESS ONLINE BANKING WIRE TRANSFER AGREEMENT (“Agreement”) by and between **REPUBLIC BANK & TRUST COMPANY**, 661 South Hurstbourne Parkway, Louisville, Kentucky 40222 (“Bank”) and (“Client”) is made and entered into as of , 201 .

WHEREAS, Client has entered into an agreement for Business Online Banking services and wishes to add wire transfer capabilities to the Online Banking services, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows.

1. Definitions.

A. Account. Client’s account(s) identified in Schedule A, attached hereto and made a part hereof, to be used as the source of payment for Payment Orders. All deposits into the Account are subject to Bank’s standard item cut-off and funds availability rules.

B. Authorized Client Representative. The individual(s) identified on Schedule A who are authorized to initiate and /or verify Payment Orders and Instructions.

C. Beneficiary. The individual or entity to receive the funds identified in the Payment Order.

D. Business Day. Monday through Friday except for Federal Reserve or other applicable monetary exchange holidays or closures.

E. Confirmation. Any notice (oral, written, electronic or otherwise) informing Client of the date and amount of a transfer to or from the Account.

F. Instructions. Transfer-related directions given by an Authorized Client Representative, including amendments or cancellations of Payment Orders.

G. Payment Order. A request from an Authorized Client Representative directing Bank to initiate a Transfer from the Account.

H. Transfer. A transfer of funds by means of Fedwire, or other electronic means but excluding transfers made by ACH, as defined by the Rules of the National Automated Clearing House Association.

I. Security Token. A hardware device provided by Bank for the purpose of authenticating Client as the issuer of a Payment Order or other Instruction.

2. Security & Security Procedures.

A. Client agrees that Bank requires Client to utilize a Security Token and to download Trusteer Rapport Software on any device that will be utilized by Client to access the Bank's Business Online Banking system. Client agrees that the security procedure required by Bank provides a commercially reasonable method of providing security against unauthorized Payment Orders or Instructions, but that said method is not warranted by Bank to prevent unauthorized Payment Orders or Instructions. Client agrees to be bound by any Payment Order or Instruction, whether or not authorized, issued in Client's name and accepted by Bank.

B. Client shall at all times use the Security Token when issuing Payment Orders and Instructions. Client shall immediately notify Bank of the loss of Client's Security Token, and Client shall bear the cost of a replacement Security Token. Client shall make note of the expiration date on the back of the Security Token and request a replacement Security Token no later than three months prior to the expiration date. Bank shall replace an expired Security Token at no additional cost to Client.

C. Client shall make note of the expiration date on the back of the Security Token and request a replacement no later than three (3) months prior to the expiration date.

D. In order to download the Trusteer Rapport Software, Client must access the Bank's online banking home page for download instructions.

E. Client acknowledges that it is Client's sole responsibility to ensure that security procedures such as, identification codes, passwords, Security Tokens, Trusteer Rapport Software, or any similar devices or security measures, are adequately protected and used only by Authorized Client Representatives. Bank assumes no responsibility to discover, audit or report to Client any unauthorized disclosure or use of any Bank or other security measures or any breach of security by Client, Client's agents or employees or any third party. All losses resulting from an unauthorized or inappropriate use of the Bank's security measures or devices shall be the sole responsibility of Client.

F. Client acknowledges that security measures or hardware devices are provided to Client for the sole purpose of aiding the Bank in determining authenticity and are not intended nor are they utilized to detect errors in the content or transmission of Payment Orders or Instructions.

G. While Bank requires that Client utilize Trusteer Rapport Software, Client agrees and understands that no software solution can eliminate Client's exposure to computer fraud or computer viruses or prevent all unauthorized transactions. Client's use of Trusteer Rapport Software is in addition to, and shall not be deemed a replacement for Client's own comprehensive security procedures, fraud reduction protection protocols, fraud prevention practices and other Client safeguards. By downloading and installing Trusteer Rapport Software, Client agrees with all terms and conditions associated with Trusteer Rapport Software.

