CONTRACT AMENDMENT

Solicitation No. P11-0015C Page 1 of 2

Description: Banking Services (General)

Amendment No. Four (4) Date: August 15, 2016

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Lisa Houg

In accordance with and pursuant to the Contract Special Terms and Conditions for Banking Services (General) No. P11-0015 (C) contract between Wells Fargo Bank and the City of Peoria, shall be amended to incorporate the addition of Medical Lockbox Services as detailed in the attached pricing proposal.

All other Terms and Conditions of the existing contract shall remain the same.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
Dan Warren	8-16-16	Dan Warren, Government Relationship Manager	Wells Fargo Bank, N.A.

Address	City	State	Zip Code
100 W. Washington St., 20th Floor	Phoenix	AZ	85003

Attested By:

for Rhonda Geriminsky, City Clerk

City Seal
Copyright 2003
City of Peoria, Arizona

CC Number

ACON05011D
Contract Number

Director: Brent Mattingly, Chief Financial Officer

Department Rep: Sonia Andrews, Finance Manager

Approved as to Form:

City Attorney

The above referenced Contract Amendment is hereby Executed:

August 24, 2016, at Peoria, Arizona

Dan Zenko, Materials Manager

Rev (05/09/16) CF

WELLS FARGO

Wells Fargo Treasury Management Proposal

City of Peoria

Pricing as of June 2016

WF Code	AFP Code	Service Description	Price	Monthly Volume	Activity Charges
		Paper Checks Deposited			
311	100220	WHOLESALE LBX CHECKS DEPOSITED	0.04000	350	14.00
		Subtotal			14.00
		Wholesale Lockbox			
34222	05031Z	LOCKBOX CEO SUBSCRIPTION PER ITEA	0.10000	371	37.10
34220	05031Z	LOCKBOX CEO SUBSCRIPTION MTHLY B	25.00000	1	25.00
36709	05011R	WLBX MONTHLY BASE	100.00000	1	100.00
03102	050000	WLBX REMIT PROCESSED CASH	7.50000	0	0.00
03104	050100	WLBX REMIT PROCESS FOREIGN CHK	10.00000	0	0.00
03611	050000	WLBX REMIT PROCESSED EXPR MAIL	2.25000	0	0.00
03740	050000	WLBX REMIT PROCESS CREDIT CARD	1.50000	0	0.00
36731	050530	WLBX CORRESPONDENCE / REJECTS	0.50000	50	25.00
36755	050100	WLBX STANDARD ITEM PROCESSED	0.35000	350	122.50
03905	05011R	WLBX DOCUMENT SCANNED	0.04000	1,500	60.00
36727	050600	WLBX 7 YR B/W IMAGE ARCHIVE	0.02000	1,500	30.00
36724	050301	WLBX DAILY DEPOSIT CUT	1.00000	21	21.00
36712	050127	WLBX MICR DATA CAPTURE PER LINE	0.05000	350	17.50
		Subtotal			438.10
Total Monthly Activity Charges					452.10
		Setup Charges			
03850	050138	WLBX SET UP	135.00000	1	135.00
36788	050002	WLBX CALLER BOX/ANNUAL MAINT	1,220.00000	1	1,220.00
		Total Setup Charges			1,355.00

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

CONTRACT AMENDMENT

Solicitation No. P11-0015 (C) Page 1 of 2

Description: Banking Services (General)

Amendment No. Three (3) Date: 2/8/16

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Jennifer Miller

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 1/31/16. CONTRACT EXTENSION ONE(1)

New Contract Term Is: 2/1/16 to 1/31/17

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
Dan Warren	2-16-16	Dan Warren, Vice President Government & Institutional Banking	Wells Fargo Bank, N.A.

Address	City	State	Zip Code
100 W. Washington St., 20th Floor	Phoenix	AZ	85003

Attested By:

for Rhonda Geriminsky, City Clerk

City Seal
Copyright 2003
City of Peoria, Arizona

CC Number

ACON05011C
Contract Number

Director: Brent Mattingly, Chief Financial Officer

Department Rep: Marcy Belanger, Finance Manager

Approved as to Form:

Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed:

March 10, 2016 at Peoria, Arizona

Dan Zenko, Materials Manager

ACON05011C

(Rev 09/09/13)CF

CONTRACT AMENDMENT

Solicitation No. P11-0015 Page 1 of 14
Description: General Banking and Trustee Services
Amendment No. Two (2) Date: 6/25/13

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Jennifer Miller

Contract #ACON 05011 is amended to included E-check module service and User Agreement. Cost based on actual volume. Estimate is $1,447.00 per month. (see attached)

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	July 8, 2013	Jeff Sundheimer, Vice President	Wells Fargo Bank, N.A.
	Date	Typed Name and Title	Company Name

100 W. Washington St., Fl 25	Phoenix	AZ	85003
Address	City	State	Zip Code

Attested By:
for Rhonda Geriminsky, City Clerk

Director of Finance: Brent Mattingly

Department Rep: Debbie Card

CC Number

ACON 05011B
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

July 22, 2013, at Peoria, Arizona

Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

A CON 05011B

Wells Fargo Payment Gateway℠ User Agreement

IMPORTANT: READ CAREFULLY BEFORE USING THE *WELLS FARGO PAYMENT GATEWAY* SERVICES OR AGREEING TO THIS *WELLS FARGO PAYMENT GATEWAY* USER AGREEMENT. ONLY SOMEONE WHO HAS APPROVAL AND AUTHORITY MAY AGREE (OR REFUSE TO AGREE) TO THESE TERMS AND CONDITIONS.

THIS IS A LEGALLY BINDING AGREEMENT.

By agreeing to this document, or otherwise acting to use the *Wells Fargo Payment Gateway* services, operated by Wells Fargo Bank, N.A. ("Wells Fargo") as a licensed reseller of CyberSource Corporation, a California corporation ("CyberSource"), or the products or services offered through the *Wells Fargo Payment Gateway* (including, but, not limited to, 1) payment processing services such as transmission of transactions to the appropriate payment processing network or third party service provider, transaction responses (approved/declined), and the detailed reporting of those transactions for the viewing, managing and usage of merchants and 2) all aspects of the user interface including the virtual terminal and hosted order page) ("Gateway Services"), you, as the end user person or entity ("You" or "Your") agree and consent to the terms and conditions of this User Agreement (the "Agreement"). The Gateway Services may not be provided and no payment transactions may be processed without prior acceptance of the terms of this Agreement. If You do not agree to all of the terms of this Agreement, do not indicate your acceptance of this Agreement and do not use the Gateway Services. CyberSource along with any other third party suppliers providing services related to the Gateway Services shall be collectively referred to as "third party suppliers" herein.

Definitions. As used herein, the following definitions apply:

"Claim" means any arbitration award, assessment, charge, citation, claim, damage, demand, directive, expense, fine, interest, joint or several liability, lawsuit or other litigation, notice, infringement or misappropriation of any Intellectual Property Right or violation of any law, and any consequential, indirect, special, incidental or punitive damages and any attorney's fees and expenses incurred in connection therewith. For purposes of the foregoing Claim definition, a Claim shall be considered to exist even though it may be conditional, contingent, indirect, potential, secondary, unaccrued, unasserted, unknown, unliquidated, or unmatured.

"Confidential Information" means the Gateway API, Documentation, Operational Procedures, the terms and conditions of this Agreement (including any schedule, exhibit or addendum), pricing or other proprietary business information, and any other information provided to You by Wells Fargo, whether or not such information is marked as confidential; provided, however, that Confidential Information will not include information that: (a) is or becomes generally known to the public through no fault of Yours; (b) was lawfully obtained by You from a third party free of any obligation of confidentiality; (c) was already in Your lawful possession prior to receipt thereof, directly or indirectly, from the disclosing party; (d) is independently developed by You without the use of the Confidential Information; (e) is disclosed with the express written permission of Wells Fargo; or (f) is disclosed pursuant to a lawful court or governmental order, provided You provide Wells Fargo with prompt prior written notice of any proceeding that may involve such an order, and an opportunity to contest any disclosure at such proceeding.

"Customer" means Your customer who would like to provide payment for Your goods or services.

"Documentation" means collectively, the operating instructions, user manuals, and help files, in written or electronic form, made available to You by download, and that are intended for use in connection with the Gateway Services.

"Gateway API" shall mean the Gateway software, in object code form, that is licensed to You under this Agreement, that formats, encrypts, and decrypts messages transferred between Your Systems and Wells Fargo's systems during the course of You obtaining Gateway Services.

"Intellectual Property Rights" means any and all patents, copyrights, trademarks, trade secrets, service marks, and any other intellectual property rights, and any applications for any of the foregoing, in all countries in the world.

"Wells Fargo Parties" means Wells Fargo's and its affiliates' officers, directors, employees, shareholders, agents and attorneys.

"Merchant Account" shall mean an account set up for a merchant that requires a card processor, bank, merchant i.d., terminal i.d., merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

"Monthly Gateway Fees" means your estimated gateway fees as provided in your Pricing Schedule or the average of Your actual fees payable to Wells Fargo for the prior 3 months, whichever is higher.

"Operational Procedures" means Wells Fargo's published policies and procedures contained in the various documents provided to You, as amended from time to time, concerning the Gateway Services provided pursuant to this Agreement, the terms of which are incorporated in this Agreement as if fully set forth herein.

"Pricing Schedule" means the document setting forth the fees payable by You for use of the *Wells Fargo Payment Gateway* and Gateway Services, which schedule shall be attached hereto as Exhibit A.

"Platform" means the Wells Fargo operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Agreement are provided.

"Service Description" means any addendum hereto which sets forth the details, including any supplemental terms and conditions, related to any optional service obtained as part of the Gateway Services.

"Your Systems" means any web site(s) operated or maintained by You or on Your behalf through which transactions are submitted for processing, and all Your other associated systems.

"Updates" means an embodiment of the Gateway API that provides enhancements and/or improvements.

1. Term, Termination, Pricing and Amendment.

1.1 Term. The initial term of this Agreement shall commence and shall continue in force until January 31, 2016 (ACON: 05011) after it becomes effective. Thereafter, it can be renewed annually until January 31, 2019 or until either party terminates the Agreement upon at least thirty (30) days written notice to the other. The initial term and any extension term are referred to as the "Term".

1.2 Termination without Cause. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party, and which notice shall specify the effective date of the termination.

1.3 Termination for Cause.

(i) Upon a material breach of any provision, duty or warranty under this Agreement or of any applicable Service Description, the nondefaulting party may terminate this Agreement by giving a thirty (30) calendar day written notice specifying the grounds for termination and allowing the breaching party to cure that default to the nondefaulting party's reasonable

satisfaction by the end of the notice period. If Wells Fargo fails to cure its breach under this sub-paragraph and You terminate this Agreement, Your termination shall not be subject to Section 1.4 (Early Termination Fee).

(ii) Either party may immediately terminate this Agreement or any Service based upon any violation any laws, regulations, or Association Rules by the other party.

(iii) Termination of Your agreement with Your payment processor shall allow Wells Fargo immediately terminate this Agreement (and/or any Gateway Services).

1.4 Early Termination Fee. You and Wells Fargo acknowledge and agree that in addition to any remedies contained in this Agreement or otherwise available under applicable law to Wells Fargo, and if this Agreement is terminated, (i) by You; or (ii) by Wells Fargo for cause, You shall be liable for an early termination fee equal to Your Monthly Gateway Fees multiplied by the remaining months left in the Term of the Agreement.

1.5 Effect of Termination. Upon the termination or expiration of this Agreement:

(i) You will immediately account for and pay all Gateway Services fees and any early termination fees due and owing pursuant to this Agreement without demand or other notice of any kind, all of which are expressly waived by You; and

(ii) Wells Fargo will cease providing Gateway Services.

1.6 Pricing. The Pricing Schedule is based on the transactional profile provided by You. You acknowledge that a variance between such profile and actual processing of transactions may result in Wells Fargo amending the Pricing Schedule. You agree that Wells Fargo may collect its fees under this Agreement in coordination with the provisions of your agreement with your payment processor. You further agree to establish a demand deposit account ("DDA") with Wells Fargo, and You agree that Wells Fargo may initiate ACH credits and debits to Your Wells Fargo DDA (and to any successor account with Wells Fargo that You may designate in writing) for the charges, fees, and/or other amounts due Wells Fargo for Gateway Services under this Agreement. You further authorize Wells Fargo to obtain and use information related to the DDA, including collected balance reports, and to obtain and use any information deemed by Wells Fargo to be reasonably necessary to process debit and/or credit entries to the DDA. You will be liable to Wells Fargo for any collection costs or attorney fees that are incurred in the event action is taken by Wells Fargo to collect any past due fees under this Agreement.

1.7 Amendment. Notwithstanding any other provision of this Agreement, Wells Fargo reserves the right to amend, at its discretion, the terms and conditions herein, including, without limitation, any addenda, and/or pricing and fees, by providing You notice thereof. Such amendments shall be effective thirty (30) days from the date notice is sent to You.

You may terminate this Agreement based on an amendment by Wells Fargo under this section (other than an amendment that is the result of a law, regulation or Association Rule change or requirement) ("Wells Fargo Amendment") if such Wells Fargo Amendment: (i) materially reduces the functionality of the Gateway Services, or (ii) increases the fees of the Gateway Services (unless the increase is due to Your failure to meet the pricing assumptions stated in the Pricing Schedule). In either of the above events, You may terminate this Agreement, as long as You provide written notice to Wells Fargo prior to the effective date of the Wells Fargo amendment at issue, and this termination shall not be subject to Section 1.4 (Early Termination Fee).

2. License Grant

2.1 Gateway API License. Subject to the terms of this Agreement, Wells Fargo hereby grants to You and You hereby accept, a personal, limited, non-exclusive, non-transferable license and right to the Gateway API and accompanying Documentation during the term of this Agreement for the following

purposes: (i) install and use the Gateway API on as many machines as reasonably necessary (which machines are and shall be maintained in facilities owned, occupied or leased by You) to use the Gateway Services for the purpose of selling products and services to Customers; and (ii) use the accompanying Documentation solely for the purpose of installing and using the Gateway APIs; and (iii) create a reasonable number of copies of the Gateway API and Documentation, with all copyright notices intact, for archival purposes only. It is expressly understood that the licenses granted in this Agreement extend to Your affiliates, Your agents, and Your sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users.

2.2 Documentation License. Subject to the terms and conditions of this Agreement, Wells Fargo hereby grants, and You hereby accept, a non-exclusive, non-transferable limited license, without right of sublicense, to use the Documentation during the term of this Agreement for the sole and limited purpose of supporting Your use of the Gateway API and *Wells Fargo Payment Gateway* service. You shall strictly follow all Documentation provided to You, as it may be amended from time to time by Wells Fargo, in its discretion. To the extent that there is any conflict between the Documentation and the terms of this Agreement, the terms of this Agreement shall govern and control. It is expressly understood that the licenses granted in this Agreement extend to Your affiliates, Your agents, and Your sub-agents in the United States and world-wide who have a need to use the Gateway API system as end-users.

2.3 Use Restrictions. You shall not, and shall not cause or permit any third party to: (i) use the Gateway API in any way, other than in accordance with this Agreement, the Documentation or as otherwise instructed by Wells Fargo in writing; (ii) use the Gateway API or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Agreement; (iii) disassemble, decompile, decrypt, extract, reverse engineer or modify the Gateway API, or otherwise apply any procedure or process to the Gateway API in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Gateway API or any algorithm, process, procedure or other information contained in the Gateway API, except as otherwise specifically authorized in accordance with this Agreement; (iv) provide the Gateway API or Documentation to any third party, other than to Your authorized employees, agents, sub-agents and contractors who shall be subject to confidentiality obligations that are no less restrictive than the confidentiality provisions of this Agreement; (v) make any copies of the Gateway API or Documentation, except as is incidental to the purposes of this Agreement, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (vi) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Gateway API or Documentation; (vii) circumvent or attempt to circumvent any applicable security measures of the Gateway API; (ix) attempt to access or actually access of portions of the *Wells Fargo Payment Gateway* service not authorized for Your use; or (x) use the Gateway API for any unlawful purpose.

2.4 Ownership of Intellectual Property Rights.

(a) Gateway API. Wells Fargo and/or its licensors shall retain all right, title and interest in and to the Gateway API and Documentation, and any and all Intellectual Property Rights embodied therein or associated therewith, and You shall have no rights thereto except as expressly set forth herein.

(b) Modifications and Derivative Works. Wells Fargo and/or its third party suppliers shall own all right, title, and interest in any modifications, derivatives, improvements, enhancements or extensions of or to the Gateway API ("Derivative Works"), including any related Intellectual Property Rights, regardless of which party creates such Derivative Work. You hereby irrevocably transfer, convey and assign to Wells Fargo in perpetuity all right, title, and interest in such Derivative Works, including without limitation all Intellectual Property Rights, including the right to make Derivative Works and collective works with respect thereto, it being understood, however, that You have, and transfer, no rights with respect to Your products (exclusive of the Gateway API and Derivative Works). Wells Fargo will have the exclusive right to apply for such Intellectual Property Rights as it wishes with respect to the Derivative Works. You agree to execute such documents, render such assistance, and take such other action as Wells Fargo may reasonably request, at Wells Fargo's expense, to apply for, register, perfect, confirm, and protect Wells Fargo's rights in the Derivative Works including

(without limitation) an assignment of copyright. Without limiting the foregoing, Wells Fargo will have the exclusive right to commercialize, prepare and sell products based upon, sublicense, prepare derivative works from, or otherwise use or exploit the Derivative Works. You hereby waive any and all moral rights, including any right to identification of authorship or limitation on subsequent modification, that You (or Your employees, agents or consultants) have or may have in any Derivative Works. You will not remove, modify, or obscure any copyright or other proprietary notices on the Gateway API or the Documentation.

2.5 Updates. From time to time Wells Fargo may, at its discretion, release Updates. In the event Wells Fargo so notifies You of any such Update, You shall integrate and install such Update into Your systems within thirty (30) days of Your receipt of such notice. You acknowledge that failure to install Updates in a timely fashion may impair the functionality of the Platform or any Gateway Services provided hereunder. Neither Wells Fargo nor its third party suppliers will have any liability for Your failure to properly install the most current version of the Gateway API or any Update, and Wells Fargo will have no obligation to provide support or services for any outdated versions.

2.6 Licensors. The licenses granted hereunder may be subject to other licenses currently held by Wells Fargo. Should any license held by Wells Fargo to certain technology or Gateway API be terminated or suspended, the corresponding license(s) granted to You hereunder may also be terminated or suspended in the sole and absolute discretion of Wells Fargo. You acknowledge and agree to such potential termination or suspension and hereby waive any and all damages, whether actual, incidental or consequential resulting therefrom. If, pursuant to this Section, Wells Fargo terminates any license(s) granted to You hereunder, You shall have the right to terminate this Agreement immediately without penalty.

2.7 Export Compliance. You agree not to export or re-export the Gateway API or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Gateway API or underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any country to which the United States has embargoed goods (or any national or resident thereof); (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (iii) in a any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If You have rightfully obtained the Gateway API outside of the United States, You agree not to re-export the Gateway API except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which You obtained the Gateway API. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

2.8 Return/Destruction. Upon termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate, and within five (5) days thereof, You shall either return to Wells Fargo or destroy the Gateway API and the Documentation, and shall so certify to Wells Fargo in writing.

2.9 No other Licenses. Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.

2.10 Use of Transaction Data. As permitted by applicable law and regulations, Wells Fargo reserves the right to copy and distribute to third parties any information associated with Your use of the Gateway API or Your activities on the *Wells Fargo Payment Gateway*.

3. Service and Service Descriptions

In addition to use of the Wells Fargo Payment Gateway service, You may subscribe for use of optional Gateway Services, subject to Wells Fargo's approval. Wells Fargo shall provide such elected Gateway Services in accordance with this Agreement and, and any terms or conditions applicable specifically to such Gateway Service(s) which are described in the applicable Service Description. Each Service Description shall be effective with respect to You, upon the earlier of: (i) Your first use of the applicable Service; or (ii)

confirmation notice by Wells Fargo that You have been approved for the Service and that the Service is now available to You. Wells Fargo may terminate Your rights to use a Gateway Service based on failure to comply with this Agreement (which includes the applicable terms specific to such Service) without terminating this Agreement or other Gateway Services, however, a termination of this Agreement will terminate all Gateway Services.

4. Platform Matters

4.1 Integration with Your Systems. While Wells Fargo provides the Gateway API to You, You acknowledge that the Gateway API and/or hosted order page may by itself be insufficient to allow Your Systems to function with the Platform. Programming, development and maintenance of Your Systems and their functionality are Your sole responsibility. You have the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make Your Systems function correctly with the Platform and the payment services contemplated hereunder ("Integration"). You shall be responsible for all technical support for Your Systems and Integration related issues. You agree that You will use commercially reasonable efforts to complete the Integration as soon as possible. You will be responsible for all of Your own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Agreement, You acknowledge that unless and until You complete the Integration, no services need be provided by Wells Fargo to You pursuant to this Agreement, except as otherwise specifically provided in Section 4.2 below. In addition, You acknowledge and agree that, even if you have completed Integration, if You have not entered into a valid merchant processing agreement with processor acceptable to Wells Fargo you cannot receive payment processing services through the *Wells Fargo Payment Gateway* service.

4.2 Set-Up Assistance Services. Subject to Section 4.1 above, upon Your request to Wells Fargo, and upon payment of any applicable Fees, Wells Fargo will provide You with set-up services to assist with the Integration.

4.3 Shut Downs. Wells Fargo reserves the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or Gateway API upgrades; provided, however, that Wells Fargo will provide you with commercially reasonable prior notification if Wells Fargo anticipates the need to shut down the platform for more than 1 hour.

4.4 Orders by Customers. You are solely responsible for accepting, processing, and filling any orders for purchases by Your Customers, and for handling any inquiries arising therefrom. You shall use the highest standards in the industry in responding to complaints by Customers. Neither Wells Fargo nor its third party suppliers will be responsible or liable for any unauthorized access to Your data or Your Systems by any means or device.

5. Confidentiality. You shall not disclose the Confidential Information to any third party, or use the Confidential Information in any manner except as explicitly authorized under this Agreement. You agree to use the same degree of care to prevent disclosure of the Confidential Information as You use to protect Your own confidential information, but in no event less than a reasonable standard of care. In the event of any unauthorized disclosure of Confidential Information, You shall immediately provide Wells Fargo with written notice of the details of such disclosure (including but not limited to the identification of the receiving party).

6. Security of Information.

6.1 You warrant that You will comply with all required security standards at all times during this Agreement. Any failure to comply with such security requirements: will permit Wells Fargo to suspend the *Wells Fargo Payment Gateway* service; and/or shall constitute a material breach of this Agreement and permit termination for cause under Section 1 above. Without limiting the foregoing, you specifically agree to comply with all Card Association Security Requirements including, without limitation, the Visa Customer Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), Payment Card Industry Data Security Standards (PCI), any other applicable Association requirements regarding data

security, and any additional security requirements provided to you from time to time by Wells Fargo. If any Wells Fargo security requirements provided to you are changed, Wells Fargo shall provide You with notice of such changed security requirements, and You shall have thirty (30) days (or a longer period as may be agreed to between the parties) to make the changes necessary to comply with the changes to such Wells Fargo security requirements.

6.2 Wells Fargo shall be responsible for the security of data once it becomes part of the *Wells Fargo Payment Gateway*, and shall comply with applicable laws and Card Association requirements as they relate to the security and processing of this data. Data will become part of the *Wells Fargo Payment Gateway* when it has been received by Wells Fargo from Your systems, and data will cease to be part of the *Wells Fargo Payment Gateway* when it has been received by the processor from Wells Fargo.

7. Privacy. You agree that, during the term of this Agreement, You will adequately communicate and comply with an appropriate privacy policy explaining Your online collection and use of the personal information of Your Customers ("Privacy Policy"). Unless required by law, Bank Card Association Rules, or done pursuant to this Agreement, You shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any Customer's account information, transaction information, or other personal information to any third party. You shall store all data securely.

8. Audit Rights. Upon commercially reasonable advance notice to You, Wells Fargo may audit Your usage, records and security of the Gateway API, Your Customer's payment processing information, and the Gateway Services provided hereunder to ensure (i) that You are using the Gateway API and the services in full compliance with the provisions of this Agreement; (ii) that all applicable fees have been paid; (iii) that You are adhering to Your Privacy Policy; and; (iv) that You are in full compliance with all applicable laws, regulations and rules (including but not limited to Bank Card Association rules). Any such audit shall be conducted during regular business hours at Your offices and shall not interfere unreasonably with Your business.

9. Assignment of Agreement or Processing for Others. You may not assign this Agreement without Wells Fargo's prior written consent. You may not transfer or sell Your rights under this Agreement. You are prohibited from processing payments for or on behalf of any other individual or business. Use of the Wells Fargo Gateway or Gateway Services is provided for single Merchant Accounts only. Wells Fargo may freely assign this Agreement, its rights, benefits or duties hereunder, either in whole or in part. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Wells Fargo and Your heirs, executors, administrators, successors and assigns. Any sale, transfer, reorganization, merger or change in control of all or substantially all of Your assets shall be deemed to be an assignment for purposes of this Section.

10. Legal Responsibility.

10.1 Enforcement. In the event You violate any terms or conditions of this Agreement, You shall pay for all costs, including reasonable attorneys' fees for actions taken by Wells Fargo, whether by suit or otherwise, to enforce Wells Fargo's rights under this Agreement. In the event of any legal action with third parties or regulatory agencies concerning any transaction or event arising under this Agreement, You shall: (i) promptly notify Wells Fargo of the Claim(s) or legal action; (ii) reasonably cooperate with Wells Fargo in the making of any Claim(s) or defense(s); and (iii) provide information, assist in the resolution of the Claim(s) and make available at least one employee or agent who can testify regarding said Claim(s) or defense(s).

10.2 Indemnification. You shall indemnify, defend, and hold harmless all Wells Fargo Parties from any Claim(s) arising from the conduct of Your business, any transactions submitted using the *Wells Fargo Payment Gateway* service hereunder for payment processing, any false or inaccurate representation made by You or the negligence, fraud, dishonesty or willful behavior of any of Your employees or agents, or from Your failure to strictly comply, in whole or in part, with any: (i) terms and conditions pursuant to this Agreement and any addenda hereto or Documentation; or (ii) applicable law, regulations or rules. Upon

written notice from Wells Fargo to You, You shall immediately undertake the defense of such Claim by representatives of Your own choosing, subject to Wells Fargo's reasonable approval.

10.3 IP Infringement. If the *Wells Fargo Payment Gateway* service (or any part thereof) is claimed, or is adjudicated, to be infringing any patent, copyright or any other intellectual property right of any third party, Wells Fargo, at its option and own expense, may take one or more of the following actions:

(i) secure for You the right to continue using the *Wells Fargo Payment Gateway* service at no additional charge to You;

(ii) replace or modify the *Wells Fargo Payment Gateway* service to make them non-infringing without material reduction of functionality; or

(iii) terminate this Agreement or any applicable Gateway Service.

Wells Fargo (or its third party suppliers) shall have no liability for any claim of infringement based on (i) products or services of Wells Fargo (and/or its third party suppliers) which have been modified by parties other than Wells Fargo (or its third party suppliers); (ii) Your use of the *Wells Fargo Payment Gateway service* and/or any Gateway Services in conjunction with data where use with such data gave rise to the infringement claim; (iii) Your failure to install upgrades or patches provided by Wells Fargo (or its third party suppliers) where such upgrade or patch would have removed the infringing condition; or (iv) Your use of the Gateway Services with software or hardware not authorized by Wells Fargo (or its third party suppliers), where such use with such other software or hardware gave rise to the infringement claim.

THE ABOVE REMEDIES ARE THE SOLE AND EXCLUSIVE LIABILITY OF WELLS FARGO AND ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO YOU AGAINST WELLS FARGO IN THE EVENT OF SUCH ACTION OR THREATENED INFRINGEMENT.

11. Limitation of Liability.

11.1 General Limitations. Neither Wells Fargo nor its third party suppliers shall be liable for the merit and legitimacy of the orders forwarded by You. All liability for validity of orders remains with You. Neither Wells Fargo nor its third party suppliers shall be responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from Your actions. Neither Wells Fargo nor its third party suppliers shall be liable to You or Your Customers for the accuracy of the information provided by the *Wells Fargo Payment Gateway* service or use of the Gateway Services.

11.2 Special Damages. In no event shall Wells Fargo or its third party suppliers be liable to You, or to any other person or entity, under this Agreement, or otherwise, for any punitive, exemplary, special, incidental or consequential damages, including, without limitation, any loss or injury to earnings, profits or goodwill.

11.3 Maximum Liability. Notwithstanding anything to the contrary contained in this Agreement, in no event shall Wells Fargo or its third party suppliers' liability under this Agreement for all Claims arising under, or related to, this Agreement exceed, in the aggregate (inclusive of any and all Claims made by You against Wells Fargo *and/or its third party suppliers*, whether related or unrelated) the total amount of fees paid by You for the Gateway Services during the 12-month period immediately preceding the date the event giving rise to such Claim(s) occurred.

11.4 Other Damages. In addition to the limitation of liability provisions set forth herein, neither Wells Fargo nor its third party suppliers will be liable for any Claims under this Agreement arising directly or indirectly from or otherwise concerning: (a) any termination, suspension, delay or disruption of service (including billing for a service) by the Internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of the Gateway API, the services provided hereunder or the Internet, or any communications network, facility or equipment beyond Wells Fargo's reasonable control, whether or not

attributable to one or more common carriers or third party service providers; (c) any failed attempts by You or Your Customers to access any Systems or to complete processing transactions; or (d) any failure to transmit, obtain or collect data from Customers or for human, machine or Gateway API errors or fault or Your or Your Customer's erroneous input.

12. DISCLAIMER OF WELLS FARGO WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE WELLS FARGO PAYMENT GATEWAY, GATEWAY SERVICES AND THE GATEWAY API ARE AT YOUR SOLE RISK. NEITHER WELLS FARGO NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS AGREEMENT, THE GATEWAY API, THE DOCUMENTATION, THE GATEWAY SERVICES PROVIDED HEREUNDER, OR FROM PERFORMANCE BY WELLS FARGO, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) ANY WARRANTIES OF NONINTERFERENCE OR NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT ANY PRODUCT OR SERVICE PROVIDED HEREUNDER (INCLUDING BUT NOT LIMITED TO THE GATEWAY API) WILL (1) MEET YOUR REQUIREMENTS; (2) OPERATE ACCORDING TO YOUR EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. NEITHER WELLS FARGO NOR ITS THIRD PARTY SUPPLIERS MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE WHATSOEVER IN RELATION TO ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY SERVICE PROVIDERS. ANY AND ALL SUCH WARRANTIES DESCRIBED IN THIS SECTION ARE EXPRESSLY DISCLAIMED BY WELLS FARGO AND IT THIRD PARTY SUPPLIERS AND ARE WAIVED BY YOU. WELLS FARGO AND ITS THIRD PARTY SUPPLIERS DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ALL GATEWAY API AND SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS-IS, WITH ALL FAULTS" BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. *All decisions to reject any processing* transaction or payment for Your products or services are solely Your responsibility.

13. Your Warranties. You warrant all of the following: (i) All representations and statements made in this Agreement and any other related document, by You or on Your behalf are true, accurate, and complete in all respects and You hereby authorize Wells Fargo to verify and confirm all information provided herein by any means at its disposal; (ii) You are engaged in a lawful business, which includes the sale of merchandise and/or services and are duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which You operate; (iii) You shall not submit any payment *transactions* that violate any laws of any related state, county, city, or country or any bankcard association rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with Your obligations under this Agreement; (iv) That there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations or agreements (whether written, oral or implied) that are inconsistent with this Agreement and the rights and obligations herein; (v) That you will process your card transactions with a Wells Fargo approved card transaction processor ("Processor") throughout the Term of this Agreement; (vi) *That Your election to* purchase optional Gateway Services (other than access to the *Wells Fargo Payment Gateway* service itself) may require You to sign additional agreements, which agreements will be provided to You prior to the purchase of such Gateway Service; (vii) That You shall be responsible for any fines, penalties, fees or assessments imposed by a Bank Card Association based upon Your (i) use of the *Wells Fargo Payment Gateway* Service or (ii) noncompliance with a Bank Card Association's rules or requirements; (viii) That Wells Fargo may use subcontractors to provide some or all of the *Wells Fargo Payment Gateway* service, and shall have the right to terminate or retain subcontractors in Wells Fargo's sole discretion; (ix) That Your installation, configuration and use of the Gateway Services shall conform to specifications set forth in the Documentation; (x) *That You shall bear (a)* all collection risk (including without limitation, credit card fraud and any other type of fraud) with respect to sales of its products; and (b) all responsibility and liability for the proper payment of all taxes that may be levied or assessed (including without limitation, sales taxes) in respect of sales of its products; (xi) That You shall be solely responsible for maintaining complete backup records of all information relating to orders, inquiries, and purchases and any information submitted to Wells Fargo (or its third party suppliers) for the purpose of providing the Gateway Services; and (xii) that in the event of a conflict between the terms of a Service Description and *this Agreement, the terms* of the Service Description shall govern.

14. Notices. You agree to notify Wells Fargo of any change in Your name, type of business, or any other information required on Your merchant processing application at least thirty (30) business days prior to the effective date of change. Any notice or other communication required or permitted to be given hereunder shall be in writing, addressed or transmitted to the party to be notified at such party's last known address or number, and shall be: (i) if sent by Wells Fargo, hand delivered or delivered by facsimile transmission, overnight courier or certified, registered, regular mail or e-mail; or (ii) if sent by You, certified or registered mail, postage prepaid return receipt requested. Any notice delivered hereunder shall be deemed effective, as applicable, upon delivery, if hand delivered or sent by overnight courier; upon receipt as evidenced by the date of transmission indicated on the transmitted material, if by facsimile transmission or e-mail; on the date of delivery indicated on the return receipt, if mailed by certified or registered mail; or ten (10) days after mailing, if by regular mail (or as otherwise required by applicable law). The parties' addresses may be changed by written notice to the other party as provided herein. Until changed by subsequent written notice to You, Wells Fargo's address for notices under this Section shall be: Wells Fargo Bank, 1200 Montego Way, Walnut Creek, CA 94598, Attn: Merchant Services.

15. Force Majeure. Wells Fargo shall not be held responsible for any delays in or failure or suspension of service caused by mechanical or power failure, computer malfunctions (whether Gateway API, hardware and firmware related), transmission link failures, communication failures, failure, delay or error in clearing or processing a transaction (including through interchange) or any other system, failure, delay or error by any third party or in any other third party system, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, acts of God or other causes reasonably beyond the control of Wells Fargo.

16. Governing Law and Integration. This Agreement, plus any addenda attached hereto, constitute the entire Agreement between the parties concerning subject matter hereof and supersedes all prior and contemporaneous understandings, representations and agreements in relation to its subject matter. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.** The parties agree that any suit, action, or proceeding arising out of or relating to this Agreement, or the interpretation, performance or breach of this Agreement, shall be instituted in any court of the State of California. Each party irrevocably submits to the jurisdiction of those courts and waives all objections to jurisdiction or venue.

17. Severability and Interpretation. If any provision, in whole or in part, of this Agreement is held invalid or unenforceable for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement, and the parties shall substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision. Neither this Agreement, nor any addenda, shall be interpreted in favor or against any party because such party or its counsel drafted this Agreement or such addenda. No course of dealing, usage, custom of trade or communication between the parties shall modify or alter any of the rights or obligations of the parties under this Agreement. This Agreement is solely for the benefit of Wells Fargo (and its affiliates) and neither You nor any other person or entity shall have any right, interest or claim under this Agreement. As used in this Agreement, (i) the term "include," or any derivative of such term, shall not mean that the items following such term are the only types of such items; (ii) the term "shall" indicates a mandatory obligation; (iii) the term "may" indicates a permissive election and does not imply any duty to exercise such election; and (iv) the term "discretion" means the sole and absolute discretion of the party granted the discretion, absent an express limitation on such discretion.

18. Amendment and Waiver. No modification, amendment or waiver of any of the terms and conditions of this Agreement shall be binding upon Wells Fargo, whether written, oral, or in any other medium, unless made in writing and approved and signed by Wells Fargo. All rights and duties within this Agreement are material and time is of the essence; no waiver of any rights hereunder shall be deemed effective unless in writing executed by the waiving party; no waiver by either party of a breach or any provision of this Agreement shall constitute a waiver of any prior or subsequent breach of the same or any other provision of this Agreement; no failure to exercise, and no delay in exercising, any right(s) hereunder on the part of either

party shall operate as a waiver of any such right; all of Wells Fargo's rights are cumulative; and, no single or partial exercise of any right hereunder shall preclude further exercise of such right or any other right.

19. **Legal Relationship.** Each party is an independent contractor and not an agent or representative of the other party. No party shall have any right or *authority* to create any obligation or make any representation or warranty in the name or on behalf of any other party. This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon any party.

20. **No Unauthorized Publicity.** You shall not use the name, marks or refer to the identity of Wells Fargo in advertisements, publicity releases, promotional materials or marketing correspondence without first securing the written consent of Wells Fargo.

21. **Survival.** Upon termination or expiration of this Agreement, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 2.4, 2.6, 2.9, 2.10, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, and 19 shall survive the termination or expiration of this Agreement. All representations, warranties, indemnities and covenants made herein shall survive the termination of this Agreement and shall remain enforceable after such termination.

BY ACCEPTING THIS AGREEMENT BY SIGNING BELOW OR BY EXECUTING ANOTHER DOCUMENT IN WHICH THIS AGREEMENT IS REFERENCED, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY ALL TERMS IN THIS AGREEMENT (INCLUDING THE SPECIFIC LIMITATIONS, RESTRICTIONS AND DISCLAIMERS SET FORTH ABOVE) AND ALSO THAT YOU ARE AUTHORIZED TO MAKE A DECISION TO AGREE TO AND ACCEPT THIS LEGALLY BINDING AGREEMENT. IF YOU DO NOT AGREE TO ALL TERMS IN THIS AGREEMENT, YOU ARE NOT AUTHORIZED TO USE THE *WELLS FARGO PAYMENT GATEWAY* AND GATEWAY SERVICES.

ACCEPTED AND AGREED:

Company: City of Peoria

By: [signature]

Name: Brent D. Mattingly

Title: Chief Fin. Officer

Exhibit A
Pricing Schedule

[See attached]

Wells Fargo Treasury Management Proposal

City of Peoria
Pricing as of June 2013

WF Code	Service Description	Price	Monthly Volume	Activity Charges
	ACH			
ES283	ACH VENDOR MONTHLY BASE	12.50000	1	12.50
ES211	ACH ONE DAY ITEM	0.03000	5,000	150.00
	Merchant Payment Gateway			
41913	PMT GATEWAY ELECTRONIC CHECK TRANS	0.25000	5,000	1,250.00
41910	PMT GATEWAY MONTHLY BASE	35.00000	1	35.00
41938	PMT GATEWAY SUBSCRIPTION TRANS	0.05000		
Total Monthly Activity Charges				**1,447.50**
	Setup Charges			
41918	PMT GATEWAY SET UP - BASIC	0.00000	1	0.00
	Total Setup Charges			**0.00**

The above pricing estimate is based on certain assumptions drawn from projected volume, scope of services and/or other information you have provided. The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Wells Fargo Payment Gateway Disclosure:
The following disclosure pertains to Payment Gateway pricing only.
It does not apply to non-Payment Gateway pricing in this proposal.

The proposed Pricing Schedule is guaranteed for 60 days from the date proposed. Your acceptance of the pricing herein is indicated by execution of the agreement to which it is attached. You are responsible for any charges assessed by outside third parties that are not disclosed in the Wells Fargo Payment Gateway Agreement, including this Pricing Schedule. To the extent that this Pricing Schedule includes pricing for third party products and services, Wells Fargo disclaims any and all legal liability and responsibility for said products and services. Your agreement with any third party provider shall govern Your relationship with such third party provider. In the event that Wells Fargo is billed for the third party's services, You agree to reimburse Wells Fargo Bank for such services. Wells Fargo's pricing is based on the information provided by You. Any difference to our stated understanding may affect this pricing. Fees for supplies, shipping, handling and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

_____ Merchant Initials

CONTRACT AMENDMENT

Solicitation No. P11-0015 Page 1 of 2
Description: General Banking and Trustee Services
Amendment No. One (1) Date: 8/2/11

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Jennifer Miller

Contract #ACON 05011 is amended to included Trustee Services as proposed in solicitation P11-0015 per the attached proposal documents.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
Jeff	4/10/2012	Jeff Sundheimer, Vice President	Wells Fargo Bank, N.A.

Address	City	State	Zip Code
100 W. Washington St., Fl 25	Phoenix	AZ	85003

Attested By: Wanda Nelson
Wanda Nelson, City Clerk

Director of Finance: Brent Mattingly
Department Rep: Debbie Card

CC Number

ACON 05011A
Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

April 19, 2012, at Peoria, Arizona

Dan Zenko, Materials Management Supervisor

City Seal
Copyright 2003 City of Peoria, Arizona
(Rev 07/05/11)

Official File

A CON 05011A

City of Peoria
Request for Proposals for Banking Services
BANK SERVICES FEE SCHEDULE

Banking Services	Volume	Unit of Measure	Per Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
Bond Registrar/Transfer Agent/Trustee Services					
1. Bond Registrar/Paying Agent/Transfer Agent Initial Fee (Per Issue)			100.0000	$	$
2. Bond Registrar/Paying Agent/Transfer Agent Annual Fee (Per Issue)			400.0000	$	$
3. Trustee Services Initial Fee (Per Issue)			1,500.0000	$	$
4. Trustee Services Annual Fee (Per Issue)			1,500.0000	$	$
5. Trustee Legal Opinion (One time fee per issue)			500.0000	$	$
6.			$	$	$
7. For existing issues administered by other trustees, Wells Fargo will waive all			$	$	$
8. acceptance and legal fees as successor trustees and/or paying agent. Further			$	$	$
9. information on our successor trustee program and procedures are available upon			$	$	$
10. request.			$	$	$
11. Fees are subject to negotiation and change upon a specific understanding of the			$	$	$
12. bond structure.			$	$	$
TOTAL TRUSTEE SERVICES:				$	$

4. Trustee Services

Wells Fargo acknowledges that we are able to provide the Trustee services outlined in this section. The City's Trustee requirements can be met through a variety of products, as described in further detail within our response. We will collaborate and consult with the City to insure that the services provided truly fulfill the City's needs and meet your operational requirements. We will not utilize any third-party subcontractors to provide the services outlined in this section of our response. We have provided a numbered response to all the specific questions outlined in your Questionnaire.

Honed by over 75 years of corporate trust experience and with a view towards the City's current outstanding bond portfolio, Wells Fargo Corporate Trust Services is qualified to provide the requisite trustee, registrar and paying agent services.

Our model of account team management assigned to specific accounts is the basis for superior customer service. The Primary Relationship Manager has overall responsibility to administer the accounts, negotiate the financing documents, direct the account set-up, monitor the day-to-day administration of the accounts, and assist with customer inquiries. The Relationship Specialist handles the daily account processing, executes draws, GIC and other transactions, investment trades, and assures liquid funds are "swept" into an overnight investment sweep vehicle. By ensuring that the staff members are well trained to handle a variety of accounts and have experience executing all types of transactions, there will always be someone available as necessary to assist the City of Peoria.

Our Corporate Trust service for the City of Peoria would occur in our downtown Phoenix office. Interested parties are invited to our offices for introductions to our proposed administrative team and systems demonstrations. Please contact Jeff Sundheimer to make arrangements. As one of our senior Relationship Managers, Ms. Nancy Eatros already has a relationship with the City (she works with Debbie Card in connection with the Vistancia Community Facilities District General Obligation Bonds, 2004, 2005, and 2006) — we would propose that Nancy expand her assignment with the City.

By way of background, Nancy is an experienced Corporate Trust professional with over 25 years of experience in the Corporate Trust industry; she has been with Wells Fargo Bank for more than thirty five years. Nancy has administered various types of municipal trusteeships including multi-family housing, hospital, general purpose, and special purpose issues, and Community Facilities Districts. She is responsible for handling the relationships for many entities including Maricopa County, City of Goodyear, and the City of Tucson.

Our tentative costs are presented as part of the Bank Services Fee Schedule.

1. Bond Registrar/Transfer Agent/Paying Agent/Trustee Services

a. Does your institution provide online inquiry/reporting capabilities? If so, please provide a brief description of the process and all costs associated with this service.

Wells Fargo offers innovative solutions that simplify the way clients do business by offering a full suite of integrated online services.

Wells Fargo's **Trust Information Delivery™** ("TID") provides our clients with convenient online access to their financial and investment performance information via the Wells Fargo Bank internet site. Trust reports and statements are taken electronically from our SEI Trust 3000 system, converted to PDF and retained by TID in a secure environment, where they can be accessed and viewed by authorized users.

Wells Fargo's Trust **Portfolio Reporting™** ("TPR") has more than 33 standard reports for viewing or exporting in standard HTML, PDF, Excel, or CSV. TPR delivers real time and historical account information to help manage and reconcile your accounts. Account View screens provide viewing features such as:

- At-a-glance market value summaries,
- Asset allocation,
- Asset detail,
- Real time cash balances and real time settled, historical, and pending transactions.

For more customized reporting, the ad hoc feature is available to create additional reports. Some clients use the reporting feature to download directly to their general ledger. For many clients, the reporting capabilities are quickly replacing their need for monthly paper statements.

We would be happy to schedule a live demonstration and training, if desired. Additionally, our TPR Helpdesk is always available to answer questions or help design ad hoc reports. The site is navigated through easy-to-follow drop down menus. Our clients consistently report how easy and intuitive it is to explore the reporting features.

Access to both TID and TPR will be at no cost to the City of Peoria.

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No: **P11-0015**
Materials and/or Services: **Banking Services**

Proposal Due Date: **October 20, 2010**
Proposal Time: 5:00 P.M. AZ Time
Contact: **Jennifer Miller**

Mailing Address: City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:
Name: Jeff Sundheimer
Telephone: 602.378.2175 Email: Jeffrey.j.sundheimer@wellsfargo.com

Wells Fargo Bank, N.A.
Company Name

Authorized Signature for Offer

100 W. Washington St., Fl. 25
Address

Jeff Sundheimer
Printed Name

Phoenix AZ 85003
City State Zip Code

Vice President
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Wanda Nelson
City Clerk

City Seal

CC:

Contract Number: ACON05011

Official File:

City of Peoria, Arizona. Effective Date: 2/1/11

Approved as to form: Ellen Van Riper, Assistant City Attorney

Stephen M. Kemp, City Attorney

Contract Awarded Date January 31, 2011

Carl Swenson, City Manager

COP 203RFP (06/21/10) CW

A CON 05011

WELLS FARGO

Government & Institutional Banking
100 W. Washington St., 25th Floor
Phoenix, AZ 85003

December 20, 2010

City of Peoria
Debbie Card, Treasury Manager
Jennifer Miller, Procurement Officer
9875 N. 85th Ave., 2nd Floor
Peoria, AZ 85345

Dear Ms. Card and Ms. Miller,

Thank you for taking time out of your morning to learn more about Wells Fargo as it relates to the Banking Services RFP P11-0015. As promised, I have outlined in writing clarification to questions posed during our conversation today.

1. Wells Fargo will extend the pricing in our proposal for an additional thirty (30) days from today.
2. Wells Fargo will credit the City of Peoria's analysis in the amount of $25,000 upon award notification and account opening. Wells Fargo estimates that the City of Peoria will incur approximately $4,000 in set up costs and $1,000 in supply costs. Any remaining transition credit will be used to offset ongoing analysis charges.
3. The pricing contained in our proposal will be held constant for five years should the City of Peoria opt to extend the contract after the initial three year period.
4. Wells Fargo most recently implemented Mohave County. Chief Deputy Treasurer Vickie Oliver is able to answer any questions the City of Peoria might have related to Wells Fargo. Her direct number is 928-753-0766.
5. The City of Peoria can also contact the Chief Deputy Treasurer of Pinal County Levi Gibson as another resource. His direct number is 520-866-6404.

Should you have any further questions please do not hesitate to call!

Sincerely,

Jeff Sundheimer
Vice President

Together we'll go far

WELLS FARGO

City of Peoria

Banking Services Proposal

RFP No. P11-0015

October 20, 2010

Submitted by

Wells Fargo Bank, N.A.

