

CASH MANAGEMENT MASTER SWEEP SERVICE TERMS AND CONDITIONS

These Cash Management Master Sweep Service Terms and Conditions (“Master Sweep Terms and Conditions”) describe the Service you have selected and set forth provisions governing your use of this Service. These Master Sweep Terms and Conditions are incorporated into and part of the Cash Management Services Master Agreement (the “Master Agreement”). By using this Service, you agree to be legally bound by these Master Sweep Terms and Conditions and the Master Agreement.

ARTICLE 1 – TERMS AND CONDITIONS

1.1 Cash Management Master Sweep Services. Pursuant to these Master Sweep Terms and Conditions, at the end of each banking day, we shall:

- (a) First, determine the ledger balance in the account(s) designated as “Subsidiary Checking Accounts” (each a “Subsidiary Account”) in our records, if any. If the ledger balance in any Subsidiary Account is less than \$0, we shall transfer from the account designated as the “Primary Checking Account” (the “Primary Account”) sufficient funds to increase the ledger balance in such Subsidiary Account to \$0. If the ledger balance in any Subsidiary Account is greater than \$0, we shall transfer the amount of the ledger balance in excess of \$0 to the Primary Account. In the event that any portion of the funds transferred from a Subsidiary Account are not collected funds, those funds will nonetheless be transferred to the Primary Account, but the amount of any uncollected funds will be added to the balance of uncollected funds in the Primary Account;
- (b) Second, determine the balance of collected funds in the Primary Account, after completing the transfers referred to in (a) above, if any. We shall calculate whether the balance of collected funds in the Primary Account results in an Excess Balance or a Deficit Balance, each as defined below. An Excess Balance, if any, shall be the amount by which the balance of collected funds in the Primary Account exceeds the greater of: (x) the “Target Balance,” which shall be \$5,000, unless an alternative amount is provided in writing by you to us during setup, in which case the Target Balance shall be that amount, or unless you select the Advance Only option of the Service, in which case the Target Balance shall be \$0; or (y) the minimum balance (the “Floor Balance”), if any, designated pursuant to Section 1.2(b) of these Master Sweep Terms and Conditions (the “Excess Balance”). A Deficit Balance, if any, will be calculated in one of the two following ways depending on whether or not a Floor Balance has been designated (the “Deficit Balance”). If there is a Floor Balance, then the Deficit Balance, if any, shall be the amount by which the balance of collected funds in the Primary Account is less than the Floor Balance, and in such case the Deficit Balance shall be the amount necessary to increase the balance of collected funds in the Primary Account to the Floor Balance. If there is no Floor Balance, then the Deficit Balance, if any, shall be the amount by which the balance of collected funds in the Primary Account is less than \$0, and in such case the Deficit Balance shall be the amount necessary to increase the collected balance in the Primary Account to \$0;
- (c) Third,

- (i) If you select the Advance Only option for the Service, in the event there is an Excess Balance in the Primary Account, the Excess Balance shall remain in the Primary Account;
- (ii) Otherwise, in the event there is an Excess Balance in the Primary Account in excess of the "Increment Amount," which shall be \$1,000, unless an alternative amount is provided by us in writing, sweep or transfer, in increments of the Increment Amount, the Excess Balance from the Primary Account as a principal payment to reduce the outstanding balance of the line of credit (the "Line of Credit") between the parties, if any, identified and provided to us in writing during setup; and
 - (A) If you selected the Payment option for the Service, to the extent there remains an Excess Balance after such transfer, if any, contemplated above, the remaining Excess Balance shall remain in the Primary Account;
 - (B) If you select the Payment and Advance options for the Service, to the extent there remains an Excess Balance in excess of the Increment Amount after such transfer, if any, contemplated above, sweep or transfer, in increments of the Increment Amount, the remaining Excess Balance to an overnight investment account (the "Investment Account") which shall consist of either: (x) repurchase agreements between the parties; (y) a Master Note (the "Master Note"), from Fulton Bank, N.A. ("Fulton"), as maker, to you, as payee, pursuant to which Fulton will borrow your excess funds on an overnight basis, through us, in accordance with the terms and conditions set forth in a separate Master Note Option Service Terms and Conditions between the parties (the "Master Note Option"); or (z) a money market mutual fund offered by Goldman, Sachs & Co. through us, as designated in writing by you to us during setup. You acknowledge and agree that you may only designate one Investment Account to which the Excess Balance may be swept or transferred at any time. You may change your designation of the Investment Account; *provided, however*, that you may change such designation no more frequently than once during any twelve month period without our consent;

(d) Fourth,

- (i) If you select the Advance Only option for the Service, in the event there is a Deficit Balance in the Primary Account, transfer, in increments of the "Increment Amount," which shall be \$1,000, unless an alternative amount is provided in writing by you to us during setup, the lesser of the Deficit Balance or the available, unadvanced principal amount of the line of credit (the "Line of Credit") between the parties, if any, identified on provided in writing by you to us during setup, from the Line of Credit as an advance of principal (a "Deficit Balance Advance"), to the Primary Account. You agree that each such Deficit Balance Advance shall be: (A) deemed to have been properly authorized by you under the promissory note and related documents evidencing or securing the Line of Credit (collectively, the "Line of

Credit Documents”); (B) evidenced by the Line of Credit Documents; and (C) payable in accordance with the Line of Credit Documents. In the event there remains a Deficit Balance in the Primary Account after the transfer contemplated in the preceding sentence, or if there is no Line of Credit or the Line of Credit has no available, unadvanced principal amount, the Primary Account shall be considered to be overdrawn.