Trusteer Rapport Software is provided by and proprietary to Trusteer, Inc. Bank and Trusteer, Inc. are separate legal entities and Bank does not exercise control over nor does it in any manner guarantee, warrant, or make any representations regarding the performance, availability, content, services, operation or effectiveness of the Trusteer Rapport Software. Trusteer, Inc. is solely

responsible for customer service support, performance and maintenance of the Trusteer Rapport Software.

Client agrees that Bank shall be held harmless from any liability or damages or any other costs due to any losses, including lost profits, Client may incur as a result of, in connection with, or related to Client's use of Trusteer Rapport Software. Client's use of Bank's online banking services remains subject to Client's agreement with Bank regarding such use in all respects.

3. Payment Orders and Instructions.

A. Client shall issue Payment Orders and Instructions electronically by means of the Bank's Business Online Banking System. Bank shall process Payment Orders and Instructions based solely upon information provided by Client. Client shall be responsible for the accuracy and completeness of Payment Orders and Instructions. Bank may rely, without liability to Client, on the account number identifying a Beneficiary in a Payment Order or Instruction even if the Payment Order or Instruction contains a name or other information that is inconsistent with such number. Similarly, Bank may rely solely on the number identifying a bank or other financial institution in a Payment Order or Instruction. Bank shall not be required to verify the accuracy of Instructions or Payment Orders.

B. Bank may refuse, without liability, to process a Payment Order or Instruction (a) which is not in accordance with Bank's requirements, as in effect from time to time; (b) for which Bank is not able to obtain any necessary authentication; (c) which would result in a debit to the Account exceeding available funds in the Account and any pre-established transaction or daily limit; (d) which Bank believes is ambiguous or incomplete; (e) which Bank in its sole discretion believes is improper because of legal process, applicable law or regulation, or other governmental guideline; or (f) if, in Bank's sole judgment, Client's financial condition is impaired or Bank suspects fraud or unlawful activity.

C. Client is responsible for verifying that Bank has received Client's Payment Order or Instruction. Bank shall have no liability in connection with an attempted Payment Order or Instruction which Bank does not receive.

D. Client may not issue a Payment Order to a Beneficiary located outside the United States.

4. Amendment or Cancellation of Payment Orders.

Bank shall have no obligation to process an Instruction amending or cancelling a Payment Order unless Bank receives such Instruction at a time and in a manner affording Bank a reasonable opportunity to act before making the Transfer. If an Authorized Client Representative requests Bank to attempt to recover transferred funds, Client shall indemnify and hold Bank harmless from and may be required to deposit funds or provide other payment assurances satisfactory to Bank to cover Bank's costs, expenses, charges and fees, including attorney fees, which may be incurred by Bank in attempting to recover transferred funds. Bank's

agreement to attempt to recover transferred funds shall not be deemed to be acceptance by Bank of liability for the Transfer.

5. Processing Deadline.

Bank must receive Payment Orders and Instructions, including cancellations and amendments, no later than 3:00 p.m. on a Bank Business Day. Payment Orders and Instructions received after 3:00 p.m. shall be treated as received on Bank's next following Business Day, provided, however, that at Bank's discretion, Bank may, as an accommodation to Client, attempt to process a Payment Order or Instruction after the 3:00 pm deadline, but Bank shall have no liability to Client for Bank's failure to do so. Bank may amend the processing deadline at any time without notice to Client.

6. Confirmations and Duty to Report Errors.

Client may receive electronic or facsimile Confirmations of Transfers and periodic statements reflecting all Transfers from an Account during the relevant period. Client shall promptly examine Confirmations and statements and immediately report any errors, discrepancies or unauthorized transactions to Bank. If Client fails to notify Bank of any such errors, discrepancies or unauthorized transactions within ten days of Client's receipt of a Confirmation or statement, Bank shall have no liability to Client for any additional loss, including without limitation, any loss of interest, resulting from Client's failure to promptly report the error, discrepancy or unauthorized transaction. Bank shall have no liability of any kind to Client if Client fails to notify Bank within ninety (90) calendar days after receipt of a Confirmation or statement on which such error, discrepancy or unauthorized transaction is shown.

7. Fees.

Client agrees to pay the fees which Bank may impose for wire transfer services as reflected in the Fee Schedule associated with Client's Account. Bank may amend its fees for these services upon thirty days prior notice to Client.