Government & Institutional Banking

Jeff Sundheimer
Relationship Manager
(602) 378-2175
Jeffrey.J.Sundheimer@wellsfargo.com

Mark Jensen
Regional Vice President
(602) 378-6865
Mark.A.Jensen@wellsfargo.com

Table of Contents

Executive Summary

Offer and Contract Award

Signed Amendment

A. Response to Questionnaire

1. General Banking 1

2. Lockbox 54

3. Merchant Credit Card Services 66

4. Trustee Services 73

B. Banking Services Fee Schedule (Attachment A)

C. Sample Agreements and Service Descriptions

D. References

E. Wells Fargo & Company 2009 Annual Report

F. Sample Monthly Analysis Statement

G. Earnings Credit Rate for Prior 12 Month Period

H. Money Market Fund Prospectus

I. Proof of FDIC Participation

J. FDIC Capital Adequacy Requirements

Appendix:

I. Public Funds Collateral Attachments

II. Cash Vault Deposit Preparation Guide

III. Treasury Information Reporting Sample Reports

IV. Account Reconciliation Specifications

V. Lockbox Coupon and Envelope Specifications

VI. Wells Fargo Merchant Services Sample ClientLine Reports

WELLS FARGO

Commercial Banking
Government/Education/Nonprofit
MAC S4101-251
100 W. Washington Street, 25th Floor
Phoenix, AZ 85003

October 20, 2010

City of Peoria, Materials Management
Jennifer Miller, Procurement Officer
Brent Mattingly, Chief Financial Officer
9875 N. 85th Ave, 2nd Floor
Peoria, AZ 85345

Dear Ms. Miller and Mr. Mattingly:

Wells Fargo Bank, N.A., a federally chartered member of the FDIC, is pleased to submit our response to the City of Peoria's (City) request for proposal for Banking Services.

Our best-in-class cash management solutions, our experienced transition team, and superior customer service position Wells Fargo as the best-qualified to perform the services required. Your resources are local, accessible, and knowledgeable, which assures the City that Wells Fargo can perform the work under the scope of the contract.

Wells Fargo's award-winning Internet portal, the Commercial Electronic Office® (CEO®), is compatible with the City's electronic environment, and through *CEO* the City can access all the bank's treasury management solutions and statements with one password and a single sign-on.

Wells Fargo is committed to providing the City with affordable banking services. We will provide an analysis credit of $25,000 which can be used to offset setup costs, bank supplies, and ongoing analysis charges. Wells Fargo will also set the City's Earnings Credit Rate at the higher of the 91-day T-bill or 0.50% as an additional way to offset expenses.

Wells Fargo values the technological needs of the City. If selected, we will provide the City with two Desktop Deposit® scanners at no cost.

All pricing contained in our proposal is firm and irrevocable for sixty (60) days. We appreciate your time and interest in Wells Fargo!

Sincerely,

Jeffrey Sundheimer
Vice President

Mark A. Jensen
Senior Vice President

SOLICITATION AMENDMENT

Solicitation No: P11-0015
Description: Banking Services
Amendment No: One (1)
Solicitation Due Date: October 20, 2010
Solicitation Due Time: 5:00 p.m.

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Jennifer Miller

RFP Questions and Clarifications

1. Will you allow certain items such as our agreements and appendix to be printed double sided? We will ensure that the main body of our response is printed on only one side of the page.

   Standard agreements and appendices may be double sided.

2. Can the third party safekeeping institution that holds the collateral for the city's housing accounts be Wells Fargo or will Wells Fargo need to open a separate account at another institution such as the Bank of New York to hold the collateral?

   The City's pledged collateral and the City's Housing Account(s) collateral must be held separately from the servicing bank either through the establishment of another account with another institution or through the Federal Reserve.

3. Can you provide a list of holdings in the investment portfolio?

   See attachment.

4. Can you provide the name of the investment manager you utilize for investment management services on the portfolio?

   The City currently has an investment services management contract with First Southwest from Austin,

Vendor hereby acknowledges receipt and agreement with the amendment.

Jeff S 10/14/2010
Signature Date

Jeff Sundheimer, Vice President
Typed Name and Title

Wells Fargo Bank, N.A.
Company Name

100 W. Washington St., Fl. 25
Address

Phoenix AZ 85003
City State Zip

The above referenced Solicitation Amendment is hereby Executed

October 6, 2010

at Peoria, Arizona

Jennifer Miller, Contract Administrator
City of Peoria, Materials Management

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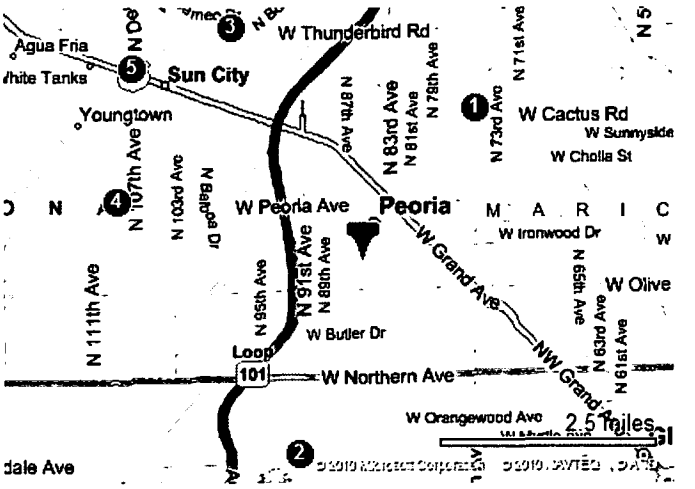
1. General Banking

Wells Fargo acknowledges that we are able to provide the General Banking services outlined in this section. The City's service requirements will be met through a variety of treasury management products, as described in further detail within our responses. We will collaborate and consult with the City to insure that the services provided truly fulfill the City's needs and meet your operational requirements. We will not utilize any third-party subcontractors to provide the services outlined in this section of our response. We have provided a numbered response to all the specific questions outlined in your Questionnaire.

The City will be serviced through our Government & Institutional Banking office in Phoenix, with local support from our full-service 75th & Cactus branch in Peoria. The four branches closest to your City offices are shown in the map and table below.



Bank Name	Bank Address	City	Zip	Distance	Type	Deposit Channels
1. 75th & Cactus	7435 W Cactus Rd	Peoria	85381	2.00 miles	Traditional	Teller, Express Envelope Free ATM, Night Drop, Dual pouch deposit bags
2. 91st Ave & Glendale	9082 W Glendale Ave	Glendale	85305	2.63 miles	Traditional	Teller, Express Envelope Free ATM, Night Drop, Dual pouch deposit bags
3. Thunderbird Plaza	9901 W Thunderbird Blvd	Sun City	85351	2.84 miles	Traditional	Teller, Express Envelope Free ATM, Night Drop, Dual pouch deposit bags
4. 107th Ave & Peoria	10733 W Peoria Ave	Sun City	85351	2.88 miles	Traditional	Teller, Express Envelope Free ATM, Night Drop, Dual pouch deposit bags

We have a total of four branches within the City limits of Peoria. In addition to the 75th & Cactus branch noted above, we also have a further three branches:

Bank Name	Bank Address	City	Zip	Type	Deposit Channels
Happy Valley & Lake Pleasant	25175 N Lake Pleasant Pkwy	Peoria	85383	Traditional	Teller, Express ATM, Night Drop, Dual pouch deposit bags
83rd & Lake Pleasant	8281 Lake Pleasant Pkwy	Peoria	85382	Traditional	Teller, Express ATM, Night Drop, Dual pouch deposit bags
99th & Beardsley	20351 N Lake Pleasant Rd	Peoria	85382	In-Store	Teller, Express ATM

1. General Banking

a. What is your financial institution's *time* schedule for mailing insufficient funds notices and return items to customers?

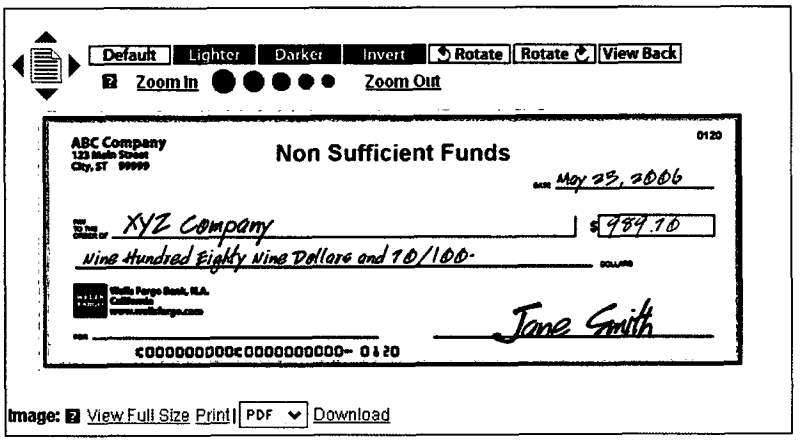
Wells Fargo will mail insufficient funds notices to the City the day the item is returned to Wells Fargo. Depending on U.S. Postal Service delivery times, the notices may take one to five business days to arrive at the City's office.

The City has the option of being notified electronically the same day that the item is returned to Wells Fargo. Using the Event Messaging service, we can notify the City by e-mail, fax, or text message when we receive returned items. The e-mail prompts the user to log into the *CEO* portal to view returned items.

Images of returned items are available online the same day we receive them in our Returned Items Processing Center. The City can search for and view images of returned items using the *CEO* Returned Item service. Our flexible, detailed returned item activity report provides up-to-date information on the items affecting your Demand Deposit Accounts, including returns for both paper and electronically deposited items on one report.

Online image delivery allows you to view images of your returned items prior to receiving the original item in the mail. Earlier access to returned item information and images improves the efficiency of your check processing, increases your collection rates and helps reduce your exposure to fraud. We have included a screen shot of our returned items image viewer on the next page.

Image Viewer



Item Details

Deposit Account Number:	**401xxxxx85**	Return Date:	**06/01/2006**
Location Number:	**N/A**	Return Reason (Code):	**NSF 1st Time**
Check Amount:	**$989.70**		
Check/Serial Number:	**120**	Maker Account Number:	**985xxxxx59**
Original Deposit Date:	**05/24/2006**	Disposition:	**Reclear**
Original Deposit Amount:	**$7,800.00**	Chargeback Account Number:	

A transmission of returned item details is also available through our Image File Import service.

For standard paper items, we automatically redeposit eligible items on the next business day. If the maker bank returns the item again, we process the chargeback debit and mail the paper advice along with the original or Image Replacement Document (IRD) the same day we receive the item back from the maker bank.

Alternatively, if you convert deposited checks to Accounts Receivable Conversion (ARC) or Back Office Conversion (BOC) Automated Clearing House (ACH) debits, or if you use our Electronic Returns (RCK) service, you receive up to two re-presentment attempts on eligible returned items through the ACH. You select the timing of the re-presentment. The default re-presentment is the next day, but other options a specific day of the week or month and a delayed re-presentment attempt up to nine days. The timing for the first re-presentment and the second re-presentment may differ. If the first re-presentment attempt is done through ACH, we typically receive any returns within three business days of the re-presentment. If the item becomes a chargeback, we follow the same procedure as above with the debit, advice, and IRD occurring the same day we receive the item back from the maker bank.

b. **Does your financial institution intend to discontinue offering any of the services identified in this Request for Proposal during the specified term of the contract? If yes, fully describe the circumstances including the anticipated date for elimination. What options will then be available to provide for this service?**

To the knowledge of those Wells Fargo representatives preparing this response, Wells Fargo currently has no plans to discontinue any services identified in the City's RFP.

c. **Does your financial institution have current plans to add or remove branches within the City of Peoria during the specified term of the contract? If so, which branches are involved and where would new branches be located? What level of service would be available?**

To the knowledge of those Wells Fargo representatives preparing this response, Wells Fargo currently has no plans to add or remove branches within the City during the term of the contract.

d. **Has your financial institution entered into an agreement to merge with another financial institution or other business entity? If yes, please provide planned dates of merger, identify counterparties involved, and indicate which entity will be merged or absorbed. What effect will this merger have on the level of services provided to the City of Peoria? Will there be any change in location for services provided? Where will the headquarters be located?**

On December 31, 2008, Wells Fargo & Company (NYSE:WFC), the parent company of Wells Fargo Bank, N.A., completed its merger with Wachovia Corporation. The headquarters are and will remain in San Francisco.

The City can access the Investor Relations page on our website (wellsfargo.com) to view the latest information and details regarding the merger integration. We do not expect the merger to have a material adverse impact on Wells Fargo Bank's ability to provide services to the City of Peoria.

To the knowledge of those Wells Fargo representatives preparing this response, Wells Fargo currently has no other merger agreements in place.

e. **What is your institution's basis for charging for cash deposited?**

Wells Fargo charges $0.0008 per $1.00 of deposited cash.

f. Does your financial institution provide other payment capabilities besides those listed in this proposal? If so, please describe the processes and all costs associated with this service.

Please note that the costs associated with each of the services listed below are dependent on the volume and services chosen. If the City was to select one or all of these services, Wells Fargo would price each element similar to the contract prices.

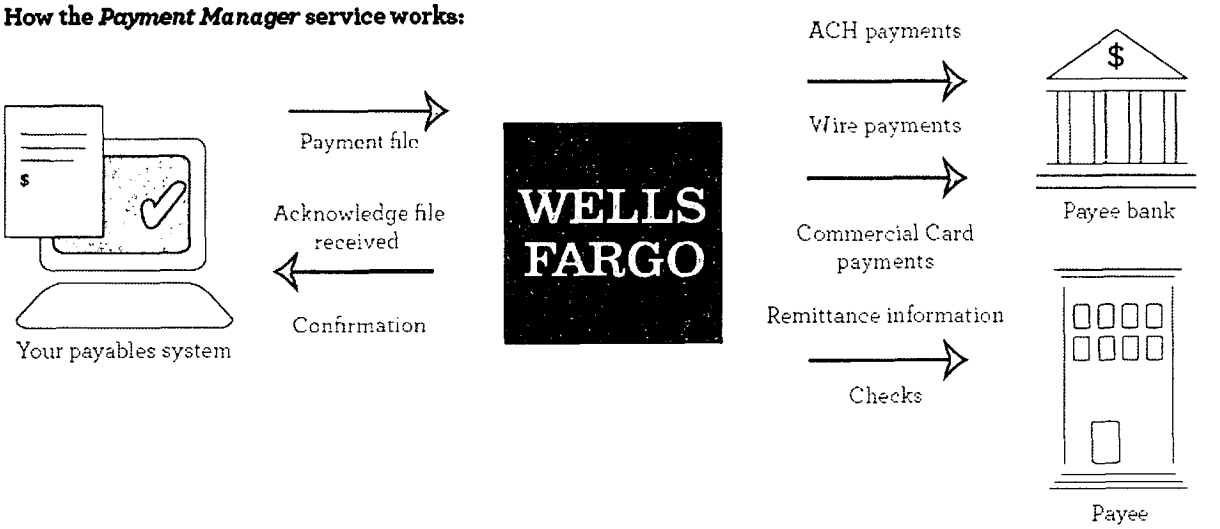
Payment Manager®

Payment Manager is an initiation system for domestic and international wire transfers, ACH payments, Commercial Card, and check payments. This service allows you to send us a single file for all of your payment types, eliminating the need to access multiple systems. As an added benefit, our Payment Manager Plus℠ service lets you send human- and machine-readable remittance information, while initiating your electronic payments directly from your accounts payable system. *Payment Manager Plus* lets you send an email, secure email, or fax to your trading partner with all of the information they need to reconcile your electronic payment correctly and efficiently. You can also have us print and mail your remittance information to your trading partners who need paper-based remittances. *Payment Manager Plus* often results in additional trading partners willing to accept electronic payments since they no longer need sophisticated and expensive systems or software to receive notification.

The City can send your remittance and delivery information easily in your payment file or use our online trading partner database to manage remittance deliveries on the Commercial Electronic Office® (CEO®) portal.

Payment Manager supports direct transmission of files from your ERP or treasury workstation system. Upon receipt of your file, we transmit acknowledgment that we have received the transmission and when payments are initiated, we provide detailed transaction confirmations to the City. Standard file formats we accept include ANSI 820, Wells Fargo flat file, Wells Fargo XML, and SAP IDOC. *Payment Manager* is fully integrated with our online Positive Pay and Account Reconciliation services.

How the *Payment Manager* service works:



WellsOne® Commercial Card – Purchasing Card

Wells Fargo offers a single-card approach that will allow the City to consolidate purchasing and travel and entertainment under one program. We were the first provider to introduce a card program that consolidates small dollar purchases including fleet, travel, relocation, ghost accounts, department cards, and airfare cards. Today, Wells Fargo is the *only* leading issuer fully committed to a single-card approach, which provides the following benefits to our customers:

- Simplified program administration, including employee education and support
- Integrated reporting
- One database interface with other City financial systems, including your general ledger
- Smaller investment to keep cards correctly branded

As we work with you to implement and operate your card program, we will focus on process improvements that will help the City to eliminate costly manual checks and purchase orders, and reduce process cycle time.

The *WellsOne* Commercial Card program provides a variety of options to the City of Peoria. The table on the next page describes the account types available through our program and lists typical uses for each.

Account Type	Usage
***WellsOne* Commercial Card** *With Plastic* Allows the City to choose only the services needed for each cardholder	**Purchasing** (Small Dollar Expenses): Supplies Services Equipment Insurance Premiums Memberships Software Seminars **Travel and Entertainment**: Travel Meals Entertainment **Fleet/Fuel**: Fuel Maintenance
Ghost *Without Plastic*	Airfare Preferred Supplier Utilities Departmental Charges
Declining Balance *With or Without Plastic*	Relocation Project Budgeting Petty Cash Special or Short-Term Capital Projects

Commercial Card Expense Reporting

Setting the pace for commercial Internet banking, Wells Fargo's Commercial Card Expense Reporting (CCER) service provides program administrators, managers, and cardholders with a flexible tool to review, enhance and approve card statements over the Internet—effectively transforming your card program into a total expense management solution.

CCER helps you manage your card program through the *Commercial Electronic Office* (*CEO*) portal, where you can access a growing number of our commercial banking services and statements with one password and a single sign-on. CCER also provides:

- **Complete Card Account Management Online.** Order new cards, change credit limits, cancel cards and dispute charges without ever picking up the phone.
- **Multiple Customization Options.** The City can customize up to nine transaction fields for each card, enabling you to attach transaction information specific to the needs of your organization.

- **Standard-Setting Automation.** Choose from key general ledger fields, which allow you to fully automate your commercial card expense activity. The City can upload expense data from CCER to most ERP or treasury workstation platforms, which eliminates any manual data entry to your general ledger.
- **Continual Product Enhancements.** CCER is a proprietary service, developed and maintained by Wells Fargo Bank. Enhancements are made regularly based on the input of our valued customers.
- **Dedicated Customer Support.** Customer service specialists are available to assist you 24 hours a day, seven days a week.

From account set-up to statement reconciliation and approval, CCER effectively eliminates paperwork by moving your processes to the Internet.

- **Precise Cost Allocation.** Cardholders can reclassify or allocate any transaction by dollar amount or percentage to multiple cost centers or general ledger accounts during online reconciliation. Or automatically allocate transactions to default general ledger accounts pre-selected by your organization during implementation.
- **Comprehensive Expense Reporting.** View, download, or print a complete expense report for your card program anytime, anywhere. Cardholders can also access Level III credit card transaction data if transmitted by the vendor.
- **Electronic Reimbursement for Out-of-Pocket Expenses.** Cardholders and non-cardholders alike can enter their out-of-pocket expenses (including mileage) and receive an automatic ACH direct deposit into their accounts. This virtually eliminates the need for expense reports and petty cash.
- **Streamlined Program Management.** Program administrators can view all cardholder statements on a single screen, easily identifying delinquent reports for follow-up. Automated statement cycles allow for email notification to cardholders and managers as a reminder to review and approve statements.

The Web-enabled self-service applications we provide allow your program administrators and managers to view posted spending on a daily basis, sharply increasing management visibility. Online reports track the status of cardholder statements, identifying those managers and cardholders out of compliance. This enables you to quickly generate email notifications to noncompliant managers and cardholders, facilitating faster statement reconciliation.

You obtain more control by seeing all of the City's expenditures with vendors, whether you pay them directly or your employees utilize them for company business. With a clearer picture of your actual spending, you are in a better position to negotiate preferred supplier arrangements. And you'll have the visibility you need to enforce those agreements, ensuring that your employees use your preferred suppliers for reimbursable expenses whenever possible.

With the *WellsOne* Commercial Card program, cards are designed with a fixed spending limit that employees cannot exceed. Transactions above these spending limits will be declined at the point of sale. Should employees need to use their cards beyond pre-set spending limits, we recommend they contact their primary or secondary approvers, who will then notify your Program Administrator, who can update the account immediately in real-time, using our web-enabled software. This method satisfies our commercial card customers' requirements while offering them less administrative overhead than "no pay without approval" functionality.

Standard parameters and controls allows you to permit or restrict card use with specific merchants and Merchant Category Codes (MCCs), such as airlines, restaurants, and hotels, enabling you to prevent unauthorized use and direct employees to utilize the City's preferred suppliers. You may pre-set customized controls for individual transaction amounts, total numbers of transactions, and total dollar amounts in specified time periods.

g. Please describe the controls your institution has in place to protect data integrity and to ensure that data is not lost or duplicated, i.e., audit and control procedures.

As a financial services company, information security is of paramount importance to Wells Fargo. Our physical, electronic, and procedural safeguards meet or exceed federal standards for protecting customer information. The highly regulated nature of the banking industry mandates a strong security environment to meet the City's requirements and KPMG, Wells Fargo's third-party auditor, conducts regular examinations of our internal controls to ensure compliance.

One of the first banks in the United States to offer web-enabled treasury management services, Wells Fargo continues to be recognized as a national Internet banking leader. We continuously evaluate the latest technology to improve protection against unauthorized access or alterations to customer data.

Security controls we have in place include the following:

- **Firewalls:** Act as a barrier to restrict access to your confidential account information.
- **Authentication:** Determines the identity of people who have access to your data, providing a high level of security. We use **Token Authentication** with financial, high-risk transactions and text password authentication for all other transactions.
- **Data Integrity:** Protects the consistency of the City's data, ensuring it is not altered or destroyed as it is transported over the Internet. Wells Fargo accomplishes data integrity through **encryption** and **hash functions**. We believe we provide the most effective, **state-of-the-art encryption technology** to ensure confidentiality by transforming plain text information into unintelligible characters for transport.

- **Authorizations:** Guard against improper access to data or computer resources by establishing what particular users (or roles) are allowed to do. Authorizations allow the City to designate who has access to specific accounts within your organization. They let you delineate what activities your employees are allowed to perform, in order to facilitate your processes and reports while ensuring appropriate security. Authorizations also enable you to establish limits on the amount of funds authorized users can handle.
- **Physical Security:** Complements electronic security with stringent safeguards at our data centers, including security guards and access controls, such as card keys and closed circuit television monitoring.
- **Personnel Security:** Complements Wells Fargo's electronic and physical security controls and addresses processes such as screening employees, informing them of our security policies, and strictly enforcing those policies.
- Finally, **Audit Controls** provide the ability to monitor and track key activities on your accounts.

The City determines who can access protected resources and which resources are available for access. Wells Fargo can set up entitlements for each user, or City administrators can create user IDs and assign privileges using the *CEO* Self Administration service.

h. How often in the last 12 months has the bank's wire transfer system had unscheduled downtime for a total of more than 30 minutes in a single day? What are the most common causes of unscheduled downtime?

In the past 12 months, our wire transfer system has not had any downtime for more than 30 minutes in a single day.

i. Please describe how your institution measures and evaluates quality of service. Describe how your institution intends to provide consistent high quality service to the City and what measures will be taken if service levels fall below acceptable levels.

Wells Fargo is committed to delivering reliable services to the City. Part of that reliability comes in the quality of service we deliver. We set performance standards for operational functions throughout the bank based on industry standards and benchmarking. Some of these measures mirror BAI standard quality measures. Others are internal only to Wells Fargo and represent measures we feel are more meaningful to the success of our product delivery. Every error and identified problem is fed into our tracking systems, regardless of whether the issue is raised by our Treasury Management Client Services unit or an operational area.

Each month, a quality review committee of key representatives from Operations, Treasury Management, and Commercial Banking meets to review the performance of each operating area. If a performance measure does not meet minimum standards, it is reviewed in detail and corrective measures are implemented.

In addition to measuring performance criteria for each of the services we provide, we also evaluate our overall performance by measuring customer satisfaction levels. We've found this is one of the best and truest ways to measure quality.

Our Treasury Management Client Services managers measure customer satisfaction in two ways. First, we proactively contact customers on a semi-annual basis. The purpose of these calls is to hear from them, first hand, about the service they are receiving. Among other things, we query them about their experience with the services we provide, the helpfulness of our employees, and our responsiveness to their questions and inquiries. Second, we participate in third-party surveys such as Phoenix-Hecht, Greenwich, and JD Power. These third-party surveys are an ideal tool for capturing objective customer satisfaction data.

To measure the quality of our overall customer service, we also use internal programs to track our adherence to stated service level agreements. Our customer service organizational structure includes a Client Services Manager, who manages day-to-day operations to ensure that service levels are met. The Client Services Manager will assist the City with any necessary service escalations. As part of the role, the Client Services Manager reviews pending cases and works closely with our partners in operations to make certain that our internal service targets are being met.

Finally, your Relationship Manager, Jeffrey Sundheimer, will be responsible for overseeing your relationship with Wells Fargo and coordinating with all areas of the bank to ensure excellent customer service.

These efforts help ensure that our customers always receive the level of service they expect. Our commitment to customer service offers real, quantifiable results. Wells Fargo received an A+ grade for having excellent customer service in the 2010 Phoenix-Hecht Large Corporate Quality Index Survey. We also were the number one rated bank for cash management customer service and satisfaction with cash management relationship in the 2009 Greenwich Associates Large Corporate Treasury Management Report. The City can be confident that we will continue to deliver the level of service you expect, both today and in the future.

j. Please describe how inquiries requiring research and adjustments are handled by your institution. Are there established turn around times for research and adjustment items? If so, please explain.

A dedicated Client Services Officer (CSO) will be assigned to the City and will service your day-to-day needs. Your CSO will be responsible for taking ownership of an issue until resolution is achieved. Every CSO has desktop access to a multitude of electronic systems for problem research and is part of our centralized Treasury Management customer service center that includes an infrastructure to track issues, identify the root cause of any errors, and ensure timely resolution. Your CSO will be part of a larger customer service team, which will include a backup CSO to ensure continuity of service.

Every inquiry made is entered into our internal tracking system. Your inquiry remains active in our system until it is resolved. If an inquiry is unresolved for an extended period, a manager is notified. This ensures that every inquiry is addressed as quickly as possible and none are overlooked. The tracking system also produces summary reports on an intraday basis that help us identify error trends. Once a trend is identified, the problem area within the operation is thoroughly analyzed to determine the root cause of the error. This approach gives us the tools we need to identify and correct process or system issues, thereby eliminating similar problems from recurring.

In general, research requests for transactions processed within the previous 180 days will be completed within three business days, although most **are completed same day**. The time it takes to respond can vary depending on the specific request and the type of transaction being researched. In 2009, over 99% of customer service requests were completed by their target close dates.

k. Does your institution have a formal disaster recovery plan in place in the event of a systems failure or other disaster at the bank's primary processing site? If so, please describe the plan and indicate when it was last updated and tested? Have disaster recovery procedures ever been implemented for a real disaster? Does your institution compensate in the event of loss?

Wells Fargo has remained a beacon of trust and security since 1852. We have a business continuity planning program in place, consisting of multiple recovery strategies for each core line of business, function, product, and service. In the event of an unexpected disaster or emergency, every attempt will be made to restore and maintain normal service levels as soon as possible. Our general philosophy is that the unexpected should now be expected, and planned for accordingly.

Our core processes and procedures regarding business continuity planning remain consistent for a wide variety of potential disasters or emergencies, including earthquakes, fires, floods, and even pandemic disease. Although components of our business continuity plan may vary based on the nature of each specific event, we have identified four types of interruptions that could impact the City the most:

- **Systems.** To minimize the severity of system interruptions, we have instituted redundancies for business critical systems. In the event a Wells Fargo system experiences a temporary outage, we will allocate available resources to the remediation of the impacted application(s).
- **Telecommunications and Power.** Wells Fargo utilizes multiple telecommunications and power companies to create a redundant network, thereby minimizing the likelihood of an outage. Should an outage occur, however, we will take reasonable action to implement manual alternatives.
- **Operations Facilities.** If there is a disaster at one of our primary operations centers, we have alternate processing centers which are prepared to take over day-to-day processing and support until the primary operational center is back to normal operating conditions.
- **Transportation.** If either air or ground transportation is temporarily unavailable, we will take reasonable action to use alternative methods, given available transportation options.

Wells Fargo has contingency plans in place for both minor and major system failures. Our qualified personnel can handle most simple repairs. We also have established maintenance agreements with all of our major hardware vendors. In the event that a serious error or malfunction takes place, we contact the vendor, who is required to send a repair technician as soon as we report the trouble.

Wells Fargo maintains numerous "hot" backup processing sites, dependent on each specific function. Each servicing center has an alternate recovery site identified – with recovery sites dispersed across multiple geographies in order to minimize potential disruption within a specific geographic region.

Processing of core business functions will *automatically* divert to identified backup sites as necessary in the event of an unexpected disaster or emergency. Sufficient staff will be on hand (at both primary and backup locations) to execute critical functions as needed.

Each piece of customer and account data is housed on a specific "source system of record." In a normal operating environment, numerous systems of record flow into a centralized user interface for viewing by internal Wells Fargo team members. In a disaster recovery situation, assuming that customer information user interface(s) are unavailable, relationship managers, customer service officers, and other team members (as appropriate) will have access to the individual source systems that house specific data items, as their security levels allow.

Our relationship managers have policies and procedures in place to work with customers on an individual basis in order to facilitate manual transactions and share account information, balances, etc. as needed. In order to maintain appropriate privacy, security procedures—i.e. the use of user IDs, PINs, and account numbers—will remain in place under these circumstances (potentially voice or other-initiated controls, given communication options available).

Customer information is backed up regularly via batch or real-time (dependent on the specific application and/or data field).

Wells Fargo tests recovery strategies on a regular basis, with frequency and timing dependent on the specific functions and/or applications being tested. Generally, all Wells Fargo critical applications are tested on a quarterly basis, with business unit-level functions tested on an annual basis.

Wells Fargo has significant experience effectively responding to unforeseen disasters and emergencies. Examples include, but are not limited to:

- 1983: Norwest Bank fire in Minneapolis
- 1988: First Interstate Bank fire in Los Angeles
- 1989: San Francisco Bay Area earthquake
- 1994: Northridge, CA earthquake
- 2001: Terrorist attacks in New York and Washington, DC
- 2003: East Coast power outage; Southern California wildfires
- 2005: San Antonio water outage; hurricanes Katrina, Rita and Wilma
- 2006: Denver blizzards
- 2007: Southern California wildfires
- 2008: Iowa floods

2. Zero Balance/Controlled Disbursement Account Information and ACH Capabilities

a. What is your institution's availability of presentment policy for customer checks?

We do accept over-the-counter check deposits and encashment for controlled disbursement checks drawn on our Van Wert controlled disbursement endpoint. Controlled disbursement checks that are presented over the counter are included in the next-business-day funding notification.

Our Van Wert controlled disbursement customers receive two presentment notifications Monday through Friday, excluding Federal holidays. The first presentment is at 6:00 a.m. PT. The second presentment is at 7:00 a.m. PT. A summary of the day's disbursement total is available to you by 7:00 a.m. PT for funding purposes.

b. Please describe your institution's methods for processing ACH transactions and identify the deadlines for processing these transactions. What media types and transmission methods are available? Are one and two day file effective date capabilities available?

Wells Fargo is one of the nation's largest ACH processors, and has one of the most advanced ACH systems in the country to meet your disbursement and collection needs. In fact, Wells Fargo is the only financial institution to receive three consecutive annual awards from NACHA for ACH service quality and innovative ACH solutions. We also received the Kevin O'Brien ACH Quality Award in April of 2009. This award is presented annually to recognize an ACH participant that improves the quality of ACH services or the integrity and reliability of the ACH network.

We deliver ACH applications to replace virtually every check-based business process: payroll, vendor payments, state and federal tax payments, retail sales, consumer collections, business-to-business receivables, shareholder dividends, expense reimbursement, cash concentration and more. Our best-in-class, internally built and maintained ACH system brings you Internet functionality, domestic and international capabilities, advanced features, and totally electronic solutions for your disbursement and collection needs.

The City would submit an electronic file of payment information in a format approved by the National Automated Clearing House Association. Wells Fargo reads your file and, following your instructions, delivers payment entries to your payee's accounts. The payments are immediately available in the accounts on the morning of settlement day.

Files can be sent via direct transmission in any of the four transmission protocols we support: https, FTP/S, AS2, and SFTP. Wells Fargo also supports a suite of Connect:Direct file transfer options and online initiation through our *CEO* ACH Payments service.

We have provided details about each of our supported Internet protocols in the table below. During the implementation process, we'll work with you to determine which method best meets the City's needs.

Internet Protocols

Protocol	Security and Encryption
HTTPS browser	Security: ID, password and RSA SecurID fob; access through the *Commercial Electronic Office* (*CEO*) portal Encryption: 128-bit Secure Sockets Layer (SSL) session-level encryption; PGP encryption available for all applications

Protocol	Security and Encryption
HTTPS with automation*	Security: ID in conjunction with digital certificate issued by Wells Fargo Encryption: 128-bit SSL session-level encryption; PGP encryption available for ACH, ARP and BAI applications
FTP/S*	Security: ID in conjunction with digital certificate issued by Wells Fargo Encryption: 128-bit SSL session-level encryption; PGP encryption available for ACH, ARP and BAI applications
SFTP*	Security: ID and password Encryption: 128-bit Cypher Strength Secure Shell (SSH) session-level encryption; PGP encryption available for ACH, ARP and BAI applications
AS2 HTTPS	Security: ID in conjunction with digital certificate issued by Wells Fargo Encryption: 128-bit SSL session-level encryption; PGP encryption available for ACH, ARP and BAI applications

**Bank-provided client software is available.*

You may send files anytime, **7 days a week, 24 hours a day**. Although a file may be sent at any time, for 1-day settlement, the file must be received by 6:00 p.m. PT the day prior to settlement. For 2-day settlement, the file must be received by 9:00 p.m. PT for a file sent via direct transmission and 6:00 p.m. PT for a file sent through our online *CEO* ACH Payments service.

For files transmitted with an effective date of a holiday or weekend, the transactions will automatically settle on the next business day. In general, we recommend a two-day process for payroll files. This ensures that receiving banks can be notified so they make funds available on the payment date.

ACH Services are subject to initial and annual satisfactory review of the financial statements of the City, credit approval by Wells Fargo Bank, and satisfactory completion of any necessary documentation.

c. What is the process for ACH stop payments and/or corrections once the ACH file has been sent to your institution?

For security purposes, Wells Fargo does not allow changes to be made to ACH transactions once they are submitted to us. To modify a transaction, it must be deleted and then resubmitted. Delete requests can be made up to the day your file is released to the Federal Reserve or Electronic Payments Network (EPN) (one or two days prior to settlement date). Once a file has been released, you will need to reverse the entry and resubmit it.

This measure ensures that your transactions cannot be fraudulently or erroneously altered once you transmit them to us.

Wells Fargo offers a flexible, easy-to-use process for handling file, batch, and item reversals and deletions.

Accessible through our *Commercial Electronic Office* Internet portal, our ACH Deletes & Reversals Online service gives authorized users the ability to initiate both delete and reversal requests. The deadline for delete requests is 1:00 p.m. PT, two business days before the posting date for two-day items, or one business day before the posting date for one-day items. Per NACHA guidelines, reversal requests must be submitted within five business days after settlement. The deadline for reversal requests is 1:00 p.m. PT on the 5th day after settlement.

Only authorized users can initiate delete and reversal requests. Your Security Administrator can restrict access to this service through the *CEO* Self Administration application.

d. Does your institution have a backup plan in place in order for the City to meet ACH file transmission deadlines in the event of a system problem or failure? Has the backup plan been tested and used?

As the banking industry's only winner of three consecutive ACH Quality Awards (presented by NACHA), Wells Fargo remains an ACH leader, at the forefront of ACH innovation. Our primary ACH processing site is located in Minnesota, with a backup site in Arizona. Our primary and backup sites are located in different geographies in order to minimize potential disruption within one specific geographic location.

As ACH is an identified "critical function" of Wells Fargo, processing will automatically divert to the identified backup site as necessary in the event of an unexpected disaster or emergency. All sites (both primary and backup) are staffed and operational, utilizing redundant systems as appropriate. Regular testing of Wells Fargo's ACH capabilities is conducted on a regular basis (at least annually) in order to maintain optimal reliability and effectiveness.

Although backup sites and processes are in place for ACH, manual "workarounds" may become necessary, depending on the nature and severity of a specific disaster or emergency. If such workaround processes become necessary, Wells Fargo and your relationship management team will work with you on an individual basis to facilitate transmission of information back and forth. Some alternate methods may include our *CEO* ACH Payments service or Secure E-mail (on a case-by-case basis). Each alternate method may have special security and connectivity requirements.

For clients with large ACH volumes, a leased line circuit would be an alternate option if multiple files can be consolidated. Leased line connections normally include backup switches to re-route communications in the event of line failure. In that regard, assuming that a leased line circuit is already in place at time of business interruption, backup switches would need to be in place to re-route communications to both your backup site locations, as well as to Wells Fargo's identified backup sites as needed.

In the event that a formal disaster recovery plan has been invoked, impacted customers will be notified by their existing relationship team, to the extent possible. Wells Fargo's business continuity plans include having you communicate with the same team members that you do today - enabling you to connect with the same people familiar with you and your overall relationship with Wells Fargo. There will be no "new" contacts in the event of a disaster or emergency.

Confirmation Notification

Due to our continuous processing environment, Wells Fargo provides transmittal registers (C-Notes) as confirmation notifications to all customers. This confirmation verifies Wells Fargo's receipt of your ACH file, notifies you that processing has begun, and indicates if your file contains errors. C-Notes are faxed or transmitted within 15 minutes of receipt of a file.

3. City of Peoria, Housing Department Accounts

a. What will the interest rate for these accounts be based on? Can these funds be swept into a money market fund?

Do you need all the features and convenience of a checking account while earning interest on excess balances? Combine the benefits of an earnings credit with an interest rate and you have Government Advantage Interest Checking. With this account—available only to government entities—the City gains all the features and convenience of a checking account while acquiring the advantage of earning interest on excess balances. Government Advantage Interest Checking also offers you the ability to simplify your operations and help reduce expenses with sophisticated cash management services. You can group your Government Interest Checking accounts and have the interest computed on the aggregate balance.

How You Benefit

- **Convenience:** Government Advantage Interest Checking smoothly incorporates the convenience of full-service checking with the opportunity to earn interest on excess funds held in the account. It is fully automated, meaning there is no need to monitor balances. Government Advantage Interest Checking automatically generates interest on all excess funds.
- **Safety:** Funds in Government Advantage Interest Checking are demand deposits, not investments, and are insured by the FDIC for the first $250,000. Additionally, the bank collateralizes the funds in the account to the extent required by law.
- **Complete liquidity:** Government Advantage Interest Checking is a full-service account, with complete and unlimited access to available funds and transaction capabilities. Funds can be withdrawn at any time, and there is no limit on the number of transactions.
- **Interest calculated monthly:** Monthly interest payments are based upon a tiered interest rate.

How Government Advantage Interest Checking Works

Government Advantage Interest Checking is a unique interest-bearing account that uses an earnings credit rate to offset fees for services used—then pays interest on any additional balances.

- At the end of each month, the average positive collected balance is calculated.
- If the net balance available is positive, interest is calculated and credited to your account. If the net balance available is negative, interest is not paid and a fee is charged to the account.

Sweep

The City may also choose to utilize our Stagecoach Sweep® service, as described below, to earn interest on your accounts.

Wells Fargo's *Stagecoach Sweep* Repurchase Agreement service helps you gain maximum benefit from balances in your commercial checking accounts. End of day balances are automatically swept into interest-bearing repurchase agreements. At the opening of the next business day, the funds are returned to your account. The *Stagecoach Sweep* Repurchase Agreement service allows you to generate additional earnings overnight while maintaining access to your cash during the day. And because our *Stagecoach Sweep* service moves your available balance out of your account each night, the City will reduce the ledger balance used to calculate your FDIC fees.

- **Time and Cost Savings.** *Stagecoach Sweep* Repurchase Agreement service is automated. It requires no estimating of available balances, phone calls, or on-going management by your treasury personnel. Qualifying balances are automatically swept every bank business day, whether you're in the office or not.
- **Enhanced Earnings.** Interest on your investment accrues daily and can be paid daily or monthly on the first business day of the following month.
- **Accessibility.** Funds are invested overnight and automatically deposited to your business checking account at the opening of the next business day. Investments are completely liquid. Access to your cash, including the amount invested, is available through your public agency checking account.

Investments in Repurchase Agreements are undivided proportional interests in overnight repurchase obligations of Wells Fargo Bank, N.A., governed by the bank's standard Repurchase Agreement option. The specific type and term of the securities used in connection with our repurchase obligation may vary from day to day. To help monitor your investments, your daily confirmation statement includes details of your repurchase investment and the underlying repurchase obligation of Wells Fargo Bank, including the securities held by the bank as collateral.

The Wells Fargo Stagecoach Sweep Repurchase Agreement is subject to specific credit quality and valuation standards. The securities which are the subject of the bank's repurchase obligation are always direct obligations of or guaranteed by the United States, its agencies or instrumentalities (including, for example securities issued by the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation). They have a market value at investment equal to or greater than the principal amount of the bank's obligation to you under your Repurchase Agreement.

We also offer our *Stagecoach Sweep* Money Market Funds service, which automatically sweeps excess collected balances into omnibus accounts holding money market mutual funds. Excess balances are automatically swept from your account and are invested in a non-FDIC insured, non-bank guaranteed money market mutual fund the next morning, when the market opens.

Note: This is just a summary. Please see the full description of the sweep product and set of disclosures set forth in the Wells Fargo Stagecoach Sweep Service Description, which shall control. Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for Wells Fargo Advantage Funds℠. Other affiliates of Wells Fargo & Company provide sub-advisory and other services for the Funds. The Funds are distributed by Wells Fargo Funds Distributor, LLC, Member NASD/SIPC, and affiliate of Wells Fargo & Company. Any investments in the money market mutual funds will be wired out of your account at Wells Fargo into an omnibus account held with the mutual fund, which is a separate entity from the bank. Your investment in a mutual fund will be pooled with other investors in the Wells Fargo's general account with the mutual fund. An investment in a money market mutual fund is not insured by the Federal Deposit Insurance Corporation or any other government agency. Although the mutual funds seek to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in a money market mutual fund. In addition, mutual funds are not guaranteed by Wells Fargo. For more information regarding the sweep option you chose, obtain a current prospectus by visiting www.wellsfargo.com/advantagefunds, or by contacting your Wells Fargo relationship manager. Consider the investment objectives, risks, charges, and expenses of the investment carefully before investing. This and other information about Wells Fargo Advantage Funds can be found in a current prospectus. Please read it carefully before investing.

*** NOT FDIC INSURED *· NO BANK GUARANTEE *· MAY LOSE VALUE**

4. Savings Accounts

a. What will the interest rate for these accounts be based on? Can these funds be swept into a money market fund?

As more fully described in section 3 above, we are pleased to offer a new service, the Government Advantage Interest Checking account, which we would like to recommend for the City of Peoria.

The Earnings Credit Rate (ECR) Index is set internally on a monthly basis at our discretion. The ECR Index is calculated after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. The index may be adjusted during the month to react to market changes.

We have listed an example of the ECR Index below.

Month	ECR	Month	ECR
June 2010	0.20	December 2009	0.20
May 2010	0.20	November 2009	0.20
April 2010	0.20	October 2009	0.20
March 2010	0.20	September 2009	0.20
February 2010	0.20	August 2009	0.20
January 2010	0.20	July 2009	0.20

Wells Fargo calculates your earnings credit on 100 percent of your average daily positive collected balances (average collected balance). We do not deduct a reserve requirement prior to calculating the ECR. Earnings credit is calculated using the following formula:

$$\frac{\text{(average collected balance) x (\# of calendar days in the month) x (ECR)}}{\text{actual \# of days in the year}}$$

5. Monthly Analysis Reporting and Service Charge

a. When are your institution's account analysis statements available?

The City will receive a monthly account analysis statement that will summarize balance computations and service charges and may be designed flexibly to meet your account management needs.

Account analysis statements are available online via our Internet portal *CEO* or by transmission and can be delivered in PDF, ANSI 822 text file, CSV, or Excel formats 6 business days after the end of the activity month. You may also receive your statement via secure email in the same formats. Printed statements are mailed 6 business days after the end of the activity month.

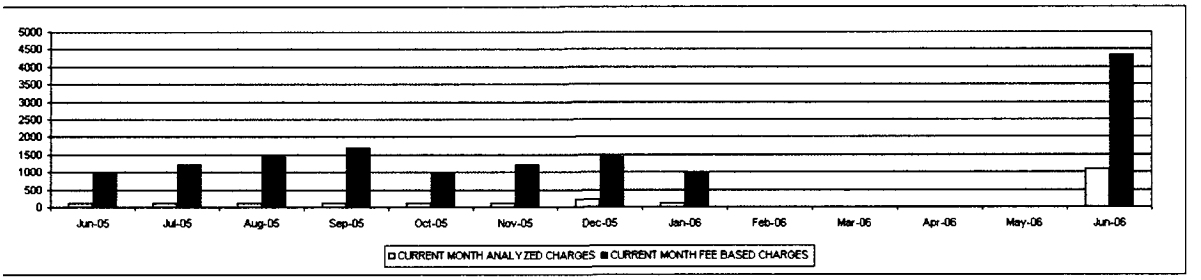
We also recently launched Interactive Client Analysis Statements on *CEO* Statements & Notices. The interactive statement will allow you to electronically interact with your analysis data and personalize based upon your needs. Wells Fargo is the only bank in the marketplace with this capability. Features of the service include:

- Price changes and new charges are clearly identified
- Customized views with drill down capability and flexible formatting
- Statement data is available for the current month plus 12 months prior
- Customers can compare current to previous month's balances, activity, and charges
- Graphic representations of analysis data trends are available

We have shown an example of the trending data provided below.

Trending Criteria			
Section:	Analysis Summary	Selected Field(s):	Current Month Analyzed Charges Current Month Fee Based Charges
Month(s):	June 2005 through June 2006		

Analysis Summary



	Month	Current Month Analyzed Charges	Current Month Fee Based Charges
1.	JUN 2005	115.09	976.31
2.	JUL 2005	115.00	1,200.64
3.	AUG 2005	115.00	1,432.94
4.	SEP 2005	115.09	1,689.65
5.	OCT 2005	115.00	979.31
6.	NOV 2005	115.00	1,216.84
7.	DEC 2005	222.31	1,432.94
8.	JAN 2006	115.00	982.31
9.	FEB 2006	0.00	0.00
10.	MAR 2006	0.00	0.00
11.	APR 2006	0.00	0.00
12.	MAY 2006	0.00	0.00
13.	JUN 2006	1,081.13	4,328.03

b. Is any interest-bearing account interest charged against the account analysis?

No, after the earnings credit has paid for the cost of the monthly banking services, it will automatically switch to an interest earning account.

6. Collateral Requirements

a. Who serves as your institution's third party custodian?

The contract used for Arizona customers is attached in the Appendix and names Wells Fargo Bank Northwest, N.A. as the third party custodian, which is part of the Wells Fargo & Company holding company. This contract meets Arizona statutes and is used throughout our customer base in Arizona. If the City will not accept this contract we have another third party custodian, Bank of New York Mellon.

b. What is the process to release or substitute securities pledged?

Please review the following section of our Depository Pledge Agreement, which is attached in the Appendix. This section states that we, the depository bank, are able to release or substitute securities without prior approval by the City:

> **3. Substitutions and Withdrawals of Collateral.** If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from actions taken pursuant to, and consistent with, the instructions given in a withdrawal notice. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a substitution notice in connection with any substitution which complies with the preceding sentence, Depositor agrees to provide it promptly upon Bank's request.

c. Are the required monthly pledge reports available to the City electronically? If so, please provide a brief description of the process and all costs associated with this service.

