

pfc settlements  
an aach service

Handbook



aach  
Airlines Clearing House

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## Introduction to PFC Settlements

Thank you for your interest in PFC Settlements. PFC Settlements, a service provided by Airlines Clearing House (ACH), was created to streamline and simplify the PFC payment process between airlines and airports. PFC Settlements removes the need for airlines to send paper checks to airports and allows participating airports to receive their monthly PFC payments from airlines in a single aggregated deposit made directly into its U.S. Bank account. Non participating airports receive a single check for the total amount due from all participating airlines.

ACH participation is not required to enjoy the benefits of PFC Settlements. All airlines and PFC authorized airports are eligible to join.

This Handbook was designed to provide you with an overview of the PFC Settlements service and outline the steps you need to take in order to join. It also contains the PFC Settlement Agreement and Regulations; application for opening your U.S. Bank account; a User Guide to the PFC Settlements System; and a link to the Code of Federal Regulations for PFCs.

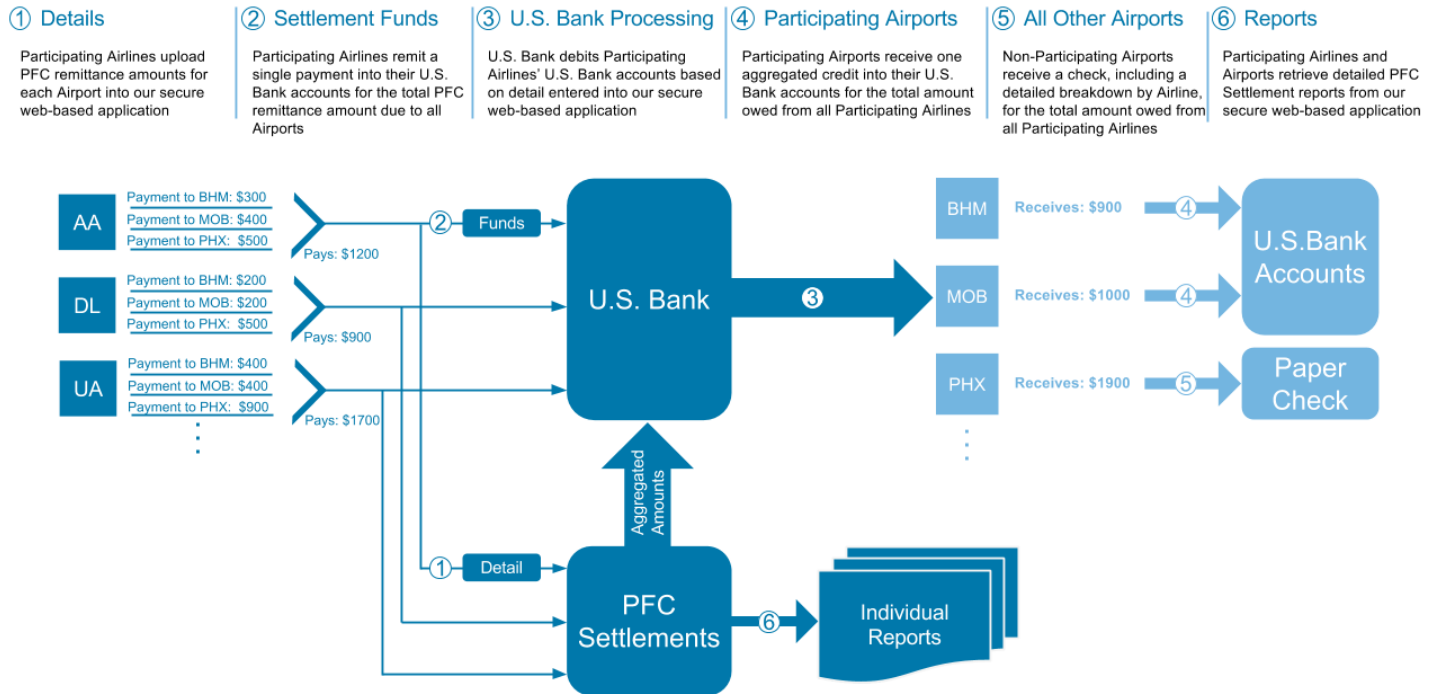
## Overview of PFC Settlements Process

- ➔ **Details:** Monthly, and in accordance with predetermined due dates, participating airlines enter PFC payment<sup>1</sup> amounts due to all airports into a secure web-based application
  - ➔ Alternatively, amounts may be entered through a single file upload in .csv format
- ➔ **Settlement Funds:** On settlement day<sup>2</sup>, each Airline deposits funds into its U.S. Bank account for its total amount due
- ➔ **U.S. Bank Processing:** U.S. Bank processes a single debit to each participating airline's U.S. Bank account, representing its total amount due for that sales period
- ➔ **Participating Airports:** Participating Airports' U.S. Bank accounts are credited for the total amount due to them
- ➔ **All Other Airports:** Non-participating airports receive a single check for the total amount due to them
- ➔ **Reports:** Participating airlines and airports have online access to detailed reports that provide a breakdown of the debit or credit amount. Non-participating airports receive a detailed report enclosed with the check that provides a breakdown of the amounts included for each airline
- ➔ **PFC payments:** Payment amounts are net of refunds and PFC collection compensation
- ➔ **Settlement day:** Usually the 24th of each month, but may be adjusted to accommodate weekends and holidays

<sup>1</sup> PFC payment amounts are net of refunds and PFC collection compensation

<sup>2</sup> Settlement day is usually the 24th of each month, but may be adjusted to accommodate weekends and holidays

### Flow Diagram of PFC Settlements



### Benefits

PFC Settlements allow airlines and airports to benefit from an efficient and inexpensive process that eliminates much of the administrative burden.

Participating Airports	Airlines
<ul style="list-style-type: none"> <li>✓ Quicker receipt of funds</li> <li>✓ Eliminates processing of paper checks</li> <li>✓ Eliminates risk of lost checks</li> <li>✓ Provides single deposit directly into bank account</li> <li>✓ Detailed reporting</li> <li>✓ Low bank fees</li> </ul>	<ul style="list-style-type: none"> <li>✓ Reduced postage costs</li> <li>✓ Eliminates cost of issuing paper checks</li> <li>✓ Eliminate risk and headache of lost checks</li> <li>✓ Single debit from bank account</li> <li>✓ ACH is a known and trusted process</li> <li>✓ Low bank fees</li> <li>✓ All Airports included</li> </ul>

## U.S. Bank

All PFC Settlement participants are required to open and maintain a bank account<sup>4</sup> with U.S. Bank for use with PFC Settlements.

ACH contracts with U.S. Bank to perform the settlement, using a proprietary netting solution, enabling participants to minimize costs by aggregating amounts and processing a single debit or credit to each participant's U.S. Bank Account for the total amount. Non-participating Airports receive a single check for the total amount.

To assist ACH with its function as facilitator of PFC Settlements, ACH has access to view current day balances of participants' U.S. Bank Accounts. This enables ACH to ensure that debtors have adequate funds in their accounts prior to effecting the PFC Settlement.

## Check Processing

Non-Participating Airports receive a single check for each sales period for the combined total of all PFC amounts due from Participating Airlines.

The check includes a breakdown by airline and amount, of the total amount of the check.

Checks are sent to the address contained in the Airlines for America PFC Remittance Directory.

ACH will actively investigate any unpaid check beginning 60 days after issuance.

Data related to checks is maintained by ACH for no less than seven years after issue.

### Example Check

Airline Name	Remittance Amt
American	\$67,662.17
Delta Air Lines	\$64,469.71
Air Canada	\$92,107.32
United Airlines	\$50,155.82
Alaska Airlines	\$12,403.29
Volaris	\$47,954.93
US Airways	\$84,717.33
Jetstar Airways	\$41,314.28
Argentinas	\$57,975.61
Lan Airlines	\$30,132.57
TAP Portugal	\$25,471.55
Aer Lingus	\$12,992.09
Alitalia	\$42,568.60
Air France	\$14,616.36
Saudi Arabian	\$58,818.61
Ethiopian Air	\$60,831.89
KLM Royal Dutch	\$47,284.36
Iberia	\$61,204.78
Egyptair	\$99,437.17
Philippine	\$9,923.33
LOT Polish	\$86,856.07
Qantas Airways	\$34,850.45

THE FRONT THIS DOCUMENT HAS A COLORED BACKGROUND, SECURITY FEATURES INCLUDING THIRDSOURCE, ONLINE REPORTING, A VOID PARTICIPANT, AND AN INTEGRAL WATERMARK AND SECURITY SCREEN ON THE BACK.

13-1/420

ACH  
AIRLINES CLEARING HOUSE

Airlines Clearing House  
1275 Pennsylvania Avenue NW  
Suite 1300  
Washington DC 20004

21102 03/18/2016  
Check Number Date

Amount  
\$\*\*5,978,691.90

PAY EXACTLY \*\*\*\*\*5,978,691\* DOLLARS AND \*90\* CENTS

TO THE ORDER OF: Abilene Regional Airport  
City of Abilene Finance Department  
PO Box 60  
Abilene, TX 79604

USbank

MEMO: PFC Remittances For April 2016

This Account Protected by Positive Pay

Abilene B. Williams

## Agreement

All participants in PFC Settlements must execute and comply with the terms contained in the Passenger Facility Charge Reporting and Remittance Agreement and PFC Settlement Regulations.

## Cost

The cost<sup>5</sup> to participate in PFC Settlements is \$125 per month. The monthly fee of \$125 will be billed by Airlines Clearing House and paid through the monthly PFC Settlement.

<sup>4</sup> ACH Participants may use their existing U.S. Bank account

<sup>5</sup> Cost does not include any applicable bank fees.

## Timing

The PFC Settlements Calendar will be distributed and published annually by no later than November 1<sup>st</sup> of each year. The PFC Settlements Calendar provides participants with the deadline dates for each monthly PFC Settlement period.

Sales Period	System Opens	System Closure	Final Settlement Reports	Settlement Date	Checks Mailed	PFC Regulation Payment Date
<b>Jan-17</b>	01/19/17	02/20/17	02/21/17	02/23/17	02/24/17	02/28/17
<b>Feb-17</b>	02/21/17	03/22/17	03/23/17	03/27/17	03/28/17	03/31/17
<b>Mar-17</b>	03/23/17	04/20/17	04/21/17	04/25/17	04/26/17	05/01/17
<b>Apr-17</b>	04/21/17	05/22/17	05/23/17	05/25/17	05/26/17	05/31/17
<b>May-17</b>	05/23/17	06/21/17	06/22/17	06/26/17	06/27/17	06/30/17
<b>Jun-17</b>	06/22/17	07/23/17	07/24/17	07/26/17	07/27/17	07/31/17
<b>Jul-17</b>	07/24/17	08/22/17	08/23/17	08/25/17	08/28/17	08/31/17
<b>Aug-17</b>	08/23/17	09/21/17	09/22/17	09/26/17	09/27/17	10/02/17
<b>Sep-17</b>	09/22/17	10/22/17	10/23/17	10/25/17	10/26/17	10/31/17
<b>Oct-17</b>	10/23/17	11/20/17	11/21/17	11/24/17	11/27/17	11/30/17
<b>Nov-17</b>	11/21/17	12/20/17	12/21/17	12/26/17	12/27/17	01/02/18
<b>Dec-17</b>	12/21/17	01/18/18	01/19/18	01/25/18	01/26/18	01/31/18

Sales Period:	The period beginning on the first day of a calendar month, through and including the last day of the same month, for which PFC remittances, less permitted deductions, are required to be made
System Opens:	At 00:00:01 AM, ET, on this date, payment information for the sales period may be entered or edited into the PFC Settlement System
System Closes:	At 23:59:59 PM, ET, this date, payment information for the sales period may no longer be entered or edited into the PFC Settlement System
Final Settlement Reports:	At 00:00:01 AM, ET, on this date, final Settlement Reports for the sales period are available
PFC Settlement Date:	Net debtors must deposit sufficient funds into their U.S. Bank Account by no later than 2:00 p.m. ET. U.S. Bank Accounts are credited and debited shortly thereafter
Checks Mailed	Checks to Non-Participating Airports are generated and mailed on this date

## New Participants

ACH notifies PFC Settlement participants each time a new participant joins the Service. Additionally, participants will be able to download a current listing of PFC Settlement participants from the website.

Airports will be assigned a unique code to be used in the settlements. The code will begin with the Airport's code, followed by XF (the tax code used for collection of PFCs).


## Website

PFCSettlements.com contains valuable and up-to-date information on the service.



## Reporting

PFC Settlements provides participants with detailed reporting for each settlement period, allowing each participant to reconcile the amount posted to its U.S. Bank Account. Reports are available in online view, PDF or a .csv download. Report example<sup>6</sup>:


[Page Help](#) | [Contact Us](#) | [Log Out](#)

[Home](#) | [Transactions](#) | **[Reports](#)**

### Settlement Report

Review the information or [refine search](#).

**Net as of:** 07/30/2015 at 09:26:25 AM CT.

**Settlement date:** August 1, 2015

**Participant:** 001AA - American Airlines · **Sales period:** July 2015

**US Dollars (USD)** [Download PDF](#) · [Download CSV](#)

Passenger Facility Charges			
Participant	Payables	Receivables	Net Amount
BDLXF - Bradley International	3,124,334.00	0.00	3,124,334.00
LAXXF - Los Angeles International	625,634.00	0.00	625,634.00
BOSXF - Logan International	203,178.00	0.00	203,178.00
RDUXF - Raleigh-Durham International	7,458,812.00	0.00	7,458,812.00
DTWXF - Detroit Metropolitan	157,246.00	0.00	157,246.00
<b>Total Passenger Facility Charges:</b>	<b>11,569,204.00</b>	<b>0.00</b>	<b>11,569,204.00</b>
<b>Total USD:</b>	<b>11,569,204.00</b>	<b>0.00</b>	<b>11,569,204.00</b>

[How Do I?](#) | [Terms](#) | [FAQs](#)

<sup>6</sup> Amounts and companies listed in Settlement Report Example are for illustrative purposes only and do not represent actual values.

## Quarterly Reporting

Effective with third quarter of 2016 PFC Settlements will also generate quarterly reporting to all Airports on behalf of its Participating Airlines. This service is at no additional cost and participation is voluntary.

Quarterly reports will be produced for each quarter and sent to the applicable Airport/Public Authority with copies emailed to the reporting Airline. Year to Date Quarterly summary reports will also be produced and sent to the Reporting Airline via email. Separate reports will be produced for each pairing of reporting Airline and Airport.

Reports will be sent to the Airports by no later than the last day of the reporting deadline dates:

First Quarter Reports sent by no later than April 30th  
Second Quarter Reports sent by no later than July 31st  
Third Quarter Reports sent by no later than October 31st  
Fourth Quarter Reports sent by no later than January 31st

To participate, Airlines must send a .csv formatted file directly to ACH at [ach@airlines.org](mailto:ach@airlines.org) (this is independent of the file uploaded to the PFC Settlements System of the remittance amounts) of its quarterly reporting data.

The file may be sent on a monthly or quarterly basis (containing three months of data), but in no case should the file for the last month of the quarter, i.e., sales from March, June, September or December, be sent to ACH later than the 21st calendar day of the following month.

Airlines will benefit from no longer having to mail quarterly reports to each of the airports.

Airports will benefit from receiving a standard report format with multiple airlines' reports contained in one distribution. ACH will work with the airports to distribute the reports electronically (via email attachment as a PDF) or via U.S.P.S. to the address they wish to receive hard copy reports (in the event this address differs from the address to which the airport authority wishes to receive its PFC remittances).



## Quarterly Reporting Input File Specifications

Field	Field Name	Field Description/Populate With
First	Reporting Airline	The three (3) digit Accounting Code of the Reporting Airline and two (2) digit Designator Code of the Airline, e.g., 027AS, 006DL, 3069K, etc.
Second	Airport Code	The three (3) character code of the airport for which PFC remittances, refunds and compensation are being reported, e.g., JFK, LGA, LAX, etc.
Third	Reporting Month	The month and year of sales, refunds and compensation being reported. Formatted as MMYYYY
Fourth	Total PFC Revenue Collected	The dollar amount of PFCs collected for the reporting month for the airport involved. Cents/decimals to be separated by dot ".". Example: 100000.00
Fifth	Number of PFCs Collected <b>(optional)</b>	The number of PFCs collected for the reporting month and airport involved. Numerics only. Example: 5000
Sixth	Total PFC Revenue Refunded	The dollar amount of PFCs refunded for the reporting month for the airport involved. Cents/decimals to be separated by dot ".". Example: 10000.50
Seventh	Number of PFCs Refunded <b>(optional)</b>	The number of PFCs refunded for the reporting month and airport involved. Numerics only. Example: 17
Eighth	Collection Compensation Withheld	The dollar amount of Collection Compensation Withheld for reimbursement of expenses for the airport involved
Ninth	Remittance Amount	The dollar amount of the net remittance amount for the reporting month and airport involved. Cents/decimals to be separated by dot ".". Example: 1005.77

### Notes:

1. File should be submitted in .csv format
2. Remittance amount should equal the sum of the Total PFC Revenue Collected less the Total PFC Revenue Refunded less the Collection Compensation Withheld.
3. File does not contain any header or trailer records
4. File may be submitted each month or at the end of a quarter (with three months of data)
5. When no data for a month for an airport (no collections or refunds) do not report that airport
6. When no activity for a specific field for an airport (you have sales, but no refunds) populate the applicable fields with 0 or 0.00 as the case may be
7. Files from reporting period of January 2016 (012016) and beyond will be accepted.
8. Fields five and seven are optional. Should you not wish to include this data, simply omit the fields from your file. (resultant file should have seven columns)

## Quarterly Reporting File Examples

### File Example with Fields 5 and 7 populated:

027AS, LAX, 042016, 662301.00, 147178, 65497.50, 14555, 16189.58, 580613.92

027AS, LGA, 042016, 1197.00, 266, 54.00, 12, 29.26, 1113.74

### File Example with Fields 5 and 7 omitted:

027AS, LGA, 052016, 1192.50, 94.50, 29.15, 1068.85

027AS, LGA, 062016, 1197.00, 54.00, 29, 26, 1113.74

### Quarterly Report Example, with Fields 5 and 7 populated:

PFC Quarterly Report ERI - Erie International Airport							
Reporting Period	Total PFC Revenue Collected	Number of PFCs Collected	Total PFC Revenue Refunded	Number of PFCs Refunded	Collection Compensation Withheld	Remittance Amount	Remittance Date
2016-10	\$8,343.00	1,854	\$2,443.50	543	\$203.94	\$5,695.56	Nov 25, 2016
2016-11	\$4,675.50	1,039	\$976.50	217	\$114.29	\$3,584.71	Dec 27, 2016
2016-12	\$4,603.50	1,023	\$922.50	205	\$112.53	\$3,568.47	Jan 25, 2017
2016 Q4	\$17,622.00	3,916	\$4,342.50	965	\$430.76	\$12,848.74	

### Quarterly Report Example, with Fields 5 and 7 omitted:

PFC Quarterly Report ABE - Lehigh Valley International Airport					
Reporting Period	Total PFC Revenue Collected	Total PFC Revenue Refunded	Collection Compensation Withheld	Remittance Amount	Remittance Date
2016-07	\$17,676.58	\$1,822.50	\$432.19	\$15,421.89	Aug 25, 2016
2016-08	\$17,737.09	\$1,554.59	\$433.62	\$15,748.88	Sep 27, 2016
2016-09	\$16,005.73	\$1,489.50	\$391.27	\$14,124.96	Oct 25, 2016
2016 Q3	\$51,419.40	\$4,866.59	\$1,257.08	\$45,295.73	

## Year to Date Summary Report Example, with Fields 5 and 7 populated:

PFC Year to Date Report ABE - Lehigh Valley International Airport							
Reporting Period	Total PFC Revenue Collected	Number of PFCs Collected	Total PFC Revenue Refunded	Number of PFCs Refunded	Collection Compensation Withheld	Remittance Amount	Remittance Date
2016-01	\$34,560.00	7,680	\$7,299.00	1,622	\$844.80	\$26,416.20	Feb 25, 2016
2016-02	\$37,066.50	8,237	\$8,757.00	1,946	\$906.07	\$27,403.43	Mar 25, 2016
2016-03	\$41,886.00	9,308	\$6,075.00	1,350	\$1,023.88	\$34,787.12	Apr 26, 2016
<b>2016 Q1</b>	<b>\$113,512.50</b>	<b>25,225</b>	<b>\$22,131.00</b>	<b>4,918</b>	<b>\$2,774.75</b>	<b>\$88,606.75</b>	
2016-04	\$37,908.00	8,424	\$7,101.00	1,578	\$926.64	\$29,880.36	May 25, 2016
2016-05	\$33,826.50	7,517	\$6,367.50	1,415	\$826.87	\$26,632.13	Jun 27, 2016
2016-06	\$34,776.00	7,728	\$6,907.50	1,535	\$850.08	\$27,018.42	Jul 26, 2016

## Year to Date Summary Report Example, with Fields 5 and 7 omitted:

PFC Year to Date Report ABE - Lehigh Valley International Airport					
Reporting Period	Total PFC Revenue Collected	Total PFC Revenue Refunded	Collection Compensation Withheld	Remittance Amount	Remittance Date
2016-01	\$34,560.00	\$7,299.00	\$844.80	\$26,416.20	Feb 25, 2016
2016-02	\$37,066.50	\$8,757.00	\$906.07	\$27,403.43	Mar 25, 2016
2016-03	\$41,886.00	\$6,075.00	\$1,023.88	\$34,787.12	Apr 26, 2016
<b>2016 Q1</b>	<b>\$113,512.50</b>	<b>\$22,131.00</b>	<b>\$2,774.75</b>	<b>\$88,606.75</b>	
2016-04	\$37,908.00	\$7,101.00	\$926.64	\$29,880.36	May 25, 2016
2016-05	\$33,826.50	\$6,367.50	\$826.87	\$26,632.13	Jun 27, 2016
2016-06	\$34,776.00	\$6,907.50	\$850.08	\$27,018.42	Jul 26, 2016
<b>2016 Q2</b>	<b>\$106,510.50</b>	<b>\$20,376.00</b>	<b>\$2,603.59</b>	<b>\$83,530.91</b>	

## Quarterly Reporting Notes

1. Reporting Airline field will be populated with the full airline name. As an example, 027AS will be written to the report as: Alaska Airlines
2. Airport will be populated with the Airport Code followed by the Airport/Public Authority Name. As an example: LGA will be written to the report as: Port Authority of NY and NJ (LGA)
3. Remittance Date will be populated with the date of remittance through PFC Settlements, or as directed by Airline in the case of back-dated reporting

## Joining PFC Settlements

Joining PFC Settlements is easy. There are no start-up costs or anything to develop. Simply complete the three tasks below to get started.

### 1. Passenger Facility Charge Reporting and Remittance Agreement

Airline Clearing House (ACH) membership is not required to participate in PFC Settlements.

To participate in PFC Settlements, execute two originals of the Passengers Facility Charge Reporting and Remittance Agreement and send them to:

Airlines Clearing House, Inc.  
Attention: PFC Settlements  
1275 Pennsylvania Avenue, N.W., Suite 1300  
Washington, D.C. 20004

Or, scan and send to [ACH@airlines.org](mailto:ACH@airlines.org)

A countersigned Passengers Facility Charge Reporting and Remittance Agreement will be returned to you.

### 2. U.S. Bank Account

Participation in PFC Settlements requires that all participants maintain a bank account at U.S. Bank. It is recommended that participants maintain a \$1,000 minimum balance in their U.S. Bank Account. Participants work directly with U.S. Bank personnel to establish the bank account and related services.

As an added benefit, U.S. Bank has agreed to charge PFC Settlements' participants no more than the [agreed to](#) prices for many of the most commonly used services until October 2021.

### 3. PFC Settlements Application Forms

Complete the [PFC Settlements Application Forms](#) to establish access to the PFC Settlements secure online application for your users and provide ACH with your contact information.

### Activation

ACH will notify you when all documents have been received and U.S. Bank advises us that your account is open and available for use.

## General Questions

Once I sign the Agreement, how long until I can participate in PFC Settlements?

**Answer:** As long as we receive notification from U.S. Bank that your account has been opened, PFC Settlements can occur within a few days.

How will other PFC Settlement participants know that I've joined?

**Answer:** ACH will notify all PFC Settlement participants each time a new participant has joined. The notification will include the effective sales period for the new participant. Additionally, [pfcsettlements.com](http://pfcsettlements.com) will be updated with the new participant information as well as the PFC Settlements System.

What happens if someone doesn't pay?

**Answer:** ACH provides numerous reminders to debtors to prevent that type of situation. In the unlikely event a debtor does not remit sufficient funds to its U.S. Bank account to satisfy its indebtedness amount, all payments from that debtor will be excluded from that settlement. However, if the debtor remits payment no later than 12:00 Noon, local time in New York City of the next business day, ACH may authorize U.S. Bank to perform a supplemental settlement to include payments from the delinquent participant.

How do I adjust an amount from a closed sales period?

**Answer:** Provided the settlement for that sales period has not occurred, contact ACH by email at [ACH@airlines.org](mailto:ACH@airlines.org) or by phone at 202-626-4144. If the settlement has occurred, you must work directly with the other participant(s) to determine a solution.

What about future enhancements?

**Answer:** A PFC Settlement Advisory Board, consisting of representatives from participating airlines and airports, will be formed. The Board will play an important role in helping ACH determine the need and benefit of enhancements to the system.

Is this mandatory?

**Answer:** No. PFC Settlements is an optional service open to all airlines and PFC authorized airports.

## Airlines

I only have refunds for a participating airport, can I submit that amount for settlement?

**Answer:** No. PFC Settlements is a remittance system, and is not intended to handle negative remittances.

I'm already an ACH Participant, how is this different from my ACH Settlements?