8. Limitation of Liability.

A. Bank's liability to Client shall be limited to Bank's exercise of ordinary care. Substantial compliance by Bank with its standard procedures shall be deemed to constitute the exercise of ordinary care. Bank shall have no liability for the selection, operation, or maintenance of the equipment, software, and communications facilities selected by Client or used by Client in connection with the wire transfer services provided for in this Agreement. Bank shall have no liability for any act or omission of Client or for any error, omission or inaccuracy in the information contained in any Instruction or Payment Order.

B. In no event shall Bank be liable for any indirect, consequential, incidental, punitive, exemplary or special losses or damages, or expenses (including, without limitation, attorneys' fees) which Client may incur or suffer including, without limitation, any loss, damage or expense from subsequent dishonor or rejection of any transaction (including, without

limitation, dishonor of checks or other items), whether or not the possibility or likelihood of such damage was known or contemplated by Bank.

C. BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WIRE TRANSFER SERVICES OR ANY SOFTWARE OR EQUIPMENT WHICH BANK MAY SUPPLY TO CLIENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. No third party shall have any rights or claims against Bank under this Agreement.

9. Force Majeure.

Bank shall have no responsibility and shall incur no liability for any failure to carry out, or any delay in carrying out, any of its obligations under this Agreement resulting from acts, omission, or inaccuracies of third parties; including, without limitation, any funds transfer system, and Federal Reserve Bank, any other financial institution, and any Transfer beneficiary, or for events beyond Bank's control, including but not limited to, fires, floods, adverse weather conditions, labor difficulty, legal constraint, war, terrorism, the unavailability or interruption of transmission or communication facilities, equipment or other technological failure, emergency conditions, or any other cause beyond Bank's control.

10. Indemnification.

Client shall indemnify and hold Bank harmless from and against any and all claims, damages, losses, liabilities and expenses (including attorneys' fees) and all expenses of litigation or preparation for litigation, which Bank may incur or which may be asserted against Bank in connection with or arising out of the matters referred to in this Agreement by any person, entity or governmental authority, whether (a) arising out of or in connection with any breach of Client's obligations under this Agreement, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation, or order tort, or contract, or otherwise, before any court or governmental authority, which arises out of or related to the performance of this Agreement; provided, however, that the foregoing indemnity shall not apply to claims, damages, losses, liabilities and expenses solely attributable to Bank's gross negligence or willful misconduct. Client may participate at its expense in the defense of any such action or claim.

11. Recording of Calls.

Client and Bank agree that all telephone conversations between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, including Article 4A of the Uniform Commercial Code, and

without regard to principles of conflict of laws, except that transactions utilizing the communications system of the Federal Reserve system shall be subject to Subpart B of Federal Reserve Regulation J, as amended from time to time.

13. Assignment; Successors.

Client may not assign this Agreement without prior written consent of Bank. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

14. Termination.

Either Client or Bank may terminate this Agreement upon written notice to the other at the address specified in this Agreement. In addition, Bank may terminate this Agreement immediately, without prior notice to Client, if: (a) Client's Account has been inactive for one year or has been closed; (b) Bank suspects a breach in Client's security procedures; (c) Bank receives actual notice or has reason to believe that Client has filed or commenced a petition or proceeding for relief under any bankruptcy, insolvency or similar law; (d) Bank suspects that the Account is being used for illegal or fraudulent purposes; (e) in its sole judgment, Bank believes that client's financial condition or business is impaired or Client may not have sufficient available funds in its Account to settle transactions hereunder; and (f) in Bank's sole judgment, it is necessary and desirable to terminate this Agreement because of legal process, applicable law or regulation, or other government guideline. Notwithstanding such termination, this Agreement shall continue in full force and effect for all transactions for which processing has been commenced by Bank and as to all rights and liabilities arising prior to termination.

15. Amendment.

Bank may amend this Agreement upon written notice to Client. The Amendment shall be effective upon the earlier of receipt by Client or the date specified in the Amendment.