Collateral analysis statements (sample attached in the Appendix) are provided any time there is a change to the pledged collateral, and at month end. They are not available electronically. However, if Bank of New York Mellon is the custodian, the City may request access to their online reporting system and retrieve pledged reports any time.

The contract attached, which meets Arizona statutes, establishes collateralization at 102% using MBS, but can be increased to 105% as requested. The market value of all securities pledged is valued daily, plus we monitor collected balances daily to ensure that customer deposits are properly collateralized at all times.

7. Armored Car Services

a. Does your designated vault have specific requirements for deposits delivered by a third party? If so, what are those requirements?

We require plastic, disposable, tamper-evident deposit bags for cash vault deposits delivered by armored carrier. Deposits should be prepared according to the guidelines provided in our Cash Vault Deposit Preparation Guide included in the Appendix. General guidelines are provided below.

Deposit preparation is the same for both encoded and un-encoded checks. All checks must be endorsed and in bundles of 250 or fewer. Either a calculator tape of individual check amounts or a deposit ticket listing each check must be included with every deposit, regardless of the number of checks included. You should place the checks and deposit ticket in a deposit bag. For encoded deposits, you must encode the checks and include batch header tickets. Encoded check-only deposits can be delivered by the City's courier directly to our item processing center.

You should sort currency by denomination into stacks of 500 notes, as quantity permits. Secure each stack using a rubber band or appropriate color-coded currency strap. Loose bills do not need to be sorted, but should be secured by a rubber band or paper clip.

Loose coin under $10.00 can be included with currency. Coin amounts greater than $10.00 should be packaged loose in disposable coin bags, according to bank specifications provided at implementation. Typically, fees are lower for coin sorted into like denominations in standard amounts than for mixed coin bags with no declared value.

We recommend split deposits (checks in one deposit bag, and currency and coin in a separate deposit bag); mixed deposits (checks, currency, and coin in the same deposit bag) have an earlier deposit deadline than split deposits.

Wells Fargo minimizes security risks by restricting armored carriers to those who are fully licensed, bonded, and insured. We maintain a good working relationship with numerous armored carrier providers and will gladly work with the City to coordinate service. The contract will be between the carrier and the City of Peoria. At your election, your monthly fees can be included on your account analysis statement at the cost you negotiated with the armored carrier.

We have implemented many procedures and controls to protect your deposits from theft or fraud:

1. When an armored carrier delivers deposit bags, we fully inspect the bags for tampering before we accept them.
2. We log the deposit bags at a tracking station where we give them a bar code that tracks each deposit through the entire verification process.

3. We assign the deposit bags to a teller who opens the bags under team custody, ensuring accuracy.
4. We save emptied deposit bags under batch IDs for up to three months in case we need them for research.

Our automated operating system enables us to track deposits by customer, date, location, and vault teller, and to monitor each handoff of your deposit throughout the validation process. This comprehensive process ensures your deposit is accurately processed and verified, and it virtually eliminates the risk of loss due to theft or fraud.

8. Investment Settlement, Custody, and Safekeeping Services

Wells Fargo acknowledges that we can provide the services outlined. Wells Fargo can: open 5 custody accounts, work in conjunction with the City's investment manager to settle trades on delivery versus payment basis, offer compliance, investment guideline monitoring, and performance reporting to help the City and your investment managers comply with your investment policies and procedures, credit the City's account on a same-day basis upon receipt of funds, for coupons and maturities, and offer an overnight sweep vehicle.

All of the core custody services are performed internally by Wells Fargo. The City may choose to work with our third-party partner Clearwater Analytics for compliance, investment guideline monitoring, and performance reporting.

Please refer to the Appendix for copies of our custody agreements and account opening documents.

a. Please describe your institution's trade settlement process, including trade settlement deadlines (in Arizona Time) and the procedures in place to ensure compliance with the City's Investment Policies and Procedures.

Wells Fargo places major emphasis on securities movement and control functions. Tracking each purchase and sale from trade date to settlement date ensures proper delivery and credit of securities to each account. Clients may contact their Relationship Manager for any inquiries that may arise.

Wells Fargo settles over 4 million trades per year, and handles virtually every type of security created by the ever-changing capital markets. Wells Fargo is one of the nation's largest bank processors of security settlements, with an affirmation rate of 99% versus the industry standard.

Trades are communicated via the agreed upon medium to Wells Fargo within 24 hours. If a broker has input a trade into the DTCC system, Wells Fargo will automatically affirm the trade in an overnight download through the CCF interface. If the trade requires manual input, we will facilitate the matching of the broker trade information.

All trades are settled on a delivery versus payment basis. We post all purchases and sales on the scheduled settlement date to allow for investment on a same-day basis. This procedure provides total funds predictability, thus maximizing investment yield and eliminating fail float accounting.

Wells Fargo works closely with investment management firms in order to make transactions flow as effectively and efficiently as possible. Because we treat investment managers as clients, we dedicated an area charged with servicing the needs of that community. Investment Manager Relations (IMR) is comprised of Trade Representatives who work with over 1,000 investment managers retained by our customers to manage their assets. Each investment management firm works exclusively with one Trade Representative for all accounts with that manager. The result is a high level of knowledge about, and responsiveness to the manager's staff and the brokerage community. Consequently, Wells Fargo gets very high marks from the investment manager community in the regular surveys we conduct with them.

Wells Fargo utilizes the following depositories:

Depository Trust Clearing Corporation (DTCC)

Wells Fargo is a founding member of DTCC. We have been an active member in the Bank Depository User Group (BDUG) since its inception in 1975. BDUG is an industry group that provides feedback to DTCC on performance, system enhancements, and proposed industry changes. We process an average of 250,000 DTCC trades per month. Our expertise in execution and systems utilization results in an affirmation rate of 99%. More than 70% of trades are affirmed through DTCC's Institutional Delivery System.

We utilize a report printed from DTCC's computer-to-computer interface at the end of every day to reconcile trade settlement activity. The report displays all purchases and sales that settled during the day and provides us with an efficient method of identifying failed trades. All trades are settled on a same-day basis.

Federal Reserve Bank

Wells Fargo is a direct member of the Federal Reserve Bank System. We currently process in excess of 50,000 Fed trades each month. Federal Reserve purchases and sales are reconciled on a same-day basis. Utilizing an online interface with the Federal Reserve Bank, we are able to monitor settlements throughout the day. Trade and settlement information is exchanged online, with an automated daily reconciliation performed on an aggregate account basis to match positions.

Physical Securities

Wells Fargo utilizes the services of Depository Trust Clearing Corporation for physical and same-day trade settlements occurring in New York. To settle these trades efficiently, we have developed an integrated network that provides real-time activity within our account. Additionally, we can hold securities in our vault at Wells Fargo. We have a Class I vault and maintain dual control at all times to ensure the safety of assets.

Wells Fargo provides all services associated with physical securities, such as re-registrations, transfers, deposits, and withdrawals. Wells Fargo automatically re-registers physically-held securities to book-entry form if they become depository eligible. Our trust system maintains a record of each security which provides location, form of registration, and other pertinent information.

Trade directives must be received prior to published deadlines. Trades received after these deadlines are processed on a best-efforts basis and may not qualify for automated cash management processing, increasing the risk of overdrafts. Same-day trades require information as soon as possible. Wells Fargo shows both trades on the system, but delivers/collects net dollars. The cut-off times shown below are firm deadlines. Our deadlines in Pacific Time are as follows:

DTCC	Sells - 12:30 p.m. on trade date Buys - 12:30 p.m. on trade date Cancellations - 12:00 p.m. on T+1
Fed Book Entry	
(3 day settlements)	Sells - 12:30 p.m. on Trade Date Buys - 12:30 p.m. on Trade Date Cancellations - 10:00 p.m. on T+1
(1 day settlement)	Sells - 11:30 p.m. on Trade Date Buys - 12:30 p.m. on Trade Date
(same-day settlements)	Sells - 9:00 a.m. on Settlement Date Buys - 9:00 a.m. on Settlement Date
Physical	
(3 day settlements)	Sells - 12:30 p.m. on Trade Date Buys - 12:30 p.m. on Trade Date
(same-day settlements)	Sells - 9:00 a.m. on Settlement Date Buys - 9:00 a.m. on Settlement Date
Derivatives	Same day settlement – 8:00 a.m.
Mutual Funds	
(same day settlements)	9:00 a.m.
(other settlement)	12:30 p.m. on Trade Date

Same-day trades require information as soon as possible. Wells Fargo shows both trades on the system, but delivers/collects net dollars.

As a custodian or agent, Wells Fargo processes trades through our core trust system, only as directed by the client (or its appointed investment manager). We do not conduct late trading (trading after the market close), and we have specific controls located within our trust accounting systems which prevent late trading from occurring. With regard to market timing – we, as a custodian or agent, will continue to take instructions and execute trades per the instructions of the client (or their appointed investment manager). If regulations are issued and/or guidance becomes clearer, we will work, as applicable, to implement appropriate procedures and controls to ensure full compliance. As a result of these initiatives, Wells Fargo has been compliant with all legislation. Rigorous controls and the attendant focus on corporate governance are important tenets at Wells Fargo. Wells Fargo has multiple audit procedures that are reviewed and tested on a regular basis, both as part of our own internal processes, but also as part of independent reviews for SAS 70 reporting.

b. Would one designated contact person be assigned to handle the City's investment activity and all concerns, inquiries, and settlement issues? If so, please indicate the name, phone number, and availability of that person and a backup point of contact.

Wells Fargo is a relationship-driven financial institution. We strive to build a long lasting, mutually valuable relationship with each client by focusing on current and future needs that the client may have. To accomplish this goal, we employ a "service team approach" to anticipate and meet our customers' needs. Our philosophy is "customer-centric," ensuring that we surround our customers with the products and people they need in order to be successful. The Relationship Manager coordinates all of the service activity and serves as the focal point and leader of the service team. Customers may enjoy contact with multiple team members if they desire, with each focused on providing certain aspects of the overall service needs.

Each client has different needs and expectations for interaction with our staff. Your Service Team will include a Relationship Manager to ensure your satisfaction with the overall service you receive. The Relationship Manager will serve as a point of contact to service your relationship, an advocate within Wells Fargo for your needs and perspective, and a committed member of the team.

Relationship Manager

Vanessa Fulton will serve as the Relationship Manager for the City of Peoria. As your Relationship Manager, she will be directly responsible for the overall quality of the service provided. She will work with the City to fully understand all needs and requirements through in-person meetings and analysis of pertinent documents. Once the City's needs are determined, she will work with the rest of the service team to establish specific operating procedures, service standards, and communication strategies for our relationship. On a regular basis, but at least annually, she will arrange to meet with appropriate representatives of the City's Financial Services Department to review and appraise the quality of our service.

Vanessa Fulton, CRSP
Vice President & Senior Relationship Manager
Phone: 602-378-6353

Vanessa Fulton is a Vice President and Senior Relationship Manager with Wells Fargo Institutional Retirement and Trust in Phoenix, AZ. With over 31 years of experience, she is currently responsible for servicing a variety of client relationships, both governmental and private sector, with client sizes ranging up to several hundred million dollars in value.

Vanessa joined Wells Fargo (formerly First Interstate Bank of Arizona) in 1976, and has a broad Trust background, including Trust Operations, Manager of Southwest Region ERISA Participant Recordkeeping Department, and over 23 years in Administration and Trustee/Custody Services.

Vanessa grew up on the Navajo Indian Reservation in Northern Arizona and building on that life experience, has a number of Native American clients. Vanessa received her Certified Retirement Services Professional (CRSP) designation in 1991 and holds membership in the American Bankers Association Institute of Certified Bankers, the Arizona Chapter of the Western Pension & Benefits Conference, and the Government Finance Officers Association of Arizona. It is her dedication to ongoing education that helps Vanessa stay current with industry trends that may be of benefit to her clients.

Vanessa's regular business hours are 8:00 to 5:00 Arizona Time, Monday through Friday.

Vanessa's back-up point of contact is Scott Sas, an Arizona-based Relationship Manager. Scott can be reached at 602-378-6343.

Vanessa also has at her disposal direct service team members including trust associates, trust accountants, investment manager representatives, and the management team. In addition, support services are available, including legal, risk management, and compliance, trust operations, payment services, finance, technology, and various product managers. This broad base of support services within Wells Fargo Institutional Retirement and Trust is provided to the Relationship Manager so she may provide the excellent service expected by the client.

c. **If no designated contact person would be assigned to handle the City's investment activity, how will concerns, inquiries, and settlement issues be handled by your institution?**

Not applicable.

d. What are your institution's provisions for sweeping of accounts overnight into an authorized Money Market Fund which is SEC registered? As the City must approve the Money Market Fund to be used, please include a money market fund prospectus.

Wells Fargo offers a wide range of sweep vehicles and functions for our clients. We automatically sweep cash from all managed accounts on our system, and keep funds fully invested until required for other purchases or distributions. All projected U.S. dollar balances will be swept automatically into the Wells Fargo money market vehicles on a daily basis. Cash sweep will calculate the net projected activity for each account and make a "to the penny" adjustment to the sweep investment at the deadline of the fund. Wells Fargo offers a wide variety of sweep products that allow our clients to manage specific trading deadlines and their short-term investment objectives. All fees are waived for sweep activity if money is held in Wells Fargo Money Market funds.

Wells Fargo Advantage Mutual Funds

Wells Fargo Advantage Funds consists of over 120 stock, bond, asset allocation, municipal income, and money market funds, placing us among the largest mutual fund families in the country.

Wells Fargo offers numerous money market funds for use as an automatic sweep vehicle by our clients. The main investment objective of some of our more popular funds such as the Wells Fargo Advantage Cash Investment, Government, and Treasury Plus Fund is to provide high current income to an extent consistent with the preservation and safety of capital and the maintenance of liquidity. The main objective of the Heritage Money Market Fund is to seek current income, while preserving capital and liquidity. All sweep funds are managed internally by our Wells Capital Management Team.

Funds most frequently used by our clients include:

Wells Fargo Advantage Funds Asset Size as of September 30, 2010		
Fund	**(Millions)**	**Fund Type (Institutional Class)**
Cash Investment Money Market Fund	$17,100	Institutional Money Market Mutual Fund/Taxable Investments
Government Money Market Fund	$27,400	Institutional Money Mkt. Mutual Fund/U.S. Treasury & Agency Securities
Heritage Money Market Fund	$39,500	Institutional Money Mkt. Mutual Fund seeks current income, while preserving capital and liquidity
Prime Investment Money Market Fund	$10,200	The Prime Investment Money Market Fund seeks current income, while preserving capital and liquidity

Wells Fargo Advantage Funds Asset Size as of September 30, 2010		
Fund	**(Millions)**	**Fund Type (Institutional Class)**
Treasury Plus Money Market Fund	$10,500	Institutional Money Mkt. Mutual Fund/U.S. Treasury Securities/Repos
There is no minimum investment required for any of these funds.		

We have provided the prospectus and fact sheets ("summary sheet") for the various money market funds we offer to our clients for use as an automated sweep vehicle for the management of any cash balances. Please refer to the Wells Fargo Advantage Funds Prospectus and Wells Fargo Money Market Fund Fact Sheets included in Tab H.

9. Positive Pay Check Fraud Services

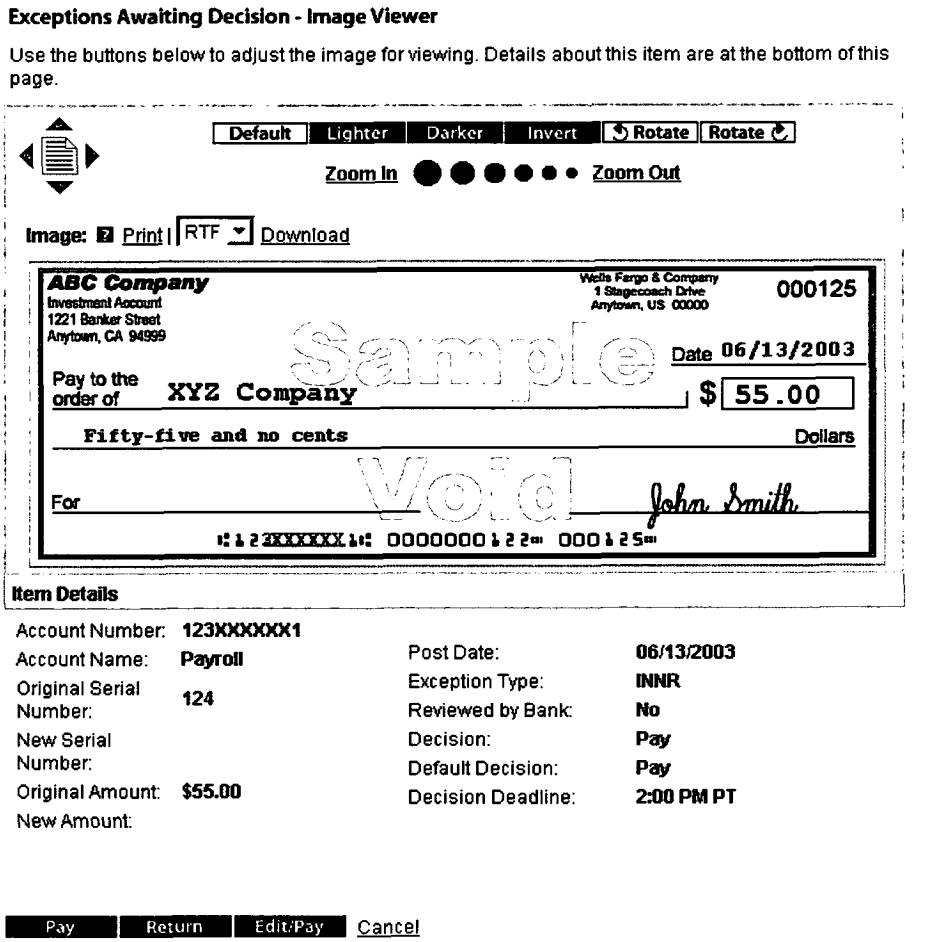
a. Does your institution provide check fraud prevention options such as Positive Pay? If so, describe the process and capabilities including information transfer and deadline requirements. Describe how the information will be transferred, applied, maintained, and reported.

Image Positive Pay works in conjunction with Full or Partial Account Reconciliation to protect against fraud. It gives you immediate, complete and efficient control over your check disbursement activity by allowing you to review all exception items **before final payment occurs**. An effective Positive Pay system is based upon **early detection** of all unauthorized checks – prior to the bank's Regulation CC return deadline. Positive Pay allows you to review, make on-the-spot corrections and create register entries for all exception items before final payment occurs. The service also provides the City with the added convenience of receiving only true "issue notice not received" exceptions whereby **Wells Fargo will correct all encoding errors** prior to sending the exception report. This means that only checks without a register on file at the bank are included on your exception report for your review. If the serial number, dollar amount and, with our payee validation feature, payee name of a presented check match your issue file exactly, the check is automatically paid.

Exception items will be reported to the City through the *CEO* business portal. With Image Positive Pay, you can view and download images of your exception items, helping you make informed pay or no pay decisions. Our Event Messaging service can send the City an email, fax, or text message that you have positive pay exception items available for viewing. Our *CEO Mobile* service is also available to help you perform time-sensitive treasury management functions from wherever you are through your Web-enabled cell phone or PDA, including viewing positive pay images and submitting pay or return decisions. Reporting times and deadlines are shown in the chart on the next page.

Customer Reporting with Images	Customer Decision Deadline
Image Positive Pay Next Day Exception Reporting Times Via *CEO*	
9:00 a.m. PT	2:00 p.m. PT
Same Day Reporting/Next Day Decision Deadlines for Controlled Disbursement Accounts	
12:00 p.m. PT (same day)	11:00 a.m. PT (next day)

Please also see the picture of our positive pay exception image viewer below.



b. Does your institution provide the ability to match check number, check amount, and payee name in the Positive Pay system?

Yes, we do match by check number, check amount, and payee name (with our optional Payee Validation service) in the Positive Pay system.

Payee Validation is an enhancement to our Positive Pay process that allows Wells Fargo to validate the payee name on the presented check to the payee name on your issue file prior to encashment at the teller line and in our item processing center. This means that if an item with an unmatched payee name is presented for encashment, it will be identified before cash is paid out, helping to reduce potential payee alteration fraud activity on your account. This service requires that you include payee name in the register file that is transmitted to the bank.

c. How will mismatches or exceptions to positive pay files be communicated?

Exception items will be reported to the City through the *CEO* business portal. With Image Positive Pay, you can view and download images of your exception items, helping you make informed pay or no pay decisions. Our Event Messaging service can send the City an email, fax, or text message that you have positive pay exception items available for viewing. Our *CEO Mobile* service is also available to help you perform time-sensitive treasury management functions from wherever you are through your Web-enabled cell phone or PDA, including viewing positive pay images and submitting pay or return decisions.

d. How are "on-demand" checks processed?

Our ARP Register Maintenance service enables you to update your check registers with stops, voids, cancels, and manually issued checks on the Internet through our *Commercial Electronic Office (CEO)* portal. You may upload Excel-formatted files or manually input items. You may send up to 1,500 registers in a single batch.

e. Please explain the City's liability if a fraudulent item is processed despite preventative positive pay services.

Wells Fargo strongly recommends the use of all available Positive Pay and Payee Validation technologies to help reduce fraud. As the issuer of checks, the City is in the best position to prevent losses associated with fraudulent activity. As long as the City is actively using the fraud prevention services the City and the bank agree are best suited to the City's needs (Positive Pay, Positive Pay with Payee Validation, Reverse Positive Pay, ACH Fraud Filter, and Payment Authorization Service), Wells Fargo will perform in accordance with our Commercial Account Agreement. Our Commercial Account Agreement is included in Tab C.

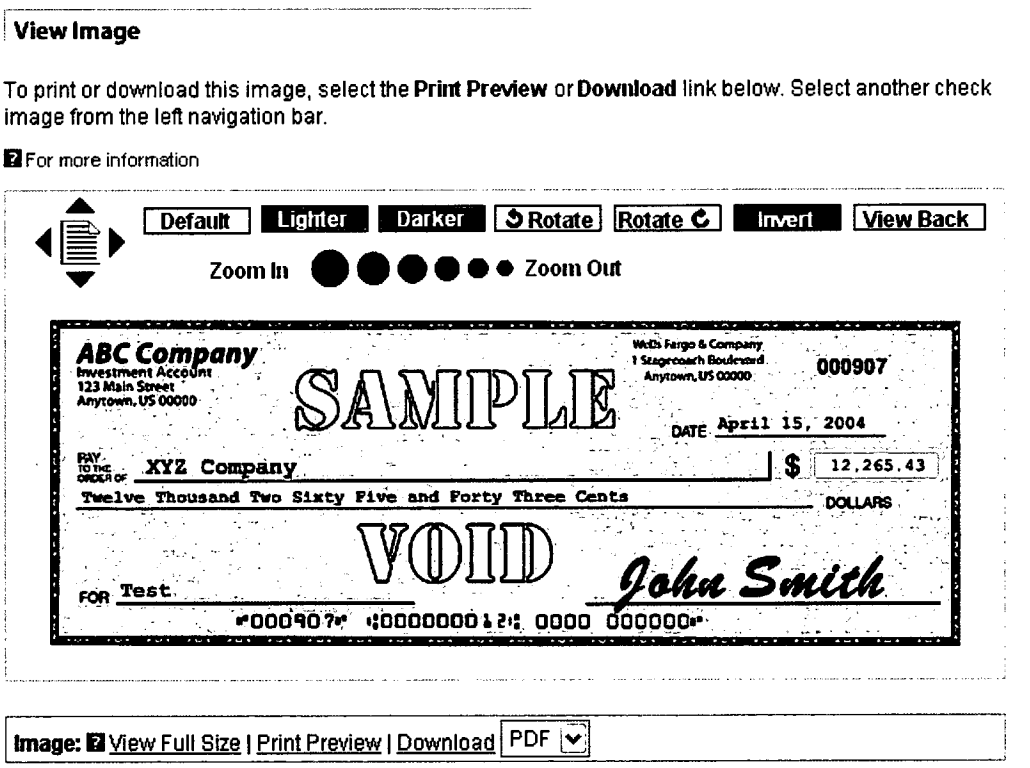
10. CD Imaging of Checks and Deposit Items

a. Please describe the optical imaging process, including detailed information on imaging checks, and the frequency and availability of the data to the City of Peoria.

After a check has been presented and paid, it's important that your staff has the ability to locate and view check images. At Wells Fargo, we capture paid check images, and make them available to the City through three delivery channels: online through the *CEO* portal, in a transmission through our Image File Import service, or on CD-ROM.

- **Online through the *CEO* portal.** Online image retrieval is available as part of our Stops-Images-Search service. Accessible through our *CEO* portal, this service allows you to view items online, print them, or download them to your computer. Once downloaded, check images can be faxed or e-mailed.

  A screen shot of the Stops-Images-Search Image Viewer is shown below.



Item Details

Amount: **$12,265.43**
Check Number: **000907**
Posting Date: **04/15/20xx**
As of Date: **04/10/20xx**

Account Name: **ABC Company Account**
Account Number: **0000000012**
Routing Number: **000000000**
Type Code / Description: **475 / CHECK PAID**
Bank Sequence Number: **18**

- **Image File Import.** Our Image File Import service provides you with a daily, weekly, semi-monthly, or monthly transmission of paid check images and the associated index information. Your image files will be available as early as 8:00 a.m. PT the day after posting. Using one of our supported protocols, you can download the files into your own internal archive system, or into our proprietary *WellsImage* software. During implementation, you choose which format—XML or PDF—you want to use for your files.
- **WellsImage CD.** With our *WellsImage* CD service, you can access digital images of your paid checks on CD-ROM. *WellsImage* CDs, which can hold up to 30,000 check images (front and back), can be delivered on a weekly, monthly, or fiscal calendar basis. They are available 11 business days after the CD-ROM cycle cutoff. You can archive and view data and images using our state-of-the-art *WellsImage* software.

Your treasury management sales consultant can help you to select the delivery channel that is best for your needs. Whichever service you choose, it will be both easy and quick for your staff to locate a particular check and view it, print it, or e-mail it.

b. When is the CD of imaged items available to the City after month end?

WellsImage CDs are available eleven business days after CD-ROM cycle cut-off.

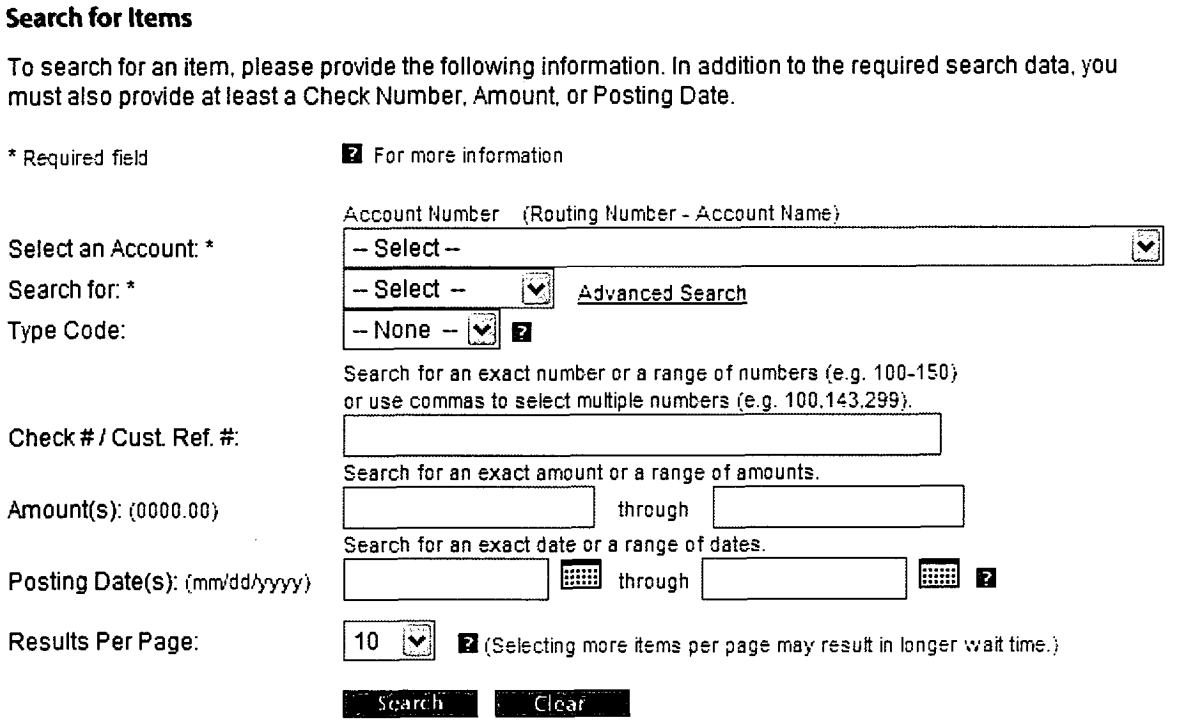
c. What software is required in order to view the CD images or is this service provided via the internet? What search capabilities are available for viewing imaged items?

Data and images can be archived and viewed via the Bank's proprietary state-of-the-art *WellsImage* Viewer software.

Standard indexing supports searches based on any or all of the following fields: Posted Date; Account Number; Dollar Amount; Serial Number.

Deluxe indexing includes all of the above fields and Issue Date and is available only to Full Account Reconciliation or Partial Account Reconciliation with Positive Pay customers.

The Search screen for *CEO* Stops-Images-Search is shown on the next page.



d. Does your institution have a warehousing capability to store the City's cancelled checks? If so, please describe the process including document availability and retention rates.

With our CheXstor® service, we image your paid checks, and your physical checks are stored onsite for three days from payment date. After this initial period (subject to change without notice), the physical checks are destroyed. Images are available online for seven years after posting.

The *CheXstor* service minimizes the expense associated with storing cancelled checks, gives you easy access to check images, and ensures compliance with all applicable laws and regulations.

e. Does your institution provide electronic imaging of deposit items? If so, describe the process, and the frequency and availability of the data to the City of Peoria as well as all costs associated with this service.

Yes, we also provide electronic imaging of deposit items through *CEO* Stops-Images-Search, Image File Import, and *CEO* Retail Lockbox Image. Images are available the next business morning after posting. Please refer to the pricing submitted in Tab B for costs associated with the services.

11. Online Banking Capabilities

a. Describe your financial institution's electronic reporting capabilities. Is this provided through the Internet? Describe its capabilities, system requirements, and provide sample reports.

The *Commercial Electronic Office (CEO)* business portal will allow the City to access a host of treasury management, foreign exchange, trade services, health benefit services, trust, investment, and credit services online. *CEO* gives you unparalleled control over your financial transactions, enabling you to get reports, make transactions, and manage your business anytime, anywhere — at the office, at home, or on the road. A single sign-on gives you the latest in Internet banking features, plus the security and support you can count on from Wells Fargo. This access will also efficiently facilitate emergency business resumption and disaster recovery plans for the City of Peoria.

Services available on the *CEO* portal include:

***CEO* Portal Tools**
Event Messaging
Online Activation
Self Administration

Treasury Management
ACH Deletes & Reversals
ACH Fraud Filter
ACH Inquiry
ARP Register Maintenance
Basic Banking
Cash Vault on *CEO* portal
CEO Workstation®
Client Analysis Statement
Dealer Express Service® account system
Deposit Maintenance (*Smart Decision*) *Desktop Deposit*
Electronic Document Delivery
Image Positive Pay
Internet ACH
Lockbox Image (Retail and Wholesale)
Payment and Delivery Preferences
Returned Item Services
Reverse Positive Pay
Stops-Images-Search
Statements and Notices
Sweep Statement and Confirmations
Treasury Information Reporting
WellsTAX® Payments
Wire Transfer

Cards
Commercial Card Expense Reporting
Visa Gift Card

Credit & Loan
Business Credit Services
Credit Management Service
Interest Rate Management
Wells Fargo Foothill Customer Reporting

Health Benefit Services
CEO Health Benefit Services

International Services
Foreign Exchange Online
Trade Services Online

Trust and Investment
Fed Funds Online
Institutional Investing Online
Mortgage Information Reporting
Retirement Plan Payments
Retirement Solutions Online
Securities Lending Reporting
Trust (Information Delivery and Portfolio Reporting)
Trust Transaction Management
Wells Capital Management

You may view a demo of our *Commercial Electronic Office* Internet portal at the following URL: https://wellsoffice.wellsfargo.com/ceo_public/portal_demo/signon.html. We would also be happy to provide an on-site demonstration or walk through an interactive demonstration over the phone.

The City can access the Treasury Information Reporting service within the *Commercial Electronic Office* to view, print, and download intraday and previous day account information. Reports can be downloaded in a variety of formats, including BAI version 2, Comma Separated Variable (CSV), Excel, HTML, and PDF. Features include:

- **Early morning report availability**. Reports are available starting as early as **4:00 a.m. PT**.
- **Get the information you need**. View, print, and download balance and transaction information with flexible and user-friendly reporting capabilities.
- **Comprehensive reporting options**. Choose from a wide range of previous day and intraday reports that provide comprehensive balance, summary, and transaction detail information, as well as reports on specific types of transactions.
- **Custom views**. Customize any of these reports, narrowing the results to just the data that interests you.
- **Save time**. TIR provides quicker access to the information you want to see and allows you to create your own report templates that you can save and reuse.
- **Image availability**. Easy access to check images from hyperlinks included in certain reports.

Sample reports are provided in the Appendix.

The following table lists our minimum and recommended hardware and software specifications for using the *Commercial Electronic Office* portal to access reports.

Windows-compatible PCs	**Minimum System Requirements**	**Recommended System Requirements**
Web Browser	Microsoft Internet Explorer for Windows version 7.X with 128-bit Secure Sockets Layer (SSL) **or** Mozilla Firefox for Windows version 2.X	Microsoft Internet Explorer version 7
Browser Plug-ins and Settings	Adobe Reader 4 (for viewing reports) Macromedia Flash Player 5 (for viewing Tutorials) JavaScript enabled Session cookies enabled	Adobe Reader 7 (for viewing reports) Macromedia Flash Player 7 (for viewing Tutorials) JavaScript enabled Session cookies enabled

Windows-compatible PCs	Minimum System Requirements	Recommended System Requirements
Modem/Connection	56 kbps baud modem	Broadband (DSL, Cable Modem, T1, T3)
Operating System (OS), CPU and Memory	**Windows XP Home Edition/ Professional** 500MHz or higher processor 128 MB of RAM **Windows 2000 Professional** 500MHz or higher processor 128 MB of RAM **Windows NT 4.0 with Service Pack 3** 500MHz or higher processor 64 MB of RAM **Windows 98** 500MHz or higher processor 64 MB of RAM	**Windows XP Home Edition/ Professional** 1GHz or higher processor 256 MB of RAM **Windows Vista** 800MHz or higher processor 512 MB of RAM **Windows 7** 1GHz or higher processor 1 GB of RAM
Monitor	Super VGA monitor with 800x600 or higher color display resolution	Super VGA monitor with 1024x768 or higher color display resolution

b. When is the information available to the City? Is one and two day float information available?

We update intraday information approximately every 15 minutes throughout the day. Transactions that post to your accounts throughout the day are reported via intraday reporting within minutes or seconds of their posting. We also update current ledger and available balances on a real-time basis. The exact times will depend on the specific transaction.

Previous day account information is available starting as early as 4:00 a.m. PT. The Previous Day Composite report will provide comprehensive previous-day balance, one and two day float, transaction summary, and transaction detail information for all your Wells Fargo accounts, including sweep accounts. In addition, this report can contain account balance and transaction detail on your accounts that you would like reported from other banks.

c. Describe all services and information types available on-line such as stop payments and initiating wire transfers. Include all limitations, security provisions, and downtime information.

The *Commercial Electronic Office* (*CEO*) business portal will allow the City to access a host of treasury management, foreign exchange, trust, investment, and credit services online. No other bank offers such a broad range of banking services through a single sign-on Internet portal. The services available through the portal are listed in Question #11.a above.

Stop Payments

Our Stops-Images-Search (SIS) service provides you with a convenient way to view records of any checks, debits, credits, stop payments, or other items posted to your account. You can view check images, and make, renew or release stop payments—all online through the *Commercial Electronic Office* portal. Stop payments placed using the SIS service prior to the 6:00 p.m. PT deadline post to Wells Fargo immediately. If you try to place a stop payment on a check that has been paid in the previous 180 days, you'll get a 'Posted Items Found' message *and* detail about the posted check including the check amount, type code, transaction type, description and posting date. The system also examines intraday teller-cashed activity to verify if the check has been paid.

Wire Transfers

CEO Wire Transfer allows you to transmit funds electronically from your designated Wells Fargo accounts to third parties at Wells Fargo or other banks, both domestically and internationally, as well as to City accounts. Payment types include: book transfers, domestic wires, drawdowns, international single currency wires, and international cross currency wires. You have the option of sending same-day or future-dated transfers, templated or freeform. As a backup, the City may call in wires directly to the wire department using a PIN.

Wire Transfer makes processing one-time and recurring payments as easy as possible from a single web page with a single sign-on and state-of-the-art security. You can use the freeform transfer feature and supply all payment information at the time you create the transaction. Or, you can create and maintain a set of template transfers that include pre-authorized, predefined payment instructions, all of which are stored on Wells Fargo's servers. Flexible customization features allow you to tightly control which functions your staff can access, and you can use the service's comprehensive reporting features to closely monitor your transfer activities throughout the day.

With our File Upload Service, *CEO* Wire Transfer customers have a convenient and easy way to implement "batch" wire capability. With File Upload, you can enter free form or templated wires (domestic, international USD wires and book transfers) into a specially formatted Excel spreadsheet template and upload the file. You can then easily modify, delete, or approve the uploaded wires.

The *CEO* Wire Transfer report will show the status of wires initiated online with real-time updates. In addition we offer a Wire Transfer Detail report that provides current-day detail on wires grouped by type: book transfers, Federal Reserve domestic wires, and international wires. You may also set your own parameters and run reports as needed.

Self Administration

It's important that the City has the ability to administer your *CEO* portal applications without intervention from Wells Fargo. Your designated administrators can add and delete users and perform other administrative functions using our *CEO* Self Administration service. With *CEO* Self Administration, you can structure authorization controls to meet your organization's needs and risk management requirements.

Using the *CEO* Self Administration service, your Program Administrators can:

- Add new users or give users access to *CEO* Self Administration to share administrative responsibilities for handling change requests
- Group users to select groups and limit access to accounts and profiles within groups
- Reset passwords
- Delete or disable users who have left your organization or are on leave or vacation
- Add and update user access to *CEO* portal services. User profiles for transactional services include account access restrictions and transaction limits
- Establish standard dual controls requiring specified transactions/functions to be reviewed and approved by a second administrator before the transaction's execution
- Set up forced dual controls for all tasks performed through the *CEO* Self Administration service
- Run management reports showing current *CEO* portal user access levels and 90 days of administration activity history
- Set up multiple users needing the same level of *CEO* portal access
- Reassign RSA SecurID fob to other user

Access to the *CEO* Self Administration service is highly secure. Your designated Program Administrators are required to enter a SecurID token pass code each time they log in to the service. The service is also easy to use and includes online help.

CEO Security

It is equally important to Wells Fargo and to the City that your data is maintained and transmitted in a safe and secure environment. Security for the *Commercial Electronic Office* (*CEO*) portal represents an extensive collection of physical, logical, electronic, and procedural security safeguards that protect your data whether it is in transit across the Internet or when stored in our databases. We believe that security is a constantly evolving process that involves risk assessment, technical innovation, and continuous maintenance by both Wells Fargo and our customers.

We've invested significant resources in the development and maintenance of security policies and transaction technologies that are able to manage business risks and protect our customers' confidential financial data. We collaborate with our customers, like the City, to maintain security through adherence to best practices standards, including password protection and audit controls. We assess security vulnerabilities and threats that present risk to products and services available through the *CEO* Internet portal and implement controls to mitigate these risks.

In addition to technological controls, we maintain hardware in hardened, Wells Fargo-owned data centers. We use biometric authentication to control access to the room(s) containing hardware and secure cages provide additional protection. Physical security in our data centers include:

- Guards
- Cameras
- Data centers are located in un-marked, non-descript facilities
- Individually assigned cards/badges
- Bio-metrics identification
- Mantraps: A two-door locking system
- Sign-in/out logs and escorts for visitors

The *Commercial Electronic Office* portal uses two levels of user authentication:

- Authentication using a Company ID, User ID, and password.
- Strong or two-factor authentication using an RSA SecurID fob: *CEO* services such as Foreign Exchange or ACH are examples of services that require strong authentication. Users of these services must possess an RSA SecurID fob and enter a passcode, which is combination of a PIN, created by the user upon first access and a six digit number which is, at that time being displayed on their token. This token code is randomly changed every 60 seconds.

User logins and all *CEO* portal session activity are conducted using 128-bit SSL encryption. During login or when upgrading from light to strong authentication, passwords or token passcodes are masked for security reasons. Additionally, all passwords are stored on our databases using one-way hashing.

The City determines who can access protected resources and which resources are available for access. Wells Fargo can set up entitlements for each user, or City administrators can create user IDs and assign privileges using the *CEO* Self Administration service.

Unique keys, such as Company ID, are used to identify and separate each customer's data. We use application logic, in conjunction with entitlement information, to control access to the data.

Downtime

The *Commercial Electronic Office (CEO)* portal is available and monitored 24 hours a day, seven days a week. A four hour maintenance window is allowed for our mainframe systems of record on Sundays, midnight to 4:00 a.m. PT. However, most *CEO* portal systems continue to be available during this period due to built in redundancy.

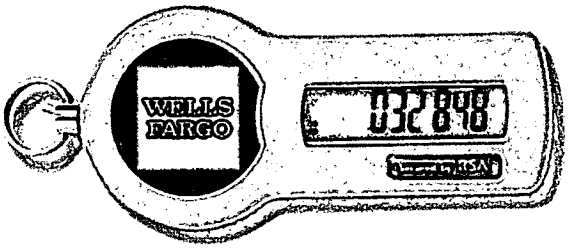
The *CEO* portal maintains very high system availability and has been available an average of 99.937% of the time over the past year ending June 2010.

When you use the *CEO* portal to access account information, Wells Fargo will notify the City of any delays through the system status screen on the *CEO* portal homepage. Colored indicators next to the name of each of your *CEO* portal service applications show the current system status. Green indicates the application is available and operating normally. Yellow indicates the application is available but some components may not be operating at normal levels. Red indicates the application is currently unavailable. With yellow and red indicators, we will post updates to describe the problem and relay expected system availability information.

Should you experience an issue pulling information reports, please contact your Client Services Officer (CSO) immediately. Your CSO will be able to update you on the status of the system and may be able to provide the information in an alternative format. Wells Fargo has business recovery plans in place for all of the source systems that provide data for information reporting.

d. Does your institution provide a USB token device or Password Generating Token that can be utilized with the on-line banking system to provide user authentication?

Yes, the *CEO* portal uses two levels of authentication: (1) Authentication using a company ID, user ID, and password and (2) Strong Authentication or 2-factor Authentication using an RSA SecurID token, as shown below.



CEO portal services such as wire transfer, Foreign Exchange, and ACH are examples of services that are considered "high risk" that require strong authentication.

12. Automated Bank Reconciliation Process

a. Does your institution provide a method of automated reconciliation? If so, please describe the process and all system requirements, including file format and file conversion requirements.

Yes, we recommend Full Account Reconciliation with Positive Pay for the City. To utilize Full Account Reconciliation, you would provide us with daily check issuance information, which we compare to your updated, paid check detail. You will receive a fully reconciled account statement (**available free of charge online via the *Commercial Electronic Office (CEO)* portal**) with a listing of checks still outstanding, exception items, and a transmission of paid items to automatically update your accounts payable system.

Check register information may be sent via data transmission or manual check registers may also be input and uploaded to the bank online through the *CEO* portal, 24 hours a day, seven days a week. **All check register information sent to Wells Fargo is updated every 15 minutes between 6:00 a.m. and 8:00 p.m. PT.** The City can also receive a notification within 60 to 90 minutes that your check register has been received by the Bank. You can receive this notification via email, text message, fax, or transmission.

Wells Fargo has a standard file layout for transmission of account reconciliation issue files; however, we can work with you to determine how we can best accommodate your needs if your system requires a different file format. Please refer to the Account Reconciliation Specifications we have attached in the Appendix for file layout requirements.

With Full Account Reconciliation, fourteen optional reports that detail specific portions of your statement are available in the media of your choice. Receive reports online through Treasury Information Reporting on the *CEO* portal, by mail, or by data transmission for automated updating of your accounting system. Reports may be sorted and subtotaled according to your accounting and management information requirements. Reports available are listed below and sample reports are included in the Appendix.

- Posted Items Report
- Credits Report
- Bank Originated Entries Report
- Stop Payments Report
- Outstanding Checks Report
- Voids and Cancels Report
- Issues This Cycle Report
- Reversed Checks Report
- Paid Checks Report
- Deposit Location Report
- Issue Notices Not Received Report
- Unpaid Checks Report
- Match Paid Items Report
- Prior Payments Report

13. Other Enhancements

a. Describe any other enhancements or additional services, technological or otherwise, that the City should consider to improve operational or cash management efficiencies.

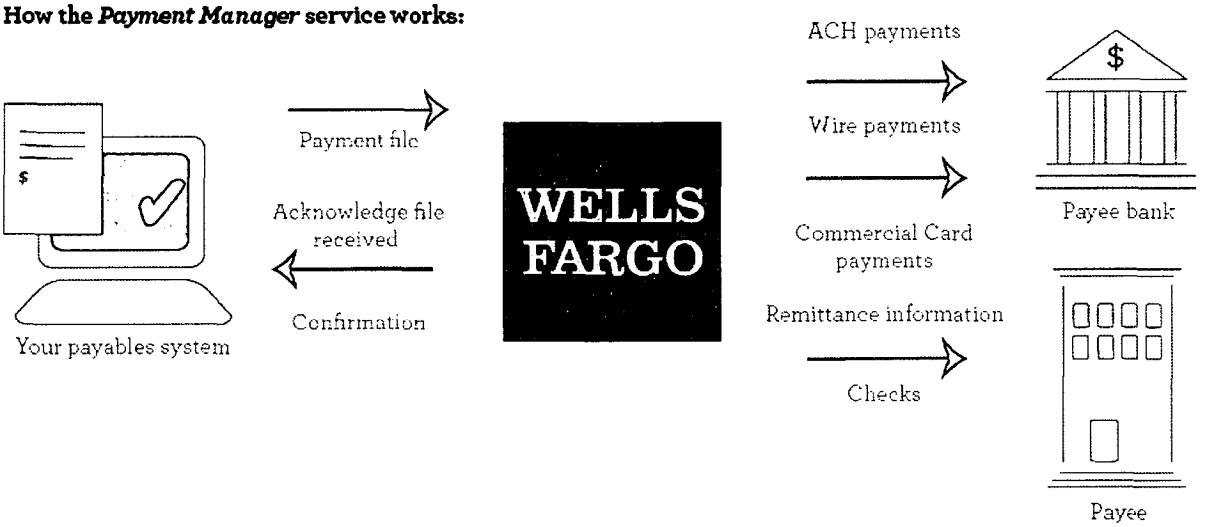
Payment Manager

Payment Manager is an initiation system for domestic and international wire transfers, ACH payments, Commercial Card, and check payments. This service allows you to send us a single file for all of your payment types, eliminating the need to access multiple systems. As an added benefit, our *Payment Manager Plus* service lets you send human- and machine-readable remittance information, while initiating your electronic payments directly from your accounts payable system. *Payment Manager Plus* lets you send an email, secure email, or fax to your trading partner with all of the information they need to reconcile your electronic payment correctly and efficiently. You can also have us print and mail your remittance information to your trading partners who need paper-based remittances. *Payment Manager Plus* often results in additional trading partners willing to accept electronic payments since they no longer need sophisticated and expensive systems or software to receive notification.

The City can send your remittance and delivery information easily in your payment file or use our online trading partner database to manage remittance deliveries on the *Commercial Electronic Office* portal.