**Answer:** SIS is not utilized, as there are no invoices. If you already have a user ID for CARC (the ACH Claims and Reports Center) you will use that same ID for PFC Settlements. ACH settlements will continue to be processed four times each month, whereas PFC Settlements are processed on a monthly basis only.

What happens if I need assistance during an audit?

**Answer:** We're here to help. Your auditors may contact us at [ACH@airlines.org](mailto:ACH@airlines.org) for verification of amounts.

## Airports

I'm a Non-Participating Airport. Why did I receive a check from you?

**Answer:** PFC Settlements aggregates payments from all participating airlines and sends you the single check you received. Contact us at [ACH@airlines.org](mailto:ACH@airlines.org) to learn more about the benefits of becoming a PFC Settlement Participant.

Where did you obtain the addresses to send checks to?

**Answer:** Addresses are those contained in the PFC Remittance Directory as provided by Airlines for America until notified otherwise by the respective Airport. Did we get one wrong? Please email [ACH@airlines.org](mailto:ACH@airlines.org) and we will correct it.

Does this new system eliminate the quarterly reports submitted by airlines?

**Answer:** No. The PFC Settlements system is focused on streamlining payments. Airlines are still required to generate and send quarterly reports in accordance with Federal Regulations.

Will the PFC Settlement Service enable the Participants to comply with the Code of Federal Regulations-14 CFR Part 158-Passenger Facility Charges?

**Answer:** Yes, the PFC Settlement Service is intended to enable the Participants to comply with the Code of Federal Regulations-14 CFR Part 158-Passenger Facility Charges.

I have a question not listed here, what do I do?

**Answer:** Contact us by email at [ACH@airlines.org](mailto:ACH@airlines.org) or by phone at 202-626-4144. We are available to answer your questions.

## U.S. Bank

Why do I have to open an account with U.S. Bank?

**Answer:** ACH Partners with U.S. Bank to preform the settlements through a proprietary solution that requires all Participants to use their U.S. Bank Accounts for the PFC Settlements.

Can I instruct U.S. Bank to automatically transfer my creditor funds to my operating account elsewhere?

**Answer:** Yes. U.S. Bank will work with you to determine the best options for establishing your automated standing transfer order.

I already have a U.S. Bank account, am I required to establish a new one for use in PFC Settlements?

**Answer:** No, provided the account was opened under the Airlines Clearing House relationship.

## About Airlines Clearing House

Airlines Clearing House, Inc. (ACH) is a financial clearinghouse that has, for over 70 years, provided net settlement services to the aviation industry. In 2014, over 350 airlines and other aviation related companies settled over \$13 billion in billings through ACH. ACH partners with U.S. Bank to provide the service, and through FDIC regulations, ensure that participants' funds are safe.

## Passenger Facility Charge Reporting and Remittance Agreement

This Passenger Facility Charge Reporting and Remittance Agreement is made and entered into by and between Airlines Clearing House, Inc., a Delaware corporation (the "**Clearing House**"), and the undersigned PFC Settlement Participant (sometimes hereinafter referred to as the "**Subscribing Participant**"). This Agreement is effective as of the date of its execution by the Clearing House, as shown on the signature page (the "**Effective Date**"). This is one of a series of substantially identical agreements entered into between the Clearing House and individual PFC Settlement Participants. Capitalized terms used and not otherwise defined in this Agreement have the meanings set forth in Section 1.

WHEREAS, federal law authorizes the Administrator of the Federal Aviation Administration (the "**FAA**") to grant authority to public agencies that control commercial service airports to require domestic and foreign air carriers to collect, report and remit approved passenger facility charges ("**PFCs**") on passengers enplaned at such airports;

WHEREAS, as of September 2015 more than 150 air carriers are required to collect, report and remit PFCs for more than 350 airports;

WHEREAS, the Clearing House, a corporation formed in 1943 and not conducted for profit, and its Clearing Bank conduct settlements through which airlines and related entities report and settle their mutual obligations as often as four times per month ("**ACH Settlements**");

WHEREAS, the Clearing House has agreed to and has made arrangements with the Clearing Bank to conduct separate settlements ("**PFC Settlements**") to enable PFC Settlement Participants to benefit from the efficiencies and cost-savings associated with a centralized process for reporting and remitting PFCs, and the Subscribing Participant wishes to realize those efficiencies and cost-savings;

NOW, THEREFORE, the Clearing House and the Subscribing Participant agree as follows:

### **1. Definitions.**

As used in this Agreement the following terms have the meanings set forth below:

"**Advisory Board**" has the meaning set forth in paragraph 5(a) of this Agreement.

"**Advisory Board By-Laws**" has the meaning set forth in paragraph 5(c) of this Agreement.

"**Airline Settlement Clearing Account**" has the meaning set forth in paragraph 2(c)(i) of this Agreement.

"**Airline Participant**" means each air carrier or foreign air carrier (each as defined in 14 C.F.R. § 1.1), including, without limitation, air carriers and foreign air carriers that participate in ACH Settlements and/or settlements through the International Air Transport Association (IATA) Clearing House, that is required to collect and remit PFCs and has entered into an agreement with the Clearing House corresponding to this Agreement.

"**Airport Authority**" means any public agency (as defined in 14 C.F.R. § 158.3) that controls one or more commercial service airports (as defined in 14 C.F.R. § 158.3) and is authorized to impose PFCs.

"**Airport Facility Agreement**" has the meaning set forth in paragraph 6(a)(v) of this Agreement.

"**Airport Participant**" means each Airport Authority that has entered into an agreement with the Clearing House corresponding to this Agreement.



**"Clearing Bank"** means U.S. Bank National Association or such other federally insured depository institution as may hereafter be designated by the Clearing House as the clearing bank for PFC Settlements, effective upon not less than six (6) months' prior notice to all PFC Settlement Participants.

**"Delinquent PFC Settlement Participant"** has the meaning set forth in paragraph 2 (a)(iii) of this Agreement.

**"Designated Airline Participant"** has the meaning set forth in paragraph 2 (b)(ii) of this Agreement.

**"Designated Airport Authority"** has the meaning set forth in paragraph 2 (a)(ii) of this Agreement.

**"Designation Notice"** means a notice given to the Clearing House by a PFC Settlement Participant as provided in paragraph 2(a)(ii) or paragraph 2(b)(ii) of this Agreement (as applicable).

**"Effective Date"** has the meaning set forth in the preamble of this Agreement.

**"Force Majeure Event"** has the meaning set forth in paragraph 8 (a) of this Agreement.

**"Permitted Deductions"** has the meaning set forth in paragraph 2 (a)(i) of this Agreement.

**"PFC Clearing Account"** has the meaning set forth in paragraph 2 (c)(i) of this Agreement.

**"PFC Remittance Reports"** has the meaning set forth in paragraph 3 (a)(i) of this Agreement.

**"PFC Settlement Participant"** means each Airline Participant or Airport Participant, including the Subscribing Participant.

**"PFC Settlement Regulations"** means the Passenger Facility Charge Reporting and Remitting Regulations, as amended and updated from time to time, promulgated by the Clearing House and posted by the Clearing House on the PFC Settlements website or otherwise made readily available to PFC Settlement Participants by the Clearing House. The PFC Settlement Regulations contain data formats, settlement timetables, security procedures and other details governing participation in and implementation of PFC Settlements.

**"PFC Settlement Reports"** has the meaning set forth in paragraph 3 (c) of this Agreement.

**"PFC Settlements"** means the process of reporting and remitting PFCs, net of Permitted Deductions, by Airline Participants to Airport Authorities, as implemented by the Clearing House and the Clearing Bank in accordance with this Agreement and the PFC Settlement Regulations.

## 2. **Participation in PFC Settlements.**

### (a) Airline Participants. If the Subscribing Participant is an Airline Participant –

(i) On a monthly basis or at such other intervals as may hereafter be required under FAA regulations, the Subscribing Participant will report and remit to each Airport Authority (other than any Airport Authority that the Subscribing Participant has identified as a Designated Airport Authority), through PFC Settlements, the aggregate amount of PFCs that the Subscribing Participant has collected for such Airport Authority, net of collection compensation (as authorized in 14 C.F.R. § 158.51), refunds and other credits permitted under applicable law (collectively, "Permitted Deductions"). The Subscribing Participant will receive on-line access to monthly and quarterly reports of collected PFCs and Permitted Deductions as provided in paragraphs 3(a)(iii) and 3(b)(iii) of this Agreement and in the PFC Settlement Regulations

(ii) The Subscribing Participant may elect not to utilize PFC Settlements for purposes of reporting and remitting PFCs to a specific Airport Authority by issuing a Designation Notice informing the Clearing House that the Subscribing Participant has elected not to utilize PFC Settlements for purposes of reporting and remitting PFCs to that Airport Authority (a "Designated Airport Authority"). If the Designated Airport Authority is an Airport Participant, the Subscribing Participant shall send a copy of its Designation Notice to the Designated Airport Authority. The election provided for in such a Designation Notice shall apply to PFC Settlements commencing with the first PFC Settlement that is scheduled to occur at least sixty (60) days after delivery of the Designation Notice, except that in the case of a Designation Notice that is delivered concurrently with the Subscribing Participant's execution and delivery of this Agreement, the election provided for in the Designation Notice shall apply immediately. The Subscribing Participant may revoke a Designation Notice at any time by written notice to the Clearing House (with a copy to the Designated Airport Authority if it is an Airport Participant), such revocation to take effect commencing with the first PFC Settlement that is scheduled to occur at least sixty (60) days after delivery of the notice of revocation.

(iii) If as of 2:00 PM local time in New York City on the date of any scheduled PFC Settlement, the funds available for withdrawal from the Subscribing Participant's PFC Clearing Account are insufficient to cover its net remittance obligations in such PFC Settlement, the Clearing House and the Clearing Bank will exclude from such settlement any and all PFC remittances (and Permitted Deductions) that otherwise would be included in determining the net remittance obligation of the Subscribing Participant (a "Delinquent PFC Settlement Participant").

(iv) If as of 12:00 noon, local time in New York City on the next business day after a scheduled PFC Settlement from which its PFC remittances and/or Permitted Deductions have been excluded pursuant to paragraph 2(a)(iii), the Subscribing Participant (as a Delinquent PFC Settlement Participant) has made available in its PFC Clearing Account amounts sufficient to cover its net remittance obligations in such PFC Settlement and has so notified the Clearing House, the Clearing House shall arrange for the Clearing Bank to conduct an unscheduled supplemental settlement to clear such remittance obligations.

(v) If the Subscribing Participant, as a Delinquent PFC Settlement Participant, has not made sufficient funds available and so notified the Clearing House, by 12:00 noon, local time in New York City on the next business day after a scheduled PFC Settlement from which its PFC remittances (and Permitted Deductions) have been excluded pursuant to paragraph 2(a)(iii), the Subscribing Participant thereafter shall be precluded from clearing such PFC remittances (and Permitted Deductions) through any PFC Settlement.

(vi) If the Clearing Bank conducts an unscheduled supplemental settlement to clear remittance obligations of the Subscribing Participant (as a Delinquent PFC Settlement Participant), the Subscribing Participant shall pay the Clearing House the supplemental settlement fee specified in the PFC Settlement Regulations. The amount of such fee shall be subject to increase, as provided in the PFC Settlement Regulations, if the Subscribing Participant becomes a Delinquent PFC Settlement Participant more than once within a period of twelve (12) consecutive months.

(vii) If the Subscribing Participant becomes a Delinquent PFC Settlement Participant more than twice within a period of twelve (12) consecutive months, the Subscribing Participant shall automatically cease to be eligible to participate in further PFC Settlements, and this Agreement shall automatically terminate.

(b) Airport Participants. If the Subscribing Participant is an Airport Participant –

(i) The Subscribing Participant will receive Airline Participants' PFC remittances (net of Permitted Deductions) directly in its PFC Clearing Account through the PFC Settlements conducted by the Clearing House and the Clearing Bank and will receive on-line access to related monthly and quarterly reports of collected PFCs and Permitted Deductions as provided in paragraphs 3(a)(iv) and 3(b)(iii) of this Agreement and in the PFC Settlement Regulations.

(ii) The Subscribing Participant may elect not to utilize PFC Settlements for purposes of receiving PFC remittances and reports from a specific Airline Participant by issuing a Designation Notice informing the Clearing House, with a copy to the Airline Participant, that the Subscribing Participant has elected not to utilize PFC Settlements for purposes of receiving PFC remittances and reports from that Airline Participant (a "Designated Airline Participant"). The election provided for in such a Designation Notice shall apply to PFC Settlements commencing with the first PFC Settlement that is scheduled to occur at least sixty (60) days after delivery of the Designation Notice, except that in the case of a Designation Notice that is delivered concurrently with the Subscribing Participant's execution and delivery of this Agreement, the election provided for in the Designation Notice shall apply immediately. The Subscribing Participant may revoke a Designation Notice at any time by written notice to the Clearing House, with a copy to the Designated Airline Participant, such revocation to take effect commencing with the first PFC Settlement that is scheduled to occur at least sixty (60) days after delivery of the notice of revocation.

(c) Terms Applicable to All PFC Settlement Participants.

(i) The Subscribing Participant (whether it is an Airline Participant or an Airport Participant) shall establish and maintain at the Clearing Bank a dedicated clearing account (a "PFC Clearing Account") for purposes of making and/or receiving PFC remittances. If the Subscribing Participant is an Airline Participant and maintains a clearing account at the Clearing Bank for purposes of ACH Settlements or other recurring airline industry settlements (an "Airline Settlement Clearing Account"), the Subscribing Participant may, unless it becomes a "covered air carrier" as defined in 14 C.F.R. § 158.3, use such Airline Settlement Clearing Account as its PFC Clearing Account;

(ii) Prior to the deposit deadline for each PFC Settlement, as specified in the PFC Settlement Regulations, the Subscribing Participant shall make available in its PFC Clearing Account amounts sufficient to fund its net remittance obligations for such PFC Settlement, as reported by the Clearing House and the Clearing Bank;

(iii) The Subscribing Participant shall execute and deliver to the Clearing Bank such account documentation as it may reasonably require from time to time, including documentation confirming the Clearing Bank's authority to withdraw net remittance amounts from, or deposit such amounts to, the Subscribing Participant's PFC Clearing Account for purposes of effecting PFC Settlements;

(iv) The Subscribing Participant shall utilize and observe and comply with data formats, settlement timetables, security procedures and other rules and procedures governing participation in and implementation of PFC Settlements set forth in the PFC Settlement Regulations;

(v) Commencing at such time as the Clearing House has notified PFC Settlement Participants that quarterly reporting of PFCs and related information, as provided for under 14 C.F.R. § 158.63 and/or § 158.65, is available through PFC Settlements, the Subscribing Participant shall report the required information in compliance with the PFC Settlement Regulations; and

(vi) The Subscribing Participant hereby designates and appoints the Clearing House as its agent, and authorizes the Clearing House to delegate to the Clearing Bank as its sub-agent, to perform the functions described in paragraph 3(a).

### 3. Clearing House/Clearing Bank Functions.

- (a) In connection with each PFC Settlement, the Clearing House shall, through the Clearing Bank:
  - (i) Receive from all Airline Participants (including the Subscribing Participant, if it is an Airline Participant) their reports ("PFC Remittance Reports") of the amounts of their respective PFC remittance obligations to individual Airport Authorities, net of any Permitted Deductions from such remittances;
  - (ii) Aggregate, for each Airport Authority and for each commercial service airport operated by an Airport Authority that operates more than one such airport, the PFC remittance amounts reported for such Airport Authority or, if applicable, for each of its commercial service airports, by all Airline Participants;
  - (iii) Generate and make available to each Airline Participant a settlement report showing (A) the PFC remittance amounts reported by such Airline Participant for each Airport Authority and for each commercial service airport operated by an Airport Authority that operates more than one such airport; (B) the net remittance amount derived from aggregating all such reported PFC remittance amounts; (C) the applicable PFC Settlement fees payable by such Airline Participant to the Clearing House; and (D) the total amount owed by such Airline Participant in such PFC Settlement (i.e., the sum of the amounts referred to in clauses (B) and (C));
  - (iv) Generate and make available to each Airport Authority a settlement report showing for such Airport Authority and, if it operates more than one commercial service airport, for each such airport (A) the PFC remittance amounts, net of Permitted Deductions, reported by each Airline Participant that has reported PFCs for such Airport Authority; (B) the total of all such net remittance amounts; and (C) the applicable PFC Settlement fees payable to the Clearing House by such Airport Authority if it is an Airport Participant. In the case of an Airport Authority that is an Airport Participant, such settlement reports will be provided on line; and
  - (v) On the date of each PFC Settlement (i) withdraw from each Airline Participant's PFC Clearing Account the total amount owed by such Airline Participant in such PFC Settlement (as shown in the settlement report referred to in paragraph 3(a)(iii)); (ii) deposit in the PFC Clearing Account of each Airport Participant the total amount owed to such Airport Participant in such PFC Settlement, as reflected in the settlement report made available to such Airport Participant; (iii) remit the total amount owed to each Airport Authority that is not an Airport Participant, i.e., the total amount reflected in the settlement report made available to such Airport Authority, by check or in such other manner as the Airport Authority, the Clearing Bank and the Clearing House may agree; and (iv) credit applicable PFC Settlement fees to the account of the Clearing House.
- (b) The Clearing House also will -
  - (i) Arrange for the Clearing Bank, subject to receipt of customary account documentation and payment of applicable account fees, to establish and maintain a PFC Clearing Account for any PFC Settlement Participant that does not maintain an Airline Settlement Clearing Account;
  - (ii) Maintain with the Clearing Bank a dedicated concentration/disbursement account in which PFC remittances received from Airline Participants will be held pending disbursement to Airport Authorities that are not Airport Participants;
  - (iii) Commencing at such time as the Clearing House has notified PFC Settlement Participants that quarterly reporting of PFCs, as provided for under 14 C.F.R. § 158.65, is available through PFC Settlements, make the information required for each PFC Settlement Participant's quarterly reports available to such PFC Settlement Participant on the PFC Settlement website or as otherwise provided in the PFC Settlement Regulations; provided, however, that such quarterly reporting information shall not be made available in any case in which the Airline Participant and an Airport Participant have, by joint written notice, informed the Clearing House and the Clearing Bank that they have elected to maintain separate quarterly reporting arrangements;

(iv) Retain records of each PFC Settlement for not less than seven (7) years and make such records directly accessible to PFC Settlement Participants through the PFC Settlement website for not less than eleven (11) months after the date of such PFC Settlement; and

(v) Maintain on its PFC Settlement website, or otherwise make readily accessible to PFC Settlement Participants at all times, (A) the PFC Settlement Regulations, and (B) listings of all Participating Airlines and all Participating Airports.

(c) Details regarding the timing of PFC Settlements, the form, manner and timing of submission of PFC Remittance Reports, the preparation and availability of the settlement reports referred to in paragraphs 3 (a)(iii) and (iv) above (collectively, "PFC Settlement Reports") and withdrawal of settlement amounts from, and deposit of such amounts to, PFC Settlement Participants' Clearing Accounts are set forth in the PFC Settlement Regulations.

(d) PFC Remittance Reports and PFC Settlement Reports pertaining to PFC remittances by the Subscribing Participant (if the Subscribing Participant is an Airline Participant) to any Airport Authority and the data contained in such reports shall be accessible only to the Subscribing Participant and such Airport Authority, to the Clearing House and to the Clearing Bank, and such reports and information shall under no circumstances be available to any other PFC Settlement Participant or Airport Authority.

**4. PFC Settlement Fees.** As compensation to the Clearing House for conducting PFC Settlements, the Subscribing Participant shall pay to the Clearing House the PFC settlement fees set forth in the fee schedule that is (i) appended to this Agreement, or (ii) following any modification of such fee schedule, set forth in the PFC Settlement Regulations. Commencing no earlier than January 1, 2018 the Clearing House may modify the fee schedule, effective upon not less than three (3) months' prior written notice to the Subscribing Participant (and all other PFC Settlement Participants); provided, however, that fees may not be increased more than once in any twelve-month period. The Subscribing Participant also shall pay any applicable maintenance, service, or other account fees charged from time to time by the Clearing Bank. Fees payable to the Clearing House shall be included in PFC Settlement Reports and paid through PFC Settlements.

## **5. PFC Settlement Advisory Board.**

(a) A PFC Settlements advisory board (the "Advisory Board") will meet at least semi-annually (a) to evaluate the functioning of PFC Settlements as a cost-effective, centralized process for reporting and remitting PFCs; (b) to consult with the Clearing House (and with the Clearing Bank, as appropriate) on operational and cost issues (including proposed changes in PFC settlement fees) and any proposed enhancements; and (c) to consider any proposed amendment of the PFC Settlement Regulations proposed by an Advisory Board member.

(b) No later than June 30, 2017 the Clearing House will organize and convene the first meeting of the Advisory Board, which will consist initially of the Secretary-Treasurer of the Clearing House and five (5) representatives chosen by Airline Participants. The number of seats on the Advisory Board will increase as and when Airport Authorities become Airport Participants. For every five (5) Airport Authorities that become Airport Participants, up to a maximum of twenty-five (25) Airport Participants, Airport Participants will be entitled to choose one Advisory Board representative, so that after there are twenty-five (25) Airport Participants the Advisory Board will be comprised of the Secretary-Treasurer of the Clearing House, five (5) representatives chosen by Airline Participants and five (5) representatives chosen by Airport Participants. No Airline Participant or Airport Participant or group of affiliated Airline Participants or Airport Participants will be permitted to have more than one representative on the Advisory Board.

(c) Rules governing election of Advisory Board members and conduct of Advisory Board meetings will be set out in by-laws (the "Advisory Board By-Laws") developed by the Clearing House and subject to approval by the Advisory Board at its first meeting. The Advisory Board By-Laws will be subject to amendment by two-thirds (2/3) vote of the members of the Advisory Board, with the approval of the Board of Directors of the Clearing House. The Advisory Board By-Laws, together with a listing of the members of the Advisory Board (which shall be updated periodically by the Clearing House) will be made available to PFC Settlement Participants on the PFC Settlement website or as otherwise provided in the PFC Settlement Regulations.

## 6. **Representations and Warranties; Covenants.**

- (a) The Subscribing Participant hereby represents and warrants that:
- (i) It is duly organized, validity existing, and in good standing under the laws of the United States, a state, district, territory, or possession of the United States, or the country of its organization;
  - (ii) If it is an Airline Participant, it is an air carrier or foreign air carrier (each as defined in 14 C.F.R. § 1.1) that is required to collect and remit PFCs;
  - (iii) If it is an Airport Participant, it is authorized by the FAA to require air carriers to collect, report and remit PFCs;
  - (iv) It has all requisite right, power, authority, corporate or otherwise, to become a party to this Agreement and perform the obligations of an Airline Participant or Airport Participant, as applicable, under this Agreement and the PFC Settlement Regulations;
  - (v) Its execution, delivery, and performance of this Agreement and compliance with this Agreement and the PFC Settlement Regulations: (A) have been duly authorized by all necessary corporate actions on the part of the Subscribing Participant (none of which actions has been modified or rescinded, and all of which actions are in full force and effect); (B) will not contravene any applicable laws or regulations or any judgment, order or decree of any court or governmental agency to which the Airline Participant is party or by which it is bound; and (C) to the best of its knowledge will not contravene any other agreement to which it is party or by which it is bound, including, without limitation, any airport lease or use agreement or similar agreement pertaining to development, use or financing of airport facilities (an "Airport Facility Agreement"); and
  - (iv) This Agreement constitutes the valid and binding obligation of the Subscribing Participant, enforceable in accordance with its terms.

(b) The Clearing House hereby represents and warrants that (i) it is duly organized, validity existing, and in good standing under the laws of the State of Delaware; (ii) it has all requisite right, power and corporate authority to execute and deliver and perform its obligations under this Agreement and the PFC Settlement Regulations; (iii) its execution, delivery, and performance of this Agreement and compliance with this Agreement and the PFC Settlement Regulations have been duly authorized by all necessary corporate actions (none of which actions has been modified or rescinded, and all of which actions are in full force and effect and will not contravene any applicable laws or regulations or any judgment, order or decree of any court or governmental agency to which the Clearing House is party or by which it is bound; and (iv) this Agreement constitutes the valid and binding obligation of the Clearing House, enforceable in accordance with its terms.

(c) If the Subscribing Participant is an Airline Participant it will be solely responsible for the accuracy and completeness of its PFC Remittance Reports, including all PFC remittance amounts and Permitted Deductions set forth in such Reports.

(d) The Subscribing Participant acknowledges and agrees that (i) it will bear sole responsibility for its own compliance with applicable FAA regulations and other laws and regulations pertaining to PFCs; (ii) any dispute concerning any reported PFC remittance amount or concerning any Permitted Deduction must be resolved between the Subscribing Participant and the affected Airline Participant or Airport Authority, as applicable; (ii) the sole responsibility of the Clearing House and the Clearing Bank with respect to the amounts of PFC remittances and Permitted Deductions set forth in PFC Remittance Reports is accurately to incorporate such amounts in the corresponding PFC Settlement Reports; and (iii) neither the Clearing House nor the Clearing Bank will have any responsibility or obligation with respect to collection or payment of amounts owed by or to any PFC Settlement Participant, other than the obligation to withdraw funds from Airline Participants' Clearing Accounts and to remit funds to Airport Authorities as provided in paragraph 3(a)(v) of this Agreement.