(ii) If you select the Payment Only option for the Service, in the event there is a Deficit Balance in the Primary Account, the Primary Account shall be considered to be overdrawn.

(iii) If you select the Payment and Advance options for the Service, in the event there is a Deficit Balance in the Primary Account, (A) sweep or transfer, in increments of the Increment Amount, the lesser of the Deficit Balance or the balance of the Investment Account, from the Investment Account to the Primary Account; and (B) to the extent there remains a Deficit Balance after the transfer, if any, contemplated in (A), sweep or transfer, in increments of the Increment Amount, the lesser of the remaining Deficit Balance or the available, unadvanced principal amount of the Line of Credit, from the Line of Credit, if any, as an advance of principal (a “Deficit Balance Advance”), to the Primary Account. You agree that each such Deficit Balance Advance shall be: (x) deemed to have been properly authorized by you under the promissory note and related documents evidencing or securing the Line of Credit (collectively, the “Line of Credit Documents”); (y) evidenced by the Line of Credit Documents; and (z) payable in accordance with the Line of Credit Documents. In the event there remains a Deficit Balance in the Primary Account after the transfers contemplated in (A) and (B), the Primary Account shall be considered to be overdrawn.

(e) Notwithstanding the foregoing, if you select the Payment and Advance options for the Service, in addition to designating the Investment Account, you may, from time to time, direct us to transfer all or a portion of the funds from the Primary Account into a longer term investment which shall consist of either a certificate of deposit in a principal amount in excess of \$100,000 issued by us or a Cash Reserve Investment Management (“CRIM”) account offered through Fulton Financial Advisors, N.A. (“FFA”), our affiliate. Funds transferred to a CRIM account will be subject to a separate Cash Reserve Investment Management Agreement between you and FFA. You may request us to quote interest rates for various terms and principal amounts of “jumbo” certificates of deposit, which you may accept by oral or written notice to us. Any funds from the Primary Account to be transferred to a CRIM account shall be initially designated in writing by you to us during setup and thereafter you may adjust the invested amount by notice given to us in such form as is acceptable to us.

1.2 Fees.

(a) You agree to pay the service charges and transaction fees set forth in the most recently published Commercial Fee Schedule or otherwise provided to you.

- (b) You may elect to maintain a Floor Balance in the Primary Account. If you elect to maintain a Floor Balance in the Primary Account, the initial amount of the Floor Balance shall be set forth provided in writing by you to us during setup.
 - (c) We will calculate an earnings credit on the average balance of collected funds in the Primary Account each monthly statement cycle (the "Average Balance"), by (i) reducing the Average Balance by ten percent (10%) and then (ii) multiplying the resulting reduced amount by a periodic earnings credit rate (the resulting product being the "Earnings Credit"). The periodic earnings credit rate used to calculate the Earnings Credit will be determined by dividing the earnings credit rate, as established by us from time to time, by the actual number of days in the then current calendar year, and multiplying the result by the number of days in the applicable statement cycle. Although the Earnings Credit calculated in this manner will not be credited to the Primary Account or otherwise be available for withdrawal or use by you, we will apply any Earnings Credit against the Fees otherwise due and payable under this Agreement. In the event that the Fees due and payable for any given month exceed the amount of any Earnings Credit, the excess Fees will be charged against your Primary Account. In the event that any Earnings Credit exceeds the Fees due and payable for any given month, the amount of the excess will not be carried over to succeeding months, but will be forfeited.
- 1.3 Financial Information. You agree from time to time, upon our request, to provide us with current financial statements showing your financial condition, assets, liabilities and stockholder's equity, and your current income and surplus, and such other information regarding your financial condition as we may reasonably request. You authorize us to procure credit reports regarding you from time to time.
- 1.4 Changes to Account. You may make changes in the designation of the Primary Account or any Subsidiary Account by executing and delivering such documents as may be required by us and the changes shall be effective as of the date such changes are accepted by us. Changes in the designation of the Primary Account, any Subsidiary Account or the Investment Account may be made by you by executing and delivering such documents as may be required by us and the changes shall be effective as of the date such changes are accepted by us.
- 1.5 Duty of Care. We shall exercise reasonable care in performing the Services and in preventing loss or damage to your data. In the event of any error, we shall be responsible only for correcting errors which were caused by our machines, operators, or programmers.
- 1.6 Important Notice Concerning Sweep Accounts and the Status of Your Funds in the Event of Our Failure. The Federal Deposit Insurance Corporation (the "FDIC") requires all banks to advise their customers participating in sweep account programs concerning the nature of their swept funds and how those funds would be treated in the event that the bank would fail. This Section describes how funds swept under the Agreement would be evaluated upon the occurrence of such an event. How swept funds will be evaluated will depend on the Investment Account to which the Excess Balance is swept:
- (a) Sweep to the Line of Credit. The Excess Balance swept from the Primary Account as a principal reduction to the Line of Credit will be completed in accordance with our normal processing procedures. This means that the Excess Funds swept from the