Payment Manager supports direct transmission of files from your ERP or treasury workstation system. Upon receipt of your file, we transmit acknowledgment that we have received the transmission and when payments are initiated, we provide detailed transaction confirmations to the City. Standard file formats we accept include ANSI 820, Wells Fargo flat file, Wells Fargo XML, and SAP IDOC. *Payment Manager* is fully integrated with our online Positive Pay and Account Reconciliation services.

How the *Payment Manager* service works:



Controlled Disbursement

Wells Fargo has several controlled disbursement endpoints available to our clients. Of the endpoints available, we ***recommend*** our Van Wert, Ohio point to best suit your needs. We operate this endpoint through our affiliate bank, Wells Fargo Bank Ohio, N.A., which is 100% owned and operated by Wells Fargo & Company. The Van Wert service offers you a variety of available technologies, such as image access and electronic reporting, to optimize your cash management activities. Additionally, it also includes our premier Perfect Presentment® service. With this service:

- A summary of the day's disbursement total is available to you by 7:00 a.m. PT. (Presentment times are at 6:00 a.m. and 7:00 a.m. PT.)
- You'll receive timely, complete information with the ability to accurately forecast your daily cash needs. Early summary information enables you to fund your account with the amount necessary to cover daily check clearing totals and avoid excess balances, so your money works harder for you.
- Our Controlled Disbursement service makes it easy to cash checks at our Wells Fargo stores. Controlled Disbursement accounts are visible at the teller window for quick customer service and Positive Pay and Payee Validation help to ensure fraud protection on the City's disbursement accounts.
- Your daily funding totals accurately match posting totals, and adjustments due to encoding errors are virtually eliminated. *Perfect Presentment* compares checks to your issued check file and our stop payment database **prior** to posting to your account. We **identify and correct encoding errors** and report only "true" exceptions to you. Because *Perfect Presentment* runs in real time rather than at end-of-day, it can do in one day what other positive pay services take three days to do.

Day	Perfect Presentment Positive Pay	Traditional Positive Pay
DAY 1	**Morning** ▪ Checks are presented ▪ Stop payments are identified ▪ Positive Pay exceptions (unmatched checks) are identified ▪ Matched items are reported in funding totals ▪ Operations scrubs items for encoding errors and returns **Afternoon** ▪ Exceptions are reported ▪ Pay/return decisions can be made **Evening** ▪ Only matched items are posted	**Morning** ▪ Checks are presented ▪ *All* items are reported in funding totals **Evening** ▪ All other checks are posted ▪ Positive Pay exceptions (unmatched checks) are identified

Day	Perfect Presentment Positive Pay	Traditional Positive Pay
DAY 2	▪ Previous day pay/return decisions can be made ▪ Items decisioned to post by Operations are posted	▪ Exceptions are reported ▪ Pay/return decisions are made
DAY 3	▪ Day 1 exceptions that you have reviewed and authorized to pay are reported in the first presentment totals	▪ Encoding errors are reversed ▪ Corrected items are posted ▪ Adjustments are reported

Controlled Disbursement Service is subject to initial and annual satisfactory review of the financial statements of the City, credit approval by Wells Fargo Bank, and satisfactory completion of any necessary documentation.

Receivables Manager

Our Receivables Manager service provides a simple electronic payment file for secure, easy posting to your system — drastically reducing manual keying errors and lowering your costs with a paperless alternative. Receive payment data files when and how you want them for quick uploading, faster reconciliation, and less wait time for all payment types.

Receivables Manager Benefits

- **Streamlined payment reconciliation.** Simplify the reconciliation process by receiving an electronic file of your payments multiple times during the day to upload into your system. You'll update your accounts receivable system faster and decrease payment posting errors by reducing the amount of manual data entry.
- **Improved customer service.** Reduce misapplied payments by electronically uploading payment information to your system. Less manual intervention will help you reduce the risk of errors, resulting in fewer payment disputes and fewer customer complaints.
- **Faster access to funds.** When customers pay by check or through an Internet bill pay provider, you may have to wait up to five days to receive the payment. Receiving an electronic file can reduce that time to two days, in most cases.
- **Reduced processing costs.** ACH, Internet bill payment, lockbox, electronic deposit, merchant services credit card, and wire files can be automatically uploaded into your system. Receivables Manager eliminates the need for rekeying payment information, allowing your employees to spend more time on other functions.

Wells Fargo Provides:

Information you need on your terms. Wells Fargo can translate the data and deliver it to you in a format compatible with your ERP platform, treasury workstation, or system of record.

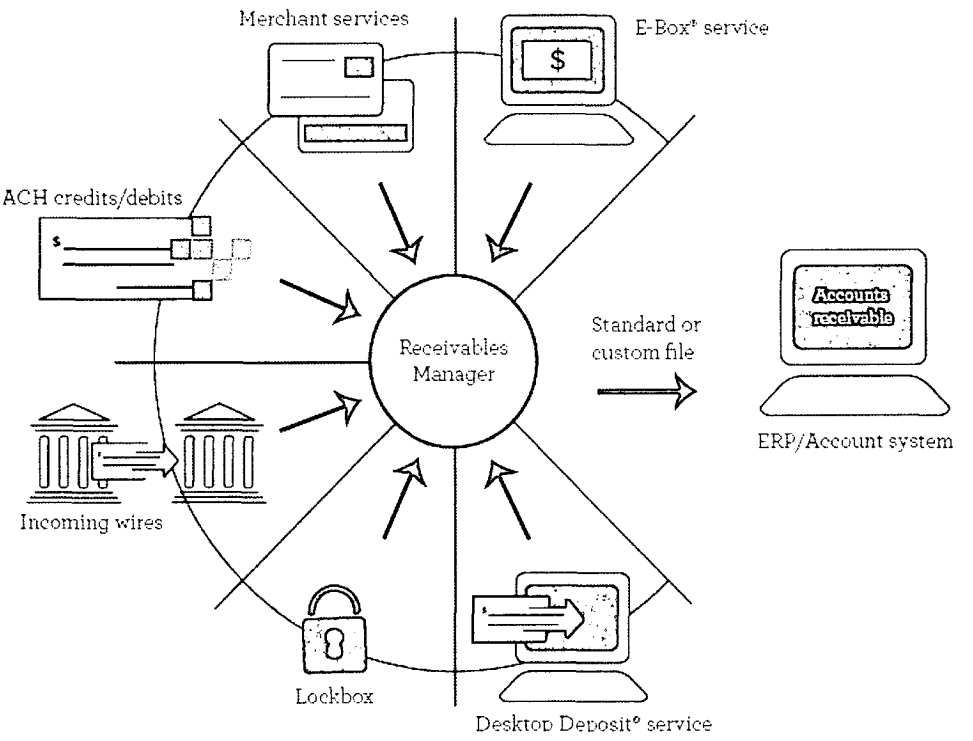
Wells Fargo readily delivers the following standard file formats:

- Flat file
- ANSI 820
- Modified NACHA
- ANSI 823
- BAI

Easy research. Payments routed through our Receivables Manager service have standardized information, including the payee's name and invoice number. Including this information helps lower the number of erroneous payments. Plus, we'll provide research assistance for payments that may have incomplete information.

Security. Our advanced system has superior capacity and reliability, and we use state-of-the-art security channels to help protect your files. Wells Fargo supports a variety of transmission methods and protocols so you can safely receive your data.

How Receivables Manager Works



E-Box®

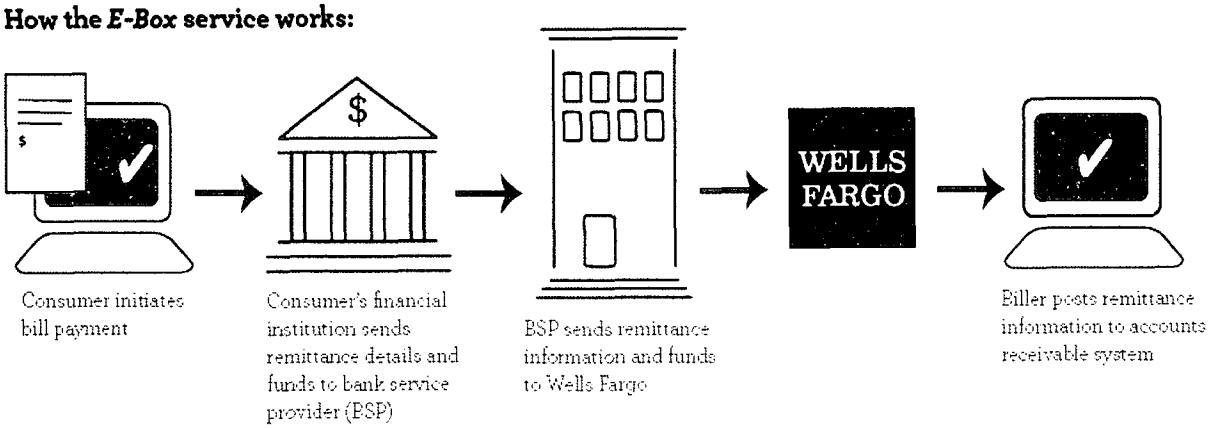
Initiating bill payments through a single, trusted banking site may be convenient, simple, and paperless for your customers, but those electronic payments could ultimately become paper checks delivered to your remittance operation. These check-only payments create exceptions and often have incomplete or inaccurate remittance details, which can result in further processing delays.

The *E-Box* service from Wells Fargo merges your customers' online bill payments into a consolidated electronic data stream and applies additional data transformations to increase your straight-through processing rate of receivables and minimize your exceptions. Our *E-Box* solution consolidates payment information from multiple sources, validates the data to ensure your billing accounts are formatted to your specifications, and creates a single file according to your specified format. *E-Box* can also consolidate your paper receivables into one combined file with your electronic transactions.

The E-Box Service Offers:

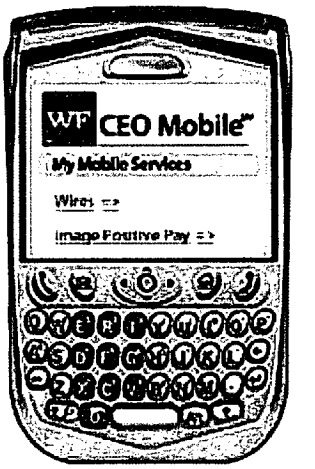
- **Enhanced financial performance.** Timely and accurate cash application reinforces customer satisfaction by reducing inquiries and avoiding potential accidental service disruptions associated with late posting or misapplied payments. Reduced cycle time lowers 'days sales outstanding' to facilitate working capital optimization. Customer retention and optimized working capital help enhance bottom-line performance.
- **Efficient exception management.** Streamline your staff's workflow around exception items to enhance process efficiency, improve productivity, and minimize costs. Through the *Commercial Electronic Office (CEO)* portal *E-Box* Decisioning, view suspended payments on a same-day basis, make decisions about pending transactions, initiate returns, view and research completed transactions, and gain access to information for purposes of reporting and trend analysis.
- **Extensive connectivity to major originating endpoints.** Wells Fargo's connectivity to all major originating endpoints—including our extensive network of third-party concentrators—will help you maximize your electronic payment stream. Leverage the experience of our dedicated *E-Box* staff in working with billers from multiple industries, including the public sector, and originators to implement an efficient electronic receivables solution.
- **Faster processing of walk-in bill payments.** Accelerate receivables posting for customer bill payments made in person at walk-in centers. The Expedited *E-Box* service transforms in-person cash payments into automated receivables management that yields cost savings, efficiency gains, and customer satisfaction.

How the *E-Box* service works:



1. Your customers pay their bills with online banking services.
2. Online bill service providers send payments electronically to Wells Fargo.
3. Wells Fargo applies an optional multistep validation process to payments received, as appropriate. The process identifies, filters, and repairs invalid payments or other exceptions.
4. Wells Fargo consolidates your receivables data from multiple sources into a single file, and then translates it into your specific format.
5. You receive a customized remittance file with correct account numbers and settlement. You apply credits to your customers' accounts.
6. Wells Fargo processes a consolidated automated clearing house (ACH) credit to your deposit account.

CEO Mobile®



Wells Fargo is the first major U.S. bank to bring you corporate mobile banking. First introduced in 2007, the *CEO Mobile* service will allow you to stay on top of your accounts from meetings, airports, across town, or around the globe. The *CEO Mobile* service delivers mobile versions of reports and services available on our *Commercial Electronic Office* (*CEO*) Internet portal to you when you're away from your desk.

From your mobile device browser, you simply go to the secure site and sign on using your *CEO* portal authentication credentials. You will be able to:

- Approve or reject outgoing wires
- View positive pay images and submit pay or return decisions
- View ACH Fraud Filter details and make pay or return decisions
- Monitor intraday account balances and transactions
- View previous day information on closing ledger balances, closing collected balances, opening available balance, one and two day float, and summary information on credits and debits
- View summary information on returned items by account.
- View detailed returned item information, including totals by account and returned item type.
- View transaction level information on specific returned items.

- *CEO* Self Administration Administrators can reset user passwords and enable or disable *CEO* users and Secondary Approvers can review and approve or reject the password reset and enable/disable actions of the primary administrator
- View lockbox information, including totals and details by account. And get status information on your lockboxes, such as deposited amount, item count, available and 1-day and 2-day float amounts.
- View controlled disbursement processing times and information on debit items for prior day holdovers, first and second presentments, and adjustments

Event Messaging

Event Messaging will allow the City to receive critical information when and how you want it without having to log into our *CEO* portal. For example, you may instruct the bank to "send me an e-mail whenever an incoming wire is received over $99,000 in my operating account." You will have the flexibility to define what specific transactions or "events" you want to be notified about and whether you want immediate notification when a specific event occurs, or notification at pre-established times (hourly, every other hour, or at other pre-established times) of several events at once. You can also define how you want the information delivered; through e-mail, text message, or fax.

Events available include: ACH Fraud Filter, ACH returns/Notifications of Change (NOC), ARP Register Maintenance, Image Positive Pay exceptions, Statements and Notices, stop payment notices, Controlled Disbursement totals, incoming and outgoing wires, intraday balances, wire transfer events, Returned Item notifications, and ACH received items.

Desktop Deposit®

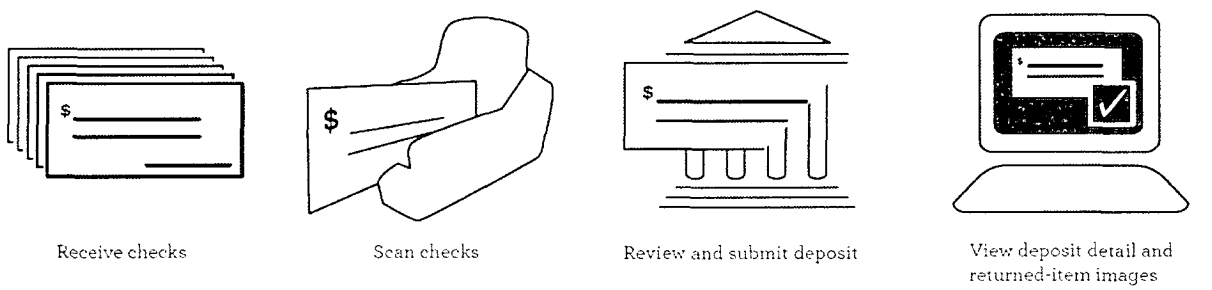
Wells Fargo was first to market with a proprietary, Internet-based image depository solution, *Desktop Deposit*. We now have over 12,000 customers that have deposited $970 billion via our remote deposit capture service. *Desktop Deposit* allows you to deposit checks without ever leaving your desk. You'll improve cash flow and receive information more quickly, while reducing the time, costs, and risks of physically transporting check deposits. *Desktop Deposit* is a proprietary, end-to-end electronic depository solution delivered via our award-winning *CEO* portal.

Checks are scanned utilizing a desktop scanner. Images are then reviewed and transmitted to the bank using our *CEO* portal. Checks will be processed either through image replacement or ACH check conversion. Some of the benefits of using *Desktop Deposit* to deposit electronically include:

- **Affordable, simple setup.** The *Desktop Deposit* service requires no software. Wells Fargo was the first bank to offer this solution entirely via the Internet. And because the service is delivered via the *CEO* portal, upgrades and enhancements are delivered instantly.

- **Extend deposit windows and improve cash flow.** Later deposit cut-off times **(7:00 p.m. PT)** allow you to get additional checks into your day's deposit and receive ledger credit.
- **Improve speed and accuracy by reducing the number of items manually keyed by your operators.** Using CAR/LAR (Courtesy Amount Recognition/Legal Amount Recognition) technologies, *Desktop Deposit* predetermines the amount of your checks—allowing your operator to simply review the items.
- **Custom fields.** Fifteen discretionary data fields allow you to enter customized information about the checks you receive. Our quick data feature simplifies the capture process by automatically recalling your previously entered receivables data.
- **Scanable remittance coupons and invoices.** Scan standard-sized payment coupons or full-page invoices, create and balance transactions sets, and retrieve images.

How the *Desktop Deposit* service works:



Smart Decision®

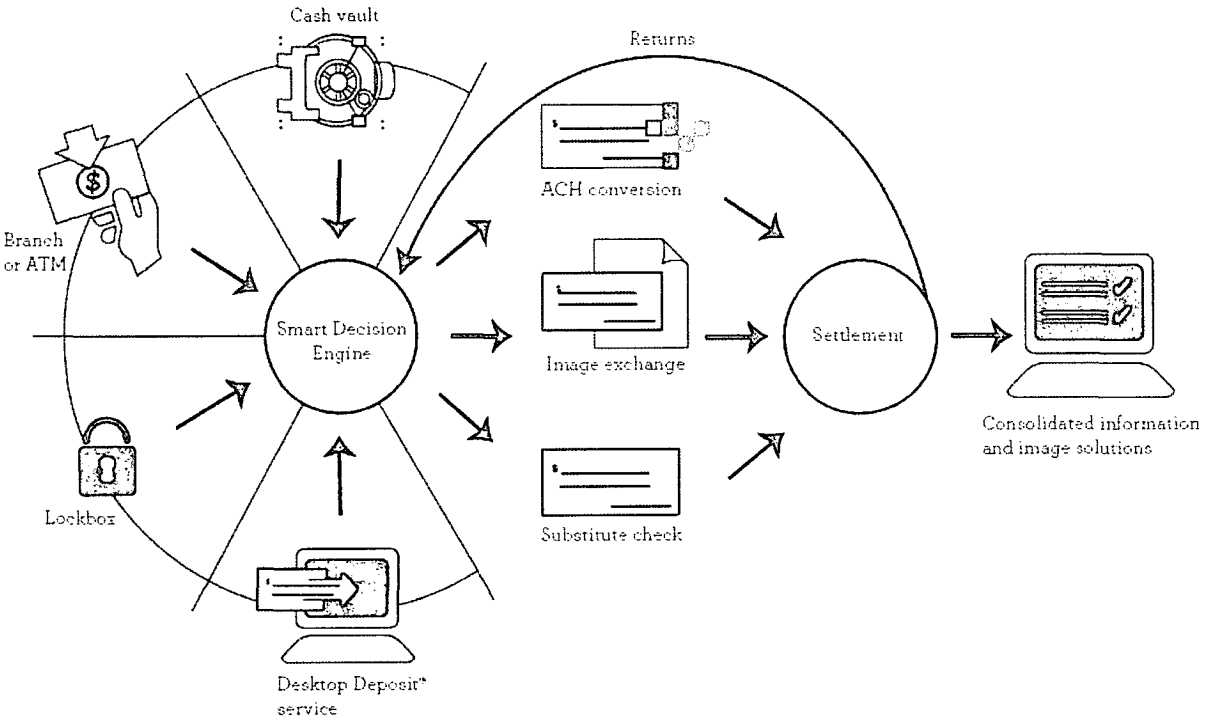
The *Smart Decision* service allows you to deposit your checks through multiple depository channels, including *Desktop Deposit*, Wells Fargo Electronic Deposit℠, lockbox, cash vaults, banking stores, and ATMs. The lockbox, cash vault, and store options allow for check conversion without having to utilize scanners. Simply notify your customers through a posted or mailed notice, and after you make a deposit we'll use our industry-leading decision engine to identify eligible checks and do the ACH conversion for you automatically. You'll see faster availability of deposited funds, a second redeposit attempt, accelerated returned item notification, improved collection rates, lower costs, and simpler deposit research and reconciliation.

The *Smart Decision* service identifies which checks are eligible for conversion to ACH and which items will be processed via image exchange or as substitute checks. The *Smart Decision* service uses ACH exclusion and optimized routing rules and "opt out" preferences to determine how checks will be processed.

Eligible checks will be converted to ACH debits, while non-eligible items, including payments from customers who have opted out of the conversion process, will be deposited through Check 21 workflows. The City will receive a single credit per deposit—not one for ACH and one for paper. And, the City's returned item reporting is also consolidated into a single report with a single debit. This greatly simplifies reconciliation.

The City can present an opt-out file through a direct transmission or using the Deposit Maintenance application on the *Commercial Electronic Office* portal. Opt-outs are managed by comparing the MICR data on the check to the items the customer has provided either via direct transmission or online.

The graphic below highlights the *Smart Decision* service process:



City of Peoria
Request for Proposals for Banking Services
BANK SERVICES FEE SCHEDULE

Banking Services	Volume	Unit of Measure	Per Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
A. General Banking Services - General Account (Concentration Account)					
1. Concentration Account Analysis Base Fee	1	Monthly	5.0000	$5.00	$60.00
2. Deposits - Concentration Account	200	Monthly	0.4500	$90.00	$1,080.00
3. Items deposited "On Us" - issued by servicing bank	1,500	Monthly	0.0250	$37.50	$450.00
4. Items deposited "Clearings" - issued by in-state bank	18,000	Monthly	0.0300	$540.00	$6,480.00
5. Items deposited, encoded checks deposited - issued by out-of-state bank	1,600	Monthly	0.0450	$72.00	$864.00
6. Items deposited, unencoded checks deposited - issued by out-of-state bank	6,500	Monthly	0.0550	$357.50	$4,290.00
7. Cash deposited	100,000	Monthly	0.0008	$80.00	$960.00
8 Deposit Corrections	6	Monthly	7.5000	$45.00	$540.00
9. Return Items - NSF Checks automatically redeposited by servicing bank	50	Monthly	1.5000	$75.00	$900.00
10. Account Transfers (between City accounts)	6	Monthly	2.0000	$12.00	$144.00
11. Wire Advice (Indicate price for advice mailed or faxed below)	30	Monthly	2.0000	$60.00	$720.00
a. Wire Advice Mailed $2.00 each (or) Wire Advice Faxed $2.00 each					
12. Incoming Wire Transfer	10	Monthly	5.0000	$50.00	$600.00
13. Outgoing Wire Transfer	20	Monthly	5.0000	$100.00	$1,200.00
14. Stop Payment Requests	5	Monthly	5.0000	$25.00	$300.00
15. Electronic ACH Transmission/File Processing	50	Monthly	5.0000	$250.00	$3,000.00
16. ACH Debits Originated	7,000	Monthly	0.0300	$210.00	$2,520.00
17. ACH Credits Originated	1,000	Monthly	0.0300	$30.00	$360.00
18. ACH Debits Received	75	Monthly	0.0300	$2.25	$27.00
19. ACH Credits Received	350	Monthly	0.0300	$10.50	$126.00
20. ACH Return Items	50	Monthly	3.0000	$150.00	$1,800.00
21. ACH Maintenance Charge	10	Monthly	15.0000	$150.00	$1,800.00

City of Peoria
Request for Proposals for Banking Services
BANK SERVICES FEE SCHEDULE

	Banking Services	Volume	Unit of Measure	Per Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
B.	**General Banking Services - (ZBA and General Checking Accounts)**					
1.	Zero Balance Account Analysis Base Fee	2	Each	-	$0.00	$0.00
2.	General Checking Account Maintenance Fee	1	Each	5.0000	$5.00	$60.00
3.	Checks Paid through ZBA Account	430	Monthly	0.0500	$21.50	$258.00
4.	Checks Paid through Regular Checking Account	20	Monthly	0.0500	$1.00	$12.00
5.	Electronic Credit Posted (ZBA funding)	30	Each	0.0500	$1.50	$18.00
C.	**General Banking Services - Optical Imaging of Checks (Local Accounts)**					
1.	Check Imaging Maintenance Fee for ZBA/General Checking Account (per CD)	3	Each	10.0000	$30.00	$360.00
2.	Check Imaging - Front and Back - CD Rom	450	Monthly	0.0150	$6.75	$81.00
3.	Wells Image Paid Check Monthly Base (per Company)	1	Monthly	20.0000	$20.00	$240.00
D.	**General Banking Services - Accounts Payable (Controlled Disbursement)**					
1.	Controlled Disbursement Analysis Base Fee	1	Each	25.0000	$25.00	$300.00
2.	Checks Paid through Controlled Disbursement Account	1,000	Monthly	0.0500	$50.00	$600.00
3.	Check Imaging Maintenance Fee for Controlled Disbursement (per CD)	1	Each	10.0000	$10.00	$120.00
4.	Check Imaging - Front and Back - CD Rom	1,000	Monthly	0.0150	$15.00	$180.00
5	Cont Disb Credit Posted-OH (funding)	21	Each	0.4500	$9.45	$113.40
E.	**General Banking Services - Savings Accounts**					
1.	Interest Bearing Savings Account (4 Accounts) Monthly Fee, if Applicable	4	Each	5.0000	$20.00	$240.00
F.	**General Banking Services - Positive Pay Check Fraud Services**					
1.	Maintenance Fee (1 Controlled Disbursement and 3 Zero Balance Accounts)	3	Monthly	10.0000	$30.00	$360.00
2.	Item Verification	1,500	Monthly	-	$0.00	$0.00
3.	Exception/Return Item	10	Monthly	-	$0.00	$0.00
4.	Positive Pay Checks Retnd	10	Each	15.0000	$150.00	$1,800.00
5.	Positive Pay Exceptions - Item	10	Each	1.0000	$10.00	$120.00
6.	Positive Pay Only Item	20	Each	0.0300	$0.60	$7.20

City of Peoria
Request for Proposals for Banking Services
BANK SERVICES FEE SCHEDULE

	Banking Services	Volume	Unit of Measure	Per Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
G.	**General Banking Services - Check 21 Deposit Services**					
1.	Check 21 Base Fee	1	Monthly	-	$0.00	$0.00
2.	Receipt of Daily Deposit File Transmission	22	Monthly	0.4500	$9.90	$118.80
3.	Deposit of ON US Items	3,000	Monthly	0.0200	$60.00	$720.00
4.	Deposit of Other Items	15,000	Monthly	0.0500	$750.00	$9,000.00
5.	_____	_____	Monthly	$_____	$_____	$_____
6.	_____	_____	Monthly	$_____	$_____	$_____
7.	_____	_____	Monthly	$_____	$_____	$_____
H.	**General Banking Services - Online Balance Reporting**					
1.	Daily Balance Reporting Base Fee - All Accounts	8	Monthly	-	$0.00	$0.00
	- Balance Reporting Concentration Account, Controlled Disbursement Account, 3 Zero Balance Accounts, 2 Regular Savings Accounts, 2 Housing Savings Accounts.					
2.	Per User Access Fee	15	Monthly	-	$0.00	$0.00
3.	Debit and Credit Reporting Base Fee - 8 Accounts	8	Monthly	25.0000	$200.00	$2,400.00
4.	Transaction Reporting Fee per Item	3,000	Monthly	0.0400	$120.00	$1,440.00
5.	Online Base Maintenance Fee	1	Each	-	$0.00	$0.00
6,	Wire Transfer Fee Online - if Applicable	30	Monthly	-	$0.00	$0.00
7.	Stop Payment Fee Online - if Applicable	5	Monthly	-	$0.00	$0.00
8	CEO Intraday Subscription per item	796	Each	0.1500	$119.40	$1,432.80
9	CEO Intraday Subscription Monthly Base	2	Monthly	25.0000	$50.00	$600.00
I.	**General Banking Services - Bank Bags, Coin Wraps, and Deposit Slips**					
	- Bank Bags - Disposable Bags, Tamperproof					
1.	Approximately 10" x 15" **OR**	Price Per 100		19.0000	$_____	$_____
2.	Approximately 13" x 21"	Price Per 100		19.0000	$_____	$_____

City of Peoria
Request for Proposals for Banking Services
BANK SERVICES FEE SCHEDULE

	Banking Services	Volume	Unit of Measure	Per Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
3.	Coin Wraps as Required	Price Per 100		3.5000		
4.	Deposit Slips (3 Part) as required	Price Per 1,000		101.0000		
J.	**General Banking Services - Account Overdraft**					
1.	Daylight Overdraft Protection: Please specify conditions of any charges associated with daylight overdraft Protection. The City requests a one (1) day grace period to correct overdrafts.	No charge for daylight overdraft				
2.	Overnight Overdraft Protection: The City requires overdraft protection for rare unforseen circumstances which would cause the Concentration Account collected balance to drop below zero. Please specify the rate at which overdraft charges would be applied.	Interest rate charged for negative balance will be Prime+3.25% Per item charge of $15.00 for each paid item when drawn on a negative balance. Per item charge of $10.00 for each item returned due to an insufficient balance.				
K.	**General Banking Services - Custodial/Safekeeping/Trade Settlement Services**					
1.	Custodial Account Maintenance Fee - 5 Accounts	5	Monthly	Included in 8.	Included in 8.	Included in 8.
2.	Securities Safekeeping Fee	60	Monthly	Included in 8.	Included in 8.	Included in 8.
3.	Settlement Fee for Investment Transactions (Excluding Maturities and Coupon Pymts)	5	Monthly	5.0000	25.0000	300.0000
4.	Settlement Fee for Investment Maturities and Coupon Payments	5	Monthly	2.5000	12.5000	150.0000
5.	Online Base Maintenance Fee	1	Each	Included in 8.	Included in 8.	Included in 8.
6.	Balance and Activity Reporting - Base Maintenance Fee - 5 Accounts	5	Monthly	8.3333	41.6667	500.0000
7.	Transaction Reporting - 5 Accounts	5	Monthly	Included in 6.	Included in 6.	Included in 6.
8.	Relationship Administration (0.375 bps on total assets annually)	$302,804,682	Monthly	0.0000	946.2646	11,355.1756
9.	Money Transactions (Wires/Checks/External ACH)	0	Monthly	7.5000	-	-
10.	Settlement Fee For Non-Wells Fargo Funds	0	Monthly	15.0000	-	-
11.	Clearwater Analytics Package Option (0.90 bps on total assets annually)	0	Monthly	0.0000	-	-
	Estimated Total				$1,025	$12,305

Please also see formal Custody proposal following this price sheet.

City of Peoria
Request for Proposals for Banking Services
BANK SERVICES FEE SCHEDULE

Banking Services	Volume	Unit of Measure	Per Unit Cost	Estimated Monthly Cost	Estimated Annual Cost
L. General Banking Services - Automated Reconciliation Process					
- Please Describe All Costs For Accounts Outlined in Section 16. Of Technical Specifications:					
ARP Monthly Base - Partial	1	Monthly	20.0000	$20.00	$240.00
ARP Partial Reconciliation - Item	430	Each	0.0300	12.9000	$154.80
ARP Checks Paid - Partial Recon	430	Each	0.0500	21.5000	$258.00
ARP Monthly Base - Full	1	Monthly	20.0000	20.0000	$240.00
ARP Full Recon - Item	1000	Each	0.0300	30.0000	$360.00
ARP Output Transmission	1	Each	5.0000	5.0000	$60.00
ARP PART Positive Pay Issue - Item	430	Each	0.0150	6.4500	$77.40
			$	$	$
M. Please Indicate Other Services or Charges Not Listed -Including FDIC Insurance and Services Recommended in the Technical Specifications:					
Stop Payment - Auto Renewal	5	Each	1.0000	$5.00	$60.00
Return Item Redeposited	50	Each	1.0000	50	600.0000
FDIC Insurance is $0.12783 per $1,000		Monthly	0.12783	$	$
			$	$	$
			$	$	$
TOTAL GENERAL BANKING SERVICES:				**4,187.7000**	**50,252.4000**

QUESTIONNAIRE

Solicitation Number: P11-0015

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list three (3) Municipal owner references whom Evaluation Committee may contact:

1. **Company:** Mohave County

Contact: Vickie Oliver, Chief Deputy Treasurer **Phone:** 928-753-0766

Address: P.O. Box 712, Kingman, AZ 86401

Description of Work: Treasury management, credit

Annual Value: For privacy purposes we cannot disclose the annual value of our client's contract on their behalf. If the City was to select Wells Fargo, we would extend the same courtesy to the City.

2. **Company:** Pinal County

Contact: Levi Gibson, Chief Deputy Treasurer **Phone:** 520-866-6404

Address: P.O Box 729, Florence, AZ 85232

Description of Work: Treasury management, credit

Annual Value: For privacy purposes we cannot disclose the annual value of our client's contract on their behalf. If the City was to select Wells Fargo, we would extend the same courtesy to the City.

3. **Company:** Graham County

Contact: Lori Boren, Chief Deputy Treasurer **Phone:** 928-428-3440

Address: 921 Thatcher Blvd., Safford, AZ 85546

Description of Work: Treasury management, credit

Annual Value: For privacy purposes we cannot disclose the annual value of our client's contract on their behalf. If the City was to select Wells Fargo, we would extend the same courtesy to the City.

QUESTIONNAIRE

Solicitation Number: P11-0015

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list three (3) Municipal lockbox references whom Evaluation Committee may contact:

1. **Company:** City of Los Angeles

Contact: Crista Binder, Assistant City Treasurer **Phone:** (213) 978-1709

Address: 200 N. Spring Street, Room 201 City Hall
Los Angeles, CA 90012

Description of Work: A full range of treasury management products and services, including lockbox

Annual Value: For privacy purposes we cannot disclose the annual value of our client's contract on their behalf. If the City was to select Wells Fargo, we would extend the same courtesy to the City.

2. **Company:** City of Orange

Contact: Josephine Chan, Investment Officer **Phone:** (714) 744-2236

Address: 300 East Chapman Avenue
Orange, CA 92866

Description of Work: A full range of treasury management products and services, including lockbox

Annual Value: For privacy purposes we cannot disclose the annual value of our client's contract on their behalf. If the City was to select Wells Fargo, we would extend the same courtesy to the City.

3. **Company:** County of Kern

Contact: John Mattly, Chief Cash Management Officer **Phone:** (661) 868-3415

Address: 1115 Truxtun Avenue, 2nd Floor
Bakersfield, CA 93301-4639

Description of Work: A full range of treasury management products and services, including lockbox

Annual Value: For privacy purposes we cannot disclose the annual value of our client's contract on their behalf. If the City was to select Wells Fargo, we would extend the same courtesy to the City.

WELLS FARGO

Account analysis

Sample Client Analysis Statement

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

WELLS FARGO

RELATIONSHIP SUMMARY

WELLS FARGO BANK, N.A.
WAYZATA OFFICE
POST OFFICE BOX B 514
ANYTOWN, ST 12345-1234

February 2008
Page 1 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

CUSTOMER NAME
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

ANALYSIS SUMMARY

Average Positive Collected Balance	$	144,045.16
Reserve Requirement @ 10.00 %	-	14,404.52
Investable Balance Available for Services	=	129,640.64
Earnings Allowance @ 0.15 %	$	14.88
Current Month Analyzed Charges	-	194.50
Current Month Position	=	(179.62)
Net Shortfall Due	$	179.62
State Sales Tax	+	1.24
City Sales Tax	+	0.25
Local Sales Tax	+	0.25
Total Shortfall Due	=	**181.36**
Current Month Fee based Charges	$	5.85*
Total Amount Due	$	**187.21**

*Charges not offset by balances

Number of days this cycle: 28
Investable balance required to offset $1.00 of analyzed charges: $ 9,682.54
Balance required to cover all analyzed charges: $ 1,812,668

TOTAL AMOUNT DUE WILL BE DEBITED TO ACCOUNT #395-5009393 ON MARCH 20, 2008.

BALANCE SUMMARY

Acount Number	Acount Name	Average Ledger	Average Collected	Average Daily negative Coll	Negative Coll Use of Fund Rate	Service Charge
*395-5009393	Account name 1	143,645	143,645			171.85
530-0919074	Account name 2	3,561	3,561			28.50

*Indicates billing account

300 515 9594 C3 Z2040 06/03/08 1

continued on reverse side

Together we'll go far

wellsfargo.com/com
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TM-1185 - 03/09

Sample Client Analysis Statement (continued)

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

RELATIONSHIP SUMMARY

CUSTOMER NAME

February 2008
Page 2 of 4

SERVICE DETAIL

Svc Code	AFP Code	Service Description	Unit Price	Volume	Service Charges	
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	2.00	27.00	T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85	*
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	7.00	17.50	
		General Account Services			**50.35**	
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00	
		Investment/Custody Services			**150.00**	

Total Analyzed Charges 194.50
* **Total Fee Based Charges** 5.85
Total Service Charges 200.35

T=Service Subject to Sales Tax

BALANCE ADJUSTMENTS

Account	Transaction Date	Correction Date	Adjustment Amount	Number of Days	Change in Average Collected Balance	Description
DDA 395-5009393	02/01/06	02/28/06	73,000.00	28	(506,290.32)	Balance Adjustment
	Account Total				**(506,290.32)**	
	Grand Total				**(506,290.32)**	

CLIENT ANALYSIS STATEMENT

300 515 9594 Z2040

ACCOUNT SUMMARY

ACCOUNT NAME 1
ATTN: ACCOUNTING
123 MAIN STREET
ANYTOWN, ST 12345-7890

February 2008
Page 4 of 4

Officer: Smith, Lee
Phone No.: 555-555-1234

BALANCE SUMMARY

Account Number	Account Name	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
395-5009393	Account Name 1	143,645	143,645			171.85

Number of days this cycle: 28
Investable balance required to offset $1.00 of analyzed charges: $ 8,721.63
Balance required to cover all analyzed charges: $ 1,447,790

SERVICE DETAIL

SVC Code	AFP Code	Service Description	Unit Price	Volume	Service Charges	
CK001	01 0000	Account Maintenance w/Chk Return	13.50000	1.00	13.50	T
CK011	01 0101	Credits Posted	0.65000	9.00	5.85	*
CK191	01 0310	DDA Frequent Statement Cycle	2.50000	1.00	2.50	
		General Account Services			**21.85**	
CS002	45 0200	Investaccount Base Charge	150.00000	1.00	150.00	
		Investment/Custody Services			**150.00**	

Total Analyzed Charges 166.00
* **Total Fee-Based Charges** 5.85
Total Service Charges 171.85

For more information on the Client Analysis Statement, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

wellsfargo.com/com
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TM-1185 - 03/09

WELLS FARGO

Commercial Electronic Office®

Statements & Notices service

Providing comprehensive account information online so you can make business decisions more quickly

Streamline processes by accessing your statements and notices through the *Commercial Electronic Office®* (*CEO®*) Internet portal. With paperless delivery of your statements, together we can help conserve natural resources and reduce carbon emissions from transportation, while also saving administrative costs of paper handling and storage.

In order to simplify and streamline your processes, you can submit one request to download multiple statements and notices for your commercial checking and savings accounts, and stop payments and deposit adjustment notices. You can also request statements individually. A message is delivered to your designated e-mail address when your files are ready.

The Statements & Notices service includes online access to:

Commercial checking, savings, and multicurrency account statements. Receive your statements up to five days faster than regular mail. Statements are available online the business day after the statement cycle's close date.

Stop-payment and stop-renewal notices. View these notices when transactions post to your account or 30 days before stop payments are available for renewal.

Deposit adjustment notices. Access your deposit adjustment notices online when the adjustment transactions post to your account. When a check image for an adjustment is available, we'll provide a copy online. If you use deposit-location reporting, you can further benefit by viewing notices for specific business locations defined under the same account.

Client Analysis Statement. View detailed product subtotals, as well as volume and pricing for services you have used. This interactive statement—available online within two business days after the statement cycle's cutoff date—enables you to monitor account summary information for the current month and compare it with the previous 12 months to spot trends in checking account activity.

Preferences. Set defaults for the information to be displayed on your Statements & Notices home page, Stop Payment and Renewal Notices page, Deposit Adjustment Notices, and Commercial Checking/Savings/Multicurrency Account Statements page.

Event Messaging. Use our Event Messaging service to receive alerts by e-mail, text message, or fax when your statements, notices, and disclosures are available online.

Statements & Notices specifications

Types of accounts supported:

- Commercial checking
- Savings
- Multicurrency

Access to past statements and notices online:

- Commercial checking and savings account statements: current month plus 12 months prior
- Multicurrency account statements: 6 cycles*
- Stop-payment and stop-renewal notices: 30 days
- Deposit adjustment notices: 180 days
- Client Analysis Statements: current month plus 12 months prior

*Multicurrency account statements are available for monthly cycles only.

continued on reverse side

Together we'll go far

wellsfargo.com/com

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TM-2168 - 08/10

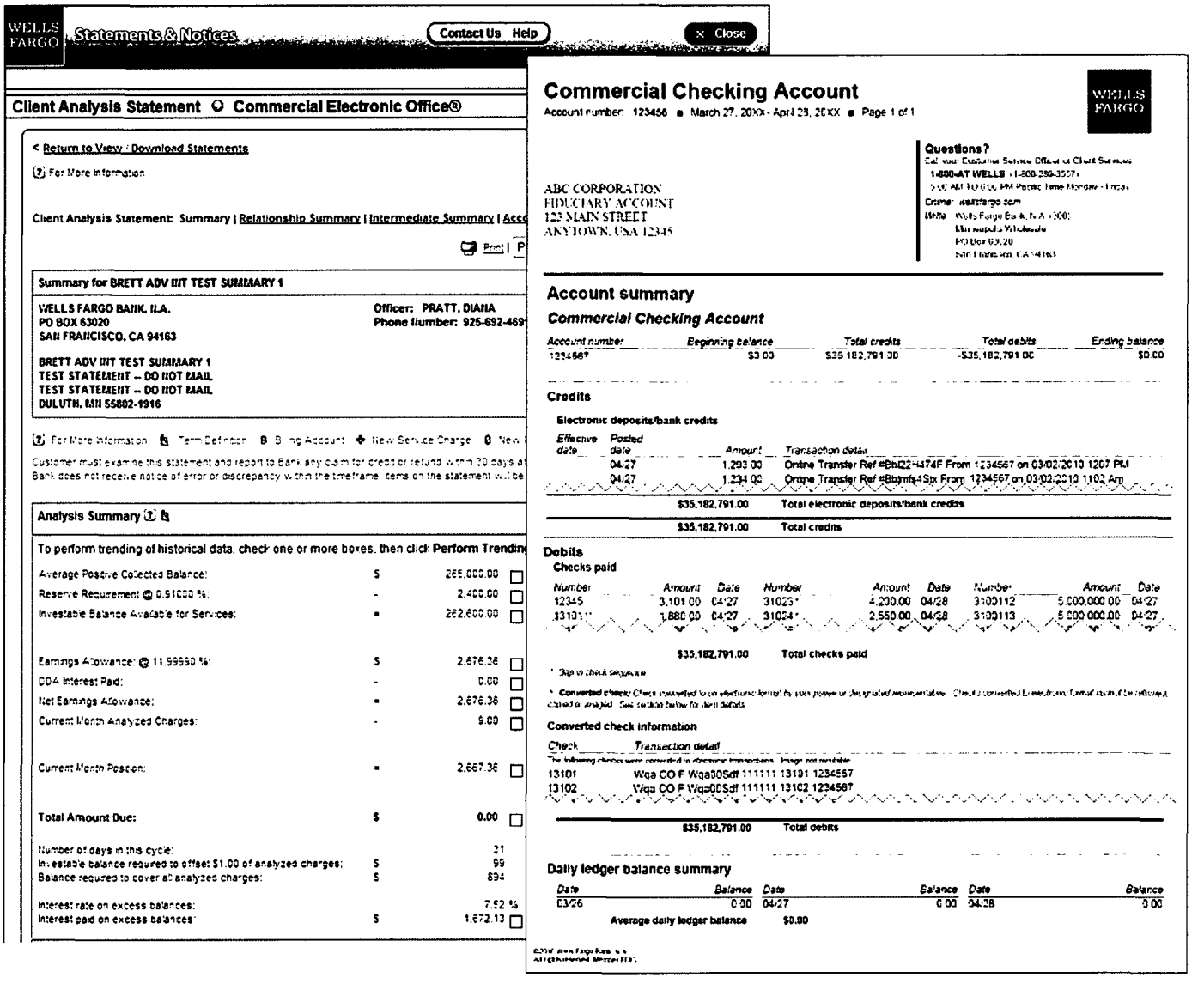
Statements & Notices service (continued)

File format options

	PDF	HTML	Excel	CSV	EDI 822 3010†	EDI 822 4010†
Commercial checking account statements	✓					
Savings account statements	✓					
Multicurrency account statements	✓					
Client analysis statements	✓	✓	✓	✓	✓	✓
Notices	✓					

†Electronic data interchange format is based on the ANSI X12 822 transaction set standard.

Sample Client Analysis and Commercial Checking Account statements



WELLS FARGO Statements & Notices Contact Us Help x Close

Client Analysis Statement ○ **Commercial Electronic Office®**

< Return to View / Download Statements

For More Information

Client Analysis Statement: Summary | Relationship Summary | Intermediate Summary | Acco

Print | P

Summary for BRETT ADV IIT TEST SUMMARY 1

WELLS FARGO BANK, N.A.
PO BOX 63020
SAN FRANCISCO, CA 94163

Officer: PRATT, DIANA
Phone Number: 925-692-469

BRETT ADV IIT TEST SUMMARY 1
TEST STATEMENT -- DO NOT MAIL
TEST STATEMENT -- DO NOT MAIL
DULUTH, MN 55802-1916

For More Information Term Definition B Billing Account New Service Charge New

Customer must examine this statement and report to Bank any claim for credit or refund within 30 days af
Bank does not receive notice of error or discrepancy within the timeframe items on the statement will be

Analysis Summary

To perform trending of historical data, check one or more boxes, then click Perform Trendin

Average Positive Collected Balance:	$	265,000.00	☐
Reserve Requirement @ 0.91000 %:	-	2,400.00	☐
Investable Balance Available for Services:	=	262,600.00	☐
Earnings Allowance: @ 11.99550 %:	$	2,676.36	☐
DDA Interest Paid:	-	0.00	☐
Net Earnings Allowance:	=	2,676.36	☐
Current Month Analyzed Charges:	-	9.00	☐
Current Month Position:	=	2,667.36	☐
Total Amount Due:	**$**	**0.00**	☐
Number of days in this cycle:		31	
Investable balance required to offset $1.00 of analyzed charges:	$	99	
Balance required to cover all analyzed charges:	$	894	
Interest rate on excess balances:		7.52 %	
Interest paid on excess balances:	$	1,672.13	☐

Commercial Checking Account

Account number: 123456 ■ March 27, 20XX - April 28, 20XX ■ Page 1 of 1

WELLS FARGO

Questions?
Call your Customer Service Officer or Client Services
1-800-AT WELLS (1-800-289-3557)
9:00 AM TO 6:00 PM Pacific Time Monday - Friday
Online: wellsfargo.com
Write: Wells Fargo Bank, N.A. (3001)
Minneapolis, MN 55480
PO Box 63020
San Francisco, CA 94163

ABC CORPORATION
FIDUCIARY ACCOUNT
123 MAIN STREET
ANYTOWN, USA 12345

Account summary

Commercial Checking Account

Account number	Beginning balance	Total credits	Total debits	Ending balance
1234567	$0.00	$35,182,791.00	-$35,182,791.00	$0.00

Credits

Electronic deposits/bank credits

Effective date	Posted date	Amount	Transaction detail
	04/27	1,293.00	Online Transfer Ref #BhQ2H474F From 1234567 on 03/02/2010 1207 PM
	04/27	1,234.00	Online Transfer Ref #Bbmfs4Stx From 1234567 on 03/02/2010 1102 Am
		$35,182,791.00	Total electronic deposits/bank credits
		$35,182,791.00	Total credits

Debits

Checks paid

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
12345	3,101.00	04/27	31023*	4,230.00	04/28	31001112	5,000,000.00	04/27
13101**	1,880.00	04/27	31024*	2,550.00	04/28	31001113	5,000,000.00	04/27
		$35,182,791.00	Total checks paid					

* Skip in check sequence

** Converted check. Check converted to an electronic item for ACH processing. Check is converted to electronic format upon receipt of the retrieved check or image. See section below for item details.