(e) If it is an Airline Participant, the Subscribing Participant (i) covenants and agrees that its PFC Remittance Reports will not, and as of the date of submission of each PFC Remittance Report it represents and warrants that such PFC Remittance Report does not, contain any information or data that would permit identification of any individual or disclosure of any other information or data, retention, transmission or loss or destruction of which is subject to regulation under the laws of any jurisdiction in which the Subscribing Participant operates; (ii) covenants and agrees that all PFC Remittance Reports and related information or data that it transmits to the Clearing House, the Clearing Bank or the PFC Settlements website, will be scanned prior to transmission, using current, commercially available, industry-recognized antivirus software of a type that detects and disinfects viruses automatically, without the need for the Subscribing Participant to conduct manual virus scanning; and (iii) covenants and agrees to update its antivirus software and to take other commercially reasonable steps, consistent with industry standards, to minimize risks of (A) unauthorized access to PFC Remittance Reports, PFC Settlement Reports or related information or data transmitted to or maintained by the Clearing House or the Clearing Bank, or (B) damage to, corruption of or interference with software, data or communications pertaining to PFC Settlements.

(f) Insofar as the Clearing House delegates to the Clearing Bank functions specified in paragraph 3 of this Agreement, the Subscribing Participant will cooperate with the Clearing House and the Clearing Bank to cause such functions to be carried out in a coordinated, effective and timely manner. Subject to such cooperation by the Subscribing Participant, the Clearing House will perform and/or cause the Clearing Bank to perform the functions described in paragraph 3 with promptness, diligence and in a professional manner, in accordance with the practices and professional standards used by, and consistent with levels of performance achieved by, well-managed operations performing similar functions, as reflected in the service levels specified in the PFC Settlement Regulations.

(g) EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, PFC SETTLEMENTS AND THE RELATED FUNCTIONS OF THE CLEARING HOUSE AND THE CLEARING BANK UNDER THIS AGREEMENT AND THE PFC SETTLEMENT REGULATIONS ARE SUBJECT TO NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND ALL IMPLIED WARRANTIES OR CONDITIONS (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR ANY PARTICULAR USE, MERCHANTABILITY OR NON-INFRINGEMENT) ARE HEREBY EXPRESSLY EXCLUDED. WITHOUT LIMITING THE FOREGOING, THE CLEARING HOUSE DOES NOT WARRANT THAT OPERATION OF THE PFC SETTLEMENT WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE SUBSCRIBING PARTICIPANT IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS THAT COULD BE CAUSED BY ANY INTERRUPTION OR MALFUNCTION AFFECTING THE PFC SETTLEMENT WEBSITE.

(h) The liability of the Clearing House to the Subscribing Participant for any breach of this Agreement shall in no event exceed the aggregate amount of the fees received by the Clearing House from the Subscribing Participant under this Agreement during the twelve (12) months preceding the breach. In no event shall the Clearing House be liable to the Subscribing Participant, or shall the Subscribing Participant be liable to the Clearing House, or liable to any other PFC Settlement Participant, for any special, incidental, consequential, punitive or exemplary damages whatsoever (including, without limitation, damages for business interruption or other pecuniary loss), whether arising in contract or tort, arising out of or relating to this Agreement, the PFC Settlement Regulations, or any PFC Settlement, even if the party against which such damages might be asserted has been advised of the possibility of such damages.

(i) Insofar as the Subscribing Participant and any other PFC Settlement Participant (other than any other PFC Settlement Participant that has identified the Subscribing Participant as a Designated Participant or has been so identified by the Subscribing Participant) are parties to any Airport Facility Agreement whose terms might be construed to require that PFCs be reported or remitted in a manner that is inconsistent with PFC Settlements, the Subscribing Participant (A) hereby waives such requirements and agrees that will be satisfied for all purposes by PFC reporting and remittance in compliance with this Agreement; and (B) covenants and agrees to cooperate with such other PFC Settlement Participant in assuring that any PFC auditing requirements of any such Airport Facility Agreement will be satisfied through use of the PFC Settlement Reports and related information provided under this Agreement.

(j) The Clearing House agrees to use its commercially reasonable efforts to assist the Subscribing Participant and any other PFC Settlement Participant (other than any other PFC Settlement Participant that has identified the Subscribing Participant as a Designated Participant or has been so identified by the Subscribing Participant) in resolving any perceived or potential inconsistencies between (i) reporting and remitting PFCs through PFC Settlements and (ii) any requirements of any Airport Facility Agreements to which they are parties.

(k) If the Subscribing Participant is an Airline Participant, the Clearing House agrees to assist it in explaining PFC Settlements to Airport Authorities that are not Airport Participants.



**7. Term; Renewal; Termination.**

(a) Unless previously terminated, this Agreement shall remain in effect for an initial term expiring on the third anniversary of the Effective Date and thereafter shall be renewed automatically for successive terms of one (1) year each; provided, however, that (i) the Subscribing Participant may, by giving the Clearing House written notice of non-renewal not less than ninety (90) days prior to the expiration of the initial term or any renewal term, terminate this Agreement effective at the end of such term; and (ii) the Clearing House may, by giving written notice of non-renewal to the Subscribing Participant not less than ninety (90) days prior to the expiration of the initial term or any renewal term, terminate this Agreement effective at the end of such term.

(b) Termination of this Agreement as it relates to either party shall not affect any rights or obligations of such party arising prior to the effectiveness of such termination.

**8. Force Majeure.**

(a) Subject to paragraph 8(b) below, neither the Clearing House nor the Subscribing Participant shall be liable for any breach or delay in performance of its obligations under this Agreement if and to the extent that such breach or delay is directly caused by (i) fire, flood, earthquake or act of God; (ii) war, riot, rebellion, terrorism, civil disorder or revolution; (iii) epidemic or outbreak of disease; (iv) strikes, lockouts or other labor disputes; or (v) other causes similar to the above that are beyond the reasonable control of the party whose performance is affected (any such occurrence being hereinafter referred to as a "Force Majeure Event").

(b) Upon the occurrence of a Force Majeure Event the non-performing party shall (i) immediately notify the other party of the occurrence of the Force Majeure Event, describing the circumstances in reasonable detail and giving an estimate of when performance will recommence; and (ii) use commercially reasonable efforts to perform or to recommence performing its obligations as soon as commercially reasonable.

## 9. **Miscellaneous.**

(a) Entire Agreement. This Agreement, as supplemented by the PFC Settlement Regulations, constitutes the entire agreement between the Clearing House and the Subscribing Participant regarding PFC Settlements and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, pertaining to the subject matter hereof. In the event of any inconsistency between this Agreement and the PFC Settlement Regulations, the provisions of this Agreement shall govern.

(b) Assignment. No party may assign, novate or otherwise transfer or dispose of any of its rights or obligations under this Agreement except to an affiliate of such party or to an entity that acquires all or substantially all of the business of such party, and in each case, such affiliate or entity executes an agreement setting forth its covenant and agreement to be bound by the provisions of this Agreement.

(c) Severability. In the event that any of the provisions of this Agreement or the PFC Settlement Regulations, or the application thereof to any party or circumstances, shall be finally determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement and the PFC Settlement Regulations, or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law.

(d) Notices. All notices and other communications required or permitted to be given, served, or sent to the Subscribing Participant or to the Clearing House shall be given as provided in the PFC Settlement Regulations.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws.

(f) Headings; CFR References. Headings contained in this Agreement are included for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning of any of the provisions hereof. Citations in this Agreement to definitions and other provisions of the FAA Regulations codified at 14 C.F.R. Part 158, except the reference in paragraph 9 (g) below, refer to the version of such Regulations in effect on March 1, 2016.

(g) Compliance with FAA Regulations. Nothing contained in this Agreement shall be construed to relieve the Subscribing Participant of any of its obligations under any current or future FAA Regulations or other laws or regulations governing collection or remittance of PFCs, including without limitation the regulations now codified at 14 C.F.R. Part 158. The Subscribing Participant is responsible for its own compliance with all such laws and regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of Effective Date (as specified below).

**Effective Date:** \_\_\_\_\_

**AIRLINES CLEARING HOUSE, INC.,**

**a Delaware corporation**

By: \_\_\_\_\_

Lori J. Tully

Managing Director, Revenue Accounting and  
Secretary Treasurer

**SUBSCRIBING PARTICIPANT:**

\_\_\_\_\_

Name of entity

Type of Participant (check one):

☐ Airline Participant

☐ Airport Participant

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Until further notice as provided in the PFC Settlement Regulations, notices and other communications are to be addressed to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

## PFC SETTLEMENTS CLEARING HOUSE FEE SCHEDULE

Fees as detailed below shall be payable to the Clearing House by each PFC Settlement Participant commencing the first month in which the PFC Settlement Participant reports and remits or receives PFCs through a PFC Settlement (such PFC Settlement Participant's "PFC Settlement Commencement Month"); provided, however, that for any PFC Settlement Participant that begins reporting and remitting, or receiving remittances of, PFCs through PFC Settlements prior to January 1, 2017, the fees that otherwise would be payable shall be waived for the PFC Settlement Commencement Month and the next five months thereafter (a total of six (6) months).

Monthly Fee	Effective Date
\$125	March 1, 2016

# PFC Regulations

## 1. Objectives of PFC Settlements; Function of PFC Settlements Regulations; PFC Settlements Handbook

PFC Settlements managed under the auspices of Airlines Clearing House, Inc. (the "**Clearing House**") offers a cost-effective, standardized and centralized process for reporting and remittance of approved passenger facility charges (as more fully defined in sub-paragraph 1.2.3 below, "**PFCs**") payable by air carriers to airports throughout the United States. Air carriers and airports that have agreed to participate in PFC Settlements are parties to the Passenger Facility Charge Reporting and Remittance Agreement (as more fully defined in sub-paragraph 1.2.4 below the "**PFC Settlement Agreement**"). These PFC Settlement Regulations supplement and implement the PFC Settlement Agreement by addressing operational and technical matters in a manner that will permit prompt revision and updating. Background information and additional details concerning the PFC Settlements System are contained in the User Guide Section of the PFC Settlements Handbook available on the PFC Settlements Website.

### 1.1 Relationship to PFC Settlement Agreement

Nothing contained in these PFC Settlement Regulations may be construed to conflict with, or to alter the obligations of any party under, the PFC Settlement Agreement. In the event of any inconsistency between these PFC Settlement Regulations and the PFC Settlement Agreement, the terms of the PFC Settlement Agreement shall govern.

### 1.2 Definitions

As they are used in these PFC Settlement Regulations, the following terms have the meanings set forth below:

#### 1.2.1 Amended MSA

The Clearing Bank Master Services Agreement, as amended from time to time, between Clearing House and Clearing Bank.

#### 1.2.2 Final Settlement Reports Date

The date in which Settlement Reports, when downloaded from the PFC Settlements System, are considered final and the values contained within are used by the Clearing House when conducting the PFC Settlement. PFC Settlement Reports downloaded prior to the Final Settlement Date for a given Sales Period are considered preliminary.

#### 1.2.3 PFC

A passenger facility charge imposed with the approval of the Federal Aviation Administration (the "FAA"), by a public agency on passengers enplaned at a commercial service airport it controls within the United States.

#### 1.2.4 PFC Settlement Agreement

The PFC Passenger Facility Charge Reporting and Remittance Agreement between the Clearing House and each PFC Settlement Participant. A copy of the Agreement is contained in the PFC Settlements Handbook.

#### 1.2.5 PFC Settlements Calendar

The calendar for PFC Settlements produced and published annually by the Clearing House. It contains deadline dates and times for each Sales Period.

#### 1.2.6 PFC Settlements Participant Roster

As defined in Paragraph 2 below.

#### 1.2.7 PFC Settlements Handbook

Contains a manual for the PFC Settlements System; the PFC Settlement Agreement and these Regulations; the application for opening a U.S. Bank account; a User Guide to the PFC Settlements System; and a link to the Code of Federal Regulations for PFCs.

## 1.2.8 PFC Settlements System

A web-based application that PFC Settlement Participants access for reporting of PFC remittances.

## 1.2.9 Sales Period

The period beginning on the first day of any calendar month, through and including the last day of the same month, for which PFC remittances, less permitted deductions, are required to be made by the last day of the following month (or, if applicable, the next succeeding business day) under C.F.R. § 158.51.

## 1.2.10 Secretary-Treasurer

The Secretary-Treasurer of the Clearing House.

## 1.2.11 SinglePoint

The Clearing Bank's online Treasury Management application.

## 1.2.12 System Closure

The scheduled date and time, as specified in the PFC Settlements Calendar, at which the PFC Settlements System will cease to be available to accept PFC Remittance Reports for a given Sales Period.

**Other Defined Terms; Internal References.** Capitalized terms used and not otherwise defined in these PFC Settlement Regulations have the same meanings as in the PFC Settlement Agreement. References to paragraphs of these PFC Settlement Regulations include their constituent subparagraphs. (For example, a reference to Paragraph 1 includes this sub-paragraph 1.2).

## 2. Participants in PFC Settlements: PFC Settlement Participant Roster

In conformity with Paragraph 3 (b)(v) of the PFC Settlement Agreement, the Clearing House maintains a listing (the "PFC Settlement Participant Roster") of all Airline Participants and Airport Participants that have become parties to the PFC Settlement Agreement. Additionally, it shall also include a listing of other Airports that are authorized to receive PFC remittances through PFC Settlements. The PFC Settlement Participant Roster is available for inspection on the PFC Settlements Website ([www.pfcsettlements.com](http://www.pfcsettlements.com)) maintained by the Clearing House.

The PFC Settlement Participant Roster includes for each PFC Settlement Participant:

Name and identification code of such PFC Settlement Participant (as described below), the current office address, e-mail address and phone number for the party to whom any notices to such PFC Settlement Participant should be directed.

Until and unless a PFC Settlement Participant requests otherwise, by written notice to the Clearing House, the notice/contact information for such PFC Settlement Participant, specified in the PFC Settlement Participant Roster, will be the information provided by the PFC Settlement Participant in its PFC Settlement Agreement.

Airports who have not chosen to become a PFC Settlement Participant will be listed in the PFC Settlement Participant Roster. Such listing will also contain the address at which PFC Remittance checks will be mailed. Addresses are those contained in the PFC Remittance Directory as provided by Airlines for America until notified otherwise by the respective Airport.

## 2.1 Identification Codes

Airports shall each be assigned a unique Identification Code consisting of 5 characters for use in the PFC Settlements System. Airline Participants' Identification Codes shall be their existing Designator and Accounting Codes.



## 3. Clearing Bank

The clearing and settlement function of each PFC Settlement is performed by U.S. Bank National Association, the "Clearing Bank".

The maintenance of PFC Clearing Accounts and the clearing and settlement function performed by the Clearing Bank are under the supervision of:

Ms. Debbie Dorsey  
Vice President and Manager  
Commercial Customer Service  
U.S. Bank  
5065 Wooster Pike  
Cincinnati, OH 45226  
Phone: 800-377-3053  
E-Mail: [Deborah.m.dorsey@usbank.com](mailto:Deborah.m.dorsey@usbank.com)

Ms. Patti Saddler  
Assistant Vice President and Team Lead  
Commercial Customer Service  
U.S. Bank  
5065 Wooster Pike  
Cincinnati, OH 45226  
Phone: 800-377-3053  
[Patti.m.saddler@usbank.com](mailto:Patti.m.saddler@usbank.com)

PFC Settlements will be conducted on the Settlement Date for each month shown in the PFC Settlements Calendar. The Clearing Bank will debit the PFC Clearing Accounts of the Airline Participants that have net PFC remittance obligations and credit the PFC Clearing Accounts of the Airport Participants to which net PFC remittances are owed. Such net remittance amounts are shown in the applicable PFC Settlement Reports.

Amounts owed to Airport Authorities that have not chosen to become Airport Participants will be remitted by check, unless otherwise agreed among an Airport Authority, the Clearing House and the Clearing Bank. Any question regarding PFC remittance checks should be directed to:

Airlines Clearing House, Inc.  
1275 Pennsylvania Ave., NW, Suite 1300  
Washington, DC 20004  
Phone: 202-626-4144  
Email: [ach@airlines.org](mailto:ach@airlines.org)

Each PFC remittance made by check will be accompanied by a check stub or other record identifying the Sales Period to which the remittance relates, listing the name and remittance amount for each Airline Participant for which a remittance is included in the total amount of the check.

PFC remittances for each month that are issued by check will be mailed via USPS first class mail, on the date specified in the PFC Settlements Calendar, to the Airport Authority at the address contained in the PFC Settlement Participant Roster.

## 4. PFC Remittance Reports

An Airline Participant's PFC Remittance Report for each Sales Period for which it has PFC activity will contain the aggregate amount of PFCs to be reported, net of Permitted Deductions, to each Airport Authority to which any payments will be due with respect to that period. PFC Remittance Reports for each Sales Period must be submitted no later than the System Closure Date and time shown for such Sales Period in the PFC Settlements Calendar. Detailed information concerning the data elements and format for PFC Remittance Reports is contained in the User Guide Section of the PFC Settlements Handbook.

If, for any Airport Authority, the Permitted Deductions that an Airline Participant would be authorized to report and recover for any Sales Period exceed the aggregate amount of PFCs to be reported and remitted to such Airport Authority for the same period, the Airline Participant may report only the portion of the Permitted Deductions that can be set off currently against PFCs (without prejudice to its right subsequently to report and recover the balance of such Permitted Deductions).

### 4.1 No Reported PFC Activity

In an Airline Participant that previously has submitted PFC Remittance Reports has not submitted a PFC Remittance Report for a Sales Period by 12:00 Noon, local time in New York City, on the System Closure Date for such Sales Period, the Clearing House will attempt to contact the Airline Participant to confirm that no PFC Remittance Report for such Sales Period will be forthcoming from the Airline Participant.

### 4.2 Changes after a Sales Period has Closed

Between the time that an Airline Participant submits a PFC Remittance Report for a Sales Period and the scheduled Settlement Date for such Sales Period, changes to such PFC Remittance Report can only be made by the Clearing House. An Airline Participant that wishes to make such a change must contact the Clearing House at 202-626-4144 or ach@airlines.org for assistance by no later than 12:00 Noon, local time in New York City, on the scheduled Settlement Date.

### 4.3 Quarterly Reporting

Commencing at such time as the Clearing House has notified all PFC Settlement Participants that quarterly reporting of PFCs is available through PFC Settlements, PFC Remittance Reports must contain, in addition to the other remittance amounts referred to in this Paragraph 5, for each Airport Authority, the total number of PFCs collected, the total dollar amount of PFCs collected, the total number of PFCs refunded, the total dollar amount of PFCs refunded and the total amount of collection compensation.

## 5. PFC Settlement Reports

For each Sales Period for which it has any reported PFC activity, each PFC Settlement Participant will receive a PFC Settlement Report containing (i) the applicable information summarized in Paragraph 5 (ii) any applicable PFC Settlements fees owed to the Clearing House; and (iii) the net amount owed to or owed by such PFC Settlement Participant for such Sales Period. The PFC Settlement Reports for each Sales Period will be made available on the Final Settlement Reports Date for such Sales Period, as specified in the PFC Settlements Calendar. Each PFC Settlement Participant will be able to access its PFC Settlement Report for any Sales Period on line through the PFC Settlements System for eleven (11) months following the Settlement Date for such Sales Period. Thereafter, a PFC Settlement Participant may, at any time within seven (7) years following the Settlement Date for a Sales Period, obtain its PFC Settlement Report for such Sales Period by sending a request to the Clearing House by email to ach@airlines.org.

### 5.1 Airport Participants

The PFC Settlement Report for each Airport Participant will contain the remittance amounts, net of Permitted Deductions, reported for the applicable Sales Period for such Airport Participant (and for each commercial service airport operated by an Airport participant that operates more than one such airport) by each Airline Participant.

### 5.2 Airline Participants

The PFC Settlement Report for each Airline Participant will contain the remittance amounts, net of Permitted Deductions, reported for the applicable Sales Period by such Airline Participant for each Airport (and for each commercial service airport operated by an Airport participant that operates more than one such airport).

## 6. PFC Settlements Calendar

The PFC Settlements Calendar specifies the deadline dates and times for the monthly PFC Settlements during each calendar year. The PFC Settlements Calendar for each year is issued by November 1st of the preceding year and is available on the PFC Settlements Website and in the Overview Section of the PFC Settlements Handbook (also available on the PFC Settlements Website).

## 7. Settlement Timing

Settlements for PFC remittances are conducted monthly on the Settlement Date shown in the PFC Settlements Calendar and will occur no later than 5:00 p.m., local time in New York City.

### 7.1 Notification of Amounts Due

Clearing House shall send notification of amounts due to each PFC Settlement Participant in which the PFC Settlement Participant has activity for the applicable Sales Period. Such notification shall be sent via e-mail to the representative(s) of each PFC Settlement Participant who is designated under Paragraph 14 of these PFC Settlement Regulations to receive notices.

PFC Settlement Participants may notify the Clearing House at [ach@airlines.org](mailto:ach@airlines.org) of any changes to its designated representative(s).

### 7.2 Creditors

No later than 5:00 p.m. local time in New York City, on each Settlement Date, the Clearing Bank will credit the PFC Clearing Account of each Airport Participant with the aggregate PFC remittance amount shown on the Airport Participant's PFC Settlement Report for the related Sales Period.

### 7.3 Debtors

Each Airline Participant whose PFC Settlement Report for a Sales Period shows that it owes a net remittance amount must ensure that funds at least sufficient to pay that amount, are available in its PFC Clearing Account by no later than 2:00 p.m. local time in New York City on the Settlement Date for such Sales Period specified in the PFC Settlements Calendar.

### 7.4 Debtors Funds Not Made Available

In the event funds are not available from a debtor, a Delinquent PFC Settlement Participant, by the date and time specified in the PFC Settlements Calendar, all transactions for that Sales Period, involving such Delinquent PFC Settlement Participant, shall be excluded from the PFC Settlement.

Clearing House shall notify all affected PFC Settlement Participants of such exclusion.

Settlement Reports shall be revised to exclude all amounts due or from such Delinquent PFC Settlement Participant.

### 7.5 Debtor Funds Made Available After Deadline

If the debtor makes funds available to satisfy all amounts due, including applicable penalties as specified in Paragraph 8.8, on or before 12:00 noon, local time in New York City, on the next business day following the scheduled PFC Settlement Date and so notifies the Clearing House, the Clearing House shall arrange for the Clearing Bank to conduct an unscheduled Supplemental Settlement to settle such remittance obligations.

Clearing House shall notify all affected PFC Settlement Participants of such Supplemental Settlement.

Settlement Reports shall be revised to include all amounts due or from such previously Delinquent PFC Settlement Participant.

### 7.6 Debtor Funds Not Made Available Before 12:00 Noon Next Business Day

If the Delinquent PFC Settlement Participant has not made sufficient funds available and so notified the Clearing House, by 12:00 noon, local time in New York City on the next business day following the scheduled PFC Settlement date, such PFC Settlement Participant shall be precluded from clearing such PFC remittances through any PFC Settlement.

## 7.7 Delinquent PFC Settlement Participants

If a PFC Settlement Participant becomes a Delinquent PFC Settlement Participant more than twice within a period of twelve (12) consecutive months, such PFC Settlement Participant shall automatically cease to be eligible to participate in further PFC Settlements.

## 7.8 Penalties

A penalty in the amount of \$500 shall be assessed to a Delinquent PFC Settlement Participant. Such penalty shall be deducted from the PFC Clearing Account of the Delinquent PFC Settlement Participant by the Clearing Bank and paid to the Clearing House.

## 8. Fees Payable to the Clearing House

The fees payable to the Clearing House by PFC Settlement Participants are governed by Paragraph 4 of the PFC Settlement Agreement. As of March 2, 2016 the fee schedule is as follows:

### PFC SETTLEMENTS CLEARING HOUSE FEE SCHEDULE

Fees as detailed below shall be payable to the Clearing House by each PFC Settlement Participant commencing the first month in which the PFC Settlement Participant reports and remits or receives PFCs through a PFC Settlement (such PFC Settlement Participant's "PFC Settlement Commencement Month"); provided, however, that for any PFC Settlement Participant that begins reporting and remitting, or receiving remittances of, PFCs through PFC Settlements prior to January 1, 2017, the fees that otherwise would be payable shall be waived for the PFC Settlement Commencement Month and the next five months thereafter (a total of six (6) months).

Monthly Fee	Effective Date
\$125	March 1, 2016

## 9. PFC Settlement Advisory Board

As provided in the PFC Settlement Agreement, the PFC Advisory Board will meet at least semi-annually (a) to evaluate the functioning of PFC Settlements as a cost-effective, centralized process for reporting and remitting PFCs; (b) to consult with the Clearing House (and with the Clearing Bank, as appropriate) on operational and cost issues (including proposed changes in PFC settlement fees) and any proposed enhancements; and (c) to consider any proposed amendment of the PFC Settlement Regulations proposed by an Advisory Board Member.

### 9.1 Composition of the Advisory Board

The Advisory Board will initially consist of five representatives elected by Airline Participants, and the Secretary-Treasurer of the Clearing House. The number of seats on the Advisory Board will increase as and when Airport Authorities become Airport Participants. For every five (5) Airport Authorities that become Airport Participants, up to a maximum of twenty-five (25) Airport Participants, Airport Participants will be entitled to choose one Advisory Board Representative, so that after there are twenty-five (25) Airport Participants the Advisory Board will be comprised of the Secretary-Treasurer of the Clearing House, five (5) representatives chosen by Airline Participants and five (5) representatives chosen by Airport Participants. No Airline Participant or Airport Participant or group of affiliated Airline Participants or Airport Participants will be permitted to have more than one representative on the Advisory Board.

### 9.2 Advisory Board Rules

Rules governing election of the Advisory Board Members, Officers, the meetings and conduct at such Advisory Board meetings will be set out in by-laws (the "Advisory Board By-Laws") developed by the Clearing House and subject to approval by the Advisory Board at its first meeting.