16. WAIVER OF JURY TRIAL.

BANK AND CLIENT EACH IRREVOCABLY WAIVE ALL RIGHTS EITHER MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF, BY VIRTUE OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH, ANY AMENDMENT OR SUPPLEMENT HERETO OR THERETO, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. CLIENT ACKNOWLEDGES THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

17. Entire Agreement.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties by their duly constituted officers have executed this Agreement as of the date first above written.

REPUBLIC BANK & TRUST COMPANY (“Bank”)

Name:
Title: _____

 (“Client”)
Name:
Title: _____

ACCOUNT ANALYSIS

Local PO Box Option

Lexington Fayette Urban County Government - Occupational Taxes

Company Name:	LFUCG
Address:	
City, State, Zip:	
Month:	
# of Days in Month:	31
Earnings Credit Rate: (Capped)	0.25%

Average Ledger Balance:	(\$)	\$0.00
Average Collected Balance:	(\$)	\$0.00
Balance Available For Service:	(=)	\$250,000.00
Balance Required For Service:	(=)	\$9,729,931.90
Balance Excess / (Deficit):	(=)	(\$9,479,931.90)
Earnings Credit (Monthly):	(=)	\$47.77
Service (Charge):	(=)	(\$1,834.08)

* Balance Required for Service Charges Includes the 10% Reserve Requirement

Service Description	Unit Price	Volume	Service Charge	Balance Required For Service
Monthly Maintenance Fee	\$16.00	1	\$16.00	\$83,727.60
Checks Paid/Debits Fees	\$0.20	0	\$0.00	\$0.00
Deposits/Credits Fees	\$0.55	19	\$10.45	\$54,684.59
Deposited Items Fees	\$0.14	3808	\$533.12	\$2,789,803.58
Credit Memo	\$0.12	0	\$0.00	\$0.00
Returned Deposited Items Fees	\$10.00	1	\$10.00	\$52,329.75
Negative Collected Interest	Prime + 3%			
Incoming Wire Transfers Fees	\$20.00	1	\$20.00	\$104,659.50
Outgoing Wire Transfers Fees	\$20.00	1	\$20.00	\$104,659.50
International Wire Transfers Fees	\$50.00	0	\$0.00	\$0.00
Investment Sweep Account	\$90.00	1	\$90.00	\$470,967.74
ZBA Sweep Account	\$17.00	0	\$0.00	\$0.00
Premium Bank Research 1-2	\$22.50	0	\$0.00	\$0.00
Couriered Lockbox per day	\$22.50	20	\$450.00	\$2,354,838.71
Retail Transmission	\$45.00	1	\$45.00	\$235,483.87
Retail Per Item	\$0.13	3808	\$495.04	\$2,590,531.90
Retail Partial Payments per Item	\$0.13	152	\$19.76	\$103,403.58
Retail Multiple Items	\$0.13	114	\$14.82	\$77,552.69
Non-Processable/Item of Correspondence	\$0.22	228	\$50.16	\$262,486.02
Lockbox Online Archive	\$22.50	1	\$22.50	
Lockbox Online - 90 days	Free	0	\$0.00	\$0.00
EOB Return - Paper	\$0.69	0	\$0.00	\$0.00
ACH debits	\$0.15	0	\$0.00	\$0.00
ACH credits	\$0.15	0	\$0.00	\$0.00
Ach Block Filter	\$10.00	0	\$0.00	\$0.00
Overhead Assessment	0.085	1000	\$85.00	\$444,802.87
Two Signature Verification	\$ 45.00	0	\$0.00	\$0.00
			\$1,881.85	\$9,729,931.90

Proposed Account Structure	
Peg Balance	\$250,000.00
Interest Rate	0.00%
Bank Comparison	
Average Collected Balance	\$0.00
Minus Compensating Peg Balance	\$ 250,000.00
Balance Available for Investment	(\$250,000.00)
Interest paid on Investable Balance	\$ -
Interest Paid with Republic	\$ -
Fees with Republic	\$0.00
Net Gain with Republic	\$ -
Interest with Current Bank	\$0.00
Fees with Current Bank	0.00
Net Gain with Current Bank	\$0.00
Net Gain with Republic	\$ -
Net Gain with Current Bank	\$0.00
Monthly Savings with Republic	\$ -
Annual Savings with Republic	\$0.00