Converted check information

Check	Transaction detail
The following checks were converted to electronic transactions. Image not available	
13101	Wga CO F Wga005df 111111 13101 1234567
13102	Wga CO F Wga005df 111111 13102 1234567
	$35,182,791.00 Total debits

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
03/26	0.00	04/27	0.00	04/28	0.00

Average daily ledger balance $0.00

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For more information on the Statements & Notices service, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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TM-2168 - 08/10

CLIENT ANALYSIS STATEMENT

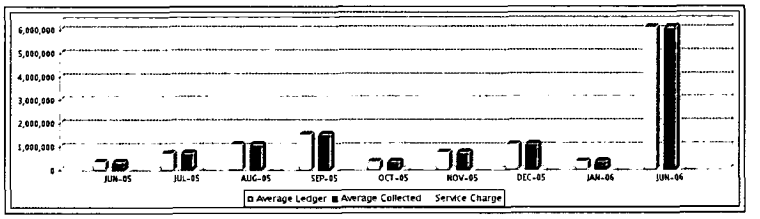
WELLS FARGO

BALANCE SUMMARY TRENDING

Trending Criteria

Section:	**Balance Summary**	Selected Field(s):	**Average Ledger**
Account(s):	**123-XXXX789 / HAUER**		**Average Collected**
	123-XXXX321 / FAYE DEMETRA OF AUBERTINE		**Service Charge**
	123-XXXX987 / SEA WORLD INC		
Month(s):	**June 2005 through June 2006**		

123-XXXX789 / HAUER

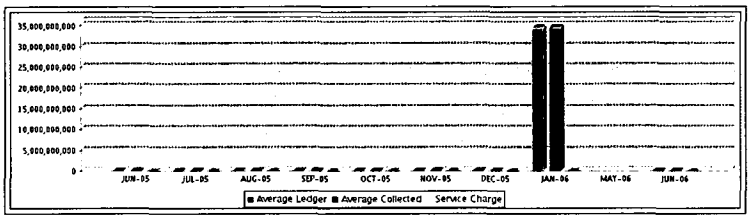


Month	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
ן 2005	375,772.23	375,772.23	N/A	N/A	64.45
JUL 2005	739,422.78	739,422.78	N/A	N/A	114.97
AUG 2005	1,115,195.01	1,115,195.01	N/A	N/A	166.93
SEP 2005	1,528,140.40	1,528,140.40	N/A	N/A	223.28
OCT 2005	375,772.23	375,772.23	N/A	N/A	64.45
NOV 2005	764,070.20	764,070.20	N/A	N/A	117.89
DEC 2005	1,115,195.01	1,115,195.01	N/A	N/A	166.93
JAN 2006	375,772.23	375,772.23	N/A	N/A	64.45
FEB 2006	N/A	N/A	N/A	N/A	N/A
MAR 2006	N/A	N/A	N/A	N/A	N/A
APR 2006	N/A	N/A	N/A	N/A	N/A
MAY 2006	N/A	N/A	N/A	N/A	N/A
JUN 2006	6,112,561.60	6,112,561.60	N/A	N/A	893.12

CLIENT ANALYSIS STATEMENT

WELLS FARGO

123-XXXX321 / FAYE DEMETRA OF AUBERTINE

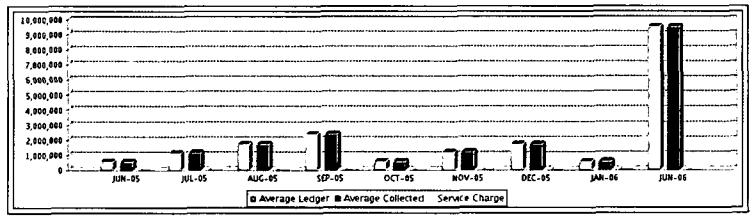


Month	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
JUN 2005	544,830.49	544,830.49	N/A	N/A	84.45
JUL 2005	1,072,085.80	1,072,085.80	N/A	N/A	154.33
AUG 2005	1,616,916.29	1,616,916.29	N/A	N/A	226.28
SEP 2005	2,215,643.99	2,215,643.99	N/A	N/A	304.61
OCT 2005	544,830.49	544,830.49	N/A	N/A	84.45
NOV 2005	1,107,822.00	1,107,822.00	N/A	N/A	158.56
DEC 2005	1,616,916.29	1,616,916.29	N/A	N/A	226.28
JAN 2006	34,567,890,123.45	34,567,890,123.45	N/A	N/A	84.45
FEB 2006	N/A	N/A	N/A	N/A	N/A
MAR 2006	N/A	N/A	N/A	N/A	N/A
APR 2006	N/A	N/A	N/A	N/A	N/A
MAY 2006	0.00	0.00	N/A	N/A	0.00
JUN 2006	544,780.49	544,780.49	N/A	N/A	234.44

CLIENT ANALYSIS STATEMENT

WELLS FARGO

123-XXXX987 / SEA WORLD INC



Month	Average Ledger	Average Collected	Average Daily Negative Coll	Negative Coll Use of Fund Rate	Service Charge
JUN 2005	586,472.22	586,472.22	N/A	N/A	184.38
JUL 2005	1,154,025.98	1,154,025.98	N/A	N/A	251.52
AUG 2005	1,740,498.20	1,740,498.20	N/A	N/A	321.90
SEP 2005	2,384,987.03	2,384,987.03	N/A	N/A	402.14
OCT 2005	586,472.22	586,472.22	N/A	N/A	187.38
NOV 2005	1,192,493.51	1,192,493.51	N/A	N/A	258.07
DEC 2005	1,740,498.20	1,740,498.20	N/A	N/A	321.90
JAN 2006	586,472.22	586,472.22	N/A	N/A	184.38
FEB 2006	N/A	N/A	N/A	N/A	N/A
MAR 2006	N/A	N/A	N/A	N/A	N/A
APR 2006	N/A	N/A	N/A	N/A	N/A
MAY 2006	N/A	N/A	N/A	N/A	N/A
JUN 2006	9,539,948.12	9,539,948.12	N/A	N/A	1,596.58

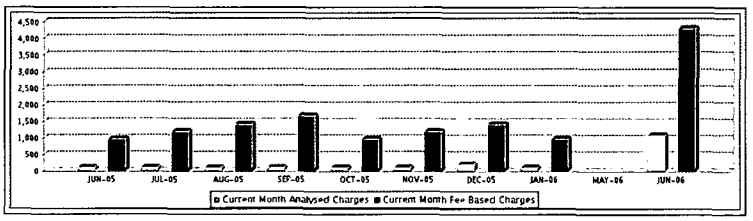
CLIENT ANALYSIS STATEMENT

WELLS FARGO

ANALYSIS SUMMARY TRENDING

Trending Criteria

Section:	**Analysis Summary**	Selected Field(s):	**Current Month Analyzed Charges**
Month(s):	**June 2005 through June 2006**		**Current Month Fee Based Charges**



Month	Current Month Analyzed Charges	Current Month Fee Based Charges
JUN 2005	115.09	976.31
JUL 2005	115.00	1,200.64
AUG 2005	115.00	1,432.94
SEP 2005	115.09	1,68[illegible]
OCT 2005	115.00	97[illegible]
NOV 2005	115.00	1,216.84
DEC 2005	222.31	1,432.94
JAN 2006	115.00	982.31
FEB 2006	0.00	0.00
MAR 2006	0.00	0.00
APR 2006	0.00	0.00
MAY 2006	0.00	0.00
JUN 2006	1,081.13	4,328.03

G. Earnings Credit Rate for Prior 12 Month Period

The Earnings Credit Rate (ECR) Index is set internally on a monthly basis at our discretion. The ECR Index is calculated after evaluating a combination of factors, including the 91-Day Treasury Bill rate, the Fed Funds rate, sweep rates, and other market indicators. The index may be adjusted during the month to react to market changes.

We have listed an example of the ECR Index below.

Month	ECR	Month	ECR
June 2010	0.20	December 2009	0.20
May 2010	0.20	November 2009	0.20
April 2010	0.20	October 2009	0.20
March 2010	0.20	September 2009	0.20
February 2010	0.20	August 2009	0.20
January 2010	0.20	July 2009	0.20

Wells Fargo calculates your earnings credit on 100 percent of your average daily positive collected balances (average collected balance). We do not deduct a reserve requirement prior to calculating the ECR. Earnings credit is calculated using the following formula:

$$\frac{\text{(average collected balance) x (\# of calendar days in the month) x (ECR)}}{\text{actual \# of days in the year}}$$

WELLS FARGO ADVANTAGE MONEY MARKET FUNDS

All information is as of 09-30-10 unless otherwise indicated. Information is subject to change.

Cash Investment Money Market Fund - Institutional

Key Facts

Share Class	Institutional
Investment Minimum	$10 Million
Ticker	WFIXX
CUSIP	94975H437
Net Expense Ratio	0.20%
Total Fund Assets	$17.1 Billion
Fund Manager	David D. Sylvester, Laurie White
Inception Date	10-14-87
Trading Deadline	5:00 PM, Eastern Time

Performance[2]

Current Yield as of 9-30-10

7-Day SEC Yield
0.18%

Average Monthly Total Returns as of 9/30/2010

Month	30-Day Current Yield
September 2009	0.25%
October 2009	0.22%
November 2009	0.17%
December 2009	0.14%
January 2010	0.11%
February 2010	0.09%
March 2010	0.09%
April 2010	0.11%
May 2010	0.15%
June 2010	0.21%
July 2010	0.23%
August 2010	0.22%
September 2010	0.19%

Average Annual Total Returns as of 09-30-10

1 Year	3 Year	5 Year	10 Year	Since Inception
0.16%	1.56%	2.91%	2.66%	4.39%

The adviser has committed to certain fee waivers and/or expense reimbursements. These reductions may be discontinued at any time. If fees had not been waived, the 7-Day current yield would have been 0.15%, and the total return would have been lower.

Principal Investment Strategies

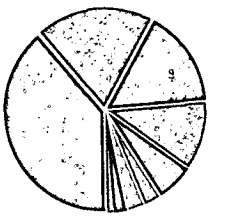
Seeks current income, while preserving capital and liquidity by investing in high-quality, short-term U.S. dollar-denominated money market instruments of domestic and foreign issuers.

Portfolio Composition[1]

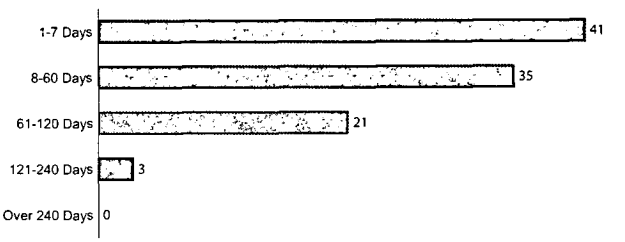
% of Portfolio

- Asset Backed CP: 39%
- Certificate of Deposit: 19%
- Financial Company CP: 16%
- Variable Rate Demand Note: 11%
- Other Note: 6%
- Government Agency Repo: 3%
- Treasury Debt: 3%
- Treasury Repurchase Agreement: 2%
- Other: 1%

Total: 100%



Portfolio Maturity Schedule (%)



Money Market Fund Statistics

Weighted Average Maturity: 29 Days
Weighted Average Final Maturity: 55 Days

Daily Liquid Assets: 25%
Weekly Liquid Assets: 44%

Figures quoted represent past performance, which is no guarantee of future results. *Investment returns will fluctuate. The Fund's yield figures more closely reflect the current earnings of the Fund than the total return figures. Current performance may be lower or higher than the performance data quoted.*

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the Funds and are described in the Fund's current prospectus.

(Continued on next page.)

Strength. Expertise. Partnership.

Wells Fargo Advantage Funds skillfully guides institutions, financial advisors, and individuals through the investment terrain to help them reach their financial objectives. Everything we do on behalf of our investors is built on the standards of integrity and service established by our parent company, Wells Fargo & Company; the expertise of our independent investment teams and rigorous ongoing investment review; and the collaborative level of superior service that is our trademark.

Fund Disclosures

An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund.

1. Portfolio composition is subject to change and may have changed since the date specified.
2. Institutional Class shares incepted on November 8, 1999. Performance shown prior to the inception of the Institutional Class reflects the performance of the Service Class shares, and includes expenses that are not applicable to and are higher than those of the Institutional Class shares.

Definition of Terms

Daily Liquid Assets: Are cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly Liquid Assets: Are cash, direct obligations of the U.S. government, government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature this is exercisable and payable within five business days.

Weighted Average Final Maturity (WAFM): WAFM calculates a fund's average time to maturity for all of the securities held in the portfolio, weighted to their percentage of assets in the fund. In contrast to WAM, the WAFM calculation takes into account the final maturity date for each security held in the portfolio. This is a way to measure a fund's potential sensitivity to credit spread changes.

Weighted Average Maturity (WAM): WAM calculates an average time to maturity of all of the securities held in the portfolio, weighted by each security's percentage of net assets. The calculation takes into account the final maturity of a fixed-income security and the interest rate reset date for floating-rate securities held in the portfolio. This is a way to measure a fund's sensitivity to potential interest rate changes.

This fact sheet must be accompained or preceded by a current prospectus for Institutional shares of the Wells Fargo Advantage Money Market Funds.

Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Advantage Funds.* Other affiliates of Wells Fargo & Company provide subadvisory and other services for the Funds. The Funds are distributed b **Wells Fargo Funds Distributor, LLC,** Member FINRA/SIPC, an affiliate of Wells Fargo & Company.

NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

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WELLS FARGO ADVANTAGE MONEY MARKET FUNDS

All information is as of 09-30-10 unless otherwise indicated. Information is subject to change.

Government Money Market Fund - Institutional

Key Facts

S&P Rating	AAAm
Moody's Rating	Aaa
Share Class	Institutional
Investment Minimum	$10 Million
Ticker	GVIXX
CUSIP	94975P405
Net Expense Ratio	0.20%
Total Fund Assets	$27.4 Billion
Fund Manager	David D. Sylvester, Laurie White
Inception Date	11-16-87
Trading Deadline	5:00 PM, Eastern Time

Performance[2]

Current Yield as of 9-30-10

7-Day SEC Yield
0.05%

Average Monthly Total Returns as of 9/30/2010

Month	30-Day Current Yield
September 2009	0.03%
October 2009	0.01%
November 2009	0.01%
December 2009	0.01%
January 2010	0.01%
February 2010	0.01%
March 2010	0.01%
April 2010	0.01%
May 2010	0.03%
June 2010	0.04%
July 2010	0.07%
August 2010	0.07%
September 2010	0.05%

Average Annual Total Returns as of 09-30-10

1 Year	3 Year	5 Year	10 Year	Since Inception
0.03%	1.17%	2.64%	2.42%	4.13%

The adviser has committed to certain fee waivers and/or expense reimbursements. These reductions may be discontinued at any time. If fees had not been waived, the 7-Day current yield would have been 0.02%, and the total return would have been lower.

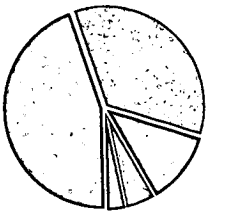
Principal Investment Strategies

Seeks current income, while preserving capital and liquidity. Invests in high-quality, short-term money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations.

Portfolio Composition[1]

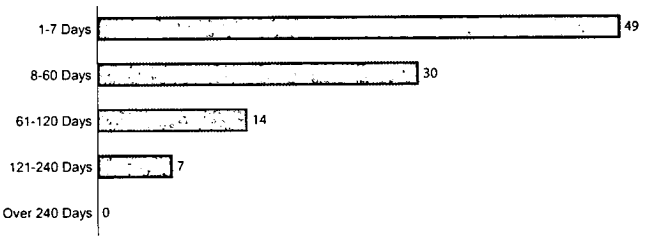
% of Portfolio

- Government Agency Debt: 45%
- Government Agency Repo: 35%
- Treasury Repurchase Agreement: 12%
- Asset Backed CP: 5%
- Government Backed Issues: 3%



Total: 100%

Portfolio Maturity Schedule (%)



Money Market Fund Statistics

Weighted Average Maturity: 32 Days
Weighted Average Final Maturity: 77 Days

Daily Liquid Assets: 43%
Weekly Liquid Assets: 57%

Figures quoted represent past performance, which is no guarantee of future results. *Investment returns will fluctuate. The Fund's yield figures more closely reflect the current earnings of the Fund than the total return figures. Current performance may be lower or higher than the performance data quoted.*

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the Funds and are described in the Fund's current prospectus.

(Continued on next page.)

Strength. Expertise. Partnership.

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Fund Disclosures

An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund.

The U.S. Government guarantee applies to certain underlying securities and NOT to shares of the Fund.

1. Portfolio composition is subject to change and may have changed since the date specified.
2. Institutional Class shares incepted on July 28, 2003. Performance shown prior to the inception of the Institutional Class reflects the performance of the Service Class shares, and includes expenses that are not applicable to and higher than those of the Institutional Class shares.

Definition of Terms

Daily Liquid Assets: Are cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly Liquid Assets: Are cash, direct obligations of the U.S. government, government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature this is exercisable and payable within five business days.

Weighted Average Final Maturity (WAFM): WAFM calculates a fund's average time to maturity for all of the securities held in the portfolio, weighted to their percentage of assets in the fund. In contrast to WAM, the WAFM calculation takes into account the final maturity date for each security held in the portfolio. This is a way to measure a fund's potential sensitivity to credit spread changes.

Weighted Average Maturity (WAM): WAM calculates an average time to maturity of all of the securities held in the portfolio, weighted by each security's percentage of net assets. The calculation takes into account the final maturity of a fixed-income security and the interest rate reset date for floating-rate securities held in the portfolio. This is a way to measure a fund's sensitivity to potential interest rate changes.

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126295 10-10 MMFS013

WELLS FARGO ADVANTAGE MONEY MARKET FUNDS

All information is as of 09-30-10 unless otherwise indicated. Information is subject to change.

Heritage Money Market Fund - Institutional

Key Facts

S&P Rating	AAAm
Moody's Rating	Aaa
Share Class	Institutional
Investment Minimum	$10 Million
Ticker	SHIXX
CUSIP	949917397
Net Expense Ratio	0.20%
Total Fund Assets	$39.5 Billion
Fund Manager	David D. Sylvester, Laurie White
Inception Date	06-29-95
Trading Deadline	5:00 PM, Eastern Time

Performance[2]

Current Yield as of 9-30-10

	7-Day SEC Yield
	0.17%

Average Monthly Total Returns as of 9/30/2010

Month	30-Day Current Yield
September 2009	0.23%
October 2009	0.19%
November 2009	0.14%
December 2009	0.12%
January 2010	0.09%
February 2010	0.07%
March 2010	0.07%
April 2010	0.10%
May 2010	0.13%
June 2010	0.18%
July 2010	0.20%
August 2010	0.19%
September 2010	0.17%

Average Annual Total Returns as of 09-30-10

1 Year	3 Year	5 Year	10 Year	Since Inception
0.14%	1.55%	2.90%	2.66%	3.67%

The adviser has committed to certain fee waivers and/or expense reimbursements. These reductions may be discontinued at any time. If fees had not been waived, the 7-Day current yield would have been 0.15%, and the total return would have been lower.

Principal Investment Strategies

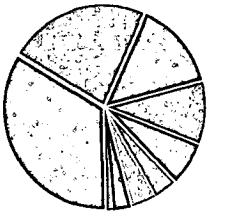
Seeks current income, while preserving capital and liquidity by investing in high-quality, short-term U.S. dollar-denominated money market instruments of domestic and foreign issuers.

Portfolio Composition[1]

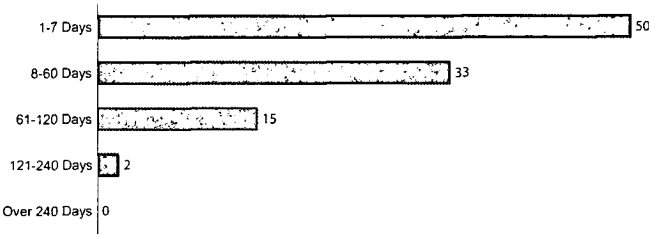
% of Portfolio

- Asset Backed CP: 34%
- Certificate of Deposit: 23%
- Financial Company CP: 14%
- Variable Rate Demand Note: 10%
- Government Agency Repo: 7%
- Other Note: 4%
- Treasury Repurchase Agreement: 4%
- Treasury Debt: 3%
- Other: 1%

Total: 100%



Portfolio Maturity Schedule (%)



Money Market Fund Statistics

Weighted Average Maturity: 24 Days
Weighted Average Final Maturity: 45 Days

Daily Liquid Assets: 33%
Weekly Liquid Assets: 51%

Figures quoted represent past performance, which is no guarantee of future results. *Investment returns will fluctuate. The Fund's yield figures more closely reflect the current earnings of the Fund than the total return figures. Current performance may be lower or higher than the performance data quoted.*

Money market funds are sold without a front-end sales charge or contingent deferred sales charge. Other fees and expenses apply to an investment in the Funds and are described in the Fund's current prospectus.

(Continued on next page.)

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Fund Disclosures

An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund.

1. Portfolio composition is subject to change and may have changed since the date specified.
2. Institutional Class shares incepted on March 31, 2000. Performance shown prior to the inception date of the Institutional Class reflects the performance of the Administrator Class shares, and includes expenses that are not applicable to and are higher than those of the Institutional Class shares.

Definition of Terms

Daily Liquid Assets: Are cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly Liquid Assets: Are cash, direct obligations of the U.S. government, government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature this is exercisable and payable within five business days.

Weighted Average Final Maturity (WAFM): WAFM calculates a fund's average time to maturity for all of the securities held in the portfolio, weighted to their percentage of assets in the fund. In contrast to WAM, the WAFM calculation takes into account the final maturity date for each security held in the portfolio. This is a way to measure a fund's potential sensitivity to credit spread changes.

Weighted Average Maturity (WAM): WAM calculates an average time to maturity of all of the securities held in the portfolio, weighted by each security's percentage of net assets. The calculation takes into account the final maturity of a fixed-income security and the interest rate reset date for floating-rate securities held in the portfolio. This is a way to measure a fund's sensitivity to potential interest rate changes.

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126296 10-10 MMFS014

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Municipal Cash Management Money Market Fund - Institutional

Key Facts

Fitch Rating	AAAmmf
Share Class	Institutional
Investment Minimum	$10 Million
Ticker	EMMXX
CUSIP	949921217
Net Expense Ratio	0.20%
Total Fund Assets	$4.4 Billion
Fund Manager	David D. Sylvester, James Randazzo
Inception Date	11-20-96
Trading Deadline	12:00 PM, Eastern Time

Performance[2]

Current Yield as of 9-30-10

7-Day SEC Yield
0.17%

Average Monthly Total Returns as of 9/30/2010

Month	30-Day Current Yield
September 2009	0.24%
October 2009	0.19%
November 2009	0.20%
December 2009	0.15%
January 2010	0.08%
February 2010	0.10%
March 2010	0.11%
April 2010	0.16%
May 2010	0.20%
June 2010	0.25%
July 2010	0.21%
August 2010	0.15%
September 2010	0.15%

Average Annual Total Returns as of 09-30-10

1 Year	3 Year	5 Year	10 Year	Since Inception
0.16%	1.34%	2.16%	2.02%	2.49%

The adviser has committed to certain fee waivers and/or expense reimbursements. These reductions may be discontinued at any time. If fees had not been waived, the 7-Day current yield would have been 0.11%, and the total return would have been lower.

Principal Investment Strategies

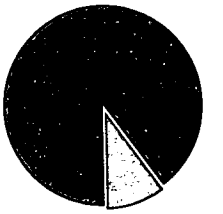
Seeks current income exempt from regular federal income tax, while preserving capital and liquidity. Invests in high-quality, short-term money market instruments that consist of municipal obligations.

Portfolio Composition[1]

% of Portfolio

Variable Rate Demand Note: 90%

Other Municipal Debt: 10%



Total: 100%

Alternative Minimum Tax (AMT): 37%

Portfolio Maturity Schedule (%)

Money Market Fund Statistics

Weighted Average Maturity: 22 Days

Weighted Average Final Maturity: 23 Days

Weekly Liquid Assets: 89%

Figures quoted represent past performance, which is no guarantee of future results. *Investment returns will fluctuate. The Fund's yield figures more closely reflect the current earnings of the Fund than the total return figures. Current performance may be lower or higher than the performance data quoted.*

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Fund Disclosures

An investment in a money market fund is not insured or guaranteed by the FDIC or any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund.

A portion of the Fund's income may be subject to federal, state, and/or local income taxes or the alternative minimum tax (AMT).

1. Portfolio composition is subject to change and may have changed since the date specified.
2. The inception date of Institutional class shares was November 20, 1996. Historical performance shown for Institutional class prior to July 9, 2010 is based on the performance of the fund's predecessor, Evergreen Institutional Municipal Money Market Fund

Definition of Terms

Weekly Liquid Assets: Are cash, direct obligations of the U.S. government, government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature this is exercisable and payable within five business days.

Weighted Average Final Maturity (WAFM): WAFM calculates a fund's average time to maturity for all of the securities held in the portfolio, weighted to their percentage of assets in the fund. In contrast to WAM, the WAFM calculation takes into account the final maturity date for each security held in the portfolio. This is a way to measure a fund's potential sensitivity to credit spread changes.

Weighted Average Maturity (WAM): WAM calculates an average time to maturity of all of the securities held in the portfolio, weighted by each security's percentage of net assets. The calculation takes into account the final maturity of a fixed-income security and the interest rate reset date for floating-rate securities held in the portfolio. This is a way to measure a fund's sensitivity to potential interest rate changes.

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Prime Investment Money Market Fund - Institutional

Key Facts

S&P Rating	AAAm
Moody's Rating	Aaa
Share Class	Institutional
Investment Minimum	$10 Million
Ticker	PIIXX
CUSIP	94975P504
Net Expense Ratio	0.20%
Total Fund Assets	$10.2 Billion
Fund Manager	David D. Sylvester, Laurie White
Inception Date	09-02-98
Trading Deadline	5:00 PM, Eastern Time

Performance[2]

Current Yield as of 9-30-10

7-Day SEC Yield
0.16%

Average Monthly Total Returns as of 9/30/2010

Month	30-Day Current Yield
September 2009	0.23%
October 2009	0.20%
November 2009	0.14%
December 2009	0.13%
January 2010	0.10%
February 2010	0.08%
March 2010	0.08%
April 2010	0.10%
May 2010	0.14%
June 2010	0.18%
July 2010	0.20%
August 2010	0.19%
September 2010	0.17%

Average Annual Total Returns as of 09-30-10

1 Year	3 Year	5 Year	10 Year	Since Inception
0.14%	1.48%	2.85%	2.50%	2.98%

The adviser has committed to certain fee waivers and/or expense reimbursements. These reductions may be discontinued at any time. If fees had not been waived, the 7-Day current yield would have been 0.12%, and the total return would have been lower.

Principal Investment Strategies

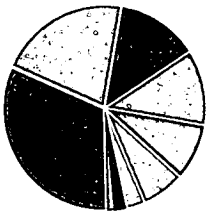
Seeks current income, while preserving capital and liquidity by investing in high-quality, short-term U.S. dollar-denominated money market instruments of domestic and foreign issuers.

Portfolio Composition[1]

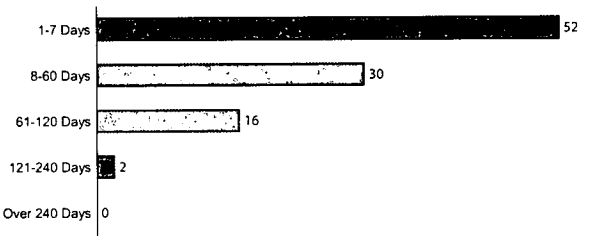
% of Portfolio

- Asset Backed CP: 32%
- Certificate of Deposit: 21%
- Financial Company CP: 13%
- Government Agency Repo: 12%
- Variable Rate Demand Note: 9%
- Treasury Repurchase Agreement: 7%
- Treasury Debt: 3%
- Other Note: 2%
- Other: 1%

Total: 100%



Portfolio Maturity Schedule (%)



Money Market Fund Statistics

Weighted Average Maturity: 24 Days
Weighted Average Final Maturity: 39 Days

Daily Liquid Assets: 39%
Weekly Liquid Assets: 54%

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Fund Disclosures

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1. Portfolio composition is subject to change and may have changed since the date specified.
2. Institutional Class shares incepted on July 28, 2003. Performance shown prior to the inception of the Institutional Class reflects the performance of the Service Class shares, and includes expenses that are not applicable to and higher than those of the Institutional Class shares.

Definition of Terms

Daily Liquid Assets: Are cash, direct obligations of the U.S. government, or securities that will mature or are subject to a demand feature exercisable and payable within one business day.

Weekly Liquid Assets: Are cash, direct obligations of the U.S. government, government securities issued on authority granted by the U.S. Congress that are issued at a discount to the principal amount to be repaid at maturity and have remaining maturity of 60 days or less or will mature or are subject to a demand feature this is exercisable and payable within five business days.

Weighted Average Final Maturity (WAFM): WAFM calculates a fund's average time to maturity for all of the securities held in the portfolio, weighted to their percentage of assets in the fund. In contrast to WAM, the WAFM calculation takes into account the final maturity date for each security held in the portfolio. This is a way to measure a fund's potential sensitivity to credit spread changes.

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WELLS FARGO ADVANTAGE MONEY MARKET FUNDS

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Treasury Plus Money Market Fund - Institutional

Key Facts

S&P Rating	AAAm
Moody's Rating	Aaa
Share Class	Institutional
Investment Minimum	$10 Million
Ticker	PISXX
CUSIP	94975H296
Net Expense Ratio	0.20%
Total Fund Assets	$10.5 Billion
Fund Manager	David D. Sylvester, Laurie White
Inception Date	10-01-85
Trading Deadline	5:00 PM, Eastern Time

Performance

Current Yield as of 9-30-10

7-Day SEC Yield
0.02%

Average Monthly Total Returns as of 9/30/2010

Month	30-Day Current Yield
September 2009	0.01%
October 2009	0.01%
November 2009	0.01%
December 2009	0.01%
January 2010	0.01%
February 2010	0.01%
March 2010	0.01%
April 2010	0.01%
May 2010	0.01%
June 2010	0.01%
July 2010	0.01%
August 2010	0.02%
September 2010	0.02%

Average Annual Total Returns as of 09-30-10

1 Year	3 Year	5 Year	10 Year	Since Inception
0.01%	0.87%	2.41%	2.32%	4.29%

The adviser has committed to certain fee waivers and/or expense reimbursements. These reductions may be discontinued at any time. If fees had not been waived, the 7-Day current yield would have been -0.01%, and the total return would have been lower.

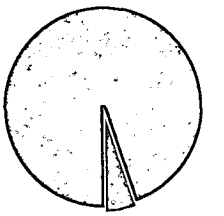
Principal Investment Strategies

Seeks current income, while preserving capital and liquidity by investing in high-quality, short-term money market instruments that consist of U.S. Treasury obligations and repurchase agreements collateralized by U.S. Treasury obligations.

Portfolio Composition[1]

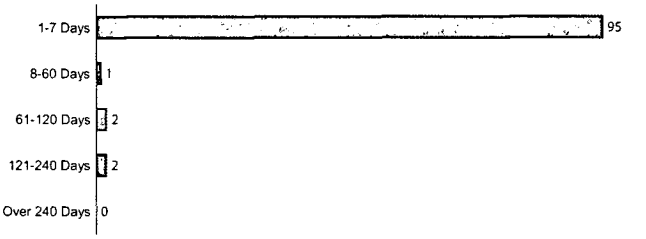
% of Portfolio

- Treasury Repurchase Agreement: 95%
- Treasury Debt: 5%



Total: 100%

Portfolio Maturity Schedule (%)



Money Market Fund Statistics

Weighted Average Maturity: 7 Days
Weighted Average Final Maturity: 7 Days

Daily Liquid Assets: 93%
Weekly Liquid Assets: 100%

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The U.S. Government guarantee applies to certain underlying securities and NOT to shares of the Fund.
1. Portfolio composition is subject to change and may have changed since the date specified.

Definition of Terms

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Rating agencies: The ratings indicated are from Standard & Poor's, Moody's Investors Service and/or Fitch Ratings Ltd. (together "rating agencies"). Standard & Poor's is a trademark of McGraw-Hill, Inc., and has been licensed. The Fund is not sponsored, endorsed, sold, or promoted by these rating agencies, and these rating agencies make no representation regarding the advisability of investing in the Fund. The credit rating is a forward-looking opinion about a Fund's potential capacity to maintain stable principal or stable net asset value. The ratings are opinions as of the date they are expressed and not statements of fact or recommendations to purchase, hold, or sell any security. Standard & Poor's rates the creditworthiness of money market funds from AAAm (highest) to Dm(lowest). Ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the ratings categories. Moody's rates the creditworthiness of money market funds from Aaa (highest) to C (lowest). Ratings Aa to Caa may be modified by the addition of a number 1 (highest) to 3 (lowest) to show relative standing within the ratings categories. Fitch Ratings Ltd. rates the creditworthiness of money market funds, ranging from AAAmmf (highest) to Bmmf (lowest).

This fact sheet must be accompained or preceded by a current prospectus for Institutional shares of the Wells Fargo Advantage Money Market Funds.
Wells Fargo Funds Management, LLC, a wholly owned subsidiary of Wells Fargo & Company, provides investment advisory and administrative services for *Wells Fargo Advantage Funds.* Other affiliates of Wells Fargo & Company provide subadvisory and other services for the Funds. The Funds are distributed b **Wells Fargo Funds Distributor, LLC,** Member FINRA/SIPC, an affiliate of Wells Fargo & Company.

NOT FDIC INSURED • NO BANK GUARANTEE • MAY LOSE VALUE

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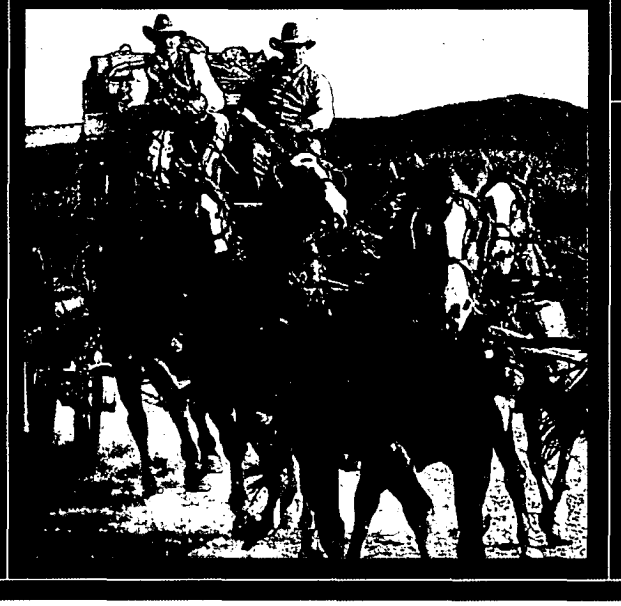


July 1, 2010 and July 12, 2010, as amended September 1, 2010

Prospectus

Institutional Class

Wells Fargo Advantage Funds® - Money Market Funds

California Municipal Money Market Fund
– WCTXX

Cash Investment Money Market Fund
– WFIXX

Government Money Market Fund
– GVIXX

Heritage Money Market Fund
– SHIXX

Municipal Money Market Fund
- WMTXX

Municipal Cash Management Money Market Fund
- EMMXX

National Tax-Free Money Market Fund
– WFNXX

Prime Investment Money Market Fund
– PIIXX

Treasury Plus Money Market Fund
– PISXX

These securities have not been approved or disapproved by the U.S. Securities and Exchange Commission (SEC), nor has the SEC passed upon the accuracy or adequacy of this Prospectus. Any representation to the contrary is a criminal offense.

Fund shares are NOT deposits or other obligations of, or guaranteed by, Wells Fargo Bank, N.A., its affiliates or any other depository institution. Fund shares are not insured or guaranteed by the U.S. Government, the Federal Deposit Insurance Corporation or any other government agency.

Table of Contents

Fund Summaries
A summary of information about each Fund, including: investment objective, fees and expenses, portfolio turnover, principal investment strategies, principal risks, performance history, management of the Fund, transaction policies and tax information.

The Funds
Information about each Fund you should know before investing, including: investment objective, principal investments, principal investment strategies, and principal risks.

Organization and Management of the Funds
Information about the Funds' organization and the companies managing your money.

Your Account
Information about how Fund shares are priced and how to buy, sell and exchange Fund shares.

Other information
Information about distributions, taxes and financial highlights.

Fund Summaries

California Municipal Money Market Fund Summary 3
Cash Investment Money Market Fund Summary 7
Government Money Market Fund Summary 11
Heritage Money Market Fund Summary 15
Municipal Money Market Fund Summary 19
Municipal Cash Management Money Market Fund Summary 23
National Tax-Free Money Market Fund Summary 27
Prime Investment Money Market Fund Summary 31
Treasury Plus Money Market Fund Summary 35

The Funds

Key Fund Information 40
California Municipal Money Market Fund 42
Cash Investment Money Market Fund 43
Government Money Market Fund 44
Heritage Money Market Fund 45
Municipal Money Market Fund 46
Municipal Cash Management Money Market Fund 47
National Tax-Free Money Market Fund 48
Prime Investment Money Market Fund 49
Treasury Plus Money Market Fund 50
Description of Principal Investment Risks 51
Portfolio Holdings Information 54

Organization and Management of the Funds

Organization and Management of the Funds 55
About Wells Fargo Funds Trust 55
The Investment Adviser 55
The Sub-Adviser 56
Dormant Multi-Manager Arrangement 57

Your Account

Compensation to Dealers and Shareholder Servicing Agents 58
Pricing of Fund Shares 59
How to Buy Shares 60
How to Sell Shares 62
How to Exchange Shares 64
Account Policies 65

Table of Contents

Other Information

Distributions 66
Taxes 67
Additional Performance Information 68
Financial Highlights 69

CALIFORNIA MUNICIPAL MONEY MARKET FUND SUMMARY

Investment Objective

The California Municipal Money Market Fund seeks current income exempt from regular federal income tax and California individual income tax, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)[1]

Management Fees	0.10%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.16%
Total Annual Fund Operating Expenses	**0.26%**
Fee Waivers	0.06%
Total Annual Fund Operating Expenses After Fee Waiver[2]	**0.20%**

1. Expenses have been adjusted as necessary from amounts incurred during the Fund's most recent fiscal year to reflect current fees and expenses.
2. Funds Management has committed through July 11, 2013 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After	
1 Year	$20
3 Years	$64
5 Years	$127
10 Years	$312

Principal Investment Strategies

Under normal circumstances,we invest exclusively in high-quality, short-term money market instruments. At least 80% of the Fund's net assets are invested in municipal obligations that pay interest exempt from California individual income tax and regular federal income tax, but not necessarily the federal alternative minimum tax (AMT). We may also invest any amount of the Fund's total assets in municipal obligations that pay interest subject to federal AMT. The Fund attempts to invest exclusively in municipal obligations that pay interest exempt from California individual income tax and regular federal income tax, however, it is possible that the Fund may invest up to 20% of its net assets in high-quality, short-term money market instruments that pay interest subject to California individual income tax and regular federal income tax.

We may invest a portion of the Fund's total assets in the securities of territories and possessions of the U.S. or their political subdivisions and financing authorities that pay interest exempt from regular federal income tax and California individual income tax.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

California Municipal Securities Risk. California is experiencing extreme economic, budgetary, and financial stress, resulting in weakened economic and revenue performance for the State and its agencies or municipalities and downgrades to the credit ratings of the State's general obligation debt. These events may adversely impact the liquidity and values of the California municipal securities in which the Fund invests.

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

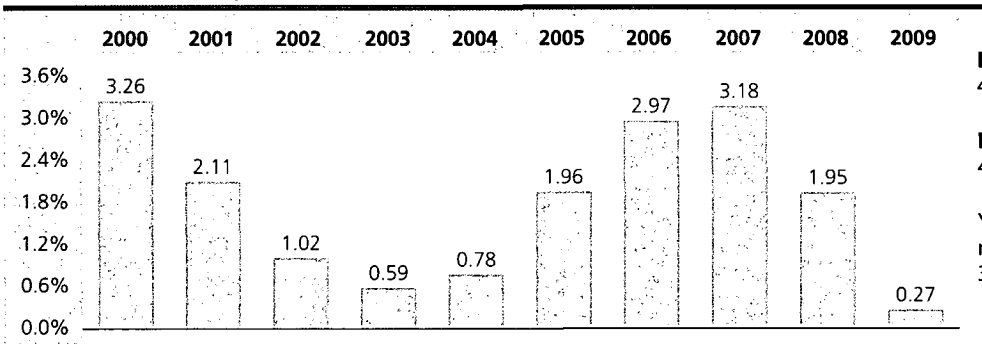
Municipal Securities Risk. Municipal securities rely on the creditworthiness or revenue production of their issuers or auxiliary credit enhancement features. The Fund may invest 25% or more of its total assets in municipal securities that are related in such a way that political, economic or business developments affecting one obligation would affect the others. Tax authorities are paying increased attention as to whether interest on municipal obligations is tax exempt, and we cannot assure you that a tax authority will not successfully challenge the exemption of a bond held by the Fund. The ongoing issues facing the national economy are negatively impacting the economic performance of many issuers of municipal securities, and may increase the likelihood that issuers of securities in which the Fund may invest may be unable to meet their obligations.

Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at *www.wellsfargo.com/advantagefunds*. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (Incepted on March 31, 2008)



Highest Quarter:
4th Quarter 2000 +0.87%

Lowest Quarter:
4th Quarter 2009 +0.03%

Year-to-date total return as of 3/31/2010 is +0.01%

Average Annual Total Returns for the periods ended 12/31/2009

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	3/31/2008	0.27%	2.06%	1.80%

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) ***Minimum Additional Investment*** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

The Fund's distributions normally consist of exempt-interest dividends, which are generally not taxable to you for federal income tax purposes, but may be subject to the federal alternative minimum tax. A portion of the Fund's distributions may not qualify as exempt-interest dividends; such distributions will generally be taxable to you as ordinary income or capital gains, unless you are investing through a tax-deferred arrangement, such as a 401(k) plan or an individual retirement account.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

CASH INVESTMENT MONEY MARKET FUND SUMMARY

Investment Objective

The Cash Investment Money Market Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.10%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.14%
Total Annual Fund Operating Expenses	**0.24%**
Fee Waivers	0.04%
Total Annual Fund Operating Expenses After Fee Waiver[1]	**0.20%**

1. Funds Management has committed through June 30, 2011 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After	
1 Year	$20
3 Years	$73
5 Years	$131
10 Years	$302

Principal Investment Strategies

Under normal circumstances,we invest exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers.We will only purchase First Tier securities. These include, but are not limited to, bank obligations such as time deposits and certificates of deposit, government securities, asset-backed securities, commercial paper, corporate bonds and repurchase agreements. These investments may have fixed, floating, or variable rates of interest and may be obligations of U.S. or foreign issuers. We may invest more than 25% of the Fund's total assets in U.S. dollar-denominated obligations of U.S. banks.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

Counter-Party Risk. A Fund may incur a loss if the other party to an investment contract, such as a derivative or a repurchase or reverse repurchase agreement, fails to fulfill its contractual obligation to the Fund.

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Foreign Investment Risk. Foreign investments face the potential of heightened illiquidity, greater price volatility and adverse effects of political, regulatory, tax, currency, economic or other macroeconomic developments.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

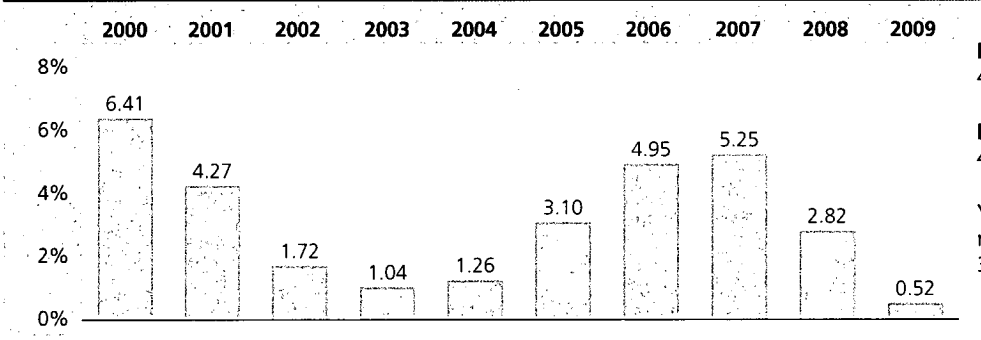
Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at *www.wellsfargo.com/advantagefunds*. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (incepted on October 14, 1987)



Highest Quarter:
4th Quarter 2000 +1.64%

Lowest Quarter:
4th Quarter 2009 +0.05%

Year-to-date total return as of 3/31/2010 is +0.02%

Average Annual Total Returns for the periods ended 12/31/2009

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	10/14/1987	0.52%	3.32%	3.12%

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) **Minimum Additional Investment** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

GOVERNMENT MONEY MARKET FUND SUMMARY

Investment Objective

The Government Money Market Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.10%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.15%
Total Annual Fund Operating Expenses	**0.25%**
Fee Waivers	0.05%
Total Annual Fund Operating Expenses After Fee Waiver[1]	**0.20%**

1. Funds Management has committed through July 11, 2013 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After	
1 Year	$20
3 Years	$75
5 Years	$136
10 Years	$313

Principal Investment Strategies

Under normal circumstances, we invest exclusively in high-quality, short-term money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations. These investments may have fixed, floating, or variable rates of interest.

Our security selection is based on several factors, including yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

Counter-Party Risk. A Fund may incur a loss if the other party to an investment contract, such as a derivative or a repurchase or reverse repurchase agreement, fails to fulfill its contractual obligation to the Fund.

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

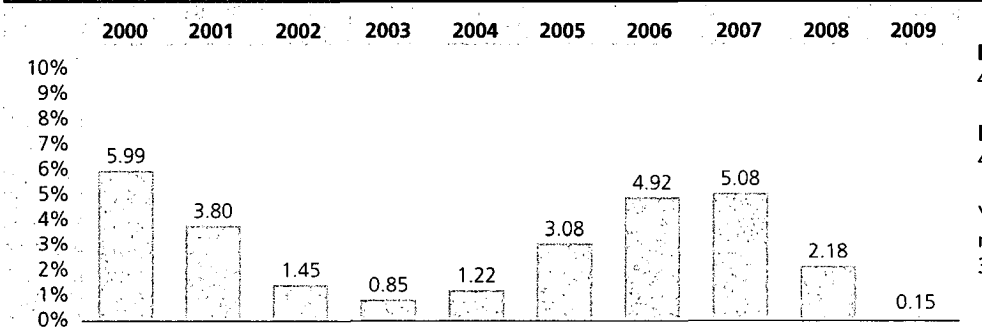
Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at *www.wellsfargo.com/advantagefunds*. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (incepted on July 28, 2003)



Highest Quarter:
4th Quarter 2000 +1.54%

Lowest Quarter:
4th Quarter 2009 +0.00%

Year-to-date total return as of 3/31/2010 is +0.00%

Average Annual Total Returns for the periods ended 12/31/2009

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	7/28/2003	0.15%	3.06%	2.85%

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) **Minimum Additional Investment** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

HERITAGE MONEY MARKET FUND SUMMARY

Investment Objective

The Heritage Money Market Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.10%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.14%
Total Annual Fund Operating Expenses	**0.24%**
Fee Waivers	0.04%
Total Annual Fund Operating Expenses After Fee Waiver[1]	**0.20%**

1. Funds Management has committed through July 11, 2013 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	$20
3 Years	$64
5 Years	$122
10 Years	$293

Principal Investment Strategies

Under normal circumstances, we invest exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers. We will only purchase First Tier securities. These include, but are not limited to, bank obligations such as time deposits and certificates of deposit, government securities, asset-backed securities, commercial paper, corporate bonds and repurchase agreements. These investments may have fixed, floating, or variable rates of interest and may be obligations of U.S. or foreign issuers. We may invest more than 25% of the Fund's total assets in U.S. dollar-denominated obligations of U.S. banks.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

Counter-Party Risk. A Fund may incur a loss if the other party to an investment contract, such as a derivative or a repurchase or reverse repurchase agreement, fails to fulfill its contractual obligation to the Fund.