### 9.3 Advisory Board By-Laws

The Advisory Board By-Laws will be subject to amendment by two-thirds (2/3) vote of the Members of the Advisory Board, with the approval of the Board of Directors of the Clearing House. The Advisory Board By-Laws, together with a listing of the members of the Advisory Board will be made available to PFC Settlement Participants on the PFC Settlement website or as otherwise provided in the PFC Settlement Regulations.

## 9.4 First Meeting of the Advisory Board

No later than June 30, 2017 the Clearing House will organize and convene the first meeting of the Advisory Board.

## 9.5 PFC Settlement Advisory Board By-Laws Effective as of June 1<sup>st</sup>, 2017

**The representatives on the advisory board are as follows:**

Lori Tully - Airlines Clearing House, Managing Director, Revenue Accounting and Secretary Treasurer

Matt Wiley - American Airlines, Director, Revenue Accounting and Control

Jenny Benjamin - Alaska Airlines, Manager, Interline Accounting and Revenue Recognition

Heather Abbey - Frontier Airlines, Manager, Revenue Accounting

Vincent Handrahan - Cape Air, Accounting Manager

Michael Phemister - DFW, Vice President Treasury Management

**The approved by-laws are as follows:**

### ARTICLE I: Duties of the Advisory Board

1. The Advisory Board has been established pursuant to the Passenger Facility Charge Reporting and Remittance Agreement and is subject to that Agreement.
2. The Advisory Board shall evaluate the functioning of PFC Settlements as a cost-effective, centralized process for reporting and remitting PFCs.
3. The Advisory Board shall consult with the Clearing House on operational and cost issues, including proposed changes in PFC Settlement fees and any proposed enhancements.
4. The Advisory Board shall consider any proposed amendment to the PFC Settlement Regulations proposed by an Advisory Board Member.
5. The role of the Advisory Board shall be solely advisory in nature. In no event shall the Advisory Board have any authority to exercise any control over the daily management or operations of PFC Settlements.

### ARTICLE II: Membership

1. The Advisory Board will consist of:
  - a. Five (5) representatives chosen by Airline Participants, and
  - b. The number of seats on the Advisory Board will increase, as and when Airport Authorities become Airport Participants. For every five (5) Airport Authorities that become Airport Participants, up to a maximum of twenty-five (25) Airport Participants, Airport Participants will be entitled to choose one Advisory Board representative, and
  - c. The Secretary-Treasurer of the Airlines Clearing House, Inc. ("Secretary") will serve as an Adjunct Member.
2. The maximum number of Members on the Advisory Board shall be eleven (11), comprised of five (5) representatives from Airline Participants; five (5) representatives from Airport Participants; and the Secretary.
3. No Airline or Airport Participant or group of affiliated Airline Participants or Airport Participants shall be permitted to have more than one representative on the Advisory Board.
4. Any Member may resign at any time from the Advisory Board upon written notice to the Secretary.
5. Any Member representative may be removed from the Advisory Board for failure to attend two consecutive meetings. Such removal shall be at the sole discretion of the Clearing House Board of Directors.
6. If a membership position shall become vacant for any reason, the Clearing House Board of Directors may appoint an individual to fill such vacancy for the duration of such unexpired term, provided that a vacancy from an Airline Participant is filled with an Airline Participant and a vacancy from an Airport Participant is filled with an Airport Participant.

## 9.5 PFC Settlement Advisory Board By-Laws (Con't)

### **ARTICLE III: Election of Members**

1. Election of the Advisory Board Members shall be conducted via mail vote or e-mail vote once every two years beginning in 2017.
2. For each election year, the Secretary shall send a ballot to the specified contact for each PFC Settlement Participant. Each PFC Settlement Participant may designate a candidate for election to the Advisory Board.
3. In the event there are more candidates for Airline or Airport Advisory Board Members than there are positions available for Airline or Airport Advisory Board Members, a vote shall be conducted. Airline Members shall vote for Airline Members and Airport Members shall vote for Airport Members. The candidate securing the greatest number of votes shall fill the position that is the subject of the vote.

### **ARTICLE IV: Term of Advisory Board**

1. Subject to the provisions related to the resignation and removal of a Member, Members of the Advisory Board shall be appointed to two-year terms.
2. There are no limits to the number of consecutive terms a Member of the Advisory Board may serve.

### **ARTICLE IV: Meetings**

1. Meetings of the Advisory Board shall be held semi-annually.
2. Notice of Advisory Board Meetings shall be delivered, via e-mail, to Advisory Board Members at least 30 days prior to such meeting.
3. Meetings may be held face-to-face or via conference call.
4. The Secretary shall serve as the Chairperson until such time that the Advisory Board elects a Chairperson from the then active Advisory Board Members.
5. The Secretary shall record and distribute the minutes of each Advisory Board Meeting.
6. A Member of the Advisory Board may not elect a proxy to represent such Member during any Advisory Board Meeting.
7. Members of the Advisory Board shall not receive compensation or reimbursement for travel or other related expenses for participation on the Advisory Board.
8. A quorum for any meeting of the Advisory Board shall consist of the Secretary and a majority of the current Advisory Board Members at such Meeting.
9. Any action requiring a vote shall be considered approved if agreed to by two-thirds (2/3) of the Advisory Board Members.

### **ARTICLE IV: Amendments of By-Laws**

1. These By-Laws are subject to the approval by the Advisory Board at its first meeting.
2. These By-Laws may be amended by two-thirds (2/3) vote of the Members of the Advisory Board, with the approval of the Board of Directors of the Clearing House.

## 10. Amendment of PFC Settlements Regulations

Except as otherwise provided in this Paragraph 10, these PFC Settlement Regulations may be amended by vote of not less than two thirds of the members of the Advisory Board. No amendment approved by the Advisory Board shall take effect prior to three (3) months after all PFC Settlement Participants have been given notice of the amendment, including its effective date.

Paragraphs 1 and 2 of these PFC Settlement Regulations may be amended only to conform to amendments of the corresponding provisions of the PFC Settlement Agreement.

Paragraph 7 of these PFC Settlement Regulations may be amended only by the Clearing House after consultation with the Advisory Board. No amendment adopted by the Clearing House shall take effect prior to three (3) months after all PFC Settlement Participants have been given notice of the amendment, including its effective date.

## 11. Service Levels

Under the Amended MSA the Clearing Bank has agreed to the following standards for service availability:

SinglePoint shall be available, on a rolling annual average, at no less than 97% of all time to . . . PFC Settlement Participants . . .

[and]

The claims and reporting database shall be available, on a rolling annual average, at no less than 98% of all time to . . . PFC Settlement Participants . . .

The Clearing Bank also has agreed that –

The [Clearing] Bank and the Clearing House shall create and maintain a report card to measure the performance of the [Clearing] Bank in achieving the [levels of service specified above].

[and]

In the event the [Clearing] Bank has failed to meet the minimum levels of service . . . [specified above], and has been notified in writing by Clearing House of such failure, the [Clearing] Bank shall have thirty (30) days to respond to Clearing House with a plan of action to correct the deficiency and comply with the minimum levels of service. Upon a failure to respond or other occurrence of the same deficiency within six (6) months, Clearing House may assess the [Clearing] Bank a monthly penalty equal to 10% of the then-applicable monthly service fee until such deficiency is adequately remedied.

The Clearing Bank also has agreed that its services under the Amended MSA are for the benefit of both the Clearing House and PFC Settlement Participants (among other parties settling accounts through the Clearing House). Accordingly, the Clearing House will make available to the Advisory Board the Clearing Bank report card information germane to PFC Settlements. In the event that such report card information indicates, or the Clearing House or a PFC Settlement Participant otherwise determines, that the Clearing Bank has failed to maintain the service levels required under the Amended MSA, the Clearing House will consult with the Advisory Board concerning reporting to the Clearing Bank, review of any corrective plan proposed by the Clearing Bank, assessment of any penalty, and sharing of the benefit of any assessed penalties (recognizing that any service failure by the Clearing Bank will affect not only PFC Settlement Participants but also other parties settling accounts through the Clearing House).



## 12. Disaster Recovery: Business Continuity

As of the effective date of the PFC Settlement Agreement, the Clearing House and the Clearing Bank are in the process of documenting a Disaster Recovery Plan and a Business Continuity Plan, consistent with the similar plans maintained by the Clearing Bank for other customers. Such plans are expected to provide for full functioning of Clearing Bank services within three (3) hours of switchover from Clearing Bank facilities to designated back-up facilities. When the Disaster Recovery Plan and Business Continuity Plan are complete, their terms will be described in detail in an amended version of this Paragraph 11.

## 13. Data Security; Access; Confidentiality

For its own protection and the protection of other PFC Settlement Participants and the Clearing House and the Clearing Bank, each PFC Settlement Participant will comply with the data security, access and confidentiality requirements promulgated from time to time by the Clearing Bank as part of its standard terms and conditions for business customers. Each PFC Settlement Participant will comply with such requirements as a "Customer" of the Clearing Bank. When the Clearing House receives notice of any change in such requirements made by the Clearing Bank, the Clearing House will promptly provide notice of such change to any PFC Settlement Participant that may not have received notice directly from the Clearing Bank. As of the effective date of the PFC Settlement Agreement, the Clearing Bank's data security, access and confidentiality requirements for business customers include the following provisions. Changes in such requirements will be reflected in amendments to this Paragraph 12.

**Security.** Customer agrees to use the Internet Services in accordance with the security procedures established by [Clearing] Bank. Without limiting the foregoing, Customer shall at all times use a Web browser that supports the level of encryption used by [Clearing] Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, [Clearing] Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. [Clearing] Bank reserves the right to reject any transaction or service request that is not made in accordance with its security procedures. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, including, without limitation, accepting delivery of software, system-wide configuration of [Clearing] Bank accounts, establishing authority levels, establishing authorization requirements, and distributing and re-setting IDs, passwords and other internal security devices related to the Internet Services. Customer's designation of the System Administrator may be amended or revoked from time to time upon notice to [Clearing] Bank. [Clearing] Bank shall have a reasonable time to act on any such notice.

### **Other Customer Responsibilities.**

- a.** Equipment and Software. Customer is responsible for obtaining (from [Clearing] Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and communications services necessary to access and use the [Clearing Bank's] Internet Services . . . .
- b.** Use of Internet Services. Customer shall use its access to [Clearing Bank's] Internet Services and Web sites operated by or on behalf of [Clearing] Bank only to conduct its business through or with [Clearing] Bank and agrees to limit access to those Agents who require access to [Clearing Bank's] Internet Services.
- c.** Antivirus Protection. Customer agrees to run antivirus software before transmitting data to or through any [Clearing Bank] Web site. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every week.

**d. Anti-malware Protection.** [Clearing] Bank may offer complimentary anti-malware software for use with certain Services that is designed to detect, deter or destroy different types of malware. Failure to install anti-malware software offered by [Clearing] Bank could substantially increase the likelihood of fraud and other losses. If Customer fails to install software offered by [Clearing] Bank, Customer agrees it will be precluded from asserting claims against [Clearing] Bank for any losses caused by malware which such software would have detected, deterred or destroyed. [Clearing] Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.

**e. Network Security.** Customer agrees to install and utilize current industry-standard network security for its information technology systems that access [Clearing Bank's] Services via the Web. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, [Clearing] Bank may require Customer maintain specific network security protection in order to access the Services.

**Access.** Customer shall be solely responsible for designating individuals authorized to access Services. Access to Services will be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use one or more of the Services. Codes that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or inadvertent use of any Codes by any party, whether such disclosure or use is on account of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify [Clearing] Bank by telephone and confirm such verbal notification in writing to [Clearing] Bank within 24 hours. [Clearing] Bank will replace the security procedures and/or Codes in accordance with [Clearing] Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before [Clearing] Bank received Customer's notice and had a reasonable time to act on such notice. Customer agrees to defend and indemnify [Clearing] Bank against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person who obtains access to a website or portal using the Codes.

**Confidentiality.** Customer and [Clearing] Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the [Clearing Bank's] Services will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. [Clearing] Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Clearing Bank Service . . . .

## 14. Notices

Any notice or other communication that may be or is required to be given to any PFC Settlement Participant or to the Clearing House pursuant to the PFC Settlement Agreement or these PFC Settlement Regulations shall be in writing and shall, unless otherwise specified in these PFC Settlement Regulations, be transmitted by e-mail or hand delivery (including delivery by courier), addressed as follows:

**If to a PFC Settlement Participant:** to the party and e-mail address, office address or fax number for such PFC Settlement Participant specified in the PFC Settlement Participant Roster; and

**If to the Clearing House:** to –  
Secretary-Treasurer  
Airlines Clearing House, Inc.  
1275 Pennsylvania Avenue, NW, Suite 1300  
Washington, DC 20004  
E-mail: [ACH@airlines.org](mailto:ACH@airlines.org)  
Telephone: 202-626-4144

Any notice or other communication that is transmitted as described above will be deemed to have been given and received at such time as it is delivered to the addressee, with a delivery receipt (including an e-mail delivery receipt) or fax confirmation receipt being deemed conclusive (but not exclusive) evidence of such delivery, or at such time as delivery is refused by the addressee upon presentation.

# PFC User Guide

## PFC Settlements System User Guide

An up to date PFC Settlements System User Guide is also available at [PFCSettlements.com](https://PFCSettlements.com).

**Note:** The amounts and companies contained within the screenshots of this System User Guide are for illustrative purposes only.

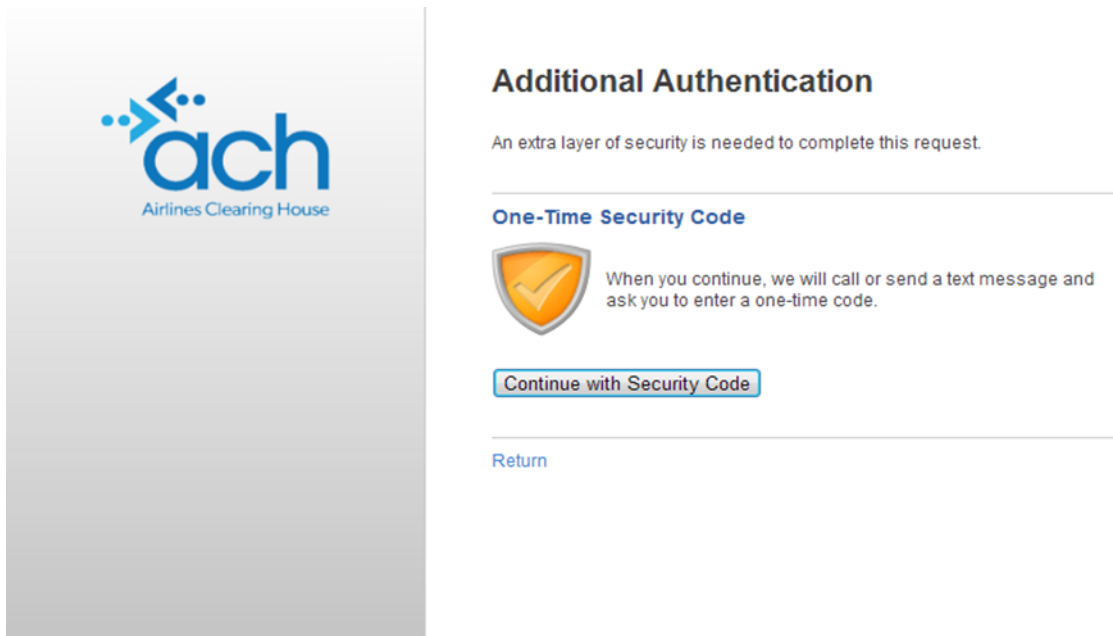
### Logging in

A sequence of pages collects and authenticates each user's login credentials. Company and user ID are entered on the Login page; Password on the Enter Password page.

Log on to the PFC Settlements System at: <https://carc.solutions-corporate.com>

Company ID: 64043 (the same Company ID is used by all Participants)  
User ID: As assigned by ACH

1. Enter your company ID and user ID on the Login page and select **Continue**.
2. If this is your first time logging in, or the first time logging in from a device, you will be presented with the following screen. Select **Continue with Security Code**



3. You will then be asked if you would like a phone call or text message to use for authentication. Select the appropriate option and select Continue.

- a. If you chose to have a phone call, you will receive a phone call to the number contained in your PFC Settlements System Application, providing you with a one-time security code. Enter the five digit code on the One-Time Security Code screen and select **Phone Call Completed**.
- b. If you chose to have the system send you a text message, a window will pop up asking you to enter your phone number. Once you have done so, select **Send Text Message**.
  - i. You will be prompted to enter the phone number that matches what is currently on file.
  - ii. You will then receive a text message with a five digit code. Enter the code on the One-Time Security Code screen, select **Continue** and proceed to the next step.
4. The Enter Password page will be displayed. Enter your password and select **Login**.
5. The Home page will display when your login information has been validated.

**Note:** If this is your first login, you will be required to change your password and select and answer four security questions. These questions will be used to verify your identity if you forget your password. The answers are not case sensitive.

## Passwords and Access

Passwords for the PFC Settlement System must conform to the following standards:

Password	<ul style="list-style-type: none"> <li>• 8 - 20 characters in length.</li> <li>• Must contain at least one letter, one number and one special character.</li> <li>• Passwords are case sensitive.</li> <li>• Valid special characters include the pound sign (#), dollar sign (\$), at sign (@), exclamation point (!), period (.), and semicolon(;).</li> <li>• The same character may not be used 3 times in a row (e.g. 11177xyz, TTT888KK).</li> <li>• The password cannot match the user ID.</li> <li>• Cannot have been used previously within the last 90 days.</li> </ul>
Security questions	Questions and answers used to verify a user's identity during the 'forgot password' process.

Users will be prompted to change their passwords every 60 days.

## Permissions

Users are granted access to the following functions based on the company type:

### Airlines:

- Payments: Enter, edit or upload of payment information
- Reports: Display, export or print settlement reports

### Airports:

- Reports: Display, export or print settlement reports

**Note:** Changes to existing user permissions, adding users, and deleting users are handled through the Airlines Clearing House System Administrators. They can be reached by sending an email to ACH@airlines.org or calling 202-626-4143.

## Remittance Reports - Submitting Payments

Users have the option of submitting payment amounts manually through a web interface or through a file upload. There is no limit to the number of payments that can be manually entered through the web interface, but participants may find it easier to use the file upload functionality.

### Web Interface

To enter payments:

1. Select **Enter Payments** on the Navigation Menu. The Enter Payments Search page will be displayed.
2. Enter the requested information and then select **Continue**.

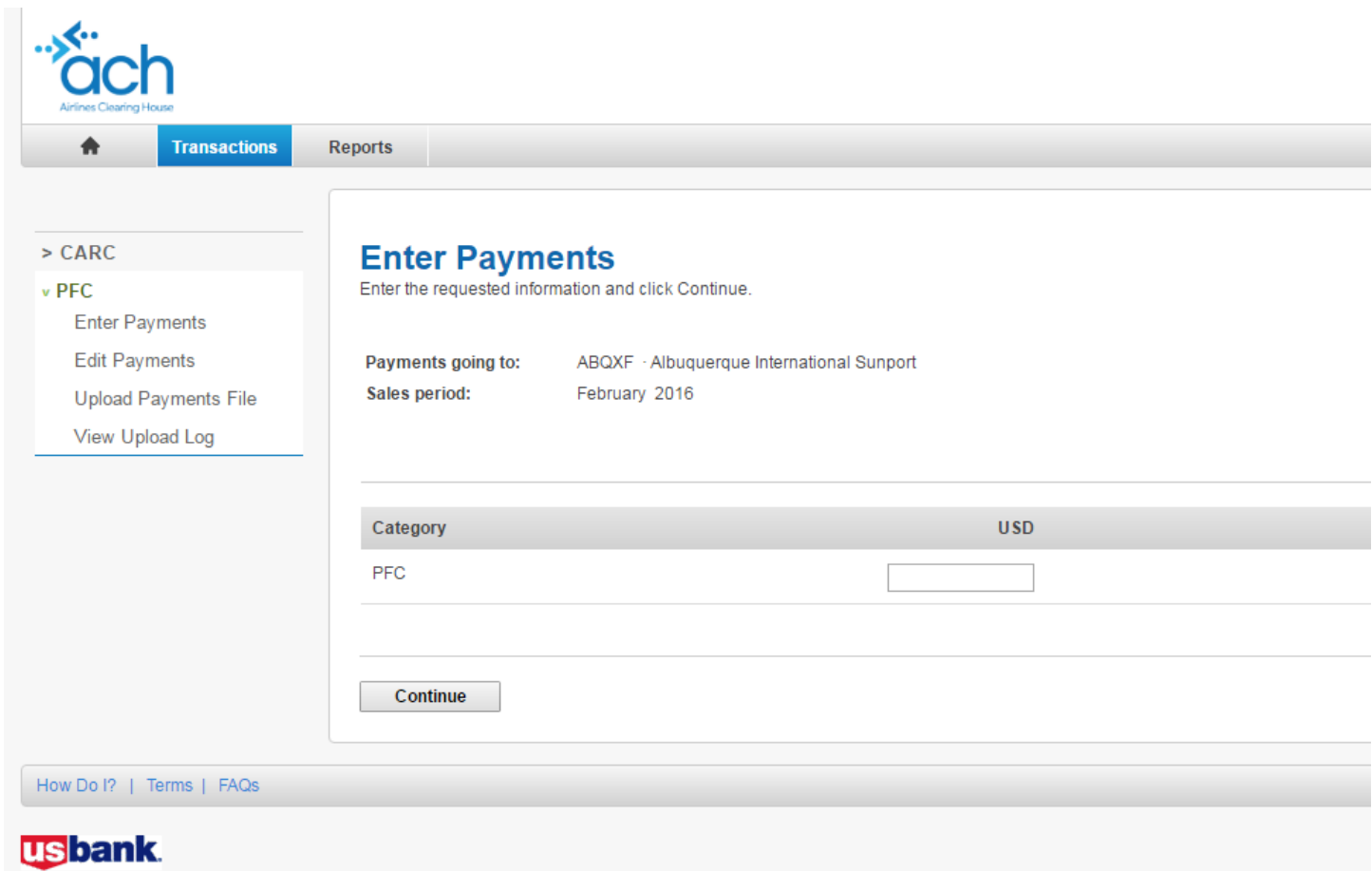
The screenshot shows the 'Enter Payments Search' page. The left sidebar contains a navigation menu with 'Enter Payments' highlighted. The main content area has a title 'Enter Payments Search' and a sub-header 'Enter the requested information and click Continue.' Below this, it states 'The current sales period ends on Sunday, 03/20/2016 at 12:00 PM ET'. Under the 'Participant information' section, there is a label 'Payments going to:\*' and a dropdown menu with the option '-- Select a participant --'. A 'Continue' button is located at the bottom of the form. The footer includes links for 'How Do I?', 'Terms', and 'FAQs', and the US Bank logo.

**Note:** You may only enter payments for the current sales remittance period. In the example above, payment information may only be entered for February sales.

**Note:** If payments have already been entered in the system for the selected participant, an error message will be displayed at the top of the page. You must use the **Edit Payments** screen to edit any payments previously entered for the selected participant.

- The Enter Payments page will appear. Enter the payment amount for the selected participant and then select **Continue**.

**Note:** Payment amounts entered by Airlines will be displayed on Settlement Reports as payable amounts when the Airline displays its Settlement Report, and as receivable amounts when the Airport displays its Settlement Report.



The screenshot displays the 'Enter Payments' interface. On the left, a sidebar shows the 'PFC' menu expanded with options: 'Enter Payments', 'Edit Payments', 'Upload Payments File', and 'View Upload Log'. The main content area is titled 'Enter Payments' and includes the instruction 'Enter the requested information and click Continue.' Below this, it shows 'Payments going to: ABQXF · Albuquerque International Sunport' and 'Sales period: February 2016'. A table with two columns, 'Category' and 'USD', is present. The 'Category' column contains 'PFC' and the 'USD' column has an empty input field. A 'Continue' button is located at the bottom of the form. The footer includes links for 'How Do I?', 'Terms', and 'FAQs', and the 'usbank' logo.