Primary Account will be posted to reduce the outstanding balance of the Line of Credit. Any funds remaining in the Primary Account will be considered deposits and be insured by the FDIC subject to applicable insurance rules and limits.

- (b) Sweep to Repurchase Agreement Between the Parties. Under this arrangement, the Excess Balance is swept from the Primary Account to purchase securities from us, subject to our obligation to repurchase those securities from you. Each day, the net funds from that day's activity in the Primary Account, including the crediting of the proceeds from our repurchase of securities in the Investment Account from the previous day's investments, are swept from the Primary Account. The Excess Balance swept to a securities repurchase agreement is not our deposit and is not insured by the FDIC. In the event that we fail, you will be considered a secured creditor, and the FDIC will recognize your security or ownership interest in the securities purchased in an amount equal to the lesser of the amount of the Excess Balance swept from the Primary Account, or the value of the securities purchased. In the event that following our failure the FDIC negotiates a purchase and assumption of our deposits by another financial institution, the securities and the underlying repurchase arrangement will transfer to the acquiring institution, and your investment will be swept back to the Primary Account the following business day. In the event that following our failure the FDIC determines to pay insured depositors, you would receive payment from the FDIC to reacquire the securities from you.
- (c) Sweep to Master Notes. Under this arrangement, the Excess Balance is swept from the Primary Account to be invested in the Master Notes. Each day, only the net funds from that day's deposit account activity in the Primary Account, without crediting the proceeds from any previous day's investments in the Master Notes, are swept from the Primary Account. When we sweep the Excess Balance from the Primary Account to the Master Notes, the Excess Balance is swept to a general ledger account held for Fulton. In the event that we fail, funds swept to the general ledger account will be treated by the FDIC as having purchased the Master Notes. The Excess Balance swept to the Master Notes is not our deposit and is not insured by the FDIC. Your ability to redeem the Master Notes will depend on a number of factors, including the liquidity position of Fulton and Fulton Financial Corporation, which unconditionally guarantees the Master Notes, and whether either of those entities has entered bankruptcy or receivership. In the event that the FDIC establishes a cutoff time for processing outside transfers that occur prior to the completion of the sweep of the Excess Balance from the Primary Account to the general ledger account held for Fulton, that day's Excess Balance would remain in the Primary Account and will be considered a deposit and be insured by the FDIC subject to applicable insurance rules and limits.
- (d) Sweep to Money Market Mutual Fund Shares. We use a "next-day" sweep arrangement when the Excess Funds are swept from the Primary Account to be invested in a money market mutual fund. Each day, only the net funds from that day's deposit account activity in the Primary Account, without crediting the proceeds from any previous day's investments in the money market mutual fund, are swept from the Primary Account. The next-day sweep arrangement is a two-step process. In the first step, the Excess Balance is temporarily swept from the Primary Account to an omnibus account maintained with us for all customers investing in money market mutual funds. In the second step, which occurs on the following business day, the Excess Balance from the previous day is swept from the omnibus account to purchase money market mutual

fund shares. The Excess Balance swept to purchase money market mutual fund shares is not our deposit and is not insured by the FDIC.

- (e) In the event that we fail, the FDIC will treat the Excess Balance swept from the Primary Account on the day of failure to the omnibus account (the first step) as if the Excess Balance had never left the Primary Account, and that day's Excess Balance will be considered a deposit and be insured by the FDIC subject to applicable insurance rules and limits. In the event that we fail, the FDIC will consider you to be a secured creditor with respect to any funds invested in money market mutual fund shares from prior days' sweep activity (the second step). In the event that following our failure the FDIC negotiates a purchase and assumption of our deposits by another financial institution, the funds invested in money market mutual fund shares from prior days' sweep activity would be available to be swept back to the Primary Account the following business day. In the event that following our failure the FDIC determines to pay insured depositors, you would receive payment from the FDIC of the value of the money market mutual fund shares purchased with prior days' sweep activity. It is possible that the FDIC could establish a cutoff time for processing outside transfers that occur before the completion of the second step of the money market mutual fund sweep (the actual purchase of money market mutual fund shares based on the prior day's sweep activity). In that case, the funds would still reside in the omnibus account, the FDIC will treat these funds as if they had never left the Primary Account, and these funds will be considered deposits and be insured by the FDIC subject to applicable insurance rules and limits.