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Foreign Investment Risk. Foreign investments face the potential of heightened illiquidity, greater price volatility and adverse effects of political, regulatory, tax, currency, economic or other macroeconomic developments.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

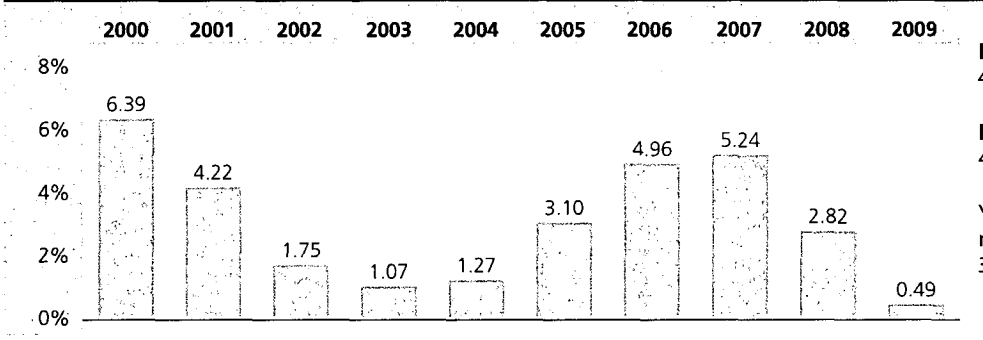
Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at *www.wellsfargo.com/advantagefunds*. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (Incepted on March 31, 2000)



Highest Quarter:
4th Quarter 2000 +1.65%

Lowest Quarter:
4th Quarter 2009 +0.04%

Year-to-date total return as of 3/31/2010 is +0.02%

Average Annual Total Returns for the periods ended 12/31/2009

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	3/31/2000	0.49%	3.31%	3.11%

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) **Minimum Additional Investment** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

MUNICIPAL MONEY MARKET FUND SUMMARY

Investment Objective

The Municipal Money Market Fund seeks current income exempt from regular federal income tax, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)[1]

Management Fees	0.28%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.15%
Total Annual Fund Operating Expenses	**0.43%**
Fee Waivers	0.23%
Total Annual Fund Operating Expenses After Fee Waiver[2]	**0.20%**

1. Expenses have been adjusted as necessary from amounts incurred during the Fund's most recent fiscal year to reflect current fees and expenses.
2. Funds Management has committed through July 11, 2013 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	$20
3 Years	$64
5 Years	$168
10 Years	$471

Principal Investment Strategies

Under normal circumstances, we invest exclusively in high-quality, short-term money market instruments. At least 80% of the Fund's net assets are invested in municipal obligations that pay interest exempt from regular federal income tax, but not necessarily the federal alternative minimum tax (AMT). The Fund attempts to invest exclusively in these securities however, it is possible that the Fund may invest up to 20% of its net assets in high-quality, short-term money market instruments that pay interest subject to regular federal income tax. We may also invest any amount in securities that pay interest subject to the federal AMT.

We actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of states, territories and possessions of the U.S. or their political subdivisions and financing authorities. These investments may have fixed, floating, or variable rates of interest. We will only purchase First Tier securities.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

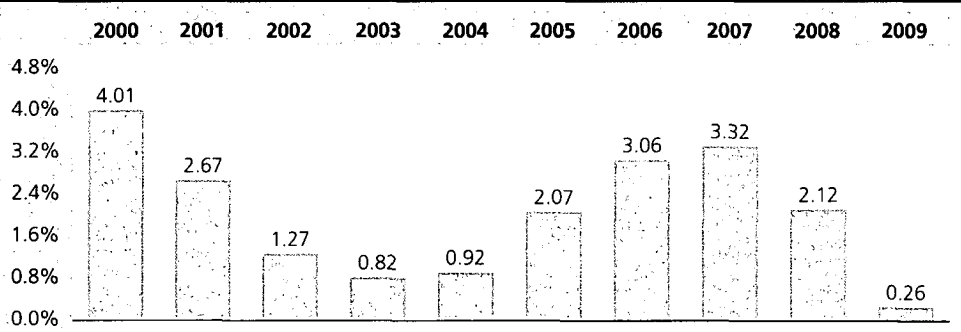
Municipal Securities Risk. Municipal securities rely on the creditworthiness or revenue production of their issuers or auxiliary credit enhancement features. The Fund may invest 25% or more of its total assets in municipal securities that are related in such a way that political, economic or business developments affecting one obligation would affect the others. Tax authorities are paying increased attention as to whether interest on municipal obligations is tax exempt, and we cannot assure you that a tax authority will not successfully challenge the exemption of a bond held by the Fund. The ongoing issues facing the national economy are negatively impacting the economic performance of many issuers of municipal securities, and may increase the likelihood that issuers of securities in which the Fund may invest may be unable to meet their obligations.

Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at www.wellsfargo.com/advantagefunds. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (Incepted on July 9, 2010)[1]



Highest Quarter:
4th Quarter 2000 +1.05%

Lowest Quarter:
4th Quarter 2009 +0.00%

Year-to-date total return as of 3/31/2010 is +0.00%

Average Annual Total Returns for the periods ended 12/31/2009[1]

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	7/9/2010	0.26%	2.16%	2.05%

1. Performance shown for Institutional Class shares reflects the performance of the Service Class shares, and is not adjusted to reflect Institutional Class expenses.

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) **Minimum Additional Investment** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

The Fund's distributions normally consist of exempt-interest dividends, which are generally not taxable to you for federal income tax purposes, but may be subject to the federal alternative minimum tax. A portion of the Fund's distributions may not qualify as exempt-interest dividends; such distributions will generally be taxable to you as ordinary income or capital gains, unless you are investing through a tax-deferred arrangement, such as a 401(k) plan or an individual retirement account.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

MUNICIPAL CASH MANAGEMENT MONEY MARKET FUND SUMMARY

Investment Objective

The Municipal Cash Management Money Market Fund seeks current income exempt from regular federal income tax, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)[1]

Management Fees	0.10%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.14%
Total Annual Fund Operating Expenses	**0.24%**
Fee Waivers	0.04%
Total Annual Fund Operating Expenses After Fee Waiver[2]	**0.20%**

1. Expenses have been adjusted as necessary from amounts incurred during the Fund's most recent fiscal year to reflect current fees and expenses.
2. Funds Management has committed through July 11, 2013 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	$20
3 Years	$64
5 Years	$122
10 Years	$293

Principal Investment Strategies

Under normal circumstances, we invest exclusively in high-quality, short-term money market instruments. At least 80% of the Fund's net assets are invested in municipal obligations that pay interest exempt from regular federal income tax, but not necessarily the federal alternative minimum tax (AMT). The Fund attempts to invest exclusively in these securities however, it is possible that the Fund may invest up to 20% of its net assets in high-quality, short-term money market instruments that pay interest subject to regular federal income tax. We may also invest any amount in securities that pay interest subject to federal AMT.

We actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of states, territories and possessions of the U.S. or their political subdivisions and financing authorities. These investments may have fixed, floating, or variable rates of interest. We will only purchase First Tier securities.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

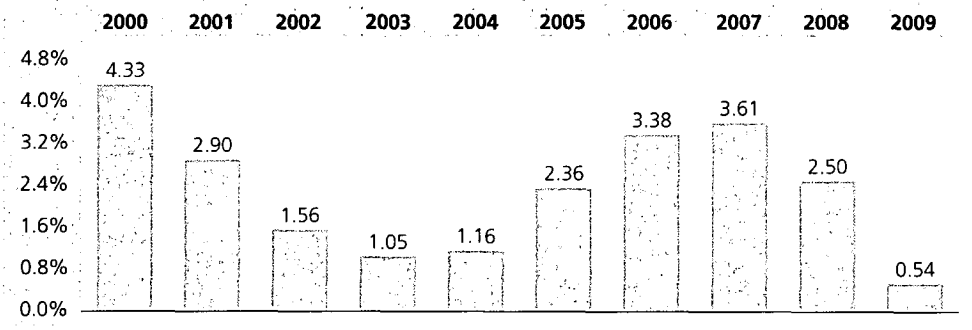
Municipal Securities Risk. Municipal securities rely on the creditworthiness or revenue production of their issuers or auxiliary credit enhancement features. The Fund may invest 25% or more of its total assets in municipal securities that are related in such a way that political, economic or business developments affecting one obligation would affect the others. Tax authorities are paying increased attention as to whether interest on municipal obligations is tax exempt, and we cannot assure you that a tax authority will not successfully challenge the exemption of a bond held by the Fund. The ongoing issues facing the national economy are negatively impacting the economic performance of many issuers of municipal securities, and may increase the likelihood that issuers of securities in which the Fund may invest may be unable to meet their obligations.

Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at www.wellsfargo.com/advantagefunds. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (Incepted on November 20, 1996)



Highest Quarter:
2nd Quarter 2000 +1.13%

Lowest Quarter:
4th Quarter 2009 +0.05%

Year-to-date total return as of 3/31/2010 is +0.02%

Average Annual Total Returns for the periods ended 12/31/2009

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	11/20/1996	0.54%	2.47%	2.33%

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) **Minimum Additional Investment** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

The Fund's distributions normally consist of exempt-interest dividends, which are generally not taxable to you for federal income tax purposes, but may be subject to the federal alternative minimum tax. A portion of the Fund's distributions may not qualify as exempt-interest dividends; such distributions will generally be taxable to you as ordinary income or capital gains, unless you are investing through a tax-deferred arrangement, such as a 401(k) plan or an individual retirement account.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

NATIONAL TAX-FREE MONEY MARKET FUND SUMMARY

Investment Objective

The National Tax-Free Money Market Fund seeks current income exempt from federal income tax, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.10%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.16%
Total Annual Fund Operating Expenses	**0.26%**
Fee Waivers	0.06%
Total Annual Fund Operating Expenses After Fee Waiver[1]	**0.20%**

1. Funds Management has committed through June 30, 2011 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After	
1 Year	$20
3 Years	$78
5 Years	$140
10 Years	$325

Principal Investment Strategies

Under normal circumstances, we invest exclusively in high-quality, short-term money market instruments. At least 80% of the Fund's net assets are invested in municipal obligations that pay interest exempt from federal income tax and federal alternative minimum tax (AMT). The Fund attempts to invest exclusively in these securities however, it is possible that the Fund may invest up to 20% of its net assets in high quality, short-term money market instruments that pay interest subject to federal income tax or federal AMT.

We actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of states, territories and possessions of the U.S. or their political subdivisions or financing authorities. These investments may have fixed, floating, or variable rates of interest. We will only purchase First Tier securities.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

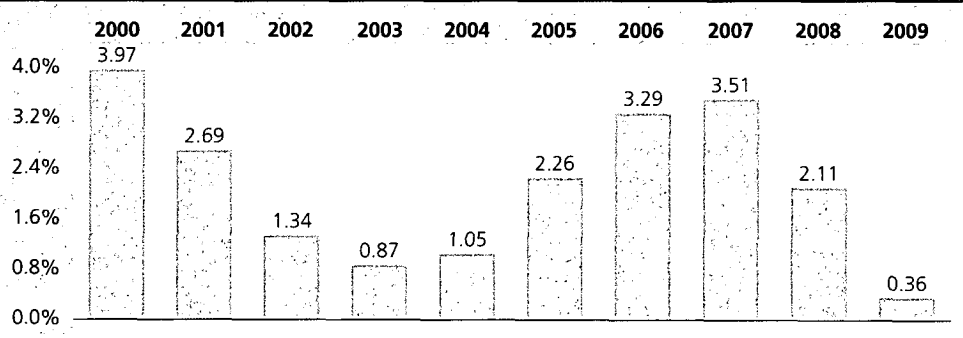
Municipal Securities Risk. Municipal securities rely on the creditworthiness or revenue production of their issuers or auxiliary credit enhancement features. The Fund may invest 25% or more of its total assets in municipal securities that are related in such a way that political, economic or business developments affecting one obligation would affect the others. Tax authorities are paying increased attention as to whether interest on municipal obligations is tax exempt, and we cannot assure you that a tax authority will not successfully challenge the exemption of a bond held by the Fund. The ongoing issues facing the national economy are negatively impacting the economic performance of many issuers of municipal securities, and may increase the likelihood that issuers of securities in which the Fund may invest may be unable to meet their obligations.

Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at *www.wellsfargo.com/advantagefunds*. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (incepted on November 8, 1999)



Highest Quarter:
4th Quarter 2000 +1.54%

Lowest Quarter:
4th Quarter 2009 +0.00%

Year-to-date total return as of 3/31/2010 is +0.00%

Average Annual Total Returns for the periods ended 12/31/2009

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	11/8/1999	0.36%	2.30%	2.14%

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) **Minimum Additional Investment** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

The Fund's distributions normally consist of exempt-interest dividends, which are generally not taxable to you for federal income tax purposes, but may be subject to the federal alternative minimum tax. A portion of the Fund's distributions may not qualify as exempt-interest dividends; such distributions will generally be taxable to you as ordinary income or capital gains, unless you are investing through a tax-deferred arrangement, such as a 401(k) plan or an individual retirement account.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

PRIME INVESTMENT MONEY MARKET FUND SUMMARY

Investment Objective

The Prime Investment Money Market Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.10%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.14%
Total Annual Fund Operating Expenses	**0.24%**
Fee Waivers	0.04%
Total Annual Fund Operating Expenses After Fee Waiver[1]	**0.20%**

1. Funds Management has committed through June 30, 2011 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	$20
3 Years	$73
5 Years	$131
10 Years	$302

Principal Investment Strategies

Under normal circumstances, we invest exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers. We will only purchase First Tier securities. These include, but are not limited to, bank obligations such as time deposits and certificates of deposit, government securities, asset-backed securities, commercial paper, corporate bonds and repurchase agreements. These investments may have fixed, floating, or variable rates of interest and may be obligations of U.S. or foreign issuers. We may invest more than 25% of the Fund's total assets in U.S. dollar-denominated obligations of U.S. banks.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

Counter-Party Risk. A Fund may incur a loss if the other party to an investment contract, such as a derivative or a repurchase or reverse repurchase agreement, fails to fulfill its contractual obligation to the Fund.

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Foreign Investment Risk. Foreign investments face the potential of heightened illiquidity, greater price volatility and adverse effects of political, regulatory, tax, currency, economic or other macroeconomic developments.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

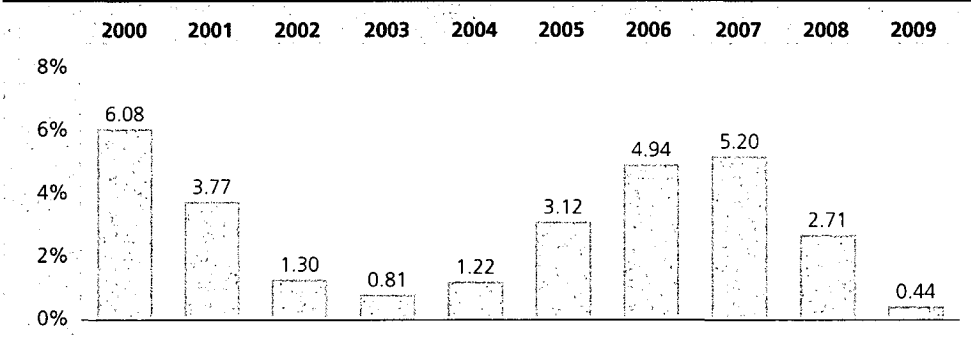
Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

U.S. Government Obligations Risk. U.S. Government obligations may be adversely impacted by changes in interest rates, and may not be backed by the full faith and credit of the U.S. Government.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at *www.wellsfargo.com/advantagefunds*. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (Incepted on July 28, 2003)



Highest Quarter:
3rd Quarter 2000 +1.56%

Lowest Quarter:
4th Quarter 2009 +0.04%

Year-to-date total return as of 3/31/2010 is +0.02%

Average Annual Total Returns for the periods ended 12/31/2009

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	7/28/2003	0.44%	3.27%	2.94%

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) **Minimum Additional Investment** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

TREASURY PLUS MONEY MARKET FUND SUMMARY

Investment Objective

The Treasury Plus Money Market Fund seeks current income, while preserving capital and liquidity.

Fees and Expenses

These tables are intended to help you understand the various costs and expenses you will pay if you buy and hold shares of the Fund.

Shareholder Fees (Fees paid directly from your investment)

Maximum sales charge (load) imposed on purchases	None
Maximum deferred sales charge (load)	None

Annual Fund Operating Expenses (expenses that you pay each year as a percentage of the value of your investment)

Management Fees	0.10%
Distribution (12b-1) Fees	0.00%
Other Expenses	0.15%
Total Annual Fund Operating Expenses	**0.25%**
Fee Waivers	0.05%
Total Annual Fund Operating Expenses After Fee Waiver[1]	**0.20%**

1. Funds Management has committed through July 11, 2013 to waive fees and/or reimburse expenses to the extent necessary to ensure that the Fund's Total Annual Fund Operating Expenses After Fee Waiver, excluding brokerage commissions, interest, taxes, extraordinary expenses, and the expenses of any money market fund or other fund held by the Fund, do not exceed the Total Annual Fund Operating Expenses After Fee Waiver shown. After this time, the Total Annual Fund Operating Expenses After Fee Waiver may be increased or the commitment to maintain the same may be terminated only with the approval of the Board of Trustees.

Example of Expenses

The example below is intended to help you compare the costs of investing in the Fund with the costs of investing in other mutual funds. The example assumes a $10,000 initial investment, 5% annual total return, and that operating expenses remain the same as in the tables above. The fee waiver in the Total Annual Fund Operating Expenses After Fee Waiver is only reflected for the length of the waiver commitment in each of the following time periods. Although your actual costs may be higher or lower, based on these assumptions your costs would be:

After:	
1 Year	$20
3 Years	$75
5 Years	$136
10 Years	$313

Principal Investment Strategies

Under normal circumstances, we invest exclusively in high-quality, short-term money market instruments that consist of U.S. Treasury obligations and repurchase agreements collateralized by U.S. Treasury obligations.

Our security selection is based on several factors, including yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Investment Risks

Counter-Party Risk. A Fund may incur a loss if the other party to an investment contract, such as a derivative or a repurchase or reverse repurchase agreement, fails to fulfill its contractual obligation to the Fund.

Debt Securities Risk. The issuer of a debt security may fail to pay interest or principal when due, and changes in market interest rates may reduce the value of debt securities or reduce the Fund's returns.

Issuer Risk. The value of a security may decline because of adverse events or circumstances that directly relate to conditions at the issuer or any entity providing it credit or liquidity support.

Management Risk. There is no guarantee of the Fund's performance or that the Fund will meet its objective. The market value of your investment may decline and you may suffer investment loss. An investment in the Fund is not a deposit of Wells Fargo Bank, N.A. or its affiliates and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency.

Market Risk. The market price of securities owned by the Fund may rapidly or unpredictably decline due to factors affecting securities markets generally or particular industries.

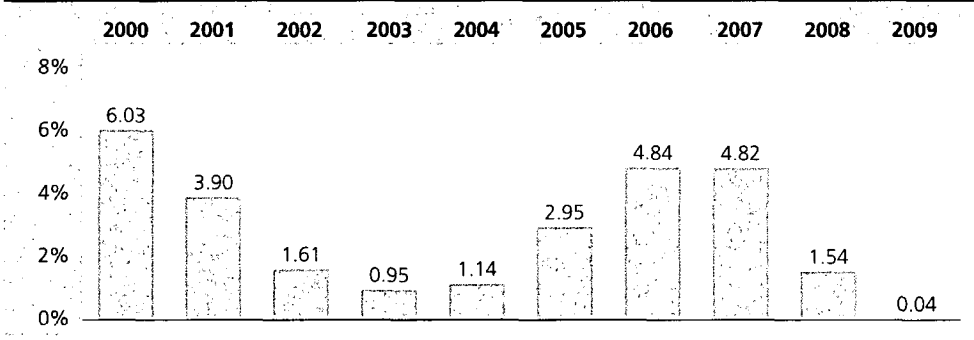
Money Market Fund Risk. Although the Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in the Fund.

Regulatory Risk. Changes in government regulations may adversely affect the value of a security.

Performance

The following information provides some indication of the risks of investing in the Fund by showing changes in the Fund's performance from year to year. Past performance is no guarantee of future results. Current month-end performance is available on the Fund's Web site at www.wellsfargo.com/advantagefunds. To obtain a current 7-day yield for the Fund call toll-free 1-800-222-8222.

Calendar Year Total Returns as of 12/31 each year
Institutional Class (Incepted on August 11, 1995)



Highest Quarter:
4th Quarter 2000 +1.58%

Lowest Quarter:
4th Quarter 2009 +0.00%

Year-to-date total return as of 3/31/2010 is +0.00%

Average Annual Total Returns for the periods ended 12/31/2009

	Inception Date of Share Class	1 Year	5 Year	10 Year
Institutional Class	8/11/1995	0.04%	2.82%	2.76%

Fund Management

Investment Adviser	Sub-Adviser
Wells Fargo Funds Management, LLC	Wells Capital Management Incorporated

Summary of Important Information Regarding Purchase and Sale of Fund Shares

Transaction Policies

Institutional Class shares are offered for primarily for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Institutional Class shares may also be offered through certain financial intermediaries that may charge their customers transaction or other fees.

Institutions Purchasing Fund Shares	To Place Orders or Redeem Shares
Minimum Initial Investment Institutional Class: $10 million (certain eligible investors may not be subject to a minimum initial investment) **Minimum Additional Investment** Institutional Class: None **Opening an Account** Institutions which currently have another account with *Wells Fargo Advantage Funds* may open an account by phone or internet. If the institution does not have an account, contact your investment representative.	**Mail:** *Wells Fargo Advantage Funds* P.O. Box 8266 Boston, MA 02266-8266 **Internet:** www.wellsfargo.com/advantagefunds **Phone or Wire:** 1-800-222-8222 **Contact your investment representative.**

Tax Information

Any distributions you receive from the Fund may be taxable as ordinary income or capital gains, except when your investment is in an IRA, 401(k) or other tax advantaged investment plan.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or other intermediary and your salesperson to recommend the Fund over another investment. Consult your salesperson or visit your financial intermediary's Web site for more information.

The information provided in this Prospectus is not intended for distribution to, or use by, any person or entity in any non-U.S. jurisdiction or country where such distribution or use would be contrary to law or regulation, or which would subject Fund shares to any registration requirement within such jurisdiction or country.

The Funds are distributed by Wells Fargo Funds Distributor, LLC, a member of FINRA/SIPC, and an affiliate of Wells Fargo & Company. Securities Investor Protection Corporation ("SIPC") information and brochure are available at www.SIPC.org or by calling SIPC at (202) 371-8300.

Key Fund Information

This Prospectus contains information about certain Funds within the *Wells Fargo Advantage Funds®* family and is designed to provide you with important information to help you with your investment decisions. Please read it carefully and keep it for future reference.

In this Prospectus, "we" generally refers to Wells Fargo Funds Management, LLC (Funds Management) or the sub-adviser. "We" may also refer to the Funds' other service providers. "You" refers to the shareholder or potential investor.

Investment Objective, Principal Investments and Principal Investment Strategies

The investment objective of each Fund in this Prospectus is non-fundamental; that is, it can be changed by a vote of the Board of Trustees alone. The objective and strategies description for each Fund tells you:

- what the Fund is trying to achieve;
- how we intend to invest your money; and
- what makes the Fund different from the other Funds offered in this Prospectus.

This section also provides a summary of each Fund's principal investment policies and practices. Unless otherwise indicated, these investment policies and practices apply on an ongoing basis. Percentages of "the Fund's net assets" are measured as percentages of net assets plus borrowings for investment purposes. The investment policy of the Government Money Market Fund and Treasury Plus Money Market Fund disclosed in each Fund's "Principal Investments" section may be changed by the Board of Trustees without shareholder approval, but shareholders would be given at least 60 days notice. The investment policies of the California Municipal Money Market Fund, Municipal Money Market Fund, Municipal Cash Management Money Market Fund and National Tax-Free Money Market Fund concerning "80% of the Fund's net assets" may only be changed with shareholder approval.

Principal Risk Factors

This section lists the principal risk factors for each Fund. A complete description of these and other risks is found in the "Description of Principal Investment Risks" section. It is possible to lose money by investing in a Fund.

About Wells Fargo Advantage Money Market Funds

All Wells Fargo Advantage Money Market Funds seek to provide current income, while preserving capital and liquidity by investing in a portfolio of money market instruments. A Fund may have additional investment objectives or restrictions.

Money market instruments are high quality, short-term investments that present minimal credit risk and may include securities such as U.S.Government obligations, bank obligations, corporate bonds, commercial paper, municipal securities, asset- and mortgage-backed securities, and repurchase agreements. All Wells Fargo Advantage Money Market Funds are managed to meet the requirements of Rule 2a-7 under the Investment Company Act of 1940, which provides that:

- Each Fund will seek to maintain a net asset value of $1.00 per share.
- Each Fund will only buy securities that have remaining maturities of 397 days or less as determined under Rule 2a-7.
- The dollar-weighted average maturity of each Fund will be 60 days or less.
- The dollar-weighted average final maturity of each Fund will be 120 days or less.
- Each Fund will invest only in U.S. dollar-denominated securities.
- Each Fund will value its assets based on the total market value of all of the securities it holds using the amortized cost method.

In order to obtain a rating from a rating organization, some Funds may observe additional investment restrictions.

Under normal circumstances, the Funds will invest the majority of their assets in First Tier Securities, consistent with Rule 2a-7.

California Municipal Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC
Sub-Adviser	Wells Capital Management Incorporated
Fund Inception:	1/1/1992
Institutional Class	Ticker: WCTXX Fund Number: 3163

Investment Objective

The California Municipal Money Market Fund seeks current income exempt from regular federal income tax and California individual income tax, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest:

- exclusively in high-quality, short-term money market instruments; and
- at least 80% of the Fund's net assets in municipal obligations that pay interest exempt from California individual income tax and regular federal income tax, but not necessarily the federal alternative minimum tax (AMT).

We may also invest:

- any amount of the Fund's total assets in municipal obligations that pay interest subject to federal AMT.

Principal Investment Strategies

We actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of the state of California, its cities, municipalities, political subdivisions and other public authorities. These investments may have fixed, floating, or variable rates of interest.

We may invest a portion of the Fund's total assets in the securities of territories and possessions of the U.S. or their political subdivisions and financing authorities that pay interest exempt from regular federal income tax and California individual income tax.

We invest principally in municipal obligations that pay interest exempt from California individual income tax and regular federal income tax, but not necessarily federal AMT. The Fund attempts to invest exclusively in municipal obligations that pay interest exempt from California individual income tax and regular federal income tax, however, it is possible that the Fund may invest up to 20% of its net assets in high-quality, short-term money market instruments that pay interest subject to California individual income tax and regular federal income tax.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

The Fund may temporarily deviate from its principal investment strategies by investing its assets in high-quality, short-term money market instruments that pay interest subject to California individual income tax or regular federal income tax. Circumstances in which the Fund may invest in these securities include, but are not limited to, periods of low or no availability of eligible municipal obligations or in order to manage liquidity. If the Fund invests in taxable securities, it may distribute taxable income.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- California Municipal Securities Risk
- Debt Securities Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Municipal Securities Risk
- Regulatory Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Cash Investment Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC
Sub-Adviser	Wells Capital Management Incorporated
Fund Inception:	10/14/1987
Institutional Class	Ticker: WFIXX Fund Number: 451

Investment Objective

The Cash Investment Money Market Fund seeks current income, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers.

Principal Investment Strategies

We actively manage a portfolio of high-quality, short-term, U.S. dollar-denominated money market instruments. We will only purchase First Tier securities. These include, but are not limited to, bank obligations such as time deposits and certificates of deposit, government securities, asset-backed securities, commercial paper, corporate bonds and repurchase agreements. These investments may have fixed, floating, or variable rates of interest and may be obligations of U.S. or foreign issuers.We may invest more than 25% of the Fund's total assets in U.S. dollar-denominated obligations of U.S. banks.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- Counter-Party Risk
- Debt Securities Risk
- Foreign Investment Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Regulatory Risk
- U.S.Government Obligations Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Government Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC
Sub-Adviser	Wells Capital Management Incorporated
Fund Inception:	11/16/1987
Institutional Class	Ticker: GVIXX Fund Number: 1751

Investment Objective

The Government Money Market Fund seeks current income, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest exclusively in high-quality, short-term money market instruments that consist of U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations.

Principal Investment Strategies

We actively manage a portfolio of short-term U.S. Government obligations and repurchase agreements collateralized by U.S. Government obligations. These investments may have fixed, floating, or variable rates of interest.

Our security selection is based on several factors, including yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- Counter-Party Risk
- Debt Securities Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Regulatory Risk
- U.S. Government Obligations Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Heritage Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC	
Sub-Adviser	Wells Capital Management Incorporated	
Fund Inception:	6/29/1995	
Institutional Class	Ticker: SHIXX	Fund Number: 3106

Investment Objective

The Heritage Money Market Fund seeks current income, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers.

Principal Investment Strategies

We actively manage a portfolio of high-quality, short-term, U.S. dollar-denominated money market instruments. We will only purchase First Tier securities. These include, but are not limited to, bank obligations such as time deposits and certificates of deposit, government securities, asset-backed securities, commercial paper, corporate bonds and repurchase agreements. These investments may have fixed, floating, or variable rates of interest and may be obligations of U.S. or foreign issuers.We may invest more than 25% of the Fund's total assets in U.S. dollar-denominated obligations of U.S. banks.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- Counter-Party Risk
- Debt Securities Risk
- Foreign Investment Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Regulatory Risk
- U.S. Government Obligations Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Municipal Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC	
Sub-Adviser	Wells Capital Management Incorporated	
Fund Inception:	11/2/1988	
Institutional Class (closed to new investors)	Ticker: WMTXX	Fund Number: 3164

Investment Objective

The Municipal Money Market Fund seeks current income exempt from regular federal income tax, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest:

- exclusively in high-quality, short-term money market instruments; and
- at least 80% of the Fund's net assets in municipal obligations that pay interest exempt from regular federal income tax, but not necessarily the federal alternative minimum tax (AMT).

We may also invest:

- any amount in securities that pay interest subject to the federal AMT.

Principal Investment Strategies

We actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of states, territories and possessions of the U.S. or their political subdivisions and financing authorities. These investments may have fixed, floating, or variable rates of interest. We will only purchase First Tier securities.

We invest principally in municipal obligations that pay interest exempt from regular federal income tax, but not necessarily federal AMT. The Fund attempts to invest exclusively in these securities however, it is possible that the Fund may invest up to 20% of its net assets in high quality, short-term money market instruments that pay interest subject to regular federal income tax.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

The Fund may temporarily deviate from its principal investment strategies by investing its assets in high-quality, short-term money market instruments that pay interest subject to regular federal income tax. Circumstances in which the Fund may invest in these securities include, but are not limited to, periods of low or no availability of eligible municipal obligations or in order to manage liquidity. If the Fund invests in taxable securities, it may distribute taxable income.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- Debt Securities Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Municipal Securities Risk
- Regulatory Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Municipal Cash Management Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC
Sub-Adviser	Wells Capital Management Incorporated
Fund Inception:	11/20/1996
Institutional Class	Ticker: EMMXX Fund Number: 496

Investment Objective

The Municipal Cash Management Money Market Fund seeks current income exempt from regular federal income tax, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest:

- exclusively in high-quality, short-term money market instruments; and
- at least 80% of the Fund's net assets in municipal obligations that pay interest exempt from regular federal income tax, but not necessarily the federal alternative minimum tax (AMT).

We may also invest:

- any amount in securities that pay interest subject to federal AMT.

Principal Investment Strategies

We actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of states, territories and possessions of the U.S. or their political subdivisions and financing authorities. These investments may have fixed, floating, or variable rates of interest. We will only purchase First Tier securities.

We invest principally in municipal obligations that pay interest exempt from regular federal income tax, but not necessarily federal AMT. The Fund attempts to invest exclusively in these securities however, it is possible that the Fund may invest up to 20% of its net assets in high quality, short-term money market instruments that pay interest subject to regular federal income tax.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

The Fund may temporarily deviate from its principal investment strategies by investing its assets in high-quality, short-term money market instruments that pay interest subject to regular federal income tax. Circumstances in which the Fund may invest in these securities include, but are not limited to, periods of low or no availability of eligible municipal obligations or in order to manage liquidity. If the Fund invests in taxable securities, it may distribute taxable income.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- Debt Securities Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Municipal Securities Risk
- Regulatory Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

National Tax-Free Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC
Sub-Adviser	Wells Capital Management Incorporated
Fund Inception:	1/7/1988
Institutional Class	Ticker: WFNXX Fund Number: 477

Investment Objective

The National Tax-Free Money Market Fund seeks current income exempt from federal income tax, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest exclusively in high-quality, short-term money market instruments. At least 80% of the Fund's net assets are invested in municipal obligations that pay interest exempt from federal income tax and federal alternative minimum tax (AMT).

Principal Investment Strategies

We actively manage a portfolio of high-quality, short-term municipal obligations that are issued by or on behalf of states, territories and possessions of the U.S. or their political subdivisions or financing authorities. These investments may have fixed, floating, or variable rates of interest. We will only purchase First Tier securities.

We invest principally in municipal obligations that pay interest exempt from federal income tax and federal AMT. The Fund attempts to invest exclusively in these securities; however, it is possible that the Fund may invest up to 20% of its net assets in high quality, short-term money market instruments that pay interest subject to federal income tax or federal AMT.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

The Fund may temporarily deviate from its principal investment strategies by investing its assets in high-quality, short-term money market instruments that pay interest subject to federal income tax or federal AMT. Circumstances in which the Fund may invest in these securities include, but are not limited to, periods of low or no availability of eligible municipal obligations or in order to manage liquidity. If the Fund invests in taxable securities, it may distribute taxable income.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- Debt Securities Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Municipal Securities Risk
- Regulatory Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Prime Investment Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC	
Sub-Adviser	Wells Capital Management Incorporated	
Fund Inception:	9/2/1998	
Institutional Class	Ticker: PIIXX	Fund Number: 1752

Investment Objective

The Prime Investment Money Market Fund seeks current income, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest exclusively in high-quality, short-term, U.S. dollar-denominated money market instruments of domestic and foreign issuers.

Principal Investment Strategies

We actively manage a portfolio of high-quality, short-term, U.S. dollar-denominated money market instruments. We will only purchase First Tier securities. These include, but are not limited to, bank obligations such as time deposits and certificates of deposit, government securities, asset-backed securities, commercial paper, corporate bonds and repurchase agreements. These investments may have fixed, floating, or variable rates of interest and may be obligations of U.S. or foreign issuers. We may invest more than 25% of the Fund's total assets in U.S. dollar-denominated obligations of U.S. banks.

Our security selection is based on several factors, including credit quality, yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- Counter-Party Risk
- Debt Securities Risk
- Foreign Investment Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Regulatory Risk
- U.S.Government Obligations Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Treasury Plus Money Market Fund

Investment Adviser	Wells Fargo Funds Management, LLC	
Sub-Adviser	Wells Capital Management Incorporated	
Fund Inception:	10/1/1985	
Institutional Class	Ticker: PISXX	Fund Number: 793

Investment Objective

The Treasury Plus Money Market Fund seeks current income, while preserving capital and liquidity.

Principal Investments

Under normal circumstances, we invest exclusively in high-quality, short-term money market instruments that consist of U.S. Treasury obligations and repurchase agreements collateralized by U.S. Treasury obligations.

Principal Investment Strategies

We actively manage a portfolio of short-term obligations issued by the U.S. Treasury and repurchase agreements collateralized by U.S. Treasury obligations.

Our security selection is based on several factors, including yield and maturity, while taking into account the Fund's overall level of liquidity and average maturity.

Principal Risk Factors

The Fund is primarily subject to the risks mentioned below.

- Counter-Party Risk
- Debt Securities Risk
- Issuer Risk
- Management Risk
- Market Risk
- Money Market Fund Risk
- Regulatory Risk

These and other risks could cause you to lose money in your investment in the Fund and could adversely affect the Fund's net asset value, yield and total return. These risks are described in the "Description of Principal Investment Risks" section.

Description of Principal Investment Risks

Understanding the risks involved in mutual fund investing will help you make an informed decision that takes into account your risk tolerance and preferences. The factors that are most likely to have a material effect on a particular Fund as a whole are called "principal risks." The principal risks for each Fund have been previously identified and are described below. Additional information about the principal risks is included in the Statement of Additional Information.

California Municipal Securities Risk
Events in California are likely to affect a Fund's investments in California municipal securities. Although California has a larger and more diverse economy than most other states, its economy continues to be driven by, among other industries, agriculture, tourism, housing and construction, high technology and manufacturing. A downturn in any one industry may have a disproportionate impact on California municipal securities. The State of California is experiencing extreme economic, budgetary and financial stress, resulting in weakened economic and revenue performance for the State and its agencies or municipalities and downgrades to the credit ratings of the State's general obligation debt. The economic and financial problems experienced by the State and its local governments could also negatively impact the ability of the issuers to meet their obligations, and the value and liquidity of California municipal securities. In particular, State-level budgetary and cash flow problems may adversely impact the liquidity and values of certain securities in which the Fund invests that have exposure to State-level general obligations.

Counter-Party Risk
When a Fund enters into an investment contract, such as a derivative or a repurchase or reverse repurchase agreement, the Fund is exposed to the risk that the other party will not fulfill its contractual obligation. For example, in a repurchase agreement, there exists the risk that where the Fund buys a security from a seller that agrees to repurchase the security at an agreed upon price and time, the seller will not repurchase the security. Similarly, the Fund is exposed to counter-party risk if it engages in a reverse repurchase agreement where a broker-dealer agrees to buy securities and the Fund agrees to repurchase them at a later date.

Debt Securities Risk
Debt securities, such as notes and bonds, are subject to credit risk and interest rate risk. Credit risk is the possibility that an issuer or credit support provider of an instrument will be unable to make interest payments or repay principal when due. Changes in the financial strength of an issuer or credit support provider or changes in the credit rating of a security may affect its value. Interest rate risk is the risk that market interest rates may increase, which tends to reduce the resale value of certain debt securities, including U.S. Government obligations. Debt securities with longer durations are generally more sensitive to interest rate changes than those with shorter durations. Changes in market interest rates do not affect the rate payable on an existing debt security, unless the instrument has adjustable or variable rate features, which can reduce its exposure to interest rate risk. Changes in market interest rates may also extend or shorten the duration of certain types of instruments, such as asset-backed securities, thereby affecting their value and returns. Debt securities may also have, or become subject to, liquidity constraints.

Foreign Investment Risk
Foreign investments, including American Depositary Receipts (ADRs) and similar investments, are subject to more risks than U.S. domestic investments. These additional risks may potentially include lower liquidity, greater price volatility and risks related to adverse political, regulatory, market or economic developments. Foreign companies also may be subject to significantly higher levels of taxation than U.S. companies, including potentially confiscatory levels of taxation, thereby reducing the earnings potential of such foreign companies. In addition, amounts realized on sales or distributions of foreign securities may be subject to high and potentially confiscatory levels of foreign taxation and withholding when compared to comparable transactions in U.S. securities. Investments in foreign securities involve exposure to changes in foreign currency exchange rates. Such changes may reduce the U.S. dollar value of the investment. Foreign investments are also subject to risks including potentially higher withholding and other taxes, trade settlement, custodial, and other operational risks and less stringent investor protection and disclosure standards in certain foreign markets. In addition, foreign markets can and often do perform differently from U.S. markets.

Issuer Risk
The value of a security may decline for a number of reasons that directly relate to the issuer or an entity providing credit support or liquidity support, such as management performance, financial leverage, and reduced demand for the issuer's goods, services or securities.

Management Risk
We cannot guarantee that a Fund will meet its investment objective. We do not guarantee the performance of a Fund, nor can we assure you that the market value of your investment will not decline. We will not "make good" on any investment loss you may suffer, nor does anyone we contract with to provide services promise to make good on any such losses.

Market Risk
The market price of securities owned by a Fund may go up or down, sometimes rapidly or unpredictably. Securities may decline in value or become illiquid due to factors affecting securities markets generally or particular industries represented in the securities markets, such as labor shortages or increased production costs and competitive conditions within an industry. A security may decline in value or become illiquid due to general market conditions which are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates or adverse investor sentiment generally. During a general downturn in the securities markets, multiple asset classes may decline in value or become illiquid simultaneously. Equity securities generally have greater price volatility than debt securities.

Money Market Fund Risk
Although each Fund seeks to maintain the value of your investment at $1.00 per share, there is no assurance that it will be able to do so, and it is possible to lose money by investing in a Fund. Generally, short-term funds such as money market funds do not earn as high a level of income as funds that invest in longer-term instruments. Because the Funds invest in short-term instruments, the Funds' dividend yields may be low when short-term market interest rates are low.

Municipal Securities Risk
Municipal securities rely on the creditworthiness or revenue production of their issuers or auxiliary credit enhancement features. Municipal securities may be difficult to obtain because of limited supply, which may increase the cost of such securities and effectively reduce a portfolio's yield. Typically, less information is available about a municipal issuer than is available for other types of securities issuers. Each Fund may invest 25% or more of its total assets in municipal securities that are related in such a way that political, economic or business developments affecting one obligation would affect the others. For example, a Fund may own different obligations that pay interest based on the revenue of similar projects. In addition, certain municipal securities are special revenue obligations, which are payable from revenue generated by a particular project or other revenue source. Investors can look only to the revenue generated by the project or other revenue source rather than the revenue of a state or local government authority. Although a Fund may strive to invest in municipal securities and other securities with interest that is exempt from certain taxes (i.e. federal, federal alternative minimum tax and/or state taxes as applicable), some income earned by Fund investments may be subject to such taxes. Each Fund takes advantage of tax laws that allow the income from certain investments to be exempted from federal income tax and, in some cases, state individual income tax. Tax authorities are paying increased attention to whether interest on municipal obligations is exempt from taxation, and we cannot assure you that a tax authority will not successfully challenge the exemption of a bond held by each Fund. Capital gains, whether declared by a Fund or realized by the shareholder through the selling of Fund shares, are generally taxable.The ongoing issues facing the national economy are broadly and negatively impacting the economic and revenue performance of many states and their agencies and municipalities and the revenue production of certain issuers of municipal securities. These factors in turn may increase the likelihood that issuers of securities in which each Fund may invest will be unable to meet their obligations, that the values of securities in which each Fund invests will decline significantly, and that the liquidity of such securities will be impaired.

Regulatory Risk
Changes in government regulations may adversely affect the value of a security. An insufficiently regulated industry or market might also permit inappropriate practices that adversely affect an investment. Changes in government regulations may adversely affect the value of a security. An insufficiently regulated market might also-permit inappropriate practices that adversely affect an investment. In addition, the SEC recently adopted amendments to its rules relating to money market funds. Among other changes, the amendments will impose more stringent average maturity limits, higher credit quality standards and new liquidity requirements on money market funds. While these amendments are designed to further reduce the risks associated with investments in money market funds, they also may reduce a money market fund's yield potential.

U.S. Government Obligations Risk
U.S.Government obligations include securities issued by the U.S.Treasury, U.S.Government agencies or government-sponsored entities.While U.S.Treasury obligations are backed by the"full faith and credit" of the U.S.Government, securities issued by U.S.Government agencies or government-sponsored entities may not be backed by the full faith and credit of the U.S.Government.The Government National Mortgage Association (GNMA), a wholly owned U.S.Government

corporation, is authorized to guarantee, with the full faith and credit of the U.S.Government, the timely payment of principal and interest on securities issued by institutions approved by GNMA and backed by pools of mortgages insured by the Federal Housing Administration or the Department of Veterans Affairs. Government-sponsored entities (whose obligations are not backed by the full faith and credit of the U.S. Government) include the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC). Pass-through securities issued by FNMA are guaranteed as to timely payment of principal and interest by FNMA but are not backed by the full faith and credit of the U.S.Government.FHLMC guarantees the timely payment of interest and ultimate collection or scheduled payment of principal, but its participation certificates are not backed by the full faith and credit of the U.S.Government. If a government-sponsored entity is unable to meet its obligations or its creditworthiness declines, the performance of a Fund that holds securities issued or guaranteed by the entity will be adversely impacted. U.S.Government obligations are subject to low but varying degrees of credit risk, and are still subject to interest rate and market risk.

Portfolio Holdings Information

A description of the *Wells Fargo Advantage Funds'* policies and procedures with respect to disclosure of the *Wells Fargo Advantage Funds'* portfolio holdings is available in the Funds' Statement of Additional Information and on the *Wells Fargo Advantage Funds'* Web site at www.wellsfargo.com/advantagefunds. In addition, Funds Management will, from time to time, include portfolio holdings information in periodic commentaries for certain Funds. The substance of the information contained in such commentaries will also be posted to the Funds' Web site at www.wellsfargo.com/advantagefunds.

Organization and Management of the Funds

About Wells Fargo Funds Trust

The Trust was organized as a Delaware statutory trust on March 10, 1999. The Board of Trustees of the Trust (Board) supervises each Fund's activities, monitors its contractual arrangements with various service providers and decides on matters of general policy.

The Board supervises the Funds and approves the selection of various companies hired to manage the Funds' operations. Except for the Funds' investment advisers, which generally may be changed only with shareholder approval, other service providers may be changed by the Board without shareholder approval.

The Investment Adviser

Wells Fargo Funds Management, LLC, located at 525 Market Street, San Francisco,CA 94105, serves as the investment adviser for the Funds. Funds Management, an indirect, wholly owned subsidiary of Wells Fargo & Company, was created to assume the mutual fund advisory responsibilities of Wells Fargo Bank and is an affiliate of Wells Fargo Bank. Wells Fargo Bank, which was founded in 1852, is the oldest bank in the western United States and is one of the largest banks in the United States. As adviser, Funds Management is responsible for implementing the investment policies and guidelines for the Funds and for supervising the sub-adviser who is responsible for the day-to-day portfolio management of the Funds. For providing these services, Funds Management is entitled to receive fees as described in each Fund's table of Annual Fund Operating Expenses under the caption "Management Fees." A discussion regarding the basis for the Board's approval of the investment advisory and sub-advisory agreements for each Fund, except the Municipal Cash Management Money Market Fund, is available in the Funds' semi-annual report for the fiscal half-year ended August 31, 2009.

For a Fund's most recent fiscal year end, the advisory fee paid to Funds Management was as follows:

Advisory Fees Paid as Percentage of Average Daily Net Assets

	As a percentage of average daily net assets
Wells Fargo Advantage California Municipal Money Market Fund	0.12%
Wells Fargo Advantage Cash Investment Money Market Fund	0.00%
Wells Fargo Advantage Government Money Market Fund	0.00%
Wells Fargo Advantage Heritage Money Market Fund	0.00%
Wells Fargo Advantage Municipal Cash Management Money Market Fund[1]	0.11%
Wells Fargo Advantage Municipal Money Market Fund[1]	0.30%
Wells Fargo Advantage National Tax-Free Money Market Fund	0.03%
Wells Fargo Advantage Prime Investment Money Market Fund	0.00%
Wells Fargo Advantage Treasury Plus Money Market Fund	0.13%

1. Reflects the advisory fee paid to Evergreen Investment Management Company, LLC, the investment adviser to the Fund's predecessor.

Wells Fargo & Company is a diversified financial services company providing banking, insurance, investments, mortgage and consumer finance services. The involvement of various subsidiaries of Wells Fargo & Company, including Funds Management, in the management and operation of the Funds and in providing other services or managing other accounts gives rise to certain actual and potential conflicts of interest.

For example, certain investments may be appropriate for a Fund and also for other clients advised by Funds Management and its affiliates, and there may be market or regulatory limits on the amount of investment, which may cause competition for limited positions. Also, various client and proprietary accounts may at times take positions that are adverse to a Fund. Funds Management applies various policies to address these situations, but a Fund may nonetheless incur losses or underperformance during periods when Wells Fargo & Company, its affiliates and their clients achieve gains or outperformance.

Wells Fargo & Company may have interests in or provide services to portfolio companies or Fund shareholders or intermediaries that may not be fully aligned with the interests of all investors. Funds Management and its affiliates serve in multiple roles, including as investment adviser and, for most *Wells Fargo Advantage Funds*, sub-adviser, as well as administrator and principal underwriter.

These are all considerations of which an investor should be aware and which may cause conflicts that could disadvantage a Fund. Funds Management has instituted business and compliance policies, procedures and disclosures that are designed to identify, monitor and mitigate conflicts of interest.

The Sub-Adviser

The following sub-adviser performs day-to-day investment management activities for the Funds. The sub-adviser is compensated for its services by Funds Management from the fees Funds Management receives for its services as adviser to the Funds.