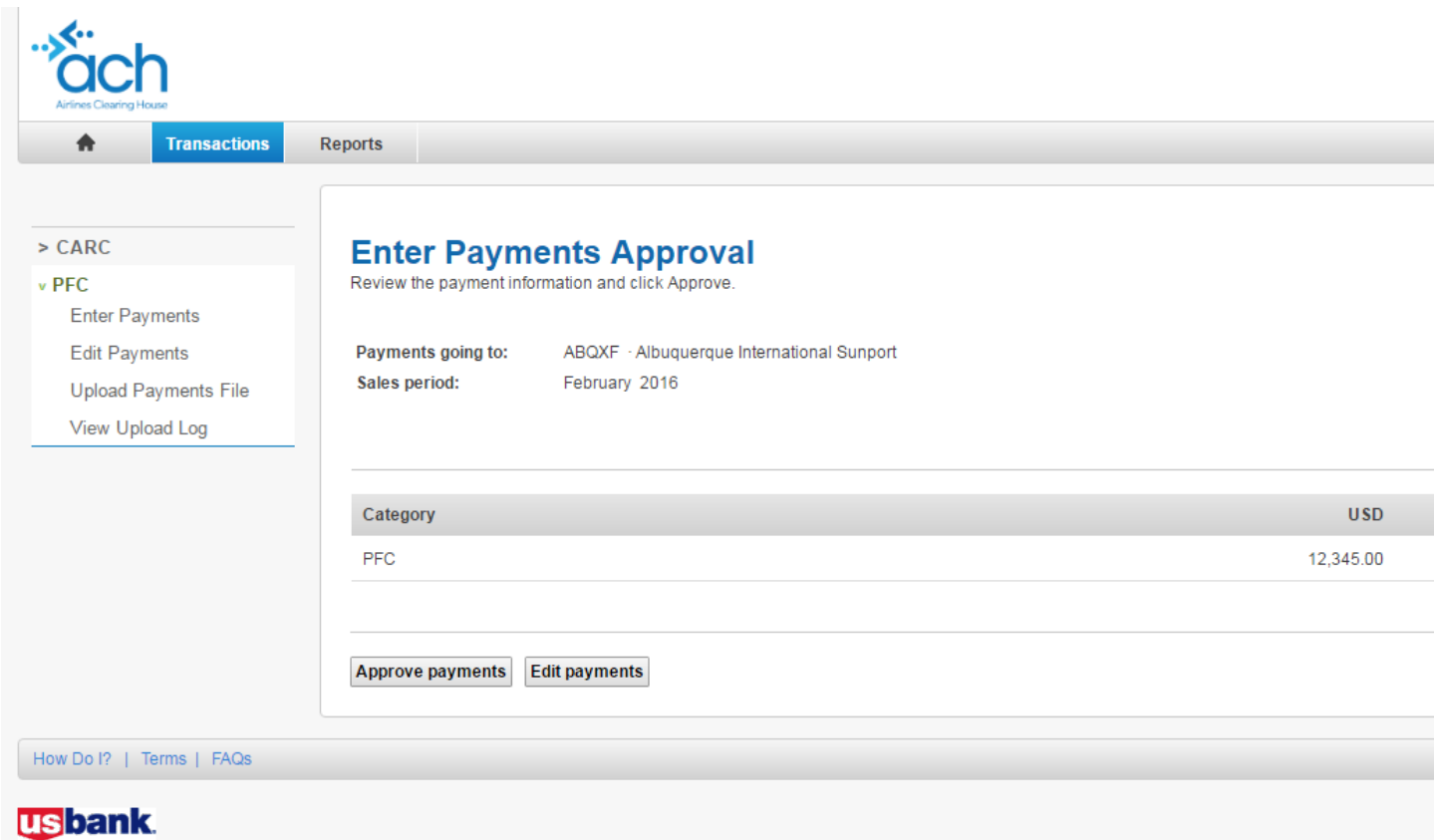
Category	USD
PFC	<input type="text"/>

[How Do I?](#) | [Terms](#) | [FAQs](#)

**usbank**

- The Enter Payments Approval page will appear. Review the payment information before proceeding. If the payment is correct as entered, select **Approve payments**.





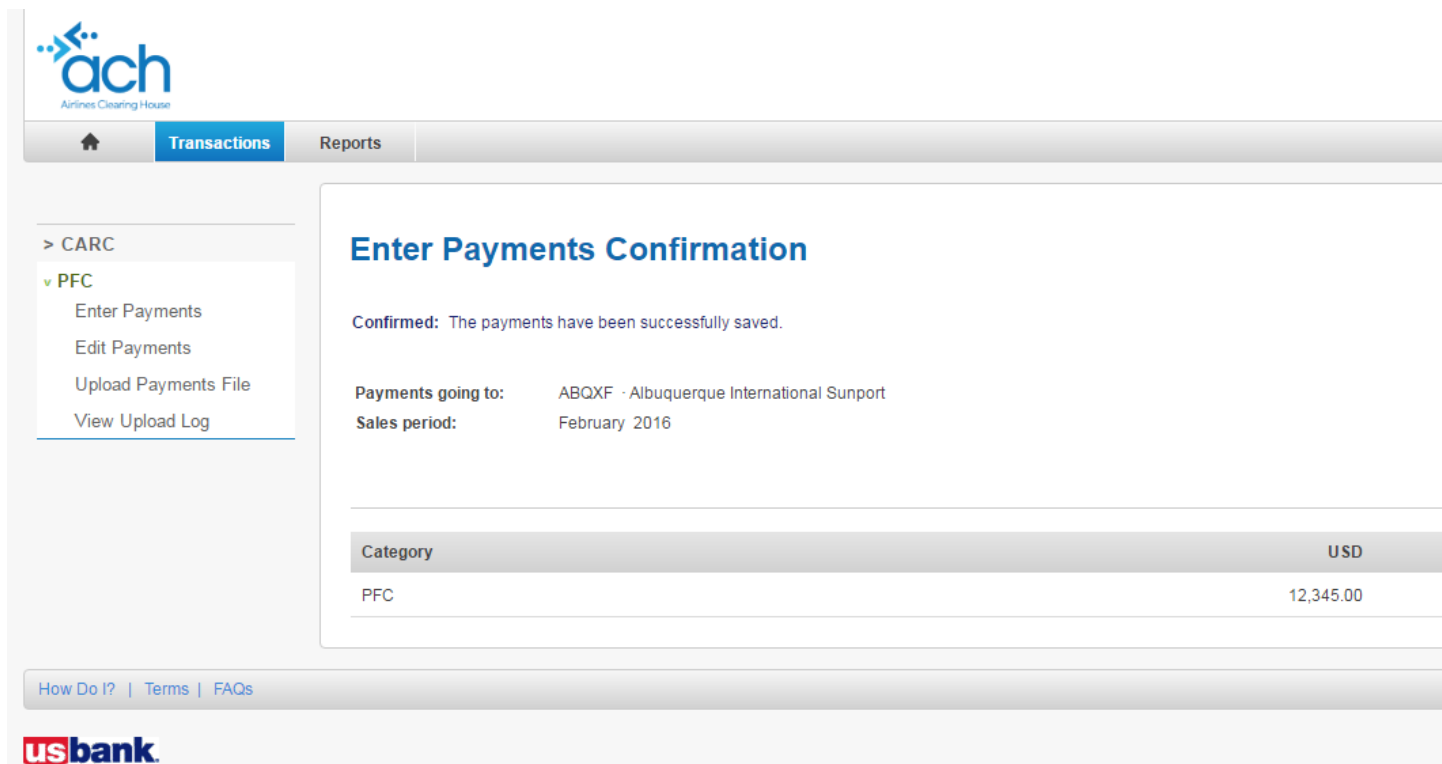
The screenshot shows the 'Enter Payments Approval' screen. The left sidebar contains a navigation menu with 'PFC' expanded, showing 'Enter Payments', 'Edit Payments', 'Upload Payments File', and 'View Upload Log'. The main content area has a title 'Enter Payments Approval' and a subtitle 'Review the payment information and click Approve.' Below this, it shows 'Payments going to: ABQXF - Albuquerque International Sunport' and 'Sales period: February 2016'. A table displays the payment details:

Category	USD
PFC	12,345.00

At the bottom of the main content area, there are two buttons: 'Approve payments' and 'Edit payments'. The footer includes links for 'How Do I?', 'Terms', and 'FAQs', and the 'usbank' logo.

**Note:** If changes need to be made, select **Edit payments** and edit the amount previously entered. The Enter Payments Approval screen will be re-displayed with the revised amount.

- After selecting "Approve payments", the Enter Payments Confirmation page will appear confirming that the payment information has been saved.



The screenshot shows the 'Enter Payments Confirmation' screen. The left sidebar is identical to the previous screen. The main content area has a title 'Enter Payments Confirmation' and a subtitle 'Confirmed: The payments have been successfully saved.' Below this, it shows 'Payments going to: ABQXF - Albuquerque International Sunport' and 'Sales period: February 2016'. A table displays the payment details:

Category	USD
PFC	12,345.00

The footer is identical to the previous screen, including links for 'How Do I?', 'Terms', and 'FAQs', and the 'usbank' logo.

## File Upload

As an alternative to manually entering payment data, a file containing payments, in .csv format, for the current period may be uploaded. Files do not contain header or trailer records. Files cannot be uploaded for a period that has not yet opened or has already closed. Below is an example of a file:

### Example PFC Upload File Upload

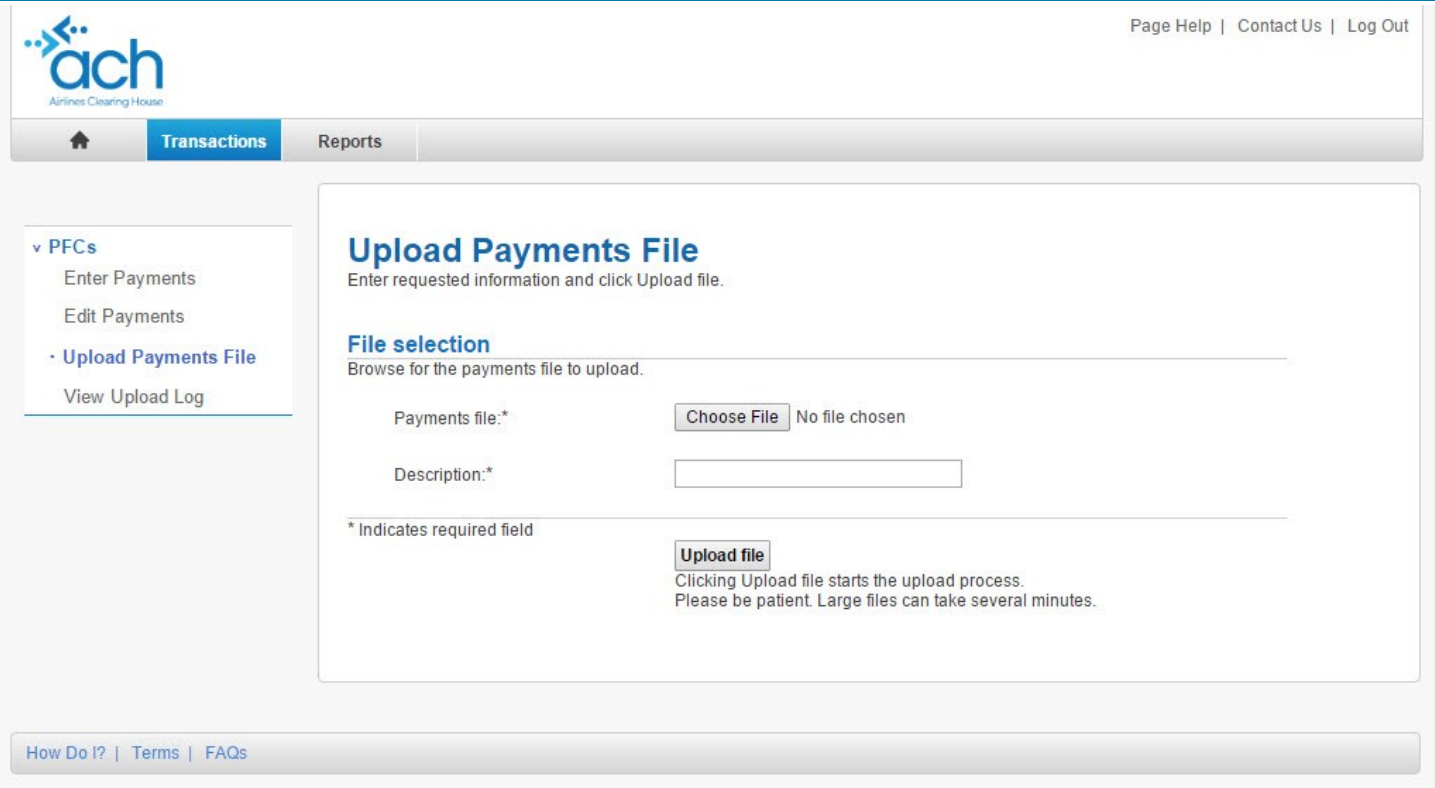
```
027AS,FAIXF,PFC,160301,USD,12621.08
027AS,DHNXF,PFC,160301,USD,7570.19
027AS,KTNXF,PFC,160301,USD,20748.86
027AS,MSLXF,PFC,160301,USD,6625.98
027AS,MOBXF,PFC,160301,USD,65221.69
027AS,KTNXF,PFC,160301,USD,76756.25
```

File Upload Specifications	
Field	Description
First Field	Paying from Participant's ID. The first three characters of a Participant ID is the accounting/prefix code. The last two characters are the designator code.
Second Field	The Participant's ID of the Airport for which PFC's are being remitted. The first three characters of the Participant's ID is the airport code. The last two characters are always "XF".
Third Field	Always "PFC"
Fourth Field	Sales period in YYMMPP format (year, month, period) At this time, PP shall always be populated with a "01".
Fifth Field	Currency of Payment. At this time, only USD is allowed.
Sixth Field	The remittance amount.

To upload a Payments file for the current period:

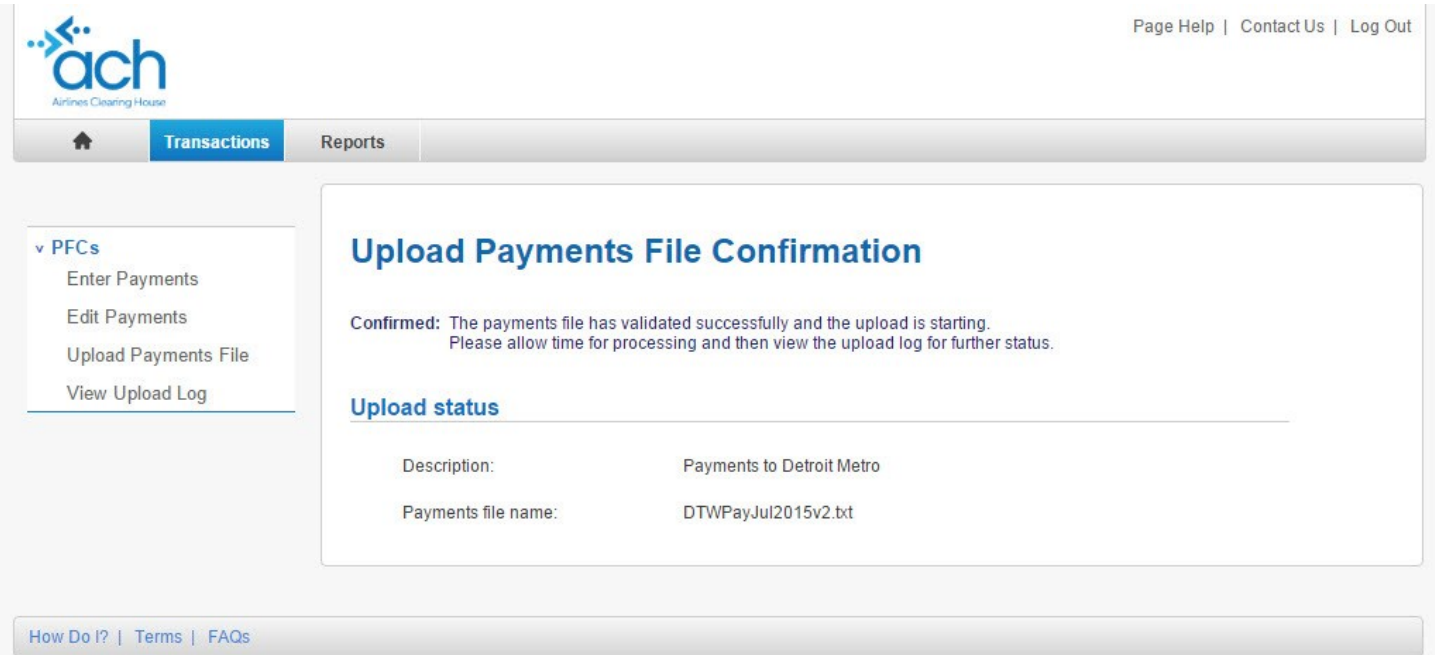
1. Select Upload Payments File on the navigation menu. The Upload Payments File page will appear. Browse for the file that contains the payments you wish to upload and enter a description of the file, then select **Upload file**.

**Note:** The Description and Payments File names are "free flow", allowing users the flexibility to determine file names and how to populate the Description Field.



The screenshot shows the 'Upload Payments File' page. At the top, there is a navigation bar with 'Page Help | Contact Us | Log Out'. Below this is a header with the 'ach' logo and 'Airlines Clearing House'. The main navigation bar includes 'Transactions' (highlighted) and 'Reports'. On the left, a sidebar shows 'PFCs' with options: 'Enter Payments', 'Edit Payments', 'Upload Payments File' (highlighted), and 'View Upload Log'. The main content area is titled 'Upload Payments File' with the instruction 'Enter requested information and click Upload file.' Below this is a 'File selection' section with the text 'Browse for the payments file to upload.' It contains two fields: 'Payments file:\*' with a 'Choose File' button and 'No file chosen' text, and 'Description:\*' with an empty text box. A note states '\* Indicates required field'. At the bottom of the form is an 'Upload file' button with the text 'Clicking Upload file starts the upload process. Please be patient. Large files can take several minutes.'

- The Upload Payments File Confirmation page will appear. If the file was uploaded successfully, there will be a confirmation message at the top of the page.



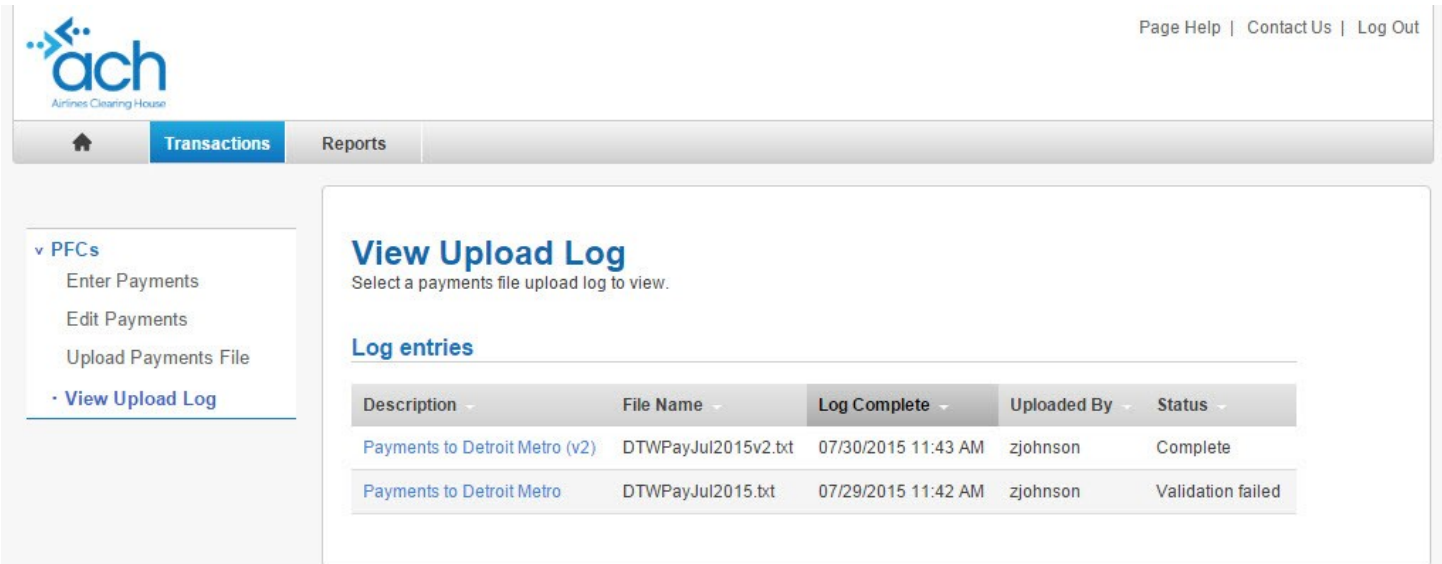
The screenshot shows the 'Upload Payments File Confirmation' page. At the top, there is a navigation bar with 'Page Help | Contact Us | Log Out'. Below this is a header with the 'ach' logo and 'Airlines Clearing House'. The main navigation bar includes 'Transactions' (highlighted) and 'Reports'. On the left, a sidebar shows 'PFCs' with options: 'Enter Payments', 'Edit Payments', 'Upload Payments File' (highlighted), and 'View Upload Log'. The main content area is titled 'Upload Payments File Confirmation' with the message 'Confirmed: The payments file has validated successfully and the upload is starting. Please allow time for processing and then view the upload log for further status.' Below this is an 'Upload status' section with two rows of information: 'Description: Payments to Detroit Metro' and 'Payments file name: DTWPayJul2015v2.txt'.

- Note:** Files must be in the correct format to load successfully. Once loaded, a validation process begins to ensure that the content within the file is properly formatted, is for the correct sales period, and contains only entries to and from valid airports.
- Note:** Files may not be "backed out" or "written over". If a file has been previously uploaded and the user would like to replace the data in the file, the user must edit the existing payment amounts.
- Note:** If amounts for the sales period between the two participants have been previously entered, the file will not be validated. The user must edit payments.

## Viewing Upload Log

Once a payment file has been successfully loaded, it is recommended that you view the Upload Log to ensure validation was successful.

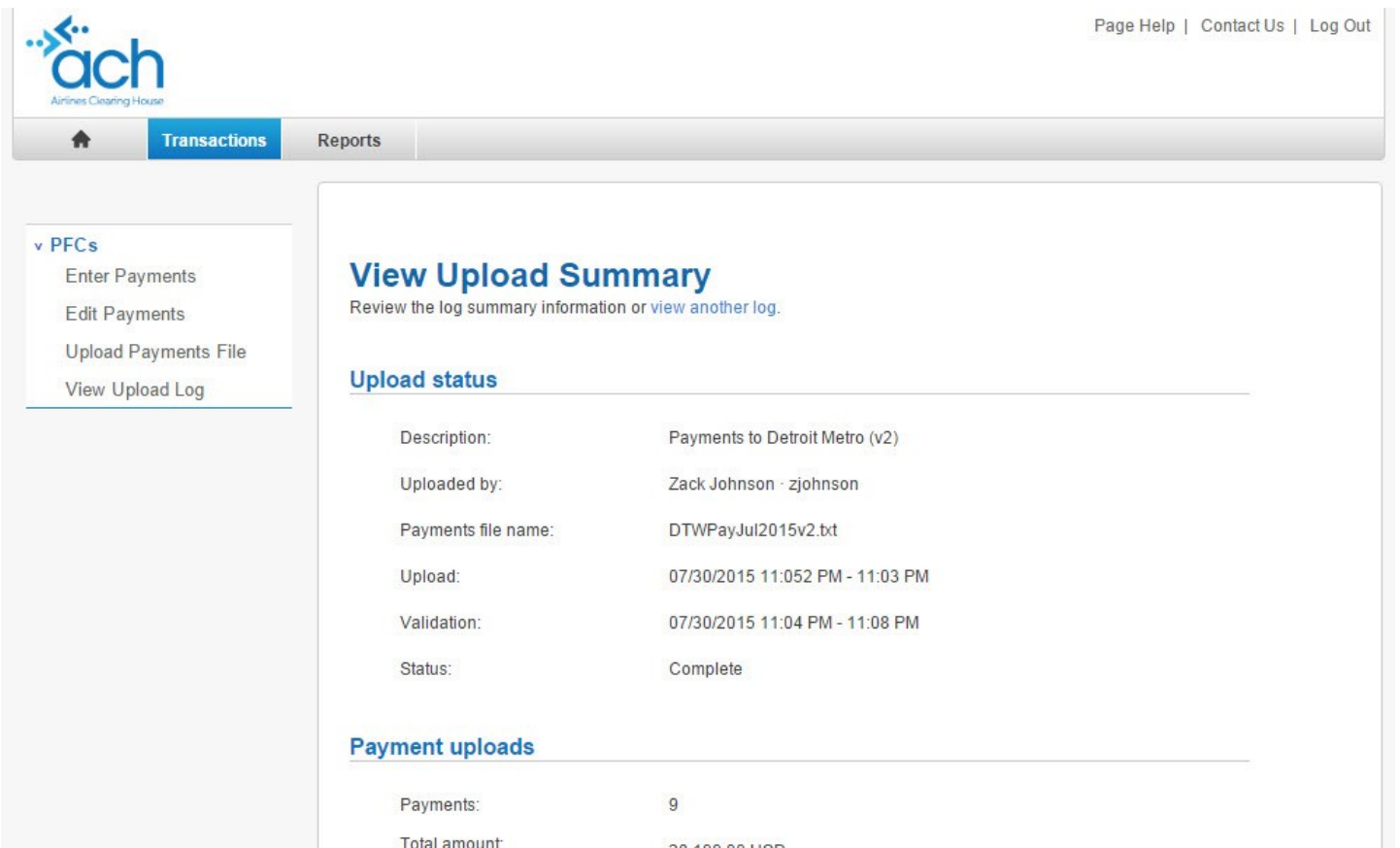
1. Select View Upload Log on the navigation menu. The Upload Log page will appear and displays a list of files uploaded by your company during the previous 30 days.



The screenshot shows the 'View Upload Log' page. The top navigation bar includes 'Page Help', 'Contact Us', and 'Log Out'. The left sidebar has a 'PFCs' section with options: 'Enter Payments', 'Edit Payments', 'Upload Payments File', and 'View Upload Log' (which is selected). The main content area is titled 'View Upload Log' with the instruction 'Select a payments file upload log to view.' Below this is a section 'Log entries' containing a table with the following data:

Description	File Name	Log Complete	Uploaded By	Status
Payments to Detroit Metro (v2)	DTWPayJul2015v2.txt	07/30/2015 11:43 AM	zjohnson	Complete
Payments to Detroit Metro	DTWPayJul2015.txt	07/29/2015 11:42 AM	zjohnson	Validation failed

2. From the View Upload Log select a file. View the Upload Summary to confirm the file upload details or obtain detailed information about the file in the event the upload failed.



The screenshot shows the 'View Upload Summary' page. The top navigation bar includes 'Page Help', 'Contact Us', and 'Log Out'. The left sidebar has a 'PFCs' section with options: 'Enter Payments', 'Edit Payments', 'Upload Payments File', and 'View Upload Log' (which is selected). The main content area is titled 'View Upload Summary' with the instruction 'Review the log summary information or view another log.' Below this is a section 'Upload status' containing a table with the following data:

Description:	Payments to Detroit Metro (v2)
Uploaded by:	Zack Johnson - zjohnson
Payments file name:	DTWPayJul2015v2.txt
Upload:	07/30/2015 11:052 PM - 11:03 PM
Validation:	07/30/2015 11:04 PM - 11:08 PM
Status:	Complete

Below the 'Upload status' section is a section 'Payment uploads' containing a table with the following data:

Payments:	9
Total amount:	28,100.00 USD

3. In the event a file fails, simply correct the input file and load it again. It is not necessary to rename the file.

## Editing Payments

Payment amounts manually entered, or through the file upload process, may be modified during the current sales remittance submission period. After the end of the submission period, payment amounts cannot be modified by the user. If payment amounts require adjustment after the sales period has closed, the user must contact the Airlines Clearing House prior to the settlement date and time at [ACH@airlines.org](mailto:ACH@airlines.org).

