

May 3, 2019

DeKalb County Board of Commissioners

Re: Consent to Assignment of Retail Image Lockbox Service Agreement between Wells Fargo Bank, N.A. ("Wells Fargo") and DeKalb County Board of Commissioners ("Customer" or "you")

Dear Mr. Atkins:

You and Wells Fargo are parties to an agreement (the "Lockbox Agreement") pursuant to which Wells Fargo provides its Retail Image Lockbox Service to you. Under the Lockbox Agreement, Wells Fargo processes checks and other instruments submitted in payment of obligations to you ("Remittances") received at a post office box maintained on your behalf (the "Lockbox"). REMITCO LLC ("REMITCO") is Wells Fargo's subcontractor for processing Remittances under the Agreement. Pursuant to the Lockbox Agreement, on each Business Day¹:

- Wells Fargo or REMITCO picks up the Remittances addressed to the Lockbox and transports them to a processing site or sites designated by Wells Fargo;
- Wells Fargo or REMITCO opens the Remittances and processes them in accordance with the lockbox processing procedures set forth in the Lockbox Agreement;
- Wells Fargo makes deposits of the acceptable checks and/or cash received in the Lockbox by crediting the amount of such checks and cash to the account that Customer maintains with Wells Fargo and that is designated for deposit of Remittances received through the Lockbox (the "Account");
- Wells Fargo or REMITCO electronically images checks, remittance stubs and correspondence received in the Lockbox;
- REMITCO electronically transmits information from processed Remittances to Wells Fargo for retrieval by Customer; and
- Archival images of the processed Remittances are accessible to Customer via the Wells Fargo Commercial Electronic Office® ("CEO®") portal.

Wells Fargo and REMITCO entered into an Asset Purchase Agreement, dated March 19, 2019 (the "APA"), pursuant to which Wells Fargo has agreed to assign its customer contracts for the provision of the Retail Image Lockbox Service to REMITCO. The transactions contemplated by the APA closed on May 1, 2019 (the "Closing Date"). Wells Fargo will assign your Lockbox Agreement to REMITCO on June 1, 2019 (the "Assignment Date"), and REMITCO will be responsible for providing the Retail Image Lockbox Service to you under the Lockbox Agreement from and after the Assignment Date. **Pursuant to the provisions of the Lockbox Agreement, Wells Fargo and REMITCO hereby request your consent to the assignment of the Lockbox Agreement from Wells Fargo to REMITCO.** Below is a brief explanation of the documentation that will and will not be assigned by Wells Fargo to REMITCO in order to effectuate the assignment of your Lockbox Agreement.

Documents that will be assigned to REMITCO:

- The Acceptance of Services or Treasury Management Product Enrollment (September 1, 2016), solely with respect to the Retail Image Lockbox Service;
- The Wells Fargo Retail Image Lockbox Service Description;

¹ Capitalized terms not defined in this letter are defined in the Wells Fargo Retail Image Lockbox Service Description.

- The terms of the Wells Fargo Master Agreement for Treasury Management Services (the "Master Agreement"), solely with respect to the provision of the Retail Image Lockbox Service to you under the Lockbox Agreement (with all references to "Wells Fargo Bank, N.A." or "the Bank" (other than with respect to CEO® portal) being deemed, following assignment, to be references to "REMITCO"). Terms of the Master Agreement applicable to services other than the Retail Image Lockbox Service and to deposit accounts you maintain with Wells Fargo (including terms permitting Wells Fargo to debit the accounts for fees) are not assigned to REMITCO; and
- The Contract No. 13-902703 Banking and Financial Services for DeKalb County, GA (September 11, 2013) (the "Custom Agreement"), solely with respect to Wells Fargo's provision to you of the Retail Image Lockbox Service (the "Lockbox Portion"). For the avoidance of doubt, Wells Fargo's provision of any services to you other than the Retail Image Lockbox Service (the "Non-Lockbox Portion") will not be assigned to REMITCO. Following the assignment of your Lockbox Agreement to REMITCO, general provisions in the Custom Agreement that apply to both the Lockbox Portion and the Non-Lockbox Portion will apply to REMITCO with respect to the Lockbox Portion and to Wells Fargo with respect to the Non-Lockbox Portion of the Custom Agreement.

Documents that will not be assigned to REMITCO:

- The deposit account agreement governing the Account that you maintain with Wells Fargo ("Account Agreement"). The Account will continue to be subject to the terms of the Account Agreement. Your Account will remain at Wells Fargo and not be assigned to REMITCO; however, following the Assignment Date, REMITCO will continue to credit Remittances directly to Customer's Account at Wells Fargo unless Customer directs REMITCO to do otherwise.
- The terms of the Acceptance of Services, Treasury Management Product Enrollment Form and Master Agreement with respect to services Wells Fargo provides to you other than the Retail Image Lockbox Service. Each of the Acceptance of Services, Treasury Management Product Enrollment Form and Master Agreement will remain in full force and effect between you and Wells Fargo to the extent that it governs or is incorporated into any agreement between you and Wells Fargo other than the Lockbox Agreement.
- Any licenses, Wells Fargo user guides (including terms of use), or other terms governing your use of or access to Wells Fargo's CEO® portal or the website hosted by Wells Fargo for the purpose of allowing you to access archival images of Remittances (the "Archival Images Website"), or related to services other than the Retail Image Lockbox Service.
- The Non-Lockbox Portion of the Custom Agreement.