Wells Capital Management Incorporated (Wells Capital Management), an affiliate of Funds Management, an indirect wholly owned subsidiary of Wells Fargo & Company, located at 525 Market Street, San Francisco, CA 94105, is the sub-adviser for the Funds. Accordingly, Wells Capital Management is responsible for the day-to-day investment management activities of the Funds. Wells Capital Management is a registered investment adviser that provides investment advisory services for registered mutual funds, company retirement plans, foundations, endowments, trust companies, and high net-worth individuals.

Dormant Multi-Manager Arrangement

The Board has adopted a "multi-manager" arrangement for the Heritage Money Market Fund, Municipal Money Market Fund and Municipal Cash Management Money Market Fund. Under this arrangement, each Fund and Funds Management may engage one or more subadvisers to make day-to-day investment decisions for the Fund's assets. Funds Management would retain ultimate responsibility (subject to the oversight of the Board) for overseeing the sub-advisers and may, at times, recommend to the Board that the Fund: (1) change, add or terminate one or more sub-advisers; (2) continue to retain a sub-adviser even though the sub-adviser's ownership or corporate structure has changed; or (3) materially change a sub-advisory agreement with a sub-adviser.

Applicable law generally requires a Fund to obtain shareholder approval for most of these types of recommendations, even if the Board approves the proposed action. Under the "multi-manager" arrangement approved by the Board, the Fund will seek exemptive relief, if necessary, from the SEC to permit Funds Management (subject to the Board's oversight and approval) to make decisions about the Fund's sub-advisory arrangements without obtaining shareholder approval. The Fund will continue to submit matters to shareholders for their approval to the extent required by applicable law. Meanwhile, this multi-manager arrangement will remain dormant and will not be implemented until shareholders are further notified.

Compensation to Dealers and Shareholders Servicing Agents

Additional Payments to Dealers

In addition to dealer reallowances and payments made by each Fund for distribution and shareholder servicing, the Fund's adviser, the distributor or their affiliates make additional payments ("Additional Payments") to certain selling or shareholder servicing agents for the Fund, which include broker-dealers and 401(k) service providers and recordkeepers. These Additional Payments are made in connection with the sale and distribution of shares of the Fund or for services to the Fund and its shareholders. These Additional Payments, which may be significant, are paid by the Fund's adviser, the distributor or their affiliates, out of their revenues, which generally come directly or indirectly from fees paid by the entire Fund complex.

In return for these Additional Payments, the Funds' adviser and distributor expect the Funds to receive certain marketing or servicing advantages that are not generally available to mutual funds that do not make such payments. Such advantages are expected to include, without limitation, placement of the Fund on a list of mutual funds offered as investment options to the selling agent's clients (sometimes referred to as "Shelf Space"); access to the selling agent's registered representatives; and/or ability to assist in training and educating the selling agent's registered representatives.

Certain selling or shareholder servicing agents receive these Additional Payments to supplement amounts payable by the Fund under the shareholder servicing plans. In exchange, these agents provide services including, but not limited to, establishing and maintaining accounts and records; answering inquiries regarding purchases, exchanges and redemptions; processing and verifying purchase, redemption and exchange transactions; furnishing account statements and confirmations of transactions; processing and mailing monthly statements, prospectuses, shareholder reports and other SEC-required communications; and providing the types of services that might typically be provided by each Fund's transfer agent (e.g., the maintenance of omnibus or omnibus-like accounts, the use of the National Securities Clearing Corporation for the transmission of transaction information and the transmission of shareholder mailings).

The Additional Payments may create potential conflicts of interest between an investor and a selling agent who is recommending a particular mutual fund over other mutual funds. Before investing, you should consult with your financial consultant and review carefully any disclosure by the selling agent as to what monies they receive from mutual fund advisers and distributors, as well as how your financial consultant is compensated.

The Additional Payments are typically paid in fixed dollar amounts, or based on the number of customer accounts maintained by the selling or shareholder servicing agent, or based on a percentage of sales and/or assets under management, or a combination of the above. The Additional Payments are either up-front or ongoing or both. The Additional Payments differ among selling and shareholder servicing agents. Additional Payments to a selling agent that is compensated based on its customers' assets typically range between 0.05% and 0.30% in a given year of assets invested in the Fund by the selling agent's customers. Additional Payments to a selling agent that is compensated based on a percentage of sales typically range between 0.10% and 0.15% of the gross sales of the Fund attributable to the selling agent. In addition, representatives of the Funds' distributor visit selling agents on a regular basis to educate their registered representatives and to encourage the sale of Fund shares. The costs associated with such visits may be paid for by the Fund's adviser, distributor, or their affiliates, subject to applicable FINRA regulations.

More information on the FINRA member firms that have received the Additional Payments described in this section is available in the Statement of Additional Information, which is on file with the SEC and is also available on the *Wells Fargo Advantage Funds* website at www.wellsfargo.com/advantagefunds.

Pricing Fund Shares

The share price (net asset value per share or NAV) for a Fund is calculated each business day. To calculate a Fund's NAV, the Fund's assets are valued and totaled, liabilities are subtracted, and the balance, called net assets, is divided by the number of shares outstanding.

We calculate the NAV at the following times each business day for the purpose of accepting purchase orders and redemption requests:

Cash Investment Money Market Government Money Market Heritage Money Market Prime Investment Money Market Treasury Plus Money Market	10:00a.m., 12:00p.m., 2:00p.m., 3:00p.m., 4:00p.m. and 5:00p.m. (ET)
California Municipal Money Market Municipal Money Market Municipal Cash Management Money Market National Tax-Free Money Market	10:00a.m., 12:00p.m. and 4:00p.m. (ET)

Generally, the NAV is not calculated, and purchase and redemption orders are not accepted, on days that the New York Stock Exchange ("NYSE") is closed. If the markets close early, the Funds may close early and may value their shares at earlier times under these circumstances. An order will be priced at the next NAV calculated after the order is received in proper form by the Fund's transfer agent. In the case of exchange orders, the exchange order is deemed to be a request for the redemption of shares of one fund and for the purchase of shares of the other fund, each to be processed at the next time when both funds calculate their NAVs at the same time, which will generally be at 4:00 p.m. Eastern Time. Information on the timing of dividend accrual and settlement in connection with a purchase or a redemption of shares is referenced in the How to Buy Shares and How to Sell Shares sections on the following pages.

Each Fund's assets are valued using the amortized cost method, in accordance with Rule 2a-7 under the 1940 Act. Portfolio securities are valued at their acquisition cost, adjusted for discounts or premiums reflected in their purchase price. This method of valuation is designed to enable each Fund to price its shares at $1.00 per share, although each Fund's share price may deviate from $1.00 per share.

The Board has established procedures designed to monitor each Fund's price per share. Funds Management will report to the Board any deviations of more than 0.25% from the Fund's net asset value using the market-to-market valuation method. In the event that the Board determines that a deviation exists that may result in material dilution or other unfair results to shareholders, the Fund will take such corrective action as it deems necessary, including, but not limited to, establishing a net asset value per share (of less than or more than $1.00) solely by using available market quotations or considering suspending redemption of shares and liquidating the Fund under Rule 22e-3 under the 1940 Act. See the Statement of Additional Information for further disclosure.

How to Buy Shares

Institutional Class shares are offered for direct investment by institutions such as pension and profit sharing plans, employee benefit trusts, endowments, foundations and corporations. Shares may also be offered through certain financial intermediaries that charge their customers transaction or other fees with respect to their customers' investments in the Funds.

General Notes for Buying Shares

- **Minimum Investments.** Institutions and other investors are required to make a minimum initial investment of $10,000,000 per Fund. There are no minimum subsequent investment requirements. The minimum initial investment may be waived or reduced in certain situations. Please see the Statement of Additional Information for details on minimum initial investment waivers.
- **Proper Form.** If the transfer agent receives your application in proper order before the Fund's NAV is calculated, your transactions will be priced at the next calculated NAV. If your application is received after the Fund's last intra-day NAV is calculated, it will be priced at the next business day's first calculated NAV. Failure to complete an account application properly may result in a delay in processing your request. Shares begin earning dividends after the transfer agent receives your purchase order in proper form and the purchase amount is received by the Fund's custodian.
- **Insufficient Funds.** You will be charged a $25.00 fee for every check or Electronic Funds Transfer that is returned to us as unpaid. In the event that your purchase amount is not received by the close of the Federal Funds wire for purchases by wire or Electronic Funds Transfer,we reserve the right to hold you responsible for any losses, expenses or fees incurred by the Fund, its transfer agent or its custodian.

Special Considerations When Investing Through Financial Intermediaries:
If a financial intermediary purchases Administrator Class shares on your behalf, you should understand the following:

- **Minimum Investments and Other Terms of Your Account**. Share purchases are made through a customer account at your financial intermediary following that firm's terms. Financial intermediaries may require different minimum investment amounts. Please consult an account representative from your financial intermediary for specifics.
- **Records are Held in Financial Intermediary's Name**. Financial intermediaries are usually the holders of record for Administrator Class shares held through their customer accounts. The financial intermediaries maintain records reflecting their customers'beneficial ownership of the shares.
- **Purchase/Redemption Orders**. Financial intermediaries are responsible for transmitting their customers' purchase and redemption orders to the Funds and for delivering required payment on a timely basis.
- **Shareholder Communications**. Financial intermediaries are responsible for delivering shareholder communications and voting information from the Funds, and for transmitting shareholder voting instructions to the Funds.

All Investors Should Understand the Following:

- **U.S. Dollars Only.** All payments must be made in U.S. dollars and all checks must be drawn on U.S. banks. It is expected that purchases in the form of investment checks do not accrue dividends until the next business day after receipt.
- **Right to Refuse an Order.** We reserve the right to refuse or cancel a purchase or exchange order for any reason, including if we believe that doing so would be in the best interests of a Fund and its shareholders.
- **Trade Requests.** For the benefit of the Funds, we request that trades be placed as early in the day as possible.

How to Buy Shares Directly:
Institutional investors who are interested in purchasing shares directly from a Fund should contact Investor Services at 1-800-260-5969.

- Earnings Distributions. Assuming the purchase amount is received by the Funds' custodian no later than the close of the Federal Funds Wire, which is normally 6:00p.m. (ET), dividends will accrue as follows:

If a Proper Order is Received:	Dividends Begin to Accrue:
California Municipal Money Market Municipal Money Market Municipal Cash Management Money Market National Tax-Free Money Market	
• By 12:00 p.m. (ET)	Same Business Day
• After 12:00 p.m. (ET)	Next Business Day
Cash Investment Money Market Government Money Market Heritage Money Market Prime Investment Money Market Treasury Plus Money Market	
• By 5:00 p.m. (ET)	Same Business Day
• After 5:00 p.m. (ET)	Next Business Day

How to Sell Shares

Institutional Class shares must be redeemed according to the terms of your customer account with your financial intermediary. You should contact your investment representative when you wish to sell Fund shares.

Institutions Selling Shares Directly	To Sell Some or All of Your Shares
By Telephone / Electronic Funds Transfer (EFT)	• To speak with an investor services representative call 1-800-222-8222 or use the automated phone system at 1-800-368-7550. • Redemptions processed by EFT to a linked Wells Fargo Bank account occur same day for Wells Fargo Advantage money market funds, and next day for all other *Wells Fargo Advantage Funds*. • Transfers made to a Wells Fargo Bank account are made available sooner than transfers to an unaffiliated institution. • Redemptions to any other linked bank account may post in two business days, please check with your financial institution for funds posting and availability. **Note:** Telephone transactions such as redemption requests made over the phone generally require only one of the account owners to call unless you have instructed us otherwise.
By Wire	• To arrange for a Federal Funds wire, call 1-800-222-8222. • Be prepared to provide information on the commercial bank that is a member of the Federal Reserve wire system. • Redemption proceeds are usually wired to the financial intermediary the following business day.
By Internet	Visit our Web site at www.wellsfargo.com/advantagefunds.
Through Your Investment Representative	Contact your investment representative.

General Notes For Selling Shares

- **Proper Form.** We will process requests to sell shares at the next NAV calculated after a request in proper form is received by the transfer agent.
- **Right to Delay Payment.** For the California Municipal Money Market Fund, Municipal Money Market Fund, Municipal Cash Management Money Market Fund and National Tax-Free Money Market Fund, we can delay the payment of a redemption for up to seven days. We may delay the payment of a redemption for longer than seven days under extraordinary circumstances. For the Cash Investment Money Market Fund, Government Money Market Fund, Heritage Money Market Fund, Prime Investment Money Market Fund and Treasury Plus Money Market Fund, we can delay the payment of a redemption for longer than one day if there is a non-routine closure of the Fedwire or Federal Reserve Bank or under extraordinary circumstances.

We normally will send out checks within one business day, and in any event no more than seven days, after we accept your request to redeem. If you redeem shares recently purchased by check or through EFT, you may be required to wait up to seven business days before we will send your redemption proceeds. Our ability to determine with reasonable certainty that investments have been finally collected is greater for investments coming from accounts with banks affiliated with Funds Management than it is for investments coming from accounts with unaffiliated banks. Redemption payments also may be delayed under extraordinary circumstances or as permitted by the SEC in order to protect remaining shareholders.

Under the extraordinary circumstances discussed under Section 22(e) under the Investment Company Act of 1940, as amended, we may suspend the right of redemption or postpone the date of payment of a redemption for longer than one day for the Cash Investment Money Market Fund, Government Money Market Fund, Heritage Money Market Fund, Prime Investment Money Market Fund and Treasury Plus Money Market Fund, and for longer than seven days for the California Municipal Money Market Fund, Municipal Money Market Fund, Municipal Cash Management Money Market Fund and National Tax-Free Money Market Fund. Generally, those extraordinary circumstances are when: (i) the New York Stock Exchange is closed or trading thereon is restricted; (ii) an emergency exists which makes the disposal by a Fund of securities it owns, or the fair determination of the value of the Fund's net assets not reasonable practical; or (iii) the SEC, by order, permits the suspension of the right of redemption for the protection of shareholders.

- **Redemption in Kind.** Although generally we pay redemption requests in cash,we reserve the right to determine in our sole discretion, whether to satisfy redemption requests by making payment in securities (known as a redemption in kind). In such case,we may pay all or part of the redemption in securities of equal value as permitted under the 1940 Act, and the rules thereunder.The redeeming shareholder should expect to incur transaction costs upon the disposition of the securities received.
- **Retirement Plans and Other Products.** If you purchased shares through a packaged investment product or retirement plan, read the directions for selling shares provided by the product or plan.There may be special requirements that supersede the directions in this Prospectus.
- **Payment of Dividends.** Requests for redemption proceeds by check or Electronic Funds Transfer that are received in proper form will be sent out by the next business day after receipt and will earn a dividend until the day such proceeds are sent.
- **Redemption Orders.** Wire redemptions will be processed and earn dividends as listed in the table below.

If a Proper Order is Received:	Proceeds Wired	Dividends
California Municipal Money Market Municipal Money Market Municipal Cash Management Money Market National Tax-Free Money Market		
• By 12:00 p.m. (ET)	Same Business Day	Not earned on day of request
• After 12:00 p.m. (ET)	Next Business Day	Earned on day of request
Cash Investment Money Market Government Money Market Heritage Money Market Prime Investment Money Market Treasury Plus Money Market		
• By 5:00 p.m. (ET)	Same Business Day	Not earned on day of request
• After 5:00 p.m. (ET)	Next Business Day	Earned on day of request

How to Exchange Shares

Exchanges between Wells Fargo Advantage Funds involve two transactions: (1) a sale of shares of one Fund; and (2) the purchase of shares of another. In general, the same rules and procedures that apply to sales and purchases apply to exchanges. There are, however, additional factors you should keep in mind while making or considering an exchange:

- In general, exchanges may be made between like share classes of any Wells Fargo Advantage Fund offered to the general public for investment (i.e., a Fund not closed to new accounts).
- An exchange request will be processed on the same business day, provided that both Funds are open at the time the request is received. If one or both Funds are closed, the exchange will be processed on the following business day.
- You should carefully read the prospectus for the Wells Fargo Advantage Fund into which you wish to exchange.
- If you are making an initial investment into a Fund through an exchange, you must exchange at least the minimum initial purchase amount for the new Fund, unless your balance has fallen below that amount due to investment performance.
- Any exchange between two Wells Fargo Advantage Funds must meet the minimum subsequent purchase amounts.

Generally, we will notify you at least 60 days in advance of any changes in our exchange policy.

Frequent Purchases and Redemptions of Fund Shares

Excessive trading by Fund shareholders can negatively impact a Fund and its long-term shareholders by increasing expenses or lowering returns. However, money market funds, which are typically utilized by investors for cash management purposes and invest in highly liquid securities, are not as susceptible to these negative effects as non-money market Funds. Moreover, because all money market Funds typically maintain a $1.00 net asset value, there is no significant financial incentive for an investor to attempt to market time investments into a money market Fund.

Although the policies adopted by the Funds do not prohibit frequent trading between money market Funds, Funds Management will seek to prevent an investor from utilizing a money market Fund to facilitate frequent purchases and redemptions of shares in non-money market Funds. If Funds Management determines that an investor has engaged in timing activities in contravention of the Funds' policies (as described in the prospectus for the non-money market Fund), Funds Management will prevent such investor from investing in the non-money market Fund for a period of 30 calendar days.

In addition, Funds Management reserves the right to accept purchases, redemptions and exchanges made in excess of applicable trading restrictions in designated accounts held by Funds Management or its affiliate that are used at all times exclusively for addressing operational matters related to shareholder accounts, such as testing of account functions, and are maintained at low balances that do not exceed specified dollar amount limitations.

Account Policies

Advance Notice of Large Transactions
We strongly urge you to begin all purchases and redemptions as early in the day as possible and to notify us at least one day in advance of transactions in excess of $50,000,000. This will allow us to manage the Funds most effectively. When you give us this advance notice, you must provide us with your name and account number.

Statements and Confirmations
Statements summarizing activity in your account are mailed quarterly.Confirmations are mailed following each purchase, sale, exchange, or transfer of Fund shares, except generally for Automatic Investment Plan transactions, Systematic Withdrawal Plan transactions using Electronic Funds Transfer, and purchases of new shares through the automatic reinvestment of distributions. Upon your request and for the applicable fee, you may obtain a reprint of an account statement. Please call Investor Services at 1-800-222-8222 for more information.

Statement Inquiries
Contact us in writing regarding any errors or discrepancies noted on your account statement within 60 days after the date of the statement confirming a transaction. We may deny your ability to refute a transaction if we do not hear from you within those 60 days.

Transaction Authorizations
Telephone, electronic, and clearing agency privileges allow us to accept transaction instructions by anyone representing themselves as the shareholder and who provides reasonable confirmation of their identity. Neither we nor Wells Fargo Advantage Funds will be liable for any losses incurred if we follow such instructions we reasonably believe to be genuine. For transactions through the automated phone system and our Web site, we will assign personal identification numbers (PINs) and/or passwords to help protect your account information. To safeguard your account, please keep your PINs and passwords confidential. Contact us immediately if you believe there is a discrepancy on your confirmation statement or if you believe someone has obtained unauthorized access to your account, PIN or password.

USA PATRIOT Act
In compliance with the USA PATRIOT Act, all financial institutions (including mutual funds) at the time an account is opened, are required to obtain, verify and record the following information for all registered owners or others who may be authorized to act on the account: full name, date of birth, taxpayer identification number (usually your Social Security Number), and permanent street address. Corporate, trust and other entity accounts require additional documentation. This information will be used to verify your identity. We will return your application if any of this information is missing, and we may request additional information from you for verification purposes. In the rare event that we are unable to verify your identity,we reserve the right to redeem your account at the current day's NAV. You will be responsible for any losses, taxes, expenses, fees, or other results of such a redemption.

Distributions

The Funds declare distributions of any net investment income daily, and make such distributions monthly. The Funds generally make distributions of any realized net capital gains annually. Your distributions will be automatically reinvested in additional shares, unless your Institution directs otherwise. Your other options are to receive checks for these payments, have them automatically invested in the same class of another Wells Fargo Advantage Fund, or have them deposited into your bank account. With the check payment option, if checks remain uncashed for six months or are undeliverable by the Post Office, we will reinvest the distributions at the earliest date possible, and future distributions will be automatically reinvested. To change the current option for payment of distributions, please contact your Institution.

Taxes

The following discussion regarding income taxes is based on laws that were in effect as of the date of this Prospectus and summarizes only some of the important federal and state income tax considerations affecting the Funds and you as a shareholder. It does not apply to foreign or tax-exempt shareholders or those holding Fund shares through a tax-advantaged account, such as a 401(k) Plan or IRA. This discussion is not intended as a substitute for careful tax planning. You should consult your tax adviser about your specific tax situation. Please see the Statement of Additional Information for additional federal income tax information.

We will pass on to a Fund's shareholders substantially all of the Fund's net investment income and realized net capital gains, if any. It is intended that distributions of the Municipal Money Market Funds' and National Tax-Free Money Market Fund's net interest income from municipal obligations generally will not be subject to federal income tax, although a portion of such distributions could be subject to the federal AMT. It is intended that distributions of the California Municipal Money Market Fund's net interest income from California state and municipal obligations generally will not be subject to California individual income tax, although a portion of such distributions could be subject to the California AMT.

Distributions of ordinary income from the Municipal Money Funds and the National Tax-Free Money Market Fund attributable to other sources, if any, and of ordinary income from the other Funds attributable to all sources, if any, generally will be taxable to you as ordinary income.

Although the Funds do not expect to realize any capital gain, distributions of a Fund's net short-term capital gain, if any, generally will be taxable to you as ordinary income and distributions of a Fund's net long-term capital gain, if any, generally will be taxable to you as long-term capital gain. Corporate shareholders should not expect to deduct a portion of their distributions when determining their taxable income. In general, distributions also will not qualify for reductions in federal income taxation of dividends payable to individuals from certain domestic and foreign corporations.

To the extent a distribution from a Fund is taxable, such distributions will be taxable to you when paid, whether you take distributions in cash or automatically reinvest them in additional Fund shares. Following the end of each year, we will notify you of the federal income tax status of your distributions for the year.

In certain circumstances, Fund shareholders may be subject to back-up withholding taxes.

As long as a Fund continually maintains a $1.00 NAV, you ordinarily will not recognize a taxable gain or loss on the redemption or exchange of your Fund shares.

Additional Performance Information

This section contains additional information regarding performance of the Funds.The sub-section below titled "Share Class Performance" provides history for specified share classes of certain Funds.

Share Class Performance
The performance history of share classes of certain Funds is included below due to events such as a share class's commencement of operations, a Fund's change in sub-adviser, share class modifications, mergers or reorganizations, renamed share classes, etc., that may have taken place during the periods of performance shown in the "Calendar Year Total Returns" and "Average Annual Total Returns" presented in the Fund Summaries. For example, with respect to the commencement of operations of a share class, details regarding the identity of an older predecessor share class of a newer share class of an applicable Fund, including any adjustments to reflect certain fees or expenses paid by the newer share class or inclusion of non-applicable expenses of the older predecessor share class, are listed below.

- **California Municipal Money Market Fund - Institutional Class Shares.** Institutional Class shares incepted on March 31, 2008. Performance shown prior to the inception of the Institutional Class shares reflects the performance of the Service Class shares, and includes expenses that are not applicable to and higher than those of the Institutional Class shares.
- **Government Money Market Fund - Institutional Class Shares.** Institutional Class shares incepted on July 28, 2003. Performance shown prior to the inception of the Institutional Class shares reflects the performance of the Service Class shares, and includes expenses that are not applicable to and higher than those of the Institutional Class shares.
- **Heritage Money Market Fund - Institutional Class Shares.** Institutional Class shares incepted on March 31, 2000. Performance shown prior to the inception date of the Institutional Class shares reflects the performance of the Administrator Class shares, and includes expenses that are not applicable to and are higher than those of the Institutional Class shares.
- **Municipal Money Market Fund - Institutional Class Shares.** Institutional Class shares incepted on July 9, 2010. Performance shown for Institutional Class shares reflects the performance of the Service Class shares, and is not adjusted to reflect Institutional Class expenses. Historical performance shown for all classes of the Fund prior to July 9, 2010 is based on the performance of the Fund's predecessor, Evergreen Municipal Money Market Fund.
- **Municipal Cash Management Money Market Fund - Institutional Class Shares.** Institutional Class shares incepted on November 20, 1996. Historical performance shown for all classes of the Fund prior to July 9, 2010 is based on the performance of the Fund's predecessor, Evergreen Institutional Municipal Money Market Fund.
- **Prime Investment Money Market Fund - Institutional Class Shares.** Institutional Class shares incepted on July 28, 2003. Performance shown prior to the inception of the Institutional Class shares reflects the performance of the Service Class shares, and includes expenses that are not applicable to and are higher than those of the Institutional Class shares.

A Fund's past performance is no guarantee of future results.A Fund's investment results will fluctuate over time, and any representation of the Fund's returns for any past period should not be considered as a representation of what a Fund's returns may be in any future period. The Fund's annual and semi-annual reports contain additional performance information and are available upon request, without charge, by calling the telephone number listed on the back cover page of this Prospectus.

Financial Highlights

The following table is intended to help you understand each Fund's financial performance for the past 5 years (or for the life of a Fund, if shorter). Certain information reflects financial results for a single Fund share. On July 12, 2010, the Municipal Cash Management Money Market Fund acquired the net assets of Evergreen Institutional Municipal Money Market Fund (the "Acquired Fund"). The financial highlights for the periods prior to the acquisition are those of the Acquired Fund. Total returns represent the rate you would have earned (or lost) on an investment in Acquired Fund (assuming reinvestment of all distributions). An independent registered public accounting firm has audited the information for each period. The information, along with the report of an independent registered public accounting firm and the Fund's financial statements, is also contained in the Fund's annual report, a copy of which is available upon request.

Effective at the close of business on July 9, 2010, the Wells Fargo Municipal Money Market Fund acquired the net assets of Evergreen Municipal Money Market Fund. Evergreen Municipal Money Market Fund was the accounting and performance survivor of this transaction. Because Institutional Class shares of Evergreen Municipal Money Market Fund did not exist prior to July 9, 2010, financial highlights are not available for this class.

California Municipal Money Market Fund

Institutional Class Shares - Commenced on March 31, 2008

For a share outstanding throughout each period.

For the period ended:	February 28, 2010	February 28, 2009[1]
Beginning net asset value per share	$ 1.00	$ 1.00
Net investment income	0.00[2]	0.01
Net realized and unrealized gain (loss) on investments	0.00	0.00
Total from investment operations	0.00[2]	0.01
Less distributions:		
Distributions from net investment income	0.00[2]	(0.01)
Distributions from unrealized net gain	0.00[2]	0.00[2]
Total distributions	0.00[2]	(0.01)
Net asset value, end of period	$ 1.00	$ 1.00
Ratio to Average Net Assets (Annualized):		
Net investment income (loss)	0.23%	1.59%
Gross expenses	0.48%	0.46%
Net expenses	0.24%	0.22%
Total return	0.20%	1.47%
Net assets at end of period (000's omitted)	$ 236,353	$ 370,572

1. Commencement of class operations on March 31, 2008.
2. Amount is less than $0.005.
3. The following represents expense ratios excluding expenses related to Temporary Government Guarantee Program:

For the Period Ended:	Feb. 28, 2010	Feb. 28, 2009
Gross Expenses	0.45%	0.44%
Net Expenses	0.20%	0.20%

Cash Investment Money Market Fund

Institutional Class Shares - Commenced on November 8, 1999

For a share outstanding throughout each period.

For the period ended:	February 28, 2010	February 28, 2009	February 28, 2008	February 28, 2007	February 28, 2006	March 31, 2005
Beginning net asset value per share	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Net investment income	0.00[2]	0.02	0.05	0.05	0.03	0.02
Net realized and unrealized gain (loss) on investments	0.00	0.00	0.00	0.00	0.00	0.00
Total from investment operations	0.00[2]	0.02	0.05	0.05	0.03	0.02
Less distributions:						
Distributions from net investment income	0.00[2]	(0.02)	(0.05)	(0.05)	(0.03)	(0.02)
Distributions from unrealized net gain	0.00[2]	0.00	0.00	0.00	0.00	0.00
Total distributions	0.00[2]	(0.02)	(0.05)	(0.05)	(0.03)	(0.02)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Ratio to Average Net Assets (Annualized):						
Net investment income (loss)	0.37%	2.28%	4.94%	5.01%	3.50%	1.61%
Gross expenses	0.26%	0.26%	0.25%	0.25%	0.25%	0.26%
Net expenses	0.22%	0.21%	0.20%	0.20%	0.20%	0.20%
Total return	0.36%	2.32%	5.06%	5.12%	3.21%	1.60%
Net assets at end of period (000's omitted)	$ 8,887,844	$10,132,093	$ 9,194,540	$ 7,830,847	$ 6,497,267	$ 5,998,383

1. The Fund changed its fiscal year end from March 31 to February 28.
2. Amount is less than $0.005.
3. The following represents expense ratios excluding expenses related to Temporary Government Guarantee Program:

For the Period Ended:	Feb. 28, 2010	Feb. 28, 2009
Gross Expenses	0.24%	0.25%
Net Expenses	0.20%	0.20%

Government Money Market Fund

Institutional Class Shares - Commenced on July 28, 2003

For a share outstanding throughout each period.

For the period ended:	February 28, 2010	February 28, 2009	February 28, 2008	February 28, 2007	February 28, 2006[1]	March 31, 2005
Beginning net asset value per share	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Net investment income	0.00[2]	0.01	0.04	0.05	0.03	0.02
Net realized and unrealized gain (loss) on investments	0.00	0.00	0.00	0.00	0.00	0.00
Total from investment operations	0.00[2]	0.01	0.04	0.05	0.03	0.02
Less distributions:						
Distributions from net investment income	0.00[2]	(0.01)	(0.04)	(0.05)	(0.03)	(0.02)
Distributions from unrealized net gain	0.00[2]	0.00	0.00	0.00	0.00	0.00
Total distributions	0.00[2]	(0.01)	(0.04)	(0.05)	(0.03)	(0.02)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Ratio to Average Net Assets (Annualized):						
Net investment income (loss)	0.10%	1.42%	4.54%	5.00%	3.45%	1.66%
Gross expenses	0.27%	0.26%	0.25%	0.25%	0.26%	0.26%
Net expenses	0.21%	0.22%	0.20%	0.20%	0.20%	0.20%
Total return	0.08%	1.65%	4.83%	5.07%	3.19%	1.57%
Net assets at end of period (000's omitted)	$ 20,661,470	$ 42,393,921	$ 23,265,323	$ 7,766,684	$ 4,508,755	$ 3,964,854

1. The Fund changed its fiscal year end from March 31 to February 28.
2. Amount is less than $0.005.
3. The following represents expense ratios excluding expenses related to Temporary Government Guarantee Program:

For the Period Ended	Feb. 28, 2010	Feb. 28, 2009
Gross Expenses	0.25%	0.24%
Net Expenses	0.19%	0.20%

Heritage Money Market Fund

Institutional Class Shares - Commenced on March 31, 2000

For a share outstanding throughout each period.

For the period ended:	February 28, 2010	February 28, 2009	February 28, 2008	February 28, 2007	February 28, 2006[1]	October 31, 2005
Beginning net asset value per share	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Net investment income	0.00[2]	0.02	0.05	0.05	0.01	0.03
Net realized and unrealized gain (loss) on investments	0.00	0.00	0.00	0.00	0.00	0.00
Total from investment operations	0.00[2]	0.02	0.05	0.05	0.01	0.03
Less distributions:						
Distributions from net investment income	0.00[2]	(0.02)	(0.05)	(0.05)	(0.01)	(0.03)
Distributions from unrealized net gain	0.00[2]	0.00[2]	0.00	0.00	0.00	0.00
Total distributions	0.00[1]	(0.02)	(0.05)	(0.05)	(0.01)	(0.03)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Ratio to Average Net Assets (Annualized):						
Net investment income (loss)	0.31%	2.09%	4.77%	4.98%	4.13%	2.97%
Gross expenses	0.25%	0.27%	0.26%	0.28%	0.28%	0.28%
Net expenses	0.21%	0.22%	0.20%	0.18%	0.18%	0.18%
Total return	0.33%	2.32%	5.06%	5.12%	1.36%	2.75%
Net assets at end of period (000's omitted)	$ 7,795,659	$ 5,862,075	$ 1,579,225	$ 353,755	$ 419,084	$ 338,723

1. The Fund changed its fiscal year end from October 31 to February 28.
2. Amount is less than $0.005.
3. The following represents expense ratios excluding expenses related to Temporary Government Guarantee Program:

For the Period Ended:	Feb. 28, 2010	Feb. 28, 2009
Gross Expenses	0.25%	0.25%
Net Expenses	0.20%	0.20%

Municipal Cash Management Money Market Fund

Institutional Class Shares - Commenced on November 20, 1996

For a share outstanding throughout each period.

	Year Ended February 28,				
	2010	2009	2008	2007	2006
Net asset value, beginning of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Income from investment operations					
Net investment income	0[2]	0.02	0.03	0.03	0.03
Distributions to shareholders from					
Net investment income	0[2]	(0.02)	(0.03)	(0.03)	(0.03)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Total return	0.40%	2.20%	3.49%	3.47%	2.56%
Ratios and supplemental data					
Net assets, end of period (000's omitted)	$ 4,580,024	$ 6,154,387	$ 5,671,591	$ 7,122,239	$ 6,721,625
Ratios to average net assets					
Expenses including waivers/reimbursements but excluding expense reductions	0.23%[3]	0.22%[3]	0.21%	0.22%	0.22%
Expenses excluding waivers/reimbursements and expense reductions	0.23%[3]	0.22%[3]	0.21%	0.22%	0.22%
Net investment income	0.40%	2.10%	3.44%	3.40%	2.54%

1. Year ended February 29
2. Amount represents less than $0.005 per share.
3. The following represents expense ratios excluding expenses related to Temporary Government Guarantee Program:

For the Period Ended:	Feb. 28, 2010	Feb. 28, 2009
Expenses including waivers/reimbursements but excluding expense reductions	0.21%	0.21%
Expenses excluding waivers/reimbursements and expense reductions	0.21%	0.21%

National Tax-Free Money Market Fund

Institutional Class Shares - Commenced on November 8, 1999

For a share outstanding throughout each period.

For the period ended:	February 28, 2010	February 28, 2009	February 28, 2008	February 28, 2007	February 28, 2006[1]	March 31, 2005
Beginning net asset value per share	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Net investment income	0.00[2]	0.02	0.03	0.03	0.02	0.01
Net realized and unrealized gain (loss) on investments	0.00	0.00	0.00	0.00	0.00	0.00
Total from investment operations	0.00[2]	0.02	0.03	0.03	0.02	0.01
Less distributions:						
Distributions from net investment income	0.00[2]	(0.02)	(0.03)	(0.03)	(0.02)	(0.01)
Distributions from unrealized net gain	0.00[2]	0.00[2]	0.00	0.00	0.00	0.00
Total distributions	0.00[2]	(0.02)	(0.03)	(0.03)	(0.02)	(0.01)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Ratio to Average Net Assets (Annualized):						
Net investment income (loss)	0.28%	1.77%	3.31%	3.35%	2.46%	1.37%
Gross expenses	0.29%	0.28%	0.26%	0.26%	0.27%	0.26%
Net expenses	0.23%	0.22%	0.20%	0.20%	0.20%	0.20%
Total return	0.27%	0.22%	3.37%	3.39%	2.31%	1.27%
Net assets at end of period (000's omitted)	$ 2,048,774	$ 2,381,083	$ 1,403,838	$ 1,146,902	$ 700,534	$ 1,032,250

1. The Fund changed its fiscal year end from March 31 to February 28.
2. Amount is less than $0.005.
3. The following represents expense ratios excluding expenses related to Temporary Government Guarantee Program:

For the Period Ended:	Feb. 28, 2010	Feb. 28, 2009
Gross Expenses	0.26%	0.26%
Net Expenses	0.20%	0.20%

Prime Investment Money Market Fund

Institutional Class Shares - Commenced on July 28, 2003

For a share outstanding throughout each period.

For the period ended:	February 28, 2010	February 28, 2009	February 28, 2008	February 28, 2007	February 28, 2006[1]	March 31, 2005
Beginning net asset value per share	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Net investment income	0.00[2]	0.02	0.05	0.05	0.03	0.02
Net realized and unrealized gain (loss) on investments	0.00	0.00	0.00	0.00	0.00	0.00
Total from investment operations	0.00[2]	0.02	0.05	0.05	0.03	0.02
Less distributions:						
Distributions from net investment income	0.00[2]	(0.02)	(0.05)	(0.05)	(0.03)	(0.02)
Distributions from unrealized net gain	0.00[2]	0.00[2]	0.00	0.00	0.00	0.00
Total distributions	0.00[2]	(0.02)	(0.05)	(0.05)	(0.03)	0.02
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Ratio to Average Net Assets (Annualized):						
Net investment income (loss)	0.29%	2.13%	4.87%	5.06%	3.46%	1.87%
Gross expenses	0.27%	0.28%	0.25%	0.26%	0.26%	0.26%
Net expenses	0.22%	0.23%	0.20%	0.20%	0.20%	0.20%
Total return	0.30%	2.22%	4.99%	5.10%	3.23%	1.58%
Net assets at end of period (000's omitted)	$ 10,124,807	$ 9,422,441	$ 7,525,254	$ 7,088,329	$ 2,889,532	$ 3,271,052

1. The Fund changed its fiscal year end from March 31 to February 28.
2. Amount is less than $0.005.
3. The following represents expense ratios excluding expenses related to Temporary Government Guarantee Program:

For the Period Ended:	Feb. 28, 2010	Feb. 28, 2009
Gross Expenses	0.25%	0.25%
Net Expenses	0.20%	0.20%

Treasury Plus Money Market Fund

Institutional Class Shares - Commenced on August 11, 1995

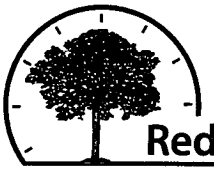
For a share outstanding throughout each period.

For the period ended:	February 28, 2010	February 28, 2009	February 28, 2008	February 28, 2007	February 28, 2006	March 31 2005
Beginning net asset value per share	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Net investment income	0.00[2]	0.01	0.04	0.05	0.03	0.01
Net realized and unrealized gain (loss) on investments	0.00	0.00	0.00	0.00	0.00	0.00
Total from investment operations	0.00[2]	0.01	0.04	0.05	0.03	0.01
Less distributions:						
Distributions from net investment income	0.00[2]	(0.01)	(0.04)	(0.05)	(0.03)	(0.01)
Distributions from unrealized net gain	0.00	0.00	0.00	0.00	0.00	0.00
Total distributions	0.00[2]	(0.01)	(0.04)	(0.05)	(0.03)	(0.01)
Net asset value, end of period	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00
Ratio to Average Net Assets (Annualized):						
Net investment income (loss)	0.01%	0.93%	4.11%	4.61%	2.99%	1.12%
Gross expenses	0.55%	0.56%	0.55%	0.55%	0.55%	0.56%
Net expenses	0.17%	0.41%	0.50%	0.50%	0.50%	0.50%
Total return	0.01%	0.88%	4.14%	4.70%	2.78%	1.17%
Net assets at end of period (000's omitted)	$ 702,363	$ 862,686	$ 1,187,468	$ 1,283,813	$ 940,104	$ 1,205,795

1. The Fund changed its fiscal year end from March 31 to February 28.
2. Amount is less than $0.005.
3. The following represents expense ratios excluding expenses related to Temporary Government Guarantee Program:

For the Period Ended:	Feb. 28, 2010	Feb. 28, 2009
Gross Expenses	0.26%	0.26%
Net Expenses	0.14%	0.18%

Notes



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FOR MORE INFORMATION

More information on a Fund is available free upon request, including the following documents:

Statement of Additional Information (SAI)
Supplements the disclosures made by this Prospectus. The SAI, which has been filed with the SEC, is incorporated by reference into this Prospectus and therefore is legally part of this Prospectus.

Annual/Semi-Annual Reports
Provide financial and other important information, including a discussion of the market conditions and investment strategies that significantly affected Fund performance over the reporting period.

To obtain copies of the above documents or for more information about Wells Fargo Advantage Funds, contact us:

By telephone:
Individual Investors: 1-800-222-8222
Retail Investment Professionals: 1-888-877-9275
Institutional Investment Professionals: 1-866-765-0778

By e-mail: wfaf@wellsfargo.com

By mail:
Wells Fargo Advantage Funds
P.O. Box 8266
Boston, MA 02266-8266

On the Internet:
www.wellsfargo.com/advantagefunds

From the SEC:
Visit the SEC's Public Reference Room in Washington, DC (phone 1-202-551-8090 for operational information for the SEC's Public Reference Room) or the SEC's Internet site at www.sec.gov.

To obtain information for a fee, write or email:
SEC's Public Reference Section
100 "F" Street, NE
Washington, DC 20549-0102
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Federal Deposit Insurance Corporation
550 17th Street NW, Washington, D.C. 20429-9990
Executive Secretary

C E R T I F I C A T I O N

I, Robert E. Feldman, Executive Secretary of the Federal Deposit Insurance Corporation, hereby certify that according to the official records of the Federal Deposit Insurance Corporation, of which I have custody, **Wells Fargo Bank, National Association, Sioux Falls, South Dakota,** is an insured depository institution under the provisions of the Federal Deposit Insurance Act, 12 U.S.C. 1811-1831y; and that, after diligent search, no record or entry in the official records of the Federal Deposit Insurance Corporation is found to exist which terminated the status of **Wells Fargo Bank, National Association,** as an insured depository institution under the provisions of section 8 of the Federal Deposit Insurance Act, 12 U.S.C. 1818.

DATED: May 13, 2010

(SEAL)

Robert E. Feldman
Executive Secretary
FEDERAL DEPOSIT INSURANCE CORPORATION

J. FDIC Capital Adequacy Requirements

j) Must currently meet, and maintain throughout the term of the contract, FDIC capital adequacy requirements for general banking and trustee services. The contract may be immediately terminable upon notification to the City of a failure to meet FDIC or NCUSIF capital adequacy requirements.

We understand and agree to the City's requirement. Please refer to the FDIC Certification we have included in Tab I.

DEPOSITORY PLEDGE AGREEMENT

City of Peoria ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including, without limitation, surety bonds and investment securities) permitted by **Title 35, Chapter 2 of the Arizona Revised Statutes** in effect from time to time (the "Governing Statutes"). **WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION** ("Custodian"), acting as collateral agent for Depositor, has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Depositor (the "Collateral"), and Custodian agrees to hold all Collateral deposited with it, and to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. Until Depositor has the right to compel sale of the Collateral under Paragraph 6 hereof, Custodian may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

2. Amount of Collateral. The aggregate market value of Eligible Securities held by Custodian at all times during the term of this Agreement must be in an amount not less than **one hundred two percent (102%)** of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the account contains the Required Collateral Value.

3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from actions taken pursuant to, and consistent with, the instructions given in a withdrawal notice. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a substitution notice in connection with any substitution which complies with the preceding sentence, Depositor agrees to provide it promptly upon Bank's request.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodian's Obligations. Custodian shall perform the duties and obligations required of Custodian hereunder, in accordance with the provisions of the Governing Statutes. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement, and shall promptly issue and deliver to each of Bank and Depositor a duplicate receipt for such Collateral. So long as the Custodian has exercised reasonable care in its acts or or omissions to act under this Agreement, the Custodian shall not be liable for any loss sustained by either of Bank or Depositor. In no event shall the Custodian be liable for any special or consequential damages.

6. Default and Remedies. If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodian shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

7. Termination of Agreement. Any party to this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to the other parties.

8. Applicable Law; Other Agreements. This Agreement is governed by the laws of the **State of Arizona**. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

9. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: _____, 20_____.

DEPOSITOR :	**City of Peoria**	**CUSTODIAN** :	**WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION**
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	608 2nd Ave, South Minneapolis, MN 55479

BANK: WELLS FARGO BANK, NATIONAL ASSOCIATION

Signature: _____

Print Name: Sheila Lynch

Title: Vice President

Address: 333 Market Street St.17th Floor,
MAC: A0119-173
San Francisco, CA 94105

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

2. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

3. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

4. Print Name: _____ Signature: _____
   Phone/ Fax: _____ Email: _____

General Depository Agreement

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

This Agreement, entered into this _____ day of _____ , 200___ by and between _____
City of Peoria Housing Department, 9875 N. 85th Avenue, 2nd Floor, Peoria Arizona 85345-6560
(herein called the "PHA/IHA"), a duly organized and existing public body corporate and politic of the _____
Peoria of Arizona
and Wells Fargo, N.A
(herein called the "Depository"), located at 333 Market Street, MAC : A0119-173
San Francisco, CA 94105

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more contracts (herein called the "Contract" with the PHA/IHA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the Contract the PHA/IHA is required to select as depositories of its funds financial institutions whose deposits or accounts are insured by either — the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by either — the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund.

2. All monies deposited by the PHA/IHA with the Depository shall be credited to the PHA/IHA in a separate interest bearing deposit or interest bearing accounts, designated Accounts" (herein the "Accounts"). Any portion of PHA/IHA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The PHA/IHA shall have possession of the securities (or the PHA/IHA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the PHA/IHA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If PHA/IHA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.

3. Except as stated in Paragraph 5, the Depository shall honor any **(a)** check or other order to pay from the Accounts, or **(b)** directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the PHA/IHA by an officer or member designated by resolution of the Board of Directors of the PHA/IHA to have such authority. To assist the Depository in its obligation, the PHA/IHA shall furnish the Depository with a certified copy of the resolution.

4. Any securities received from the PHA/IHA or purchased b the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the PHA/IHA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt.

5. If the Depository received written notice from HUD that no withdrawals by the PHA/IHA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the PHA/IHA from said Accounts until the Depository is authorized to do so by written notice from HUD.

6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the Contract, and shall be under no duty to investigate or determine whether any action taken by either the PHA/IHA or HUD in respect of the Accounts are consistent with or are authorized by the Contract or whether either PHA/IHA or HUD is in default under the provisions of the Contract. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depositor without the prior written approval of the PHA/IHA and HUD.

This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall promptly notify the PHA/IHA of crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD.

11. Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the PHA/IHA are hereby terminated and all monies and securities of the PHA/IHA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the PHA/IHA pursuant to and in accordance with the provisions of this Agreement.

12. At no time shall the PHA/IHA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the PHA/IHA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the PHA/IHA or, (b) on behalf of the PHA/IHA, purchase securities approved for investment by the PHA/IHA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the PHA/IHA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated:

Income or other proceeds from securities held in the Securities Account shall, as directed by the PHA/IHA, upon receipt, be paid to or on behalf of the PHA/IHA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the PHA/IHA from the Accounts are to be permitted, the Depository shall not honor any directive from the PHA/IHA to sell securities, or permit any withdraws by the PHA/IHA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the PHA/IHA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the PHA/IHA and hold such securities in the Securities Account.

(For use only in certain States that have statutes that prohibit Public Housing Agencies and Indian Housing Authorities from implementing paragraph 2.)

In Witness Whereof, the PHA/IHA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

CUSTOMER NAME City of Peoria Housing Department

PHA/IHA

(Notary)
ATTEST:

_____ SIGN HERE

Chairman

_____

Secretary

Wells Fargo Bank N.A.

Depository

By_____

(Notary)
ATTEST:

_____

_____

Note: Strike paragraphs 11 and 12 if not applicable.

WELLS FARGO BANK, N.A.
GIB PUBLIC FUNDS COLLATERAL UNIT
COLLATERAL ANALYSIS

Government Entity Name
Address

DATE COMPLETED: **Date Report was extracted**
CONTRA NUMBER: **Pledge Account**
COLLATERAL WHEREHELD: **Custodian - Where collateral is held**

COLLATERAL ANALYSIS AS OF: **Effective Date**
COLLATERAL ACCOUNT NUMBER: **Custody Account**

CUSIP	DESCRIPTION	CPN	MATURITY DATE	ORIGINAL FACE	CURRENT FACE	MARKET VALUE	PLEDGE VALUE
31371MU96	FED NATL MTG ASSN POOL #256308	6.00	2036-07-01	21,100,000.00	9,872,497.35	10,559,790.41	10,559,790.41
31412FMN0	FN923865	5.50	2037-04-01	39,270,000.00	29,213,845.21	30,663,346.81	30,663,346.81
31414EMS0	FED NATL MTG ASSN POOL #963969	6.00	2038-06-01	11,565,000.00	7,809,532.01	8,337,344.62	8,337,344.62
31416BL63	FED NATL MTG ASSN POOL #995049	5.50	2038-02-01	6,740,000.00	5,074,067.59	5,383,703.38	5,383,703.38
	Total for Collateral Account # **Custody Account**			$78,675,000.00	$51,969,942.16	$54,944,185.22	$54,944,185.22
	Grand Total			$78,675,000.00	$51,969,942.16	$54,944,185.22	$54,944,185.22

Securities Pledged

Total Market Value of Collateral Pledged

Cash Vault

Deposit Preparation Guide

WELLS FARGO

Cash deposits

Paper currency and coin only. No checks.