To edit payment amounts for the current period:

1. Select Edit Payments on the navigation menu. The Edit Payments Search page will appear.

The screenshot shows the ACH Airlines Clearing House interface. The top navigation bar includes a home icon, 'Transactions' (highlighted), and 'Reports'. The left sidebar shows a tree view under '> CARC' with 'PFC' expanded, and 'Edit Payments' selected. The main content area is titled 'Edit Payments Search' and contains the following text: 'Enter the requested information and click Continue.', 'The current sales period ends on Sunday, 03/20/2016 at 12:00 PM ET', and a section titled 'Participant information' with the instruction 'Select a participant from the list or start typing to select a specific participant.' Below this is a label 'Payments going to:\*' followed by a dropdown menu showing '-- Select a participant --'. At the bottom of the form is a 'Continue' button. A footer bar contains links for 'How Do I?', 'Terms', and 'FAQs'. The US Bank logo is visible at the very bottom.

2. Select the participant for which you wish to edit payments and select **Continue**.
3. The Edit Payments page will appear. Make the desired change to the payment amount and select **Continue**.

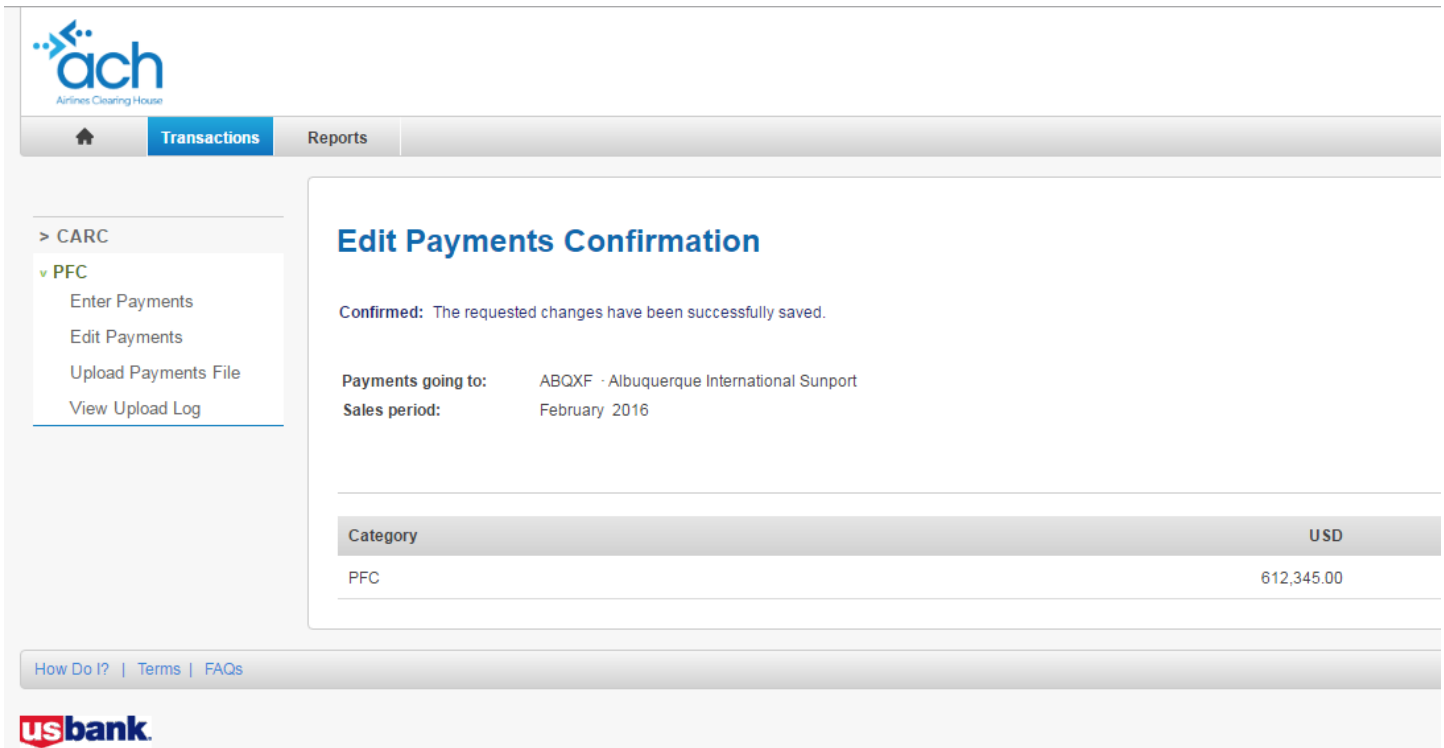
The screenshot shows the 'Edit Payments' page. At the top, there's a navigation bar with 'Transactions' and 'Reports'. A sidebar on the left lists options under 'PFC': 'Enter Payments', 'Edit Payments', 'Upload Payments File', and 'View Upload Log'. The main content area is titled 'Edit Payments' with the instruction 'Make the desired changes and click Continue.' Below this, it shows 'Payments going to: ABQXF - Albuquerque International Sunport' and 'Sales period: February 2016'. A section titled 'Payment amounts' contains a table with two columns: 'Category' and 'USD'. The table has one row with 'PFC' in the category column and '612,345.00' in the USD column. At the bottom of this section is a 'Continue' button. At the very bottom of the page, there are links for 'How Do I?', 'Terms', and 'FAQs', and a 'usbank' logo.

- The Edit Payments Approval page will appear. Review the payment amount and when you have confirmed the amount is correct, select **Approve edits**.

**Note:** To delete an amount previously entered the payment amount must be changed to \$0.00.

The screenshot shows the 'Edit Payments Approval' page. The layout is similar to the previous page, but the title is 'Edit Payments Approval' with the instruction 'Review the payment information and click Approve.' The 'Payment amounts' table is identical, showing 'PFC' with a value of '612,345.00'. At the bottom of this section, there are two buttons: 'Approve payments' and 'Edit payments'. The rest of the interface, including the navigation bar, sidebar, and footer, remains the same.

- The Edit Payments Confirmation page will appear with the edited payment amount displayed.



The screenshot displays the 'Edit Payments Confirmation' page within the PFC Settlements interface. The page includes a navigation menu on the left with options like 'Enter Payments', 'Edit Payments', 'Upload Payments File', and 'View Upload Log'. The main content area shows a confirmation message and payment details. A table at the bottom lists the payment category and amount.

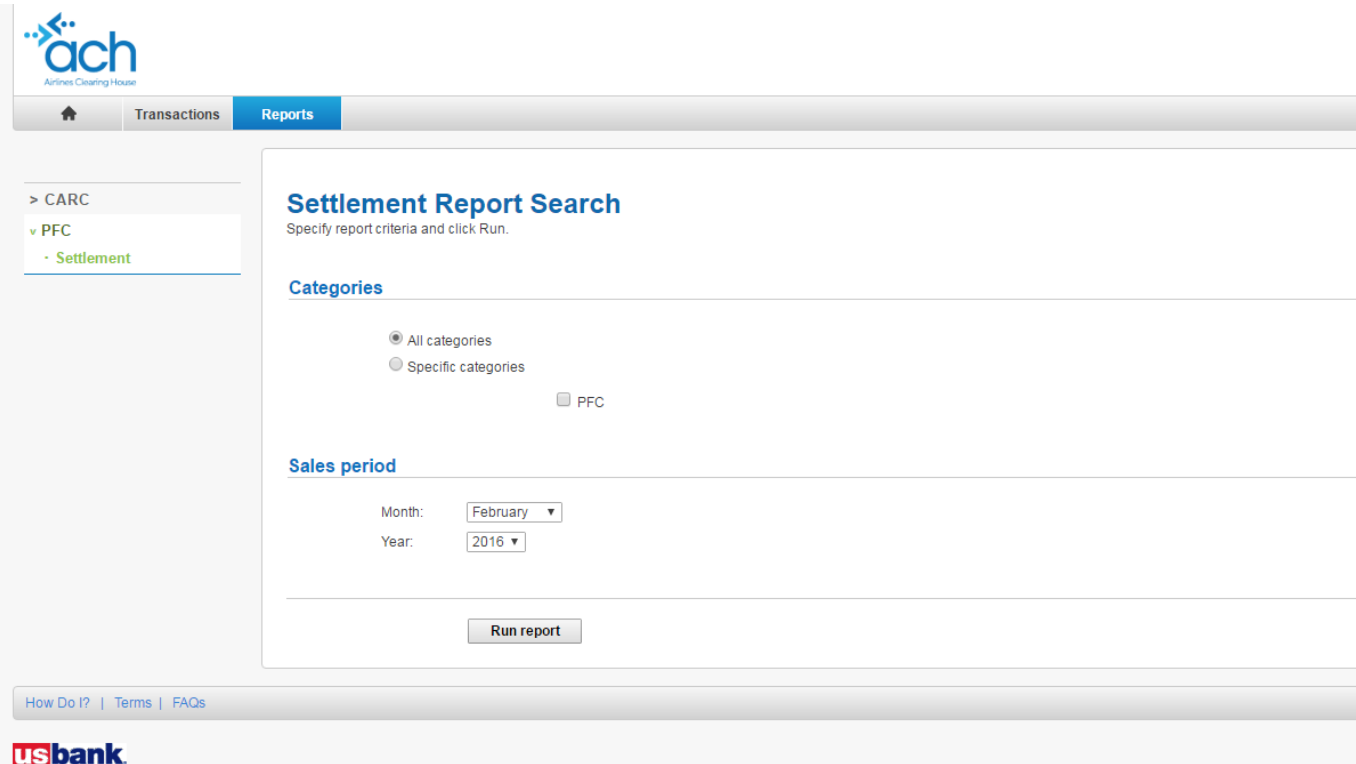
Category	USD
PFC	612,345.00



## Reports

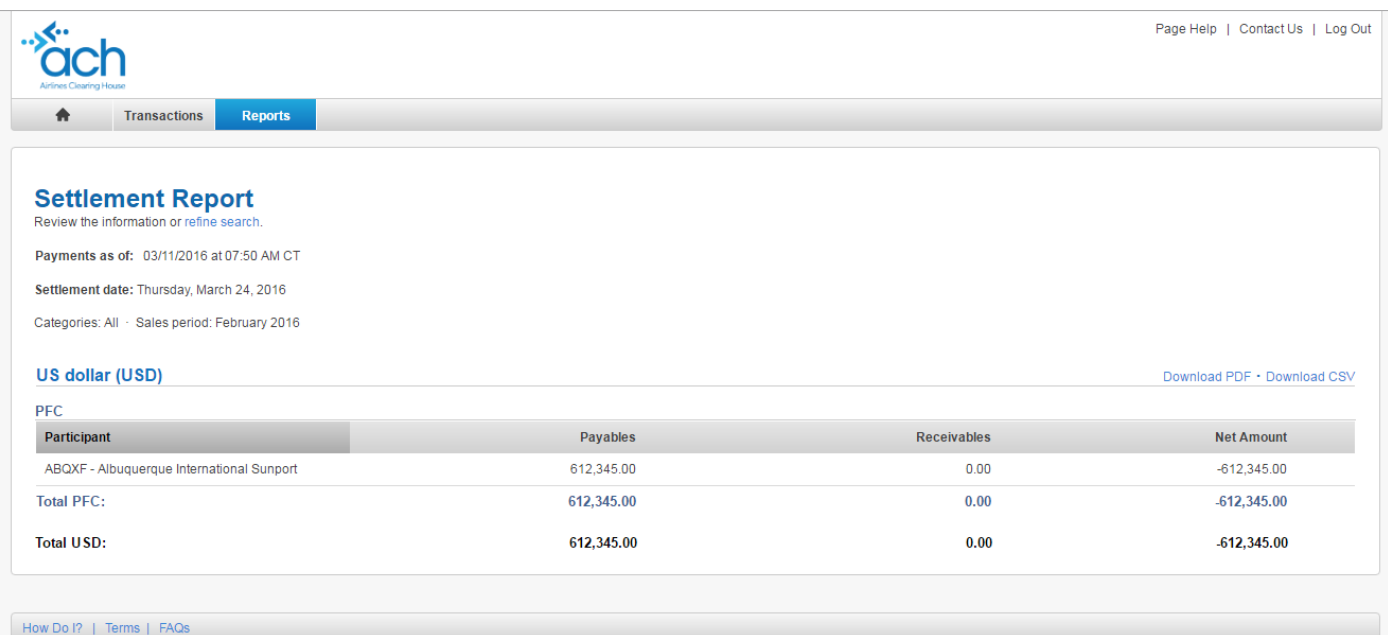
Users have the ability to run a report to view their settlement activity for any sales period within the previous 11 months. Settlement Reports display the payment amounts, by participant, for a single sales period. For reports between 11 months and seven years old, please contact ACH@airlines.org.

1. Select Reports on the top Navigation Bar and Settlement on the left side Navigation window. The Settlement Report Search page will appear.



The screenshot shows the 'Settlement Report Search' page. On the left, a navigation pane shows a tree structure: > CARC, > PFC, and Settlement (highlighted). The main content area has a header 'Settlement Report Search' with the instruction 'Specify report criteria and click Run.' Below this, there are two sections: 'Categories' and 'Sales period'. In the 'Categories' section, 'All categories' is selected with a radio button, and 'Specific categories' is unselected. A checkbox for 'PFC' is also present. In the 'Sales period' section, the 'Month' dropdown is set to 'February' and the 'Year' dropdown is set to '2016'. A 'Run report' button is at the bottom of the form. At the bottom of the page, there are links for 'How Do I?', 'Terms', and 'FAQs'.

2. After selecting the Sales period month and year for the desired Settlement Report, select **Run report**. The Settlement Report page will appear.



The screenshot shows the 'Settlement Report' page. At the top, there are links for 'Page Help', 'Contact Us', and 'Log Out'. The page title is 'Settlement Report' with the instruction 'Review the information or refine search.' Below this, it shows 'Payments as of: 03/11/2016 at 07:50 AM CT', 'Settlement date: Thursday, March 24, 2016', and 'Categories: All · Sales period: February 2016'. There are links for 'Download PDF' and 'Download CSV'. The table is titled 'US dollar (USD)' and has a sub-header 'PFC'. The table has four columns: Participant, Payables, Receivables, and Net Amount. The data rows are as follows:

Participant	Payables	Receivables	Net Amount
ABQXF - Albuquerque International Sunport	612,345.00	0.00	-612,345.00
<b>Total PFC:</b>	<b>612,345.00</b>	<b>0.00</b>	<b>-612,345.00</b>
<b>Total USD:</b>	<b>612,345.00</b>	<b>0.00</b>	<b>-612,345.00</b>

At the bottom of the page, there are links for 'How Do I?', 'Terms', and 'FAQs'.

## Formats

Settlement Report values are displayed initially on the screen. Users may select from two options to download the report. These options appear as links at the top right of the report itself.

### Download PDF

The report is written out in PDF format. Users may save for viewing through Adobe Reader at a later time.

### Download CSV

On the CSV version of the report, the data will be arranged a little differently (from the screen and PDF versions) as illustrated below. The columns will have headers, but have no column totals.

		A	B	C	D	E	F	G	H
1	Settlement Type	Participant ID	Participant Name	Category	Payables	Receivables	Net Amount	Currency	Sales Period
2	PFC	BDLXF	Bradley International	PFC	5000.55	0.00	-5000.55	USD	August 2015
3	PFC	LAXXF	Los Angeles International	PFC	6250.10	0.00	-6250.10	USD	August 2015
4	PFC	BOSXF	Logan International	PFC	2030.00	0.00	-2030.00	USD	August 2015
5	PFC	RDUXF	Raleigh-Durham International	PFC	7400.00	0.00	-7400.00	USD	August 2015
6	PFC	DTWXF	Detroit Metropolitan	PFC	157.00	0.00	-157.00	USD	August 2015

# Appendices

## PFC Settlements Application Form: System User Information

Please complete for all users that require access

<b>Company Name</b>	<b>Airline/Airport Code</b>

User One	First Name			
	Last Name			
	Title			
	Email Address			
		Country Code	Phone Number	Extension
	Office Phone			
	Cell Phone			

User Two	First Name			
	Last Name			
	Title			
	Email Address			
		Country Code	Phone Number	Extension
	Office Phone			
	Cell Phone			

User Three	First Name			
	Last Name			
	Title			
	Email Address			
		Country Code	Phone Number	Extension
	Office Phone			
	Cell Phone			

User Four	First Name			
	Last Name			
	Title			
	Email Address			
		Country Code	Phone Number	Extension
	Office Phone			
	Cell Phone			

## PFC Settlements Application Form:

## Treasury Contact

Complete for all individuals to be contacted by ACH for PFC Settlements balances due/from information

Company Name	Airline/Airport Code

Treasury	First Name			
	Last Name			
	Title			
	Email Address			
		Country Code	Phone Number	Extension
	Office Phone			
	Cell Phone			

Treasury	First Name			
	Last Name			
	Title			
	Email Address			
		Country Code	Phone Number	Extension
	Office Phone			
	Cell Phone			

Treasury	First Name			
	Last Name			
	Title			
	Email Address			
		Country Code	Phone Number	Extension
	Office Phone			
	Cell Phone			

Treasury	First Name			
	Last Name			
	Title			
	Email Address			
		Country Code	Phone Number	Extension
	Office Phone			
	Cell Phone			

## Agreed Bank Fees

Code	Service Description	Service Fee
<b>Depository Services</b>		
010000	Account Maintenance	\$25.0000
010101	Electronic Credits	\$0.5500
010100	Paper Debits	\$0.3000
010100	Electronic Debits	\$0.2200
000230	Deposit Coverage	\$0.1208
150341	Overdraft (Paid) Items	\$35.0000
150240	Check Filter Monthly Maintenance	\$0.0000
<b>SinglePoint</b>		
400272	SP Current Day Detail-Acct	\$20.0000
400272	SP Current Day per Item Det	\$0.0500
400272	SP Current Day per Item Sum	\$0.0500
400272	SP Previous Day Detail-Acct	
	For First 1	\$25.0000
	For Over 1	\$25.0000
400272	SP Previous Day per Item Det	\$0.0500
400272	SP Previous Day per Item Sum	\$0.0500
010407	Account Analysis Report	
	For First 1	\$0.0000
	For Over 1	\$0.0000
010307	Monthly DDA Statement	\$0.0000
409999	Account Analysis Report PDF	\$0.0000
409999	Monthly DDA Statement PDF	\$0.0000
400820	SP Bank Assist Password	\$0.0000
401020	SP Token Monthly Maintenance	\$3.5000
40999	SP Book Transfer Mo. Maintenance	\$0.0000
40999	SP Book Transfer-Per Transfer	\$0.3500
350000	SP Wires Monthly Maintenance	\$10.0000
409999	SP External Message Mo. Maintenance	\$0.0000
999999	SP External User Task Sent	\$0.0000
<b>Wire Transfers</b>		
350000	Wire Monthly Maintenance Voice-Pin	\$0.0000
350300	Incoming Fedwire	\$12.0000
350712	Incoming Intl Wire	\$15.0000
350123	Internal Wire Credit	\$7.0000
350124	Internal Wire Debit	\$7.0000
350300	Incoming Fedwire CTP	\$12.0000
<b>ACH Services</b>		
250202	ACH Received Item	\$0.2500

### Beginning June 2019 - October 2021

A monthly per participant fee of \$26.00 will be assessed. The element will be displayed as "Airline Clearing House Use Fee", or a version thereof.

## U.S. Bank Account Opening Package

Following is the U.S. Bank Account Opening Package, included for your reference. For a downloadable word version of this file, either click [HERE](#)





All of **us** serving you™

Commercial Customer Service  
5065 Wooster Pike  
Cincinnati, OH 45226  
800-377-3053

Dear Airlines Clearing House Customer:

As you know, Airlines Clearing House and U.S. Bank have formed a strategic partnership to make your banking cost effective and efficient. Welcome and we thank you for your relationship with U.S. Bank!

U.S. Bancorp is the largest U.S. based bank to be named a *World's Most Ethical Company* by **Ethisphere Institute, March 2015**. For the fifth consecutive year, we were named the "*Most Admired Superregional Bank*" by **Fortune, March 2011, 2012, 2013, 2014, and 2015**.

Commercial Customer Service (CCS) department is eager to be your first point of contact for your new account. We promise easy access, same day response, and quality customer service. Upon completion of your application and receipt of all required documents, your designated "Business Customer Account Contact Representatives" will be contacted to finalize the account opening. At that time, you will be provided with the U.S. Bank ABA number and your account number. You are then requested to deposit \$1,000.

Shortly after your account is opened, your designated "SinglePoint System Administrator" will be contacted to arrange for SinglePoint information reporting and funds transfer training.

Enclosed, please find our New Account Package together with a Business Customer Account Information form for your completion. Our Commercial Customer Service (CCS) team is available to answer questions regarding completion of the forms.

We thank you for your business and look forward to US serving you!

Sincerely,

A handwritten signature in cursive script that reads "Sharen R. Ritter".

Sharen R. Ritter  
Vice President



## New Account Packet

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Your New Account Packet contains:

1. **Business Customer Account Information Document** – basic information needed for your Airlines Clearing House, PFC and ARC settlement account set up including Know Your Customer requirements.
2. **Master Service Agreement (MSA) with instructions** – The MSA encompasses your Depository Account and Treasury Management authorized signers.
3. **Appendix A with instructions** – The Appendix A is used to authorize Account Signers for your Depository Account
4. **Appendix B with instructions** – The Appendix B is used to authorize Treasury Management Signers.
5. **SinglePoint System Administrator Authorization Form with instructions** – This form is used to authorize System Administrators on our Information Reporting Platform.
6. **Wire Transfer Authorization Form with instructions** – This form is used to set up Wire Transfer Initiators and Confirmers.
7. **Wire Advice Method Authorization** – This form is used to set up the electronic delivery of your wire advices.

**Note:** This is a Word Forms document and data can be entered using Microsoft Word

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**In addition to the above document, please provide:**

**In addition to the above documents, please provide copies of the following:**

- ☐ W-9 Form–Taxpayer Identification Number Certification (obtained at [www.irs.gov](http://www.irs.gov) )
  - ☐ Copy of your authenticated (business entity) formation documents or state-issued business license (i.e. articles of incorporation)
  - ☐ Copy of Owner/Authorized Signers/Officer Verification documents  
– i.e. Driver's License or Passport
- 

**If you need assistance in completing any of these banking forms, please contact:**  
**U. S. Bank, Commercial Customer Service at 800-377-3053 –**  
**Monday – Friday 8:00 am – 5:00 pm ET**

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**Before mailing, please make certain that you have done the following:**

- Printed or typed all responses legibly and in ink
  - Signed each document where indicated
  - Completed each section of required information, especially as related to the MSA
- 

**Upon completion, please forward all documents to:**

**U. S. Bank  
Commercial Customer Service  
CN-OH-L2CS  
5065 Wooster Pike  
Cincinnati, OH 45226**



## Business Customer Account Information

Please complete the following information for this account.  
The full legal name should be provided.