If you utilize Wells Fargo's *Smart Decision*® Service or another method of accounts receivable conversion offered by Wells Fargo, then, based on your preference, Issuer Preference, or Bank Preference, Wells Fargo will continue after the assignment of your Lockbox Agreement to REMITCO to (a) convert each eligible Electronic Image and Remittance to an ACH debit entry on the deposit account on which it was drawn, in which case the conversion and processing of such ACH debit entry will be governed by and subject to Wells Fargo's separate ACH Origination Service Description; (b) process remaining Electronic Images in accordance with Wells Fargo's separate Service Documentation, as selected by you for non-eligible Electronic Images and Items; or (c) process remaining Items in Accordance with the Account Agreement.

Notwithstanding anything to the contrary in the APA or in the Transition Services Agreement, dated May 1, 2019, by and between Wells Fargo and REMITCO, Wells Fargo and REMITCO hereby agree as follows:

- Wells Fargo will provide transitional billing agent services to REMITCO for a period of time after the Closing Date with respect to the assigned Retail Image Lockbox Service contracts. Wells Fargo will also continue to bill you on behalf of REMITCO for all Retail Image Lockbox Services

performed by REMITCO from the agreed upon Assignment Date of June 1, 2019 through December 31, 2019.

- From the agreed upon Assignment Date of June 1, 2019 through December 31, 2019, Wells Fargo will continue to provide you with retail lockbox customer service support, retail lockbox implementation support and allow you to access the Archival Images Website through Wells Fargo's CEO® portal. Remittances received after the Assignment Date will be viewable through the CEO® portal. Eventually (but not prior to December 31, 2019), however, you will be required to log on to a different website hosted by REMITCO in order to view your archival images of Remittances. Prior to the transition, REMITCO will provide a notice with the new URL and login information allowing you to access the archival images of Remittances on REMITCO's website.

REMITCO will communicate with you directly concerning the Lockbox Agreement, including any modifications to the terms and conditions of the Lockbox Agreement that REMITCO intends to make after its assignment to REMITCO. Such modifications will only be effective following the assignment of your Lockbox Agreement to REMITCO. Until the assignment to REMITCO occurs, the terms of your Lockbox Agreement will continue to govern your use of the Retail Image Lockbox Service unless modified by Wells Fargo.

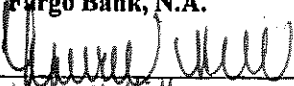
By executing this letter, you (i) acknowledge and agree that this letter is timely and sufficient for all purposes under the Lockbox Agreement, (ii) acknowledge your consent to, and grant your waiver with respect to, the assignment of the Lockbox Agreement to REMITCO as a result of the transactions contemplated by the APA, (iii) acknowledge and agree that the Lockbox Agreement will remain in full force and effect in accordance with its terms prior to the date of the assignment to REMITCO, unless modified by Wells Fargo and (iv) acknowledge and agree that the Lockbox Agreement will remain in full force and effect in accordance with its terms following the assignment to REMITCO, except to the extent modified by REMITCO (as referenced above).

On behalf of Wells Fargo and REMITCO, please accept our sincere appreciation for your partnership and cooperation during this transition.


[Signature page follows]

Sincerely,

Wells Fargo Bank, N.A.


By: 
Name: Laurel Hill
Title: Senior Vice President

REMITCO LLC

By:  Date: 2019.05.31 08:55:10
-05'00'
Name: Evan Zach
Title: Executive Director, Contract Strategy & Corporate Counsel

Acknowledged and Agreed:

DeKalb County Board of Commissioners

By: 
Name: Michael L. Thurmond
Title: CEO



Deluxe Corporation
400 Westwood Drive, Suite 100 • Wausau, WI 54401
P.O. Box 119 • Wausau, WI 54402-0119
715-359-0427

May 3, 2019

DeKalb County Board of Commissioners
Attention: Bob Atkins
1300 Commerce Drive
Decatur, GA 30030

Dear Mr. Atkins,

This letter is to respond to your request for confirmation of our intention to honor the current pricing that Wells Fargo provides to you once your contract is assigned to Deluxe/Remitco.

We agree that, following the assignment of your Lockbox Services Agreement to Deluxe/Remitco prior to or on June 1, 2019, we will not modify the pricing terms or the services provisions of your Lockbox Services until April 30, 2022.

I hope that this letter completely satisfies your concern. Please do feel free to contact me directly with any additional questions. I look forward to continuing to serve DeKalb County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian E. Mandel', written over a white background.

Brian E. Mandel
p 715-241-2339 | c 703-286 9359
brian.mandel@deluxe.com

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