Customer Name/Legal Title of Account	
Tax Identification Number	
Physical Address – Principal Place of Business Note: No Post Office boxes.	Statement Address if different from Physical
Address for Welcome Package, if different than Statement Address	
Contact Name	Add'l Contact Name
Phone Number	Phone Number
Fax Number	Fax Number
Email Address	Email Address

Please select if any of these apply to your business:	<input type="checkbox"/> U.S. financial institution regulated by federal regulator <input type="checkbox"/> U.S. financial institution regulated by state bank <input type="checkbox"/> U.S. unit of government: federal, state, municipal, agencies, instrumentalities <input type="checkbox"/> Publically traded and listed on NYSE, AMEX, or NASDAQ stock exchanges <b>Note:</b> If any of the above are selected, skip the Beneficial Owners, Authorized Signers and Officer Sections of this form.	
Please list of the country of incorporation, establishment or legal formation:		
Does your business have physical locations or business addresses outside the US?	<input type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, list all countries: (For	<b>Country Name</b>	<b>No. of Locations</b>

additional countries, attach a separate sheet.)		
What is the country of your primary place of business?		
What is the country of your tax residency (if different from your business registry)?		
If different, please provide explanation:		
What is the year your entity was organized?		
Please select the legal structure of your company:	<input type="checkbox"/> Association <input type="checkbox"/> Corporation <input type="checkbox"/> Deceased Estate <input type="checkbox"/> Government <input type="checkbox"/> Guardianship Estate <input type="checkbox"/> LLC	<input type="checkbox"/> Not for Profit <input type="checkbox"/> Organization <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Trust <input type="checkbox"/> Other - please describe
Please select ownership type for your company:	<input type="checkbox"/> Majority Owned by Government <input type="checkbox"/> Privately Held <input type="checkbox"/> Publicly Traded on a Designated Exchange If yes, listed on: <input type="checkbox"/> Wholly Owned Subsidiary of Publicly Traded Parent Company If yes, listed on:	
Please provide the NAICS Code representing your primary business.	<b>Note:</b> To look up your industry's North American Industry Classification System (NAICS) code, view <a href="http://www.naics.com/search/">http://www.naics.com/search/</a>	
Does your company operate under any trade names (e.g., DBA)?	<input type="checkbox"/> No <input type="checkbox"/> Yes - If yes, please list names	
Are you a subsidiary of another organization with greater than 50% ownership (parent company)?	<input type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, provide name of the highest level parent:		
If yes, please list the country of the parent organization's headquarters:		

<p>If yes, does the parent organization participation of these activities as their primary business? (Select all that apply.)</p>	<input type="checkbox"/> Adult Entertainment <input type="checkbox"/> Auto Title Lender <input type="checkbox"/> Debt Resolution Company <input type="checkbox"/> Drug Paraphernalia <input type="checkbox"/> Embassy/Foreign Consulate/Foreign Government Entity <input type="checkbox"/> Financial Institution <input type="checkbox"/> Gambling <input type="checkbox"/> Import/Export of Goods <input type="checkbox"/> Lottery Services & Ticket Sales <input type="checkbox"/> Marijuana Distributors <input type="checkbox"/> Money Services Business	<input type="checkbox"/> Non-Bank Financial Institution <input type="checkbox"/> Not for Profit/Non-Governmental Organizations/Charity <input type="checkbox"/> Payday Lender <input type="checkbox"/> Processor of Third Party Payment <input type="checkbox"/> Professional Service Provider (Attorney, Accountant) <input type="checkbox"/> Sales of New or Used Cars <input type="checkbox"/> Sexual Encounter Firm <input type="checkbox"/> Virtual Currency Dealer <input type="checkbox"/> None of the above
<p>What is your annual sales/revenue range?</p>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> \$1 to 5 million <input type="checkbox"/> \$5 to 10 million <input type="checkbox"/> > \$10 million	
<p>Please provide a detailed description of the nature of your business:</p>		
<p>Please provide a description of your primary source of revenue:</p>		
<p>Please describe your principal trade/geographic area:</p>		
<p>What are the modes of payment accepted? (Select all that apply.)</p>	<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit/Debit Card <input type="checkbox"/> Electronic Funds Transfer (Ach or Wires) <input type="checkbox"/> Virtual Currency (e.g. Bitcoin) <input type="checkbox"/> Remotely Created Checks <input type="checkbox"/> Other <input type="checkbox"/> N/A (you do not accept payments) If cash, provide the annual cash revenue/receipts \$	
<p>Does the business engage in check cashing, selling/redeeming money orders or traveler's checks, prepaid cards, foreign currency exchange, or the transmission of currency, including either real or virtual currency?</p>	<input type="checkbox"/> No <input type="checkbox"/> Yes	
<p>Do you operate any of the following? (Select all that apply.)</p>	<input type="checkbox"/> Accountant <input type="checkbox"/> Adult Entertainment <input type="checkbox"/> Art or Antiques, Dealer or Auctioneer	<input type="checkbox"/> Lottery Services & Ticket Sales <input type="checkbox"/> Marijuana Distributor <input type="checkbox"/> Primary Import/Export Business

	<input type="checkbox"/> Attorney <input type="checkbox"/> Charitable Organization/Non-Government Organization <input type="checkbox"/> Debt Resolution Company <input type="checkbox"/> Drug Paraphernalia <input type="checkbox"/> Embassy/Foreign Consulate/Foreign Government Entity	<input type="checkbox"/> Privately Owned/operated Automated Teller Machine <input type="checkbox"/> Real Estate Broker <input type="checkbox"/> Scrap Metal business <input type="checkbox"/> Sexual Encounter Firms <input type="checkbox"/> Telemarketer <input type="checkbox"/> Travel Agency <input type="checkbox"/> Virtual Currency Dealer
Do you operate a casino, card club, or other gaming business?	<input type="checkbox"/> No <input type="checkbox"/> Yes	
Do you provide Third Party Payment Processing Services?	<input type="checkbox"/> No <input type="checkbox"/> Yes	

**Beneficial Owners** – Please list all owners (i.e. individual persons and entities, including businesses, trusts, etc.) of this entity equal to or greater than 25% (direct or indirect) equity ownership. If your company has additional owners, please complete and attach an additional page.

☐ N/A – No single individual owner equals or exceeds 25%

	Owner #1	Owner #2	Owner #3	Owner #4
Full Name				
Type	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alie.	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien.
Physical Residence Street Address				
Date of Birth				
Identification # (i.e. Social Security # for US Citizens)				
Percentage Owned				
Type of Identification Document Attached (i.e. Driver's License or Passport)				
Is this individual a Politically Exposed Person, as defined below**	<input type="checkbox"/> No <input type="checkbox"/> Yes*	<input type="checkbox"/> No <input type="checkbox"/> Yes*	<input type="checkbox"/> No <input type="checkbox"/> Yes*	<input type="checkbox"/> No <input type="checkbox"/> Yes*



**Authorized Signers** – Please list the Authorized Signers of this entity (if not listed above as Beneficial Owner). If your company has additional signers, please complete and attach an additional page.

	Signer #1	Signer #2	Signer #3	Signer #4
Full Name				
Type	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien
Physical Residence Street Address				
Date of Birth				
Identification # (i.e. Social Security # for US Citizens)				
Type of Identification Document Attached (i.e. Driver's License or Passport)				
Is this individual a Politically Exposed Person (as defined below)?**	<input type="checkbox"/> No <input type="checkbox"/> Yes*	<input type="checkbox"/> No <input type="checkbox"/> Yes*	<input type="checkbox"/> No <input type="checkbox"/> Yes*	<input type="checkbox"/> No <input type="checkbox"/> Yes*

**Officer** – Please list one individual who exercises direct control over, or entitlement to, the funds or assets in the account (i.e. Director or Executive Officer of a corporate entity). If this is the same as an individual listed above, only list that individual's name below.

Full Name	
Type	<input type="checkbox"/> US Citizen <input type="checkbox"/> Foreign <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien
Physical Residence Street Address	
Date of Birth	
Identification # (i.e. Social Security # for US Citizens)	
Type of Identification Document Attached (i.e. Driver's License or Passport)	
Is this individual a Politically Exposed Person (as defined below)?**	<input type="checkbox"/> No <input type="checkbox"/> Yes*

Can your business be influenced by a current or former Politically Exposed Person	<input type="checkbox"/> No
---	-----------------------------

(foreign government only), not listed above? **	<input type="checkbox"/> Yes*
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\*You may be contacted for further information.

\*\*Politically Exposed Person is defined as:

- A. A current or former senior official of any foreign government (those with substantial authority over policy, operations or use of government owned resources; a Consul General or senior administrative official)
- B. A current or former senior executive of a major foreign political party
- C. A current or former senior executive of a foreign government-owned enterprise (those with substantial authority over policy, operations or use of government owned resources)

**Note:** The definition of a Politically Exposed Person (PEP) also includes relationships involving immediate family members or close associates.

## Account Information

Please complete the following information for this account.		
Please identify the scope of this account. (Select all that apply.)	<input type="checkbox"/> Automated Clearing House (ACH) <input type="checkbox"/> Branch Cash <input type="checkbox"/> Cash Letter <input type="checkbox"/> Cash Vault Services <input type="checkbox"/> Commercial/Equipment Lease <input type="checkbox"/> Concentration Accounts <input type="checkbox"/> Controlled Disbursement <input type="checkbox"/> Debt Capital Market <input type="checkbox"/> Deposit Accounts <input type="checkbox"/> Fixed Income Investment <input type="checkbox"/> Foreign Exchange <input type="checkbox"/> Image Cash Letter <input type="checkbox"/> Insurance	<input type="checkbox"/> International Trade Finance <input type="checkbox"/> Lockbox <input type="checkbox"/> Lending/Credit Facilities <input type="checkbox"/> Monetary Instruments <input type="checkbox"/> Money Center/First American Funds <input type="checkbox"/> Municipal Securities <input type="checkbox"/> Payable Through Draft <input type="checkbox"/> Remote Deposit Capture (RDC) <input type="checkbox"/> Remotely Created Checks <input type="checkbox"/> SinglePoint/Electronic Banking <input type="checkbox"/> Sweep <input type="checkbox"/> Wire Transfer <input type="checkbox"/> Other US Bank Products:
Provide the additional details for the selected account types:		
For Automated Clearing House only	What is the monthly average volume (domestic and international) \$ Total Dollar Amount: \$ Anticipated ANNUAL INTERNATIONAL volume of incoming and outgoing ACH:	
For Branch Cash and/or Cash Vault Services only	Will these services be used within 100 miles of the Southwest border of the U.S.? <input type="checkbox"/> No <input type="checkbox"/> Yes	
For Deposit Accounts only	What is the purpose of the account (select all that apply)? <input type="checkbox"/> ATM <input type="checkbox"/> Concentration Account <input type="checkbox"/> Investments <input type="checkbox"/> Operating Account <input type="checkbox"/> Payroll	




Direct or Indirect owners of 25% or more of the company:		
Name:	Address:	Occupation:

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

- To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.
- When you open an account, we will ask for your name, address and other information that will allow us to identify you.
- We may also ask to see other documents that substantiate your identity.

**Note:** When completing the Beneficial Owners, Authorized Signers and Officers sections, certain data elements are not required. However, we may require these data elements in certain instances to substantiate the identity of these individuals.

Form Completed by:

Authorized Signer:

Title:

Date:



## Custom Master Services Agreement

Customer Tax Identification Number: \_\_\_\_\_

I, \_\_\_\_\_, HEREBY CERTIFY that I am \_\_\_\_\_ of \_\_\_\_\_ ("Customer"), an entity organized under the laws of the State of \_\_\_\_\_. I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer hereby agrees as follows:

### **DEPOSIT ACCOUNTS:**

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.

2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.

3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.

4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

### **TREASURY MANAGEMENT SERVICES:**

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.

6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.



## Custom Master Services Agreement

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### **MONEY CENTER AND SAFEKEEPING SERVICES:**

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

### **FOREIGN EXCHANGE:**

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

### **FOREIGN CURRENCY ACCOUNTS:**

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix D (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

### **OTHER SERVICES:**

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

### **GENERAL:**

11. Notwithstanding anything to the contrary, Customer grants Airlines Clearing House, Inc. ("ACH") authority to review information regarding the Account(s) listed on Appendix A on Bank's SinglePoint information reporting and transaction services system as well as any ACH settlement and related databases and further grants Airlines Clearing House (ACH) authority to deposit funds into and transfer funds from the Account(s) listed on Appendix A, in accordance with the terms and conditions of any agreement between Customer and ACH. Notwithstanding the foregoing, Bank is not responsible for any action or inaction taken by ACH that violates any agreement between Customer and ACH.

12. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.

13. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.



## Custom Master Services Agreement

14. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, that such persons have full power and authority to exercise the same and he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates.

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

The undersigned Contract Signers have executed this MSA as of the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Contract Signer  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Contract Signer  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Contract Signer  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Contract Signer  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Contract Signer  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Contract Signer  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Contract Signer  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

Contract Signer  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

For Internal Use Only:

Review _____	Validation Method _____	TL Review _____	Imaged _____
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# Master Services Agreement - Instructions

**usbank** **1 Master Services Agreement**

Customer Tax ID Number: **2**

I, **3**, HEREBY CERTIFY that I am **4**  
of **5** ("Customer"), a **6** organized under  
the laws of the State of **6**. I further certify that I have full power and lawful authority  
to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action  
required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed  
below to act on behalf of Customer in all transactions contemplated under this MSA. Customer hereby agrees as follows:

DEPOSIT ACCOUNTS: **7**  
OTHER SERVICES:  
TREASURY MANAGEMENT SERVICES:  
FOREIGN EXCHANGE:  
FOREIGN CURRENCY ACCOUNTS:  
GENERAL:

The undersigned Contract Signers have executed this MSA as of the **8** day of **9**,  
20**10**.

**11**

Print Name: **12** Print Name: **13**  
Print Title: **13** Print Title: **13**

Print Name: **13** Print Name: **13**  
Print Title: **13** Print Title: **13**

Print Name: **13** Print Name: **13**  
Print Title: **13** Print Title: **13**

Print Name: **13** Print Name: **13**  
Print Title: **13** Print Title: **13**

Print Name: **13** Print Name: **13**  
Print Title: **13** Print Title: **13**

Nov. 9/10 **11** **12** **13** Page 1 of 1

1	The Master Services Agreement (MSA) encompasses your Depository Account, Treasury Management and Foreign Currency Account authorized signers. The MSA has 3 Appendices which designate authorized signers for each type of account/service: Appendix A – Depository Accounts Appendix B – Treasury Management Services Appendix C – Foreign Currency Accounts Note: Appendices only completed for accounts/services requested.
2	Enter the Tax Identification of your Parent/Lead Company
3	Enter the name of the individual (Contract Signer) who is attesting to the accuracy of the MSA. The <b>Contract Signer(s)</b> are also authorized to execute documentation to add or delete authorized signers.
4	Select from the dropdown box the title of the individual (Contract Signer) attesting to the MSA.
5	Enter the Legal Name of your Parent/Lead Company.
6	Enter the State where the company is organized
7	Content headings in the body of the document
8	Enter the day the form is signed by the Contract Signer(s)
9	Enter the month the form is signed by the Contract Signer(s)
10	Enter the year the form is signed by the Contract Signer(s)
11	The signature of the individual (Contract Signer) who was identified on Page 1 of the MSA per instruction #3 above. Additional lines are provided for additional Contract Signers.
12	Printed name of Contract Signer(s)
13	Printed title of Contract Signer(s)





## Appendix A

### Account Signers

#### Customer Information

Customer Name: \_\_\_\_\_ Tax Identification Number: \_\_\_\_\_

#### Account Information

Account Name	Account Number	Tax Identification Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### Authorized Account Signers

Name	Title	Specimen Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above.

Contract Signer Signature: \_\_\_\_\_ Print Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### For Internal Use Only:

Authorized Signers are related to the Master Services Agreement dated: \_\_\_\_\_

U.S. Bank Validated \_\_\_\_\_ U.S. Bank TL  
Review \_\_\_\_\_ Review \_\_\_\_\_ Imaged \_\_\_\_\_

# Appendix A Instructions

**usbank** Appendix A  
Account Signers

**Customer Information**

Customer Name: 1 Tax Identification Number: 2

**Account Information**

Account Name	Account Number	Tax Identification Number
<u>3</u>	<u>4</u>	<u>5</u>

**Authorized Account Signers**

Name	Title	Specimen Signature
<u>6</u>	<u>7</u>	<u>8</u>

**SAMPLE**

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above.

Contract Signer Signature: 9 Print Title: 10  
Print Name: 11 Date: 12

Appendix A is used to authorize Depository Account Signers. An Authorized Account Signer is a person or persons authorized to open, add, modify or close accounts and to sign checks, drafts, or other orders of transfers. Please contact your U.S. Bank representative for assistance.

## Instructions:

1	Enter or write your company name as stated on MSA.
2	Enter or write main Tax Identification Number (TIN) of your company as stated on MSA.
3	Enter or write name or title for each account. <b>Note: All accounts must have the same Authorized Account Signers.</b>
4	Enter or write account number for each account.
5	Enter or write TIN for each account.
6	Enter or write name of the Authorized Account Signer for each signer.
7	Enter or write title of the Authorized Account Signer for each signer.
8	Account Signer signature for each signer
9	Contract Signer signature.
10	Enter or write title of Contract Signer
11	Enter or write name of Contract Signer.
12	Enter or write date the form is signed.



**Tax Identification  
Number:**

Customer Name: \_\_\_\_\_

## Name

# Title

**Specimen Signature**

**The Contract Signer listed below further represents and warrants to the Bank that the signatures listed above are the true and authentic signatures of the Authorized Treasury Management Signer(s) and that Customer has taken all action required by its organizational documents to appoint the Authorized Treasury Management Signer(s).**

Contract Signer Signature:

Print Title:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

For Internal Use Only:

Authorized Signers are related to the Master Services Agreement dated: \_\_\_\_\_

## U.S. Bank Review

Validated\_\_\_\_\_

## U.S. Bank TL Review

Imaged

## Appendix B Instructions



## Appendix B

### Treasury Management Signers

## Customer Information

Customer Name:  Tax Identification Number:

## Authorized Treasury Management Signers

[illegible]

The Contract Signer listed below further represents and warrants to the Bank that the signatures listed above are the true and authentic signatures of the Authorized Treasury Management Signer(s) and that Customer has taken all action required by its organizational documents to appoint the Authorized Treasury Management Signer(s).

Contract Signer Signature: (6)

Print Name: (8)

Print Title: (7)

Date: (9)

Appendix B is used to authorize Treasury Management Signers.  
An Authorized Treasury Management (TM) Signer is a person or person  
empowered to authorized Treasury Management services.

Please call your U.S. Bank contact for assistance.

**Instructions:**

1	Enter or write your company name as stated on MSA.
2	Enter or write main Tax Identification Number (TIN) of your company as stated on MSA.
3	Enter or write name of Authorized TM Signer for each signer.
4	Enter or write title of Authorized TM Signer for each signer.
5	Authorized TM Signer signature for each signer.
6	Contract Signer signature.
7	Enter or write title of the Contract Signer.
8	Enter or write name of the Contract Signer.
9	Enter or write the date the form is signed.



## U.S. Bank SinglePoint® System Administrator Authorization Form

The purpose of this form is to create or update system administrators. The U.S. Bank SinglePoint Account Questionnaire is also required to complete the initial product setup. Please complete, sign and fax this form to the fax number provided below.

### Customer Information

Customer Name:			
Address:			
Contact Name:	Phone:	( ) -	Ext.
Email Address:	Fax:	( ) -	

### Customer ID

SinglePoint interacts with other U.S. Bank applications to offer one point of access, called Single Sign-on. For Single Sign-on your Customer ID must match between the Single Sign-on applications.

Please indicate if you are using any of the following applications by selecting the checkboxes next to the product name. If you have a current Customer ID from one of these applications you would like to use, or if you are an existing SinglePoint customer, please enter the Customer ID in the field provided.

**If you do not use any of these products please leave this section blank, a Customer ID will be assigned.**

U.S. Bank Single Sign-on Products ☐ FX Web ☐ Global Trade ☐ Image Look ☒ SinglePoint

Customer ID: \_\_\_\_\_

U.S. Bank SinglePoint System Administration helps you achieve new levels of efficiency by providing the ability to perform user setup and maintenance tasks online without U.S. Bank assistance. This service is a fast, efficient and secure way to immediately update user information.

For security purposes and risk mitigation, U.S. Bank recommends that customers periodically review all SinglePoint system administrators, users and their assigned services.

### Dual Authorization

U.S. Bank recommends maintaining Dual Authorization for System Administration with a minimum of three system administrators for each Customer ID.

In selecting No, this completed form authorizes U.S. Bank to omit Dual Authorization when completing a setup for a new SinglePoint Customer ID, or to remove Dual Authorization for System Administration Maintenance for the existing SinglePoint Customer ID referenced above.

Is Dual Authorization required for all System Administration User Maintenance? ☐ Yes ☐ No

If yes, specify ☐ For All Modules (default) ☐ For ACH, Bill Pay, Book Transfer, Investments and Wire Transfer only

Is Dual Authorization required for System Administration Global Approvals? ☐ Yes ☐ No

Is Dual Authorization required for System Administration Password Resets? ☐ Yes ☐ No

### System Administrator Information

**Provide user information for each system administrator below, all fields required.**

Set up system administrators with all services?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(By selecting No, the system administrators will have administrative functions only.)
Require token to access system administration functions?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
First Administrator Name:	Phone:	( ) - Ext.
Email Address:	Fax:	( ) -
User ID:		

**Provide user information for each system administrator below, all fields required.**

## System Administrator Information

Second

Administrator Name: \_\_\_\_\_ Phone: ( ) - Ext. \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: ( ) - \_\_\_\_\_

User ID: \_\_\_\_\_

Third

Administrator Name: \_\_\_\_\_ Phone: ( ) - Ext. \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: ( ) - \_\_\_\_\_

User ID: \_\_\_\_\_

☐ If additional space is needed a spreadsheet may be attached to this signed document. Each page of the spreadsheet must be initialed by the signer of this form. Please check this box and attach spreadsheet.

## Customer Approval

By signing this Authorization Form, Customer represents and warrants that all selections, designations, and/or other instructions contained herein are accurate and have been authorized by Customer, that the Services requested herein shall be governed by the U.S. Bank Services Terms and Conditions or other contract governing the provision of Treasury Management services approved in writing by the Bank, and that the signer listed below is an authorized signer. Bank may rely on the information contained in this Authorization Form until it has been revoked in writing by Customer and Bank has had a reasonable opportunity to act on any such revocation.

Authorized Signer:

(please print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Phone Number: ( ) - Ext. \_\_\_\_\_

## Treasury Management Contact Information

Please fax the completed, signed form to:

Contact Name: N/A Fax Number: (N/A) - \_\_\_\_\_

Phone Number: (N/A) - \_\_\_\_\_ Email Address: N/A@usbank.com

## For U.S. Bank Internal Use Only

Relationship Manager or Account Officer completes this section if a contract is not currently on file for the customer or the Authorized Signer above is not listed on the contract.

I hereby verify that the above signer is authorized to approve services on behalf of the customer.

Account Officer:

(please print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Phone Number: ( ) - Ext. \_\_\_\_\_



## U.S. Bank SinglePoint® System Administrator Authorization Form Instructions

### Customer Information

Customer Name	Enter the legal name of your company as stated on Master Service Agreement
Address	Enter your full mailing address
Contact Name	Enter the name of the individual U. S. Bank may contact
Phone	Enter the contact's phone number
Email Address	Enter the contact's email address
Fax	Enter the contact's fax number

### Customer ID

Customer ID:	Leave blank, the bank will assign
--------------	-----------------------------------

### Dual Authorization

These questions set up the authority for System Administration functions:  
Please make sure to mark **NO** to the Dual Authorization questions if you don't want dual approvals required or **YES** to the Dual Authorization questions if you want all changes to require a second System Administrator's approval.

### System Administrator Information

Administrator Name	Enter full name of User
Phone	Enter User's phone number
Email Address	Enter User's email address
Fax	Enter User's fax number
User ID	Enter first name of User
Require token to access system administration functions?	Do you want to require the additional security of a token to perform Administrative functions? – Respond Yes to require a token or No to not require a token

### Customer Approval

Authorized Signer	Enter printed name of Authorized Signer
Title	Enter title of Authorized Signer
Signature	Signature of Authorized Signer
Date	Enter date the form was completed
Phone Number	Enter Authorized Signer's phone number

### Treasury Management Contact Information

For Bank Use – all fields marked N/A – No information required



# U.S. Bank Wire Transfer Authorization

The purpose of this form is to obtain information and authorization to add, modify or delete your Wire Transfer Service with U.S. Bank. Please complete the form in its entirety. Incomplete forms may cause a delay in the setup process for the wire service you have requested.

**A separate form is required if any options defined on this form are different for individual users.**

**Note:** Do not complete this form if CMT access is needed; complete the U.S. Bank CMT Authorization form.

**Company Name:** \_\_\_\_\_ **Phone Number:** (    ) - \_\_\_\_\_  
**Tax ID (TIN) Number:** \_\_\_\_\_ **Lead Account Number:** \_\_\_\_\_

**NOTE:** Bank recommends designating at least three Authorized Users. Each individual listed on this form should serve as an Initiator or a Confirmer, but not both. Notwithstanding Bank's recommendation, if Customer identifies an Authorized User to act as both Initiator and Confirmer, Customer hereby authorizes U.S. Bank to process a wire initiated and confirmed by such Authorized User.

## Initiator(s)

Customer authorizes the following individual(s) to initiate wire transfers from the accounts listed below. A Wire PIN will be assigned and mailed to each new Initiator.

Add Initiator	Modify Initiator	Delete Initiator	Initiator Name	Initiator Phone Number (Required)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	(    ) - _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	(    ) - _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	(    ) - _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	(    ) - _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	(    ) - _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	(    ) - _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	(    ) - _____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	(    ) - _____

## Account Number(s)

Customer authorizes the above listed individual(s) to initiate wire transfers from accounts listed below in accordance with the Initiator's limits.

1. _____	6. _____	11. _____	16. _____
2. _____	7. _____	12. _____	17. _____
3. _____	8. _____	13. _____	18. _____
4. _____	9. _____	14. _____	19. _____
5. _____	10. _____	15. _____	20. _____

## Initiator(s) Transaction PIN Limit

Customer authorizes each initiator identified above to initiate wire transactions within the transaction limit threshold listed below. A callback will occur on any wire initiated for more than the assigned threshold. Please review each bullet carefully.

- U.S. Bank mandates callbacks to a Confirmer for **voice initiated non-repetitive** wire transfers greater than \$10,000.
- Repetitive Wire transfers exceeding the limit indicated in the field below will trigger a callback to a Confirmer.
- Separate authorization forms are required if transaction limits vary by Initiator(s).
- A value of zero (\$0) in either of the fields below will trigger callbacks on **ALL PIN** initiated wire transfers, including those initiated through Voice, SinglePoint, and CMT.
- A value entered less than the limits defined in SinglePoint or CMT will trigger a callback on the wires initiated through those applications.

Non-Repetitive Transaction Dollar Limit

\$

Repetitive Transaction Dollar Limit

\$





# U.S. Bank

## Wire Transfer Authorization

### PIN Mailing Address

When establishing a new Initiator(s), a PIN mailing address is required. Customer authorizes U.S. Bank to mail the Wire PIN(s) to the attention of the newly authorized Initiator(s) at the address indicated below. A separate authorization form is required for each Initiator if a different address is to be used for mailing the PIN. When a replacement Wire PIN is required, complete the Wire Transfer PIN Reissue Authorization form.

Street Address: \_\_\_\_\_ (no P.O. Boxes)

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

### Confirmer(s)

Customer authorizes the following individual(s) to confirm wire transfers initiated from all accounts in the customer profile, in accordance with the Initiator's limits. A maximum of 15 Confirmers can be designated. For additional security, a Wire PIN and limit may be assigned to each Confirmer by completing the Confirmer with PIN/ Limits Authorization Form.

Add Confirmer	Modify Confirmer	Delete Confirmer	Confirmer Name	Confirmer Phone Number (Required)	Confirmer Priority (Optional)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	( ) - _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	( ) - _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	( ) - _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	( ) - _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	( ) - _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	( ) - _____	_____
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	( ) - _____	_____

### Comments/Additional Instruction

### Customer Approval

By signing this Authorization Form, Customer represents and warrants that all selections, designations, and/or other instructions contained herein are accurate and have been authorized by Customer, that the Services requested herein shall be governed by the U.S. Bank Services Terms and Conditions or other contract governing the provision of Treasury Management services approved in writing by Bank, that the Customer has read and understood the Instructions for completing U.S. Bank Wire Transfer Authorization Form, and that the signer listed below is an authorized signer. Bank may rely on the information contained in this Authorization Form until it has been revoked in writing by Customer and Bank has had a reasonable opportunity to act on any such revocation.

Authorized Signer (please print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Phone Number: ( ) - \_\_\_\_\_

### For U.S. Bank Internal Use Only

I hereby verify that the above signer is authorized to approve services on behalf of the customer.

Account Officer's: (please print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Phone Number: ( ) - \_\_\_\_\_

### For U.S. Bank Wire Operations Use Only

Input by: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



# U.S. Bank

## Wire Transfer Authorization

### Instructions for completing U.S. Bank Wire Transfer Authorization Form

The purpose of these instructions is to help you complete the U.S. Bank Wire Transfer Authorization Form. Use the U.S. Bank Wire Transfer Authorization Form to add, modify or delete wire Initiators or Confirmers with U.S. Bank. This form should also be used to authorize wire capabilities for SinglePoint users. **A separate form is required if any options defined on this form are different for individual users.**

**Note: Do not complete this form if CMT access is needed; complete the U.S. Bank CMT Authorization form.**

**Company Name:** (Required) Enter your company's full legal name.  
**Phone Number:** (Required) Enter your company's phone number. This field has three characters for Area Code or Country ID and 13 characters for phone number.  
**Tax ID Number:** (Required) Enter your company's 9-digit tax identification number.  
**Lead Account Number:** (Required if you are currently initiating Wire Transfers at U.S. Bank) If you do not know what the lead account is, indicate **any** existing U.S. Bank account from which you currently initiate Wire Transfers. The purpose of providing this information is to help identify your existing Wire Transfer setup.

#### Initiator(s)

This section is required if you are adding a new wire transfer service or adding, modifying or deleting an Initiator. **A separate form is required if any options defined on this form are different for individual Initiators.**

**Add Initiator:** Check this box to add a new Initiator to initiate wire transfers.  
**Modify Initiator:** Check this box to modify an existing Initiator. Examples include: modifying the Initiator's phone number, name, limits, etc.  
**Delete Initiator:** Check this box to delete an existing Initiator from initiating capabilities on all wire transfer accounts.  
**Initiator Name:** (Required) Enter Initiator's full name. When modifying or deleting an Initiator, the existing Initiator name(s) must be listed on the form exactly as they currently appear on your wire setup. If an Initiator is modifying their name; specify the new name in the Initiator(s) section and indicate in the Comments/Additional Instruction section of this form the Initiator's former name and that it should be changed.  
**Initiator Phone Number:** (Required) Enter authorized Initiator's phone number. This field has three characters for Area Code or Country ID and 13 characters for phone number.

#### Account Number(s)

**Account numbers are required when adding a new Initiator or adding a new account to an existing Initiator. To delete an account, use the Wire Account Maintenance Form.** List all authorized U.S. Bank accounts from which the Initiator is or will be authorized to initiate transfers. If the form cannot accommodate all account numbers, a separate list of accounts preferably in numerical order can be attached. All pages of the attached account listing must be signed by an Authorized Signer.

#### Initiator(s) Transaction PIN Limit

The confirmation process for a voice initiated wire transfer is an additional security measure. Transaction PIN Limit thresholds are established for the purpose of determining when a callback will be required by the customer. U.S. Bank mandates callbacks to a Confirmer on voice initiated non-repetitive wire transfers \$10,000 or more, regardless of any transaction PIN limit threshold indicated for the Users and also requires a callback when the transaction PIN limit threshold is exceeded.

Use this section to establish the Initiator's Transaction PIN Limit threshold. If the transaction limit fields are left blank, when establishing a new Initiator, the transaction threshold will default to \$999,999,999.99.

When modifying the Transaction PIN Limit threshold for an existing Initiator(s), if the field is left blank, no change will be made. To change the dollar threshold, complete each field with the new threshold amount, the word "unlimited," or \$999,999,999.99 to indicate the Initiator's new callback limits.

When adding an account to an existing initiator if the field is left blank, the PIN limit threshold will default to unlimited.

#### Non-Repetitive Transaction Limit:

- If a callback to a Confirmer is desired for ALL voice initiated non-repetitive wire transfers, enter zero (\$0). When using SinglePoint or CMT to initiate wires, do not enter zero (\$0) in this field, see Note below\*.
- If a callback to a Confirmer is desired for voice initiated non-repetitive wire transfers under the \$10,000 bank mandated limit, enter the dollar amount.
- If a callback to a Confirmer is desired for voice initiated non-repetitive wire transfers above a specific dollar limit, enter the dollar amount.

#### Repetitive Transaction Limit:

If no callback to a Confirmer is desired for voice initiated repetitive wire transfers, leave blank.

If a callback to a Confirmer is desired for ALL voice initiated repetitive wire transfers, enter zero (\$0).

If a callback to a Confirmer is desired for voice initiated repetitive wire transfers above a specific dollar limit, enter the dollar amount.

**NOTE:** Placing a zero, or a value less than the limit established in SinglePoint and CMT, in this field would result in a callback on the non-repetitive wires initiated through SinglePoint and CMT. To require a callback on only the Voice initiated non-repetitive wires requested over the phone, complete the Callback On Voice Initiated Non-Repetitive Wire Authorization form. By completing the authorization form, a callback will occur on the non-repetitive wires submitted by phone but will not impact the wires initiated through SinglePoint or CMT.



# U.S. Bank

## Wire Transfer Authorization

### PIN Mailing Address

This section is required if you are establishing a new Initiator. A separate form should be used if the PIN mailing address is different for any user listed on this form.

**NOTE: A Customer's Wire PIN, for security reasons, may never be delivered to the attention of a U.S. Bank Employee or to a P.O. Box.**

**Street Address:** (Required for new Initiators) Enter the mailing address for the Initiator PINs. No P.O. Boxes are permitted, the address must be a street address. This information is required for all new Initiators.

**Note:** To request a Wire PIN to be reissued, complete the Wire Transfer PIN Reissue Authorization Form.

### Confirmer(s)

This section is required if you are adding a new wire transfer service or adding, modifying or deleting a Confirmer. A Confirmer is the individual at your company that will receive a phone call from U.S. Bank to approve wire transfers initiated by your company when a callback is either required or requested. The Confirmer is responsible for confirming ALL wires on any and ALL accounts. You cannot restrict accounts by Confirmer. By designating a Confirmer for your company, this individual is responsible for confirming wires entered by ALL Initiators when a callback is required. A maximum of 15 Confirmers can be designated.

**Add Confirmer:** Check this box if you are adding a new Confirmer.

**Modify Confirmer:** Check this box if you are modifying an existing Confirmer. Examples include; modifying phone number for existing user, modifying name of existing user, modifying the Confirmer Order, etc.

**Delete Confirmer:** Check this box if you are deleting a Confirmer from confirming capabilities on all wire transfer accounts.

**Confirmer Name:** (Required) Enter the Confirmer's full name. Existing Confirmer name(s) must be listed on the form exactly as they currently appear on your wire setup. If a user is modifying their name, specify the new name in the Confirmer section and indicate in the Comments/Additional Instruction section of this form the Confirmer's former name and that it should be changed.

**Confirmer Phone Number:** (Required) Enter the Confirmer's phone number. This field has three characters for Area Code or Country ID and 13 characters for phone number.

**Confirmer Priority:** (Optional) Indicate 1, 2, 3 etc. This is the order in which the bank will contact the Confirmers. For example, if you specify 1, the bank will attempt to contact that Confirmer first to confirm an initiated wire transfer. If that person is not available, the bank will attempt to contact the person you have identified to be priority number 2. If an order is specified for Confirmer(s) on the form, the priority order should be specified for all other Confirmers listed. The order of callback will be determined by U.S. Bank if no callback order is specified.

**Note: On confirming with PIN:** For additional security, a Wire PIN and limit may be assigned to each Confirmer by completing the **Confirmer with PIN Company Level Authorization Form**. All users at your company must use the same confirmation method, either with or without a PIN.

### Comments

Include any additional comments in this section.

### Wire Advice Notification

Mailed Wire Advices are sent to all new U.S. Bank wire transfer customers providing them with the wire detail of incoming or outgoing wires. U.S. Bank recommends customers receive this wire notification whether it is through mail, fax, voice advices or SinglePoint information reporting. You may elect to eliminate the default mailed wire advice by completing the Wire Advice Method Authorization form.

### Customer Approval

An authorized signer for your company must complete this section. The authorized signer(s) for your company can be found on the Master Services Agreement Appendix B or B-1, Voice Wire Transfer Agreement, the Treasury Management Service Agreement, or other contract governing the provision of Treasury Management services approved in writing by Bank, on file for your company at U.S. Bank.

**Authorized Signer:** (Required) Print the name of the authorized signer.

**Title:** Print the official title of the authorized signer.

**Signature:** (Required) Provide the original signature of the authorized signer.

**Date:** Enter the date the form was signed.

### For U.S. Bank Internal Use Only

This section is to be completed by an Account Officer at U.S. Bank.

### For U.S. Bank Wire Operations Use Only

This section is to be completed by a representative of Wire Operations at U.S. Bank.



# U.S. Bank

## Wire Advice Method Authorization

The purpose of this form is to obtain information and authorization to add, modify or delete wire advice method(s) associated with your wire services at U.S. Bank. Each account that receives incoming or sends outgoing wires will automatically default to receive a standard mail advice for each wire transfer, this form is used to modify the default setting. Please complete this form in its entirety. Incomplete forms may cause a delay in the setup process for the wire service you have requested.

Company Name: \_\_\_\_\_ Phone Number: ( ) - \_\_\_\_\_

Tax ID (TIN) Number: \_\_\_\_\_ Lead Account Number: \_\_\_\_\_

### Account Number(s)

Customer authorizes the advice types identified on this form to be set up for the accounts listed below.

- |          |           |           |
|----------|-----------|-----------|
| 1. _____ | 6. _____  | 11. _____ |
| 2. _____ | 7. _____  | 12. _____ |
| 3. _____ | 8. _____  | 13. _____ |
| 4. _____ | 9. _____  | 14. _____ |
| 5. _____ | 10. _____ | 15. _____ |

### Standard Mail Wire Advice

**DELETE:** Customer selects the option to **delete** the Standard Mail Wire Advice on all accounts listed above. Standard Mail Wire Advice is the default setup for incoming and outgoing wires on all accounts.

☒ Delete **Outgoing and Incoming** Mail Wire Advices ☐ Delete **Outgoing** Mail Wire Advice Only ☐ Delete **Incoming** Mail Wire Advice Only

**RESTORE:** Customer selects the option to **restore** the Standard Mail Wire Advice on all accounts listed above. This option is selected when the default Standard Mail Advice had been previously turned off (address information is required below).

☐ Add Standard Mail Wire Advice (Outgoing and Incoming) ☐ Add **Outgoing** Mail Wire Advice Only ☐ Add **Incoming** Mail Wire Advice only

Street: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

**UPDATE:** Customer selects the option below to update the Standard Mail Wire Advice address on file or to request an additional Standard Mail Wire Advice to be created for each account in the customer profile.

☐ **Address Change** (enter new address below)

Street: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

☐ **Additional Mail Advice** (specify the address below). This will establish a second advice for all account(s) listed under the customer profile.

☐ Add Additional Mail Wire Advice (Outgoing and Incoming) ☐ Add Additional **Outgoing** Mail Wire Advice Only ☐ Add **Incoming** Mail Wire Advice only

Street: \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Country: \_\_\_\_\_

### Phone Wire Advice – Incoming

Customer selects the option for Phone Wire Advice on all incoming wires for accounts listed above. A Standard Mail Wire Advice will continue to be sent for incoming wire transfers with this option unless the "Delete **Incoming Mail Wire Advice**" option under Standard Mail Wire Advice is selected above.

☐ Add ☐ Modify ☐ Delete Phone Number: ( ) - \_\_\_\_\_



# U.S. Bank

## Wire Advice Method Authorization

### Fax Wire Advice – Incoming

Customer selects the option for Fax Wire Advices on all Incoming wires for the accounts listed above. The Standard Mail Wire Advice will be automatically deleted when selecting this option. Customer may request to continue receiving the Standard Mail Wire Advice by selecting the "ADD Incoming Mail Wire Advice" option above.

☐ Add

☐ Modify

☐ Delete

Fax Number: ( ) -

Default Phone Number\*: ( ) - (Required)

\*In the event of a Fax failure, we will attempt to contact you at this number for wire advices on incoming wires.

### Fax Wire Advice – Outgoing

Customer selects the option for Fax Wire Advices on all outgoing wires for the accounts listed above. The Standard Mail Wire Advice will be automatically deleted when selecting this option. Customer may request to receive the Standard Mail Wire Advice by selecting the "ADD Outgoing Mail Wire Advice" option above.

☐ Add

☐ Modify

☐ Delete

Fax Number: ( ) -

### Comments

### Customer Approval

By signing this Authorization Form, Customer represents and warrants that all selections, designations, and/or other instructions contained herein are accurate and have been authorized by Customer, that the Services requested herein shall be governed by the U.S. Bank Services Terms and Conditions or other contract governing the provision of Treasury Management services approved in writing by Bank, that the Customer has read and understood the Instructions for completing the U.S. Bank Wire Advice Method Authorization Form, and that the signer listed below is an authorized signer. Bank may rely on the information contained in this Authorization Form until it has been revoked in writing by Customer and Bank has had a reasonable opportunity to act on any such revocation.

Authorized Signer  
(please print):

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: / /

Phone  
Number: ( ) -

### For U.S. Bank Internal Use Only

I hereby verify that the above signer is authorized to approve services on behalf of the Customer.

Account Officer's Name:  
(please print)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: / /

Phone  
Number: ( ) -

### For U.S. Bank Wire Operations Use Only

Input by: \_\_\_\_\_ Date: / /

Verified by: \_\_\_\_\_ Date: / /



# U.S. Bank

## Wire Advice Method Authorization

### Instructions for completing U.S. Bank Wire Advice Method Authorization Form

The purpose of these instructions is to help you complete the U.S. Bank Wire Advice Method Authorization Form. Use the U.S. Bank Wire Advice Method Authorization Form to establish, modify or delete the wire advice method associated with your wire service. Each account that receives incoming or initiates outgoing wires will automatically receive standard mail advice. This form should be completed when a change to the standard mail advice is needed or an advice option is requested other than the standard mail advice.

- Company Name:** (Required) Enter your company's full legal name.
- Phone Number:** (Required) Enter your company's phone number. This field has three characters for Area Code or Country ID and 13 characters for phone number
- Tax ID Number:** (Required) Enter your company's 9-digit tax identification number.
- Lead Account Number:** (Required if you are currently initiating Wire Transfers at U.S. Bank) If you do not know what the lead account is, indicate *any* existing U.S. Bank account from which you currently initiate Wire Transfers. The purpose of providing this information is to help identify your existing Wire Transfer profile.

#### Account Numbers

List the account number(s) for the advice method. If the form cannot accommodate all account numbers, a separate list of accounts can be attached. The attached list of accounts must be on company letterhead and must be signed by an Authorized Signer.

#### Standard Mail Wire Advice

Complete this section to delete a Standard Mail Wire Advice, add the Standard Mail Wire Advice back when it has been previously removed, change an address, or add an additional Standard Mail Wire Advice. Mail Wire Advice is the default for all wire transfer transactions at U.S. Bank and is sent for both incoming and outgoing wires.

##### Delete Standard Mail Advice:

- Delete Outgoing and Incoming Mail Advice: Select this option to delete the current Standard Mail (Outgoing and Incoming) Wire Advice for the account(s) indicated in the table.
- Delete Outgoing Mail Advice: Select this option to delete just the Outgoing Mail Advice for the account(s) listed in the table.
- Delete Incoming Mail Advice: Select this option to delete just the Incoming Mail Advice for the account(s) listed in the table.

**Note:** When one of these options has been selected, the customer will no longer receive a Standard Mail Wire Advice for incoming and/or outgoing wire transactions.

##### Restore Standard Mail Advice

- Add Outgoing and Incoming Mail Advice: Select if adding Standard Mail Wire Advice. This option is used in the event that the mail advice had been discontinued and you now wish to reestablish the service. The address field must be completed if "Add" is selected.
- Add Outgoing Mail Advice Only: Select this option to add just the Outgoing Mail Advice for the account(s) listed in the table.
- Add Incoming Mail Advice Only: Select this option to add just the Incoming Mail Advice for the account(s) listed in the table

##### Update Standard Mail Advice:

- Address Change: Select if requesting to change the address where the existing wire advice is sent or if the company address has changed. New address is required.
- Additional Mail Advice: Select if requesting an additional mail advice be sent to multiple individuals or multiple addresses for the same account(s). Additional mail advice may also be selected if fax advice is selected (mail advice is automatically discontinued when fax advice is established) and the mail advice should be sent in addition to the fax advice. Address information must be completed.

#### Phone Wire Advice - Incoming

Complete this section to add, modify or delete Incoming Phone Wire Advice.

- Add:** Select if adding phone advice.
- Modify:** Select if modifying your current phone number for your advice notification.
- If ADD or MODIFY is selected:**

**Phone Number:** (Required) Enter the phone number to be called for phone advice on incoming wires.

- Delete:** Select if deleting phone advice. If this option is selected, you will no longer receive advice for incoming transactions. If you would like to reestablish mail advice, complete "Add" in the "Standard Mail Advice" section above.



# U.S. Bank

## Wire Advice Method Authorization

### Fax Wire Advice - Incoming

Complete this section to add, modify or delete Incoming Fax Wire Advice. If you would like to receive mail advice for outgoing wires in addition to the fax advice, "Additional Mail Advice" must be selected in the section "Standard Mail Wire Advice" above.

**Add:** Select if adding Fax advice.

**Modify:** Select if modifying your current Fax number for your advice notification.

If ADD or MODIFY is selected, complete the applicable fields below:

**Fax Number:** (Required) Enter the fax number to be used for incoming fax advice. Fax advice is sent immediately after incoming wire is processed.

**Default Phone Number:** (Required) Enter the default phone number for use in the event of fax failure.

*Please Note:* If the advice is given via phone through this back-up method, you will receive an additional mail advice.

**Delete:** Select if deleting fax advice. If this option is selected, you will no longer receive advice for incoming transactions. If you would like to reestablish mail advice, complete "Add" in the "Standard Mail Advice" section above.

### Fax Wire Advice - Outgoing

Complete this section to add, modify or delete Outgoing Fax Wire Advice. If you would like to receive mail advice for outgoing wires in addition to the fax advice, "Additional Mail Advice" must be selected in the section "Standard Mail Wire Advice" above.

**Add:** Select if adding outgoing fax advice.

**Modify:** Select if modifying outgoing fax advice. This option should be selected if you are changing your fax number.

If ADD or MODIFY is selected:

**Fax Number:** (Required) Enter the fax number to be used for outgoing fax advice. Outgoing fax advice is sent immediately after outgoing wire is processed for specified account(s).

**Delete:** Select if deleting outgoing fax advice. If you would like to reestablish mail advice, complete "Add" in the "Standard Mail Advice" section above.

### Comments

Include any additional comments in this section.

### Customer Approval

An authorized signer for your company must complete this section. The authorized signer(s) for your company can be found on the Master Services Agreement Appendix B or B-1, Voice Wire Transfer Agreement, the Treasury Management Service Agreement, or other contract governing the provision of Treasury Management services approved in writing by Bank, on file for your company at U.S. Bank.

**Authorized Signer:** (Required) Print the name of the authorized signer.

**Title:** Print the official title of the authorized signer.

**Signature:** (Required) Provide the original signature of the authorized signer.

**Date:** Enter the date the form was signed.

### For U.S. Bank Internal Use Only

This section is to be completed by an officer at U.S. Bank.

### For U.S. Bank Wire Operations Use Only

This section is to be completed by a representative of Wire Operations at U.S. Bank.

## W-8BEN (When Required)

Following Is the United States IRS W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals) form. When required, a completed copy of this form shall be sent to U.S. Bank as part of the account opening procedure.

For a downloadable PDF version of this file, either click [HERE](#) or go to <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>



## Form **W-8BEN-E**

(Rev. April 2016)  
Department of the Treasury  
Internal Revenue Service

## Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.  
► Information about Form W-8BEN-E and its separate instructions is at [www.irs.gov/formw8bene](http://www.irs.gov/formw8bene).  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

### Do NOT use this form for:

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the U.S. (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary . . . . . W-8IMY

### Instead use Form:

## Part I Identification of Beneficial Owner

<b>1</b> Name of organization that is the beneficial owner	<b>2</b> Country of incorporation or organization															
<b>3</b> Name of disregarded entity receiving the payment (if applicable, see instructions)																
<b>4</b> Chapter 3 Status (entity type) (Must check one box only): <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> Simple trust</td> <td><input type="checkbox"/> Grantor trust</td> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Disregarded entity</td> <td><input type="checkbox"/> Partnership</td> </tr> <tr> <td><input type="checkbox"/> Central Bank of Issue</td> <td><input type="checkbox"/> Tax-exempt organization</td> <td><input type="checkbox"/> Complex trust</td> <td><input type="checkbox"/> Estate</td> <td><input type="checkbox"/> Government</td> </tr> <tr> <td colspan="2"></td> <td><input type="checkbox"/> Private foundation</td> <td><input type="checkbox"/> International organization</td> <td></td> </tr> </table> If you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes" complete Part III. <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>		<input type="checkbox"/> Simple trust	<input type="checkbox"/> Grantor trust	<input type="checkbox"/> Corporation	<input type="checkbox"/> Disregarded entity	<input type="checkbox"/> Partnership	<input type="checkbox"/> Central Bank of Issue	<input type="checkbox"/> Tax-exempt organization	<input type="checkbox"/> Complex trust	<input type="checkbox"/> Estate	<input type="checkbox"/> Government			<input type="checkbox"/> Private foundation	<input type="checkbox"/> International organization	
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<b>5</b> Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status). <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonparticipating FFI (including a limited FFI or an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).   <input type="checkbox"/> Participating FFI.  <input type="checkbox"/> Reporting Model 1 FFI.  <input type="checkbox"/> Reporting Model 2 FFI.  <input type="checkbox"/> Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.   <input type="checkbox"/> Sponsored FFI. Complete Part IV.  <input type="checkbox"/> Certified deemed-compliant nonregistering local bank. Complete Part V.  <input type="checkbox"/> Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.  <input type="checkbox"/> Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.  <input type="checkbox"/> Certified deemed-compliant limited life debt investment entity. Complete Part VIII.  <input type="checkbox"/> Certified deemed-compliant investment advisors and investment managers. Complete Part IX.  <input type="checkbox"/> Owner-documented FFI. Complete Part X.  <input type="checkbox"/> Restricted distributor. Complete Part XI.                         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonreporting IGA FFI. Complete Part XIII.  <input type="checkbox"/> Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.   <input type="checkbox"/> International organization. Complete Part XIV.  <input type="checkbox"/> Exempt retirement plans. Complete Part XV.  <input type="checkbox"/> Entity wholly owned by exempt beneficial owners. Complete Part XVI.  <input type="checkbox"/> Territory financial institution. Complete Part XVII.  <input type="checkbox"/> Nonfinancial group entity. Complete Part XVIII.  <input type="checkbox"/> Excepted nonfinancial start-up company. Complete Part XIX.  <input type="checkbox"/> Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.  <input type="checkbox"/> 501(c) organization. Complete Part XXI.  <input type="checkbox"/> Nonprofit organization. Complete Part XXII.  <input type="checkbox"/> Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.  <input type="checkbox"/> Excepted territory NFFE. Complete Part XXIV.  <input type="checkbox"/> Active NFFE. Complete Part XXV.  <input type="checkbox"/> Passive NFFE. Complete Part XXVI.  <input type="checkbox"/> Excepted inter-affiliate FFI. Complete Part XXVII.  <input type="checkbox"/> Direct reporting NFFE.  <input type="checkbox"/> Sponsored direct reporting NFFE. 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<b>6</b> Permanent residence address (street, apt. or suite no., or rural route). <b>Do not use a P.O. box or in-care-of address</b> (other than a registered address). <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">City or town, state or province. Include postal code where appropriate.</td> <td style="width: 30%;">Country</td> </tr> </table>		City or town, state or province. Include postal code where appropriate.	Country													
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<b>8</b> U.S. taxpayer identification number (TIN), if required	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b>9a</b> GIIN</td> <td style="width: 50%;"><b>b</b> Foreign TIN</td> </tr> </table>	<b>9a</b> GIIN	<b>b</b> Foreign TIN													
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<b>10</b> Reference number(s) (see instructions)																

**Note:** Please complete remainder of the form including signing the form in Part XXX.

**For Paperwork Reduction Act Notice, see separate instructions.**

Cat. No. 59689N

Form **W-8BEN-E** (Rev. 4-2016)

## Code of Federal Regulations-14 CFR Part 158-Passenger Facility Charges (PFC's)

This may be found either by clicking [HERE](#), or by going to

<http://www.ecfr.gov/cgi-bin/text-idx?SID=4e93e100d2cdaa953f4ea472b50b29f5&mc=true&node=pt14.3.158&rgn=div5>