1. Count and bundle paper currency and coins.
   a. Place all paper currency face up.
   b. Remove all paper clips and staples.
   c. Bundle into stacks of 500 notes, as quantity permits. If using currency straps, place in 100-note increments.
   d. Secure each stack using a single rubber band.

Note ***If you have coin totaling over $10.00, prepare it as a separate coin-only deposit as described in Coin deposits.***

2. Prepare the deposit slip. On the slip, provide:
   Deposit date
   Currency by denomination (if applicable)
   Coin total, if under $10.00
   Deposit total
3. Review the deposit slip. Verify that the following information is recorded accurately:
   Deposit date
   Currency and coin amounts
   Deposit total
   Company name
   Location number
4. Package the deposit.
   a. Place the cash and deposit slip in a clear, tamper-evident plastic deposit bag. The deposit ticket should be placed in a pocket, pouch, or a place inside the bag that is visible from outside the bag. If the contents exceed the bag limits, label the bags (**1 of 2** and **2 of 2**, for example).
   b. Write your company name, location number, deposit total, and deposit destination on the outside of plastic deposit bag.
   c. Place the original deposit slip and cash bundles inside bag. Keep one copy of the deposit slip for your records.
   d. Seal the clear plastic deposit bag. Keep the tear-off bag receipt for your records.

Coin deposits

No checks or paper currency. The weight of any bag cannot exceed 50 pounds.

1. Count and package the coin.
   - Standard full or half coin bag—predefined amount of one denomination (see Standard coin bag amounts on page 3).
   - Partial coin bag—coin of one denomination in other than half-bag or full-bag amounts.
   - Mixed coin bag—mixed denomination of coin with known total value.
   - Subject-to-count (STC) bag—mixed or same denomination of uncounted coin. Weigh each bag separately.

Note *Coin bags are not returned.*

2. Prepare the deposit slip. On the slip, provide:
   Deposit date
   Bag serial number
   Coin total (for STC deposits, write **STC**)
   Deposit total (for STC deposits, leave blank)

Note *Prepare a separate deposit slip for subject-to-count (STC) bag deposits.*

3. Package the deposit.
   a. Place the deposit slip in a separate bag or envelope.
   b. Complete all pertinent information in writable areas. Include processor information at the top of the bag.
   c. Gather the coin, then load and seal the bag. Do NOT remove the processor receipt at the top of the bag.
   d. For a standard coin bag, attach a color-coded adhesive label showing the dollar amount and coin type in the upper left corner as indicated.
4. Present the coin deposit to the armored carrier.
   a. Complete one armored shipping manifest for the coin bag(s) and another for the documentation envelope or bag that contains the deposit slip.
   b. Write the bag serial number on the manifest.
   c. Address the envelope to your designated Wells Fargo Cash Vault.
   d. Retain the pink copy of the manifest and a copy of the deposit slip(s) for your records.

Note *Do not attach the envelope to the clear plastic deposit bag or place it inside the bag. This will delay posting.*

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TM-1516 March 2010

Together we'll go far

Check deposits

Checks only. No paper currency, coin, bearer bonds, non-cash coupons, stock certificates, securities, or other valuables.

1. Endorse and bundle the checks.
   a. Endorse the back of each check with:
      Company name
      Location number
      Bank name
      Bank account number
   b. Stack the checks.
      - Place all checks face up in the same direction and in stacks of 250 checks or less.
      - Remove all paper clips or staples.
      - Secure each stack with a single rubber band.
   c. Run a check listing and prepare the bundles.
      - Run an itemized check listing to total each stack. On each listing, provide:
        Company name
        Location number
        Bank account number
        Deposit date
      - Keep checks in the same order as shown on the check listing.
      - Place the check listing on top of the check stack.
      - Place a second rubber band around the checks and check listing.
2. Prepare the deposit slip. On the slip, provide:
   Deposit date
   Total of each bundle (limit: 10 bundles per bag)
   Check deposit total
   Deposit total
3. Package the deposit.
   a. Gather the check bundles (limit: 10 bundles per bag).
   b. Review the deposit slip. Verify that the following information is recorded accurately:
      Deposit date
      Check bundle totals
      Deposit total
      Company name
      Location number
   c. Place items in a clear plastic deposit bag and seal the bag.
      - Write your company name, location number, deposit total and deposit destination on the outside of the clear plastic deposit bag.
      - Place original deposit slip and check bundles inside the bag. Keep one copy of the deposit slip for your records.
      - Seal the clear plastic deposit bag. Keep the tear-off bag receipt for your records.

Mixed deposits (available at select locations)

Can include coin, paper currency, and checks. No bearer bonds, non-cash coupons, securities, or other valuables.

1. Count and bundle the currency and coins.
   a. Place all currency face up.
   b. Remove all paper clips and staples.
   c. Bundle the currency into stacks of 500 notes, as quantity permits.
   d. Secure each stack using a single rubber band.

***Note** If you have coin totaling over $10.00, prepare it as a separate coin-only deposit as described in* *Coin deposits on page 1.*

2. Endorse and bundle the checks.
   a. Endorse the back of each check with:
      Company name
      Location number
      Bank name
      Bank account number
   b. Stack the checks.
      - Place all checks face up in the same direction and in stacks of 250 checks or less.
      - Remove all paper clips or staples.
      - Secure each stack with a single rubber band.
   c. Run a check listing and prepare the bundle.
      - Run an itemized check listing to total each stack. On each listing, provide:
        Company name
        Location number
        Bank account number
        Deposit date
      - Keep checks in the same order as shown on the check listing.
      - Place the check listing on top of the check stack.
      - Place a second rubber band around the checks and check listing.
3. Prepare the deposit slip. On the slip, provide:
   Deposit date
   Currency by denomination (if applicable)
   Currency and coin total
   Total of each check bundle
   Deposit total
4. Package the deposit.
   a. Gather the check bundles (limit: 10 bundles per bag).

b. Review the deposit slip. Verify that the following information is recorded accurately:

   Deposit date
   Currency and coin total
   Check bundle totals
   Deposit total
   Company name
   Location number

c. Place items in a clear plastic deposit bag, keeping currency and check bundles separate (do not merge), and seal the bag.
   - Write your company name, location number, deposit total, and deposit destination on the outside of the bag.
   - Place original deposit slip and check bundles inside the bag. Keep one copy of the deposit slip for your records.
   - Seal the clear plastic deposit bag.
   - Keep the tear-off bag receipt for your records.

Deposit supplies checklist

To order supplies, call 1-877-851-7258.

Deposit contains	Supplies checklist
Paper currency and coin	• Deposit slips • Bank-approved cash deposit bag (clear plastic, see-through, tamper-evident) • Currency straps (color-coded by denomination)
Checks	• Deposit slips • Bank-approved cash deposit bag (clear plastic, see-through, tamper-evident) • Endorsement stamp with store name, account number, location number
Coin only (greater than $10)	• Deposit slips • Colored adhesive labels • Plastic coin deposit bag • Envelopes

Deposit preparation tips

- Endorse all checks with your company name, account number, and location number.
- Always keep the tear-off bag receipt that is preprinted with the bag serial number.
- On the outside of every cash or check deposit bag, write:

  Company name
  Location number
  Deposit destination
  Deposit total

- Ensure all adhesive areas on the deposit bag is sealed
- Balance the deposit slip. Add currency, coin, and checks, then subtract the deposit slip total. The result should be zero.

Customer information

Location name _____

Location number _____

Armored carrier name _____

Armored carrier phone _____

Pickup time _____

Cash vault location _____

Change order phone number _____

Other _____

For general questions, call your Customer Service Officer or the service number on your bank statement.

Standard coin bag amounts

	Standard half bag amount	Standard full bag amount
Pennies	$25	$50
Nickels	$100	$200
Dimes	$500	$1,000
Quarters	$500	$1,000
Halves	$500	$1,000
Dollars	$1,000	$2,000

WELLS FARGO

Treasury Information Reporting

Previous Day reports

Helping you make more educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on the treasury activity for your Wells Fargo, non-Wells Fargo, and international bank accounts

Treasury Information Reporting offers a variety of previous day reports to help you determine your cash position. Delivered online through the *Commercial Electronic Office®* (*CEO®*) portal, the Previous Day reports provide convenient, customizable access to the transaction details you need to know. Extensive customization features allow you to create reports that fit your exact business requirements.

Previous Day reports include:

Previous Day Composite. This report offers a complete view of previous day information, including balances, transaction summaries, images for each check transaction, and transaction details for your bank accounts.

Express Balance. This report gives you a quick snapshot of your previous day account balance information. See the balance data for each account, the total funds available, and a summary total of the debits and credits posted to your account.

Month-to-Date. This report provides a daily summary of account balances, aggregate float, and total transactions posted to each of your accounts for the month to date, prior month, or for a specific date range.

Multibank Status. This report lets you know when all of your bank accounts—including non-Wells Fargo and international accounts—have previous day information available for you to review.

Sweep Account Position. For our *Stagecoach Sweep®** cash management service, customers who choose money market funds as their investment option, this report shows the investment balance for the prior day and allows you to track month-to-date dividend accruals. You can calculate your dividends earned on the previous day, the total book value of your cash, and your investment position for the next day.

Customizable options. Treasury Information Reporting allows you to:

- Access information from the *CEO* homepage through *CEO* report panels.
- Tailor the reports to include only the accounts you wish to see.
- Choose the data fields you want and the order you want them to appear when you download reports in CSV or Microsoft® Excel formats.
- Combine information from your accounts at other banks to get a complete look at your financial picture. Incoming data exchange transmission sends intraday and previous day account balance and/or transaction detail activity to Wells Fargo from participating financial institutions.
- Select the details you want to see. Use a range of filter options to select a number of variables, including balance type, transaction criteria, transaction amount, and reference number on the Previous Day Composite report.
- Use the optional expanded wire feature to view and print full transaction details, originator to beneficiary information, bank intermediary information, beneficiary information, and audit information for originated wires when you view reports in HTML and PDF formats.
- Choose a reporting period by selecting either the previous processing day or any processing day within the last week, or enter beginning and ending dates.
- Save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized report templates.

Technical specifications:

- View the reports in HTML or PDF formats.
- Download the reports in BAI V2, comma-delimited (CSV), or Microsoft® Excel formats.
- Data retention: Standard storage—seven days; extended optional storage—30, 60, 90, or 120 days.

continued on reverse side

*Investment Products: Not FDIC insured - no bank guarantee - may lose value

Together we'll go far

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TM-2007 - 09/10

Previous Day reports (continued)

WELLS FARGO

01/14/20XX 03:05 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY

HENRY WELLS, INC.
Previous Day Composite Report
As of 01/14/20XX

Commercial Electronic Office® — **Treasury Information Reporting**

Currency: USD
Bank: 073000228
Account: 12344

WELLS FARGO BANK, N.A.
ABC Company

Balances

Closing Ledger Balance	31,692.00
Closing Collected Balance	.00
Opening Available Balance	190,510.68
One Day Float	16,292.00
Two+ Day Float	15,400.00
MTD Average Closing Ledger Balance	20,531.15
MTD Average Closing Collected Balance	.00
Total Credits	16,892.16
Total Debits	1,392.16
Total Number Credits	2
Total Number Debits	6

Credit Transactions

01/14/20XX	301 / COMMERCIAL DEPOSIT **Cust Ref:** 00000000000 **Float- Zero Day:** .00 **One Day:** .00 **Two+ Day:** 15,500.00	**Credit Amount:** **Bank Ref:** IA001738013593	15,500.00
01/14/20XX	347 / SWEEP PRINCIPAL SELL **Cust Ref:** 00000000000 SWEEP TRANSFER FROM INVESTMENT	**Credit Amount:** **Bank Ref:** IA022000000369	1,392.16
	Credit Total	***Credit Amount:***	**16,892.16**

Debit Transactions

01/14/20XX	475 / CHECK PAID **Cust Ref:** 00000011143	**Credit Amount:** **Bank Ref:** IA001028322840	930.00
01/14/20XX	475 / CHECK PAID **Cust Ref:** 00000011144	**Credit Amount:** **Bank Ref:** IA001221471055	219.24
01/14/20XX	475 / CHECK PAID **Cust Ref:** 00000011136	**Credit Amount:** **Bank Ref:** IA001028319421	71.64
01/14/20XX	475 / CHECK PAID **Cust Ref:** 00000011148	**Credit Amount:** **Bank Ref:** IA001322198960	42.90
01/14/20XX	475 / CHECK PAID **Cust Ref:** 00000011133	**Credit Amount:** **Bank Ref:** IA000922298500	8.28
	CHECK PAID TOTAL	**Debit Amount:**	**1,272.06**

A The Balances section contains all the balances for each account.

This information also appears on the TIR Express Balance report.

B Transaction details include posting date, BAI code and description, amount, bank ID, float, and any text about the transaction.

Debit check transactions have links to check images.

Note: It is recommended that you subscribe to 90-day extended storage for the Month-to-Date Balance report.

For more information on Treasury Information Reporting, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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WELLS FARGO

Treasury Information Reporting

Intraday reports

Providing you timely notification of transactions that impact your bottom line

Treasury Information Reporting offers a variety of Intraday reports to help you make timely business decisions. Whether you need to know when a deposit hit your account or when a check is going to clear, you can determine your cash position whenever you need to, because the information is updated throughout the day. Delivered online through the *Commercial Electronic Office®* (*CEO®*) portal, the Intraday reports provide you convenient, customizable access to your transaction details. Choose the reports and extensive customization features to create a reporting package that fits your exact business requirements.

Treasury Information Reporting Intraday reports include:

Cash Letter Detail. The report lists up-to-date float information for each deposit—how much is available immediately, in one day, or in two or more days. It also delivers detailed funds availability information on preencoded check deposits.

Intraday Composite report. This report provides a comprehensive picture of current-day—or not yet posted—information, including balances, transaction summaries, and transaction details for each account.

You can access a mobile version of the report through your smartphone or PDA at https://ceomobile.wf.com. Monitor key account and transaction information when you're away from your desk at meetings, airports, across town, or around the globe.

Intraday Position report. This report collects current-day—or not yet posted—balance, debit, and credit information for all the accounts you select. The report summarizes the activity of all types of transactions, including Automated Clearing House, cash letter, investments, lockbox, wire transfer, and other debits and credits.

Customizable options. Treasury Information Reporting allows you to:

- access information from the *CEO* home page via *CEO* report panels.
- tailor the report to include accounts you wish to see.
- choose the data fields you want and the order you want them to appear when you download reports using CSV or Microsoft® Excel.
- combine information from your accounts at other banks to get a complete look at your financial picture. Incoming Data Exchange sends intraday and previous-day account balance and/or transaction detail activity to Wells Fargo from participating financial institutions.
- save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized report templates.
- view a current picture of your overall cash position.
- reconcile your accounts. The reports include reference numbers, descriptions, and transaction codes for detail items to make reconciling easier.

Treasury Information Reporting technical specifications:

- View the reports in HTML or PDF formats.
- Download the Intraday Composite and Cash Letter reports in BAI V2, comma-delimited (CSV), or Microsoft® Excel formats.
- Data retention: Standard storage – seven days. Optional extended storage – 30, 60, or 90 days.

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WIS-1033 - 01/10

Intraday reports (continued)

WELLS FARGO

06/18/20xx 11:18 AM ET
CUSTOMER ID: TIRO1
OPERATOR ID: OPER02

Commercial Electronic Office®

WIDGETS, INC.
Intraday Composite Report
06/18/20xx

Treasury Information Reporting

Note: Intraday information subject to change

Currency: USD
Bank: 123456789
Account: 12345

WELLS FARGO BANK, N.A.
WIDGETS, INC.

Balances

Opening Ledger Balance	12,725,742.07
Opening Available Balance	8,834,248.07
Current Ledger Balance	5,702,308.05
Current Available Balance	1,802,921.66
One Day Float	3,894,993.53
Two + Day Float	4,392.86
Back Value Adjustment To Opening Ledger	.00
Back Value Adjustment To Opening Available	.00
Change In Available Balances Since Opening	-7,031,326.41
Today's Credits	2,435,547.06
Today's Debits	9,458,981.08
Total Number Credits	36
Total Number Debits	41

Summaries

Type of Credit	Number of Items	Amount
Total ACH Concentration Credits	26	1,117,323.92
Total Deposits	1	17,696.91
Total Wire Transfer Credits	9	1,300,526.23
Credit Totals	**36**	**2,435,547.06**

Type of Debit	Number of Items	Amount
Total Pre-Authorized ACH Debits	16	3,390,644.47
Total Wire Transfer Debits	25	6,068,336.61
Debit Totals	**41**	**9,458,981.08**

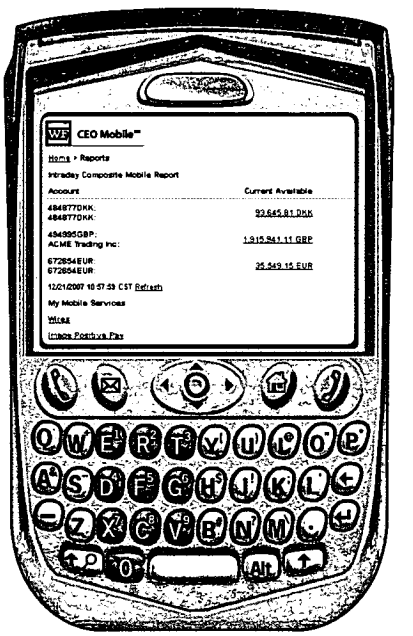
Credit Transactions

05/18/2001	**301 / COMMERCIAL DEPOSIT** **Cust Ref:** 0000000000 **Float - Zero Day:** .00 **One Day:** 56.00 **Two+ Day:** .00	**Credit Amount** **Bank Ref:** 170001 000151480481 CK	40,179.29
	COMMERCIAL DEPOSIT **Float - Zero Day:** 490.83 **One Day:** 39,683.46 **Two+ Day:** .00	**Total Credit Amount:**	**40,174.29**
	Credit Total **Float - Zero Day:** 2,427,654.67 **One Day:** 3,499.53 **Two+ Day:** 4,392.86	**Credit Amount:**	**2,435,547.06**

Debit Transactions

05/18/2001	**301 / COMMERCIAL DEPOSIT** **Cust Ref:** COMPLETE **Wire Ref:** 0144 Wells ref: 000777777777 333333333 FIRST UNION NATIONAL BANK AVONDALE, PA OBI=INNOVV E INCORPORATED RFG: CLIENT ID# 194288 /FTR/ BBK=FIRST UNION N EWARK NJ BNF=1111111111111 SEI FINANCIAL MANAGEMENT Complete Timestamp 020618140307 (Time Released)	**Debit Amount** **Bank Ref:**	3,634,067.44
	OUTGOING MONEY TRANSFER Total	**Debit Amount:**	**6,068,336.61**
	Debit total	**Debit Amount**	**9,458,981.08**

END OF REPORT



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WIS-1033 - 01/10

WELLS FARGO

Treasury Information Reporting

Wire Transfer Detail report

Giving you comprehensive, current-day detail of all funds transfers

The Wire Transfer Detail report is a quick and efficient way to keep track of all your outgoing and incoming funds transfers. This report shows a comprehensive, current-day (not yet posted) detail of all outgoing and incoming funds transfers, conveniently grouped by type: book transfers, Federal Reserve domestic wires, and international wires, including SWIFT and CHIPS. The Wire Transfer Detail report is available whenever and wherever you need it through the Treasury Information Reporting service, the cash management and treasury services component of the Wells Fargo *Commercial Electronic Office*® (*CEO*®) portal.

Wire Transfer Detail report offers:

Current, accurate information. Account information is updated continuously throughout the day, ensuring up-to-date information regardless of when you access the reports. This report is often your first notice that you've received an incoming wire transfer.

Reduced risk of fraud. Wire transfers tend to be large-value transactions posing a serious risk of fraud. Run this report as often as necessary to see your funds transfer activity as soon as possible.

Validation of internal records. You can use the Wire Transfer Detail report to validate your internal records of outgoing wires as well as to verify that the bank processed all wires that day.

Proactive notification. When you sign up for the Event Messaging service, we will notify you by e-mail, text message, or fax when your Wire Transfer Detail report is ready to view.

Flexible delivery. The Wire Transfer Detail report is available through the *CEO* portal to view, print, or download in BAI V2, comma-delimited (CSV), or Microsoft® Excel formats.

A host of customization options. Tailor your report to meet your business requirements:

- **Select only the banks and accounts you want to see.** Highlight the accounts you want, or, if you have a long list of accounts, use the filter feature to narrow the list.
- **Choose a reporting period.** Choose either the current business day, any business day within the last week, or enter custom beginning and ending dates. You can also enter a time range to see only those transactions within a specific time period.
- **Define the report content.** Include debits or credits, full transaction details, or subtotals. Or, select by a wire dollar amount or a range of dollar amounts.
- **View "Transactions Since Last Reported."** This useful feature allows you to view only those transactions that have been reported since your last report retrieval—helping to streamline your processes and save money.
- **Control how much detail you see.** Add details to your report, such as full text details associated with the wire, subtotals, or a summary of your customization selections.
- **Choose the data fields you want.** When you download CSV or Microsoft Excel reports, you can select the data fields you need and the order in which you want them to appear.
- **Save your customization options.** After you tailor your reports to meet your business needs, you can save and reuse them. Each user in your company can save up to 100 customized report templates. You can also easily modify, rename, and delete report templates as your business needs change.

Technical specifications:

- View the report in HTML or PDF formats.
- Download the report in BAI V2, CSV, or Microsoft Excel formats.
- Data retention: Standard storage—seven days; extended optional storage—30, 60, or 90 days.

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TM-2164 - 08/10

Wire Transfer Detail report (continued)

WELLS FARGO

06/18/20xx 11:18 AM ET
CUSTOMER ID: TIR01
OPERATOR ID: OPER02

Commercial Electronic Office®

WIDGETS, INC.
Wire Transfer Detail Report
06/18/20xx

Treasury Information Reporting

Note: Intraday information subject to change

Currency: USD
Bank: 555555555
Account: 99999

WELLS FARGO BANK, N.A.
WIDGETS, INC.

Credit Wire Amount	Process Date Time		Wire Service Wire Detail	Status
462,732.00	06/14/20xx 08:16 AM CT	From:	FEDWIRE ROYAL BANK OF CANADA-PAYMENT CENTER BAYTEX ENERGY LTD N/A	COMPLETE
		Corresponding Bank:	N/A	
		Wire Service Reference Number:	9999	
		Wells Message Number:	777777777777	
		PC Reference/Confirmation Number:	000000	
		Value Date:	06/18/20xx	
		Text:	6666666666 FIRSTMERIT BANK, NA AKRON, OH 0158 ORG=FIRSTMERIT COMMERCIAL LNS TOW 24 OBI=B/O AQUA PRE OF LOOUISIANA 5701 MAIN STREET, SMALL CITY, LA 70123/FTR Completed Timestamp 020614140307	

462,732.00	Credit Subtotal for FEDWIRE
462,732.00	Credit Total for Account 99999

Credit Wire Amount	Process Date Time		Wire Service Wire Detail	Status
34,067.44	06/14/20xx 09:36 AM CT	To:	FEDWIRE N/A FIRST AMERICAN TITLE ESCROW ACCOUNT 99999999	COMPLETE
		Corresponding Bank:	N/A	
		Wire Service Reference Number:	5555	
		Wells Message Number:	333333333333	
		PC Reference/Confirmation Number:	666666	
		Value Date:	06/14/20xx	
		Text:	220222222 AMERICAN NTL BK & TR CO OF CHICAGO, CHICAGO, IL 111111 OBI=REFERENCE ESCROW NUMBER NA 11111 T RC BRITTAN ATT: M. REYNA /FTR/BNF=8888888 FIRST AMERICAN TITLE ESCROW ACCOUNT Completed Timestamp xx0614140307	

34,067.44	Debit Subtotal for FEDWIRE
34,067.44	Debit Total for Account 99999

462,732.00	Credit Total for Account 99999
34,067.44	Debit Total for Account 99999
428,664.56	Account Net Total

462,732.00	Grand Total (Credit) For Currency (USD)
34,067.44	Grand Total (Debit) For Currency (USD)
428,664.56	Net Grand Total For Currency (USD)

--- END OF REPORT ---

For more information on the Wire Transfer Detail report, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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TM-2164 - 08/10

WELLS FARGO

Treasury Information Reporting

ACH Receive report

Helping customers with financial decision making by providing timely reporting on their incoming ACH transactions

The ACH Receive report makes it easier to update your accounts receivable system, as each transaction is individually listed along with identifying information received and the first addenda record. The ACH Receive report is one of many reports and is available online when you need it, from your desktop or laptop, by logging on to our *Commercial Electronic Office®* (*CEO®*) portal.

The ACH Receive report includes:

Customized reporting options. Online delivery allows you to select and search only the accounts, dates, and even the time frames you want to see. You can choose the fields you want and the order you want them to appear when you download the reports in CSV or Microsoft Excel® format. You can also add the ACH Receive report to the *CEO* Reporting Panel, so you can see the information as soon as you log on to *CEO* portal.

Event messaging. Receive notice by e-mail, text message, or fax when intraday ACH activity is received with optional Event Messaging. Users can customize the event by account and dollar thresholds in addition to the standard Event Messaging delivery options. This time-saving service eliminates the need to monitor your account activity online throughout the day.

Report templates. After you customize your report, you can save it as a report template and reuse it any time you want. Treasury Information Reporting lets each user in your company save up to 100 customized report templates. You can also easily modify, rename, or delete report templates as your business needs change.

Data retention. Standard storage: seven days; optional extended storage: 30, 60, or 90 days.

Report formats. HTML, PDF, BAI V2, Microsoft Excel, and CSV.

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TM-2208 - 08/10

ACH Receive report (continued)

WELLS FARGO

06/13/2010 11:18 AM ET
CUSTOMER ID: TIR01
OPERATOR ID: OPER02

WIDGETS, INC.
ACH Receive Report
As of 06/18/2010

Commercial Electronic Office®

Treasury Information Reporting

Balances may not reflect historical adjustment activity.

Currency: USD
Bank: 555555555
Account: 99999

WELLS FARGO BANK, N.A.
WIDGETS, INC.

Credit Amount	Transaction Detail			
2,479,240.39	Entry Class/Description:	CCD/MEDICARE A	Individual Name:	NORTH HOSPITAL
	Sending Co Name:	MEDICARE A	ID:	240057
	Sending Company ID:	999999999	Discretionary Data	
2,319,464.47	Entry Class/Description:	CCD/MEDICARE A	Individual Name:	HAYES HOSPITAL
	Sending Co Name:	MEDICARE A	ID:	240038
	Sending Company ID:	666666666	Discretionary Data	
5.00	Entry Class/Description:	CCD/DEPOSIT	Individual Name:	MEDICAL SUPPLIES
	Sending Co Name:	CARD SERVICES	ID:	564657987168714
	Sending Company ID:	444444444444	Discretionary Data	
7,087,711.06	Credit Total for Account 99999 USD			

Debit Amount	Transaction Detail			
4,334,533.39	Entry Class/Description:	CCD/AUTOSETTLE	Individual Name:	ACH AUTO SETLMNT
	Sending Co Name:	SOUTH HOSPITAL	ID:	FILE 88888888888
	Sending Company ID:	22222222222	Discretionary Data	
	ACH ORIGINATION - SOUTH HOSPITAL - FILE 88888888888 COID 22222222222 00046545645645			
4.00	Entry Class/Description:	NP DB FEE	Individual Name:	SMITH INDUSTRIES
	Sending Co Name:	GREEN CORP	ID:	03942-03948203948
	Sending Company ID:	333333333333	Discretionary Data	
9,883,465.63	Debit Total for Account 99999 USD			
-2,795,754.57	Account Net Total 99999 USD			
7,087,711.06	Currency Credit Total USD			
9,883,465.63	Currency Debit Total USD			
-2,795,754.57	Currency Net Total USD			

— END OF REPORT —

For more information on Treasury Information Reporting services, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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WELLS FARGO

Treasury Information Reporting

Originated ACH transaction reports

Helping you with financial decision making by providing timely ACH transaction reporting on your settlement accounts

The Wells Fargo Treasury Information Reporting service offers a variety of ACH reports—with many customizable features—to meet your payment transaction status needs. Whether you need the status of your ACH-originated transactions, a complete listing of activity affecting your settlement account, or information about originated transactions that were returned, we have the report to meet your ACH transaction needs. ACH reports are available online when you need them, from your desktop or laptop, by logging on to our *Commercial Electronic Office®* (*CEO®*) portal.

Originated ACH transaction reports include:

ACH Origination. With this report you can investigate ACH-originated transactions and confirm that the ACH transactions were processed. You can also view a list of ACH files, see detailed information about accepted or rejected transactions, and verify the origination of a particular transaction.

ACH Customer Activity. This report shows how ACH activity is affecting your settlement account. Your account information is updated by 5:00 a.m. each business day, so you can confirm that files and delete/reversal requests were received and processed. This report also matches adjustment activity to your bank statement and provides both a summary of all ACH settlement activity and a summary of return items and Notifications of Change (NOC).

ACH Return/NOC. This report provides detailed information on all returned ACH transactions. It automatically matches your return items to the original transactions. You can view a settlement summary or full details about each return, including transaction detail for ACH Returns both inside and outside the U.S., contested/corrected dishonored returns, NOCs, dishonored returns, redeposits, and refused NOCs.

Customizable options. Treasury Information Reporting allows you to:

- Quickly and easily access information from the *CEO* portal home page via *CEO* report panels.
- Choose a reporting period by selecting either the current processing day or any processing day within the last week, or by entering beginning and ending dates.
- Tailor the report to include only the information you want to see.
- You can choose the data fields you want and the order you want them to appear when you download them using CSV or Microsoft® Excel.
- Save your customization options. Each company user can save up to 100 customized report templates. You can also easily modify, rename, or delete report templates as your business needs change.

Technical specifications:

- View the report in HTML or PDF formats.
- Download the reports in BAI V1 or V2, comma-delimited, or Microsoft® Excel formats.
- Retrieve all reports for seven days. Optional standard storage for the ACH Customer Activity report is available for 30, 60, 90, or 120 days of extended storage.

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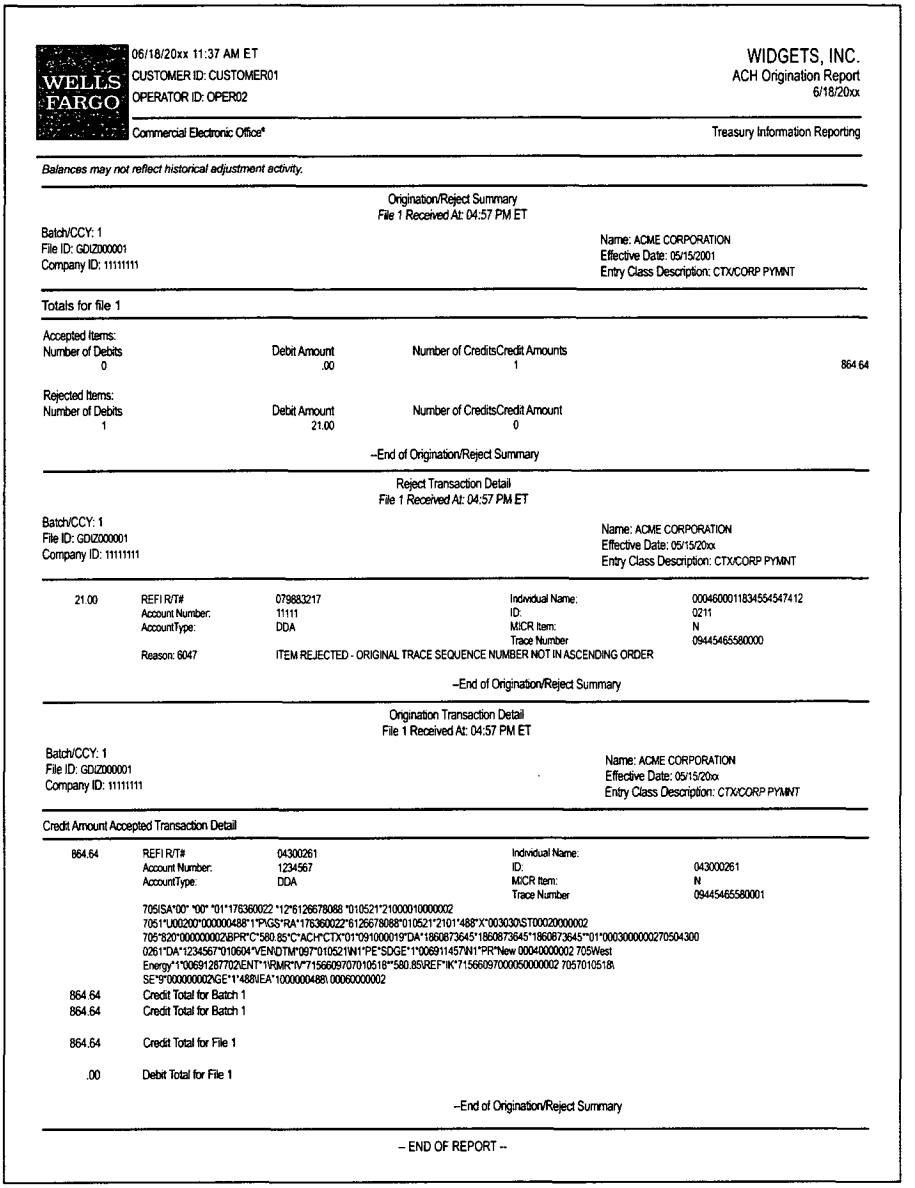
TM-2022 - 01/10

Originated ACH transaction reports (continued)

WELLS FARGO



06/18/20xx 11:37 AM ET
CUSTOMER ID: CUSTOMER01
OPERATOR ID: OPER02

WIDGETS, INC.
ACH Origination Report
6/18/20xx

Commercial Electronic Office®

Treasury Information Reporting

Balances may not reflect historical adjustment activity.

Origination/Reject Summary
File 1 Received At: 04:57 PM ET

Batch/CCY: 1
File ID: GDIZ000001
Company ID: 11111111

Name: ACME CORPORATION
Effective Date: 05/15/2001
Entry Class Description: CTX/CORP PYMNT

Totals for file 1

Accepted Items:

Number of Debits	Debit Amount	Number of CreditsCredit Amounts	
0	.00	1	864 64

Rejected Items:

Number of Debits	Debit Amount	Number of CreditsCredit Amount
1	21.00	0

--End of Origination/Reject Summary

Reject Transaction Detail
File 1 Received At: 04:57 PM ET

Batch/CCY: 1
File ID: GDIZ000001
Company ID: 11111111

Name: ACME CORPORATION
Effective Date: 05/15/20xx
Entry Class Description: CTX/CORP PYMNT

21.00	REFI R/T#	079883217	Individual Name:	0004600011834554547412
	Account Number:	11111	ID:	0211
	AccountType:	DDA	MICR Item:	N
			Trace Number	09445465580000
	Reason: 6047	ITEM REJECTED - ORIGINAL TRACE SEQUENCE NUMBER NOT IN ASCENDING ORDER		

--End of Origination/Reject Summary

Origination Transaction Detail
File 1 Received At: 04:57 PM ET

Batch/CCY: 1
File ID: GDIZ000001
Company ID: 11111111

Name: ACME CORPORATION
Effective Date: 05/15/20xx
Entry Class Description: CTX/CORP PYMNT

Credit Amount Accepted Transaction Detail

864.64	REFI R/T#	04300261	Individual Name:	
	Account Number:	1234567	ID:	043000261
	AccountType:	DDA	MICR Item:	N
			Trace Number	09445465580001

705ISA*00* *00* *01*176360022 *12*6126678088 *010521*21000010000002
7051*U00200*000000488*1*P\GS*RA*176360022*6126678088*010521*2101*488*X*003030\ST00020000002
705*820*000000002\BPR*C*580.85*C*ACH*CTX*01*091000019*DA*1860873645*1860873645*1860873645**01*000300000270504300
0261*DA*1234567*010604*VEN\DTM*097*010521\N1*PE*SDGE*1*006911457\N1*PR*New 00040000002 705West
Energy*1*00691287702\ENT*1\RMR*IV*7156609707010518**580.85\REF*IK*71566097000050000002 7057010518\
SE*9*000000002\GE*1*488\IEA*1000000488\ 00060000002

864.64	Credit Total for Batch 1
864.64	Credit Total for Batch 1
864.64	Credit Total for File 1
.00	Debit Total for File 1

--End of Origination/Reject Summary

-- END OF REPORT --

For more information on Treasury Information Reporting, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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TM-2022 - 01/10

ACH Return/NOC report

WELLS FARGO

08/31/20xx 11:23 AM ET
CUSTOMER ID: ABC123
OPERATOR ID: OPER01

ABC CORPORATION
ACH Return/NOC Report
As of 08/31/20xx

Commercial Electronic Office® **Treasury Information Reporting**

A File ID: 1111111111 **Name:** ABC CORPORATION
B Company ID: 1122334455

Settlement Summary

C Settlement Bank: 09100001 **Company:** ABC CORPORATION
D Settlement Account: 1234567890

International ACH Returned Items:
Debit Total for EUR: 550.50

Returned Items:
(Includes Redeposited and Dishonored Totals below.)
Account 1234567890 will be debited 393.87 on 08/31/20xx **E**

Redeposited Items:
(These items do not post against your account.)
Total Debits: 150.00

Dishonored Return Items:
Account 1234567890 will be credited 120.00 on 09/01/20xx

Transaction Detail

International ACH Returns **F Individual ID** **Name**	**G Eff Date** **Desc Date**	**H Acct Type** **Tran Type**	**I Amount** **J CCY**	**K Reason Cd/Desc** **L Original Trace No**
101202303 EUROSUPPLY INC	08/28/20xx	DDA CR	550.50 EUR	R04/INV ACCT 091000010000001

M Receiving RDFI: 391001268 **Q Account No:** 00000001288
N Co Entry Desc: PAYMENT **R Return Trace No:** 121212121212121
O Comments:
P Addenda: DEP000000000000000000 EUROSUPPLY INC 0000001
ABC CORPORATION 1234 MAIN STREET 0000001
ANYTOWN*CA\ US*99999\ 0000001
WELLS FARGO BANK 01091000019 US 0000001
XYZ BANK 02XYZZGB21008 G2 0000001
101202303 12345B MAPLETON PLACE 0000001
LONDON*\ GB*SE50AN\ 0000001

Returns **Individual ID** **Name**	**Eff Date** **Desc Date**	**Acct Type** **Tran Type**	**Amount**	**Reason Cd/Desc** **Original Trace No**
200200020 C. CHANG	08/28/20xx 0818xx	DDA DB	136.88	R03/NO ACCOUNT 09100001964345

Receiving RDFI: 252525252 **Account No:** 010101010101
Co Entry Desc: MPS PAYMNT **Return Trace No:** 121212121212121
Comments:

Notifications of Change **Individual ID** **Name**	**Eff Date** **Desc Date**	**Acct Type** **Tran Type**	**Amount**	**Reason Cd/Desc** **Original Trace No**
200400040 E. EDWARDS	08/28/20xx 0818xx	DDA DB	.00	C02/R/T NUMBER 091000019316316

Receiving RDFI: 107000107 **Account No:** 080608060
Co Entry Desc: MPS PAYMNT **Return Trace No:** 0867680
S Correction: T/R S/B: 102000102
Addenda: 091000019316316 10700010102000102

(continued on page 89)

Sample report key for page 1 of the ACH Return/NOC report:

Ⓐ	File ID. File ID for the file that originally included the items listed in the report.
Ⓑ	Company ID. Identifying number of the originating company.
Ⓒ	Settlement Bank. Wells Fargo's routing/transit number.
Ⓓ	Settlement Account. Your company's Wells Fargo account used for settlement of ACH transactions.
Ⓔ	Settlement amount and date. Amount and date when returns listed on the report will settle to your settlement account.
Ⓕ	Individual ID and Name. ID number and name of the receiver.
Ⓖ	Effective Date/Desc Date. Effective entry date and company descriptive date from the company/batch header record. If the effective date falls on a weekend or holiday or if the file is received past the deadline, Wells Fargo adjusts the date to a valid business day. Desc Date can also be one of the following: • **NORWST, ON-US**—Indicates a credit union conversion or Wells Fargo-generated NOC. • **ADMIN**—Indicates a check submitted through the Check Conversion process that was returned and could not be corrected with Administrative Returns. • **WFBDEF, WFBDMC, WFBDPM**—Indicates a check submitted through the Check Conversion process that was processed as a MICR-Split item (converted to a pre-authorized check). Found on NOCs with reason code C99.
Ⓗ	Acct Type/Tran Type. Account type is **DDA** (checking) or **SAV** (savings). Transaction type is **DB** (debit) or **CR** (credit).
Ⓘ	Amount. Dollar amount of the entry.
Ⓙ	CCY (IAT transactions only). Currency code.
Ⓚ	Reason Cd/Desc. Indicates the reason for the return, NOC, dishonor, or redeposit. Reason codes are listed in the *ACH Quick Reference*.
Ⓛ	Original Trace No. The sequence number assigned by Wells Fargo when the item was originally processed. ***Note*** *If the original trace number is the same as the return trace number, Wells Fargo could not identify the return or NOC in the history database, and the item received from the RDFI may contain invalid information.*
Ⓜ	Receiving RDFI. Routing/transit number of the RDFI.
Ⓝ	Co Entry Desc. Company entry description from the original transaction.
Ⓞ	Comments. For returns, may indicate why an item was returned. For redeposits, indicates whether this is the first or second representment.
Ⓟ	Addenda (International ACH Returns and NOCs only). For NOCs, provides information to help you determine the correction needed.
Ⓠ	Account No. Receiver's account number at the RDFI.
Ⓡ	Return Trace No. Trace number for the return.
Ⓢ	Correction (NOCs only). Indicates what the correct information should be. For example: • ***T/R S/B 102000102** indicates that the transit/routing number should be 102000102. • ***ACCT S/B: 0123456789** indicates that the account number should be 0123456789.

(continued from page 87)

Dishonored Returns

R69 Code Descriptions
01 = Incorrect DFI Acct Number
02 = Incorrect Orig Entry Trace Number
03 = Incorrect Dollar Amount
04 = Incorrect Individual ID/ID Number
05 = Incorrect Transaction Code
06 = Incorrect Company ID Number
07 = Invalid Effective Entry Date

Individual ID / Name	Eff Date / Desc Date	Acct Type / Tran Type	Amount	Reason Cd/Desc / Original Trace No
20030030 D. DAVIDSON	08/25/20xx 0825xx	DDA DB	106.99	R68/UNTIME RTN 09100001964555

Receiving RDFI: 092905278 **Account No:** 100000000002
Co Entry Desc: MPS PAYMNT **Return Trace No:** 0800800

Ⓣ **Returned** **Tran Date:** 08/31/20xx **Trace No** 011223344556677
Reason Code: R01 **Description** INSUF FUND
Ⓤ **Original** **Tran Date:** 08/25/20xx **Trace No** 09100001964555

Redeposits

Individual ID / Name	Eff Date / Desc Date	Acct Type / Tran Type	Amount	Reason Cd/Desc / Original Trace No
20050050 F. FREEMAN	08/25/20xx 0824xx	DDA DB	150.00	R01/INSUF FUND 091000019891891

Receiving RDFI: 221001111 **Account No:** 508050805
Co Entry Desc: MPS PAYMNT **Return Trace No:** 2808082
Comments: 1ST REPRESENTMENT

Transaction Recap

	Debit Items	Debit Amount	Credit Items	Credit Amount
International ACH Returns (EUR)		.00	1	550.50
Returns	1	136.88		.00
Ⓥ **Notifications of Change**	1	.00		.00
Dishonored Returns	1	106.99		.00
Redeposits	1	150.00		.00

Sample report key for page 2 of the ACH Return/NOC report:

Ⓣ	(Dishonored returns only.) Information for the return that is being dishonored.
Ⓤ	Original Tran Date (Dishonored returns only). Transaction date of the original item.
Ⓥ	Totals. Lists total number and amount of items for the report.

WELLS FARGO

Treasury Information Reporting

Lockbox reports

Helping you with financial decision making by providing timely lockbox activity reporting

The Wells Fargo Treasury Information Reporting (TIR) service provides comprehensive and timely information on your lockbox activity to help you facilitate investment or borrowing decisions. Lockbox reports are available online through the Wells Fargo *Commercial Electronic Office®* (*CEO®*) portal.

Lockbox reports include:

Lockbox Availability report. This report offers funds availability information, including deposit and float breakdown, for all your lockbox deposit accounts on an intraday basis. All deposits received by 3:00 p.m. local time in our check clearing centers will show on this report. All deposit information after 3:00 p.m. local time is available on the Previous Day Composite report.

Lockbox Detail report. This report provides transaction-level detail information about payments received from your customers. This online report illustrates standard check MICR data and optional transaction data, including Invoice Number, Invoice Amount, Remitter Name, Check Date, and one custom field you define.

Intraday deposit details. Lockbox data is updated several times throughout the day, ensuring that your deposit information is current.

Customized reporting options. Online delivery allows you to select and search only the accounts and dates you want to see. You can also add any of your Lockbox reports to the *CEO* Reporting Panel, so you can see the information as soon as you log on to the *CEO* portal.

Images. You can view images of your lockbox deposit transactions from the Lockbox Detail.

Report templates. After you customize your report, you can save it as a report template and reuse it any time you want. Treasury Information Reporting lets each user in your company save up to 100 customized report templates. You can also easily modify, rename, or delete report templates as your business needs change.

Technical specifications:

- View the report in HTML or PDF formats.
- Download the reports in BAI V1 or V2, comma-delimited, or Microsoft® Excel formats.
- Retrieve all reports for seven days. Optional extended storage for the Lockbox reports is available for 30, 60, or 90 days.

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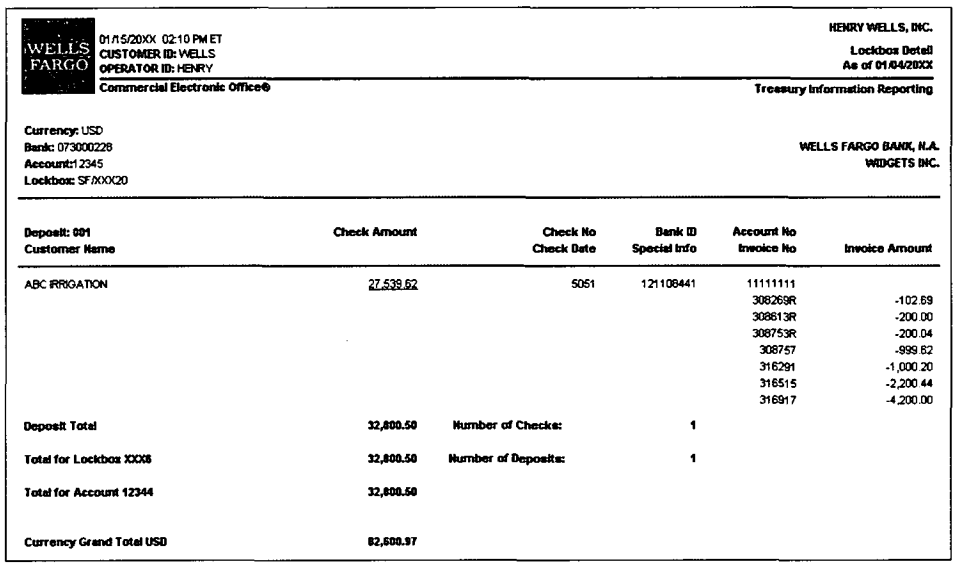
TM-2190 - 07/10

Lockbox reports (continued)

Lockbox Detail report



01/15/20XX 02:10 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY
Commercial Electronic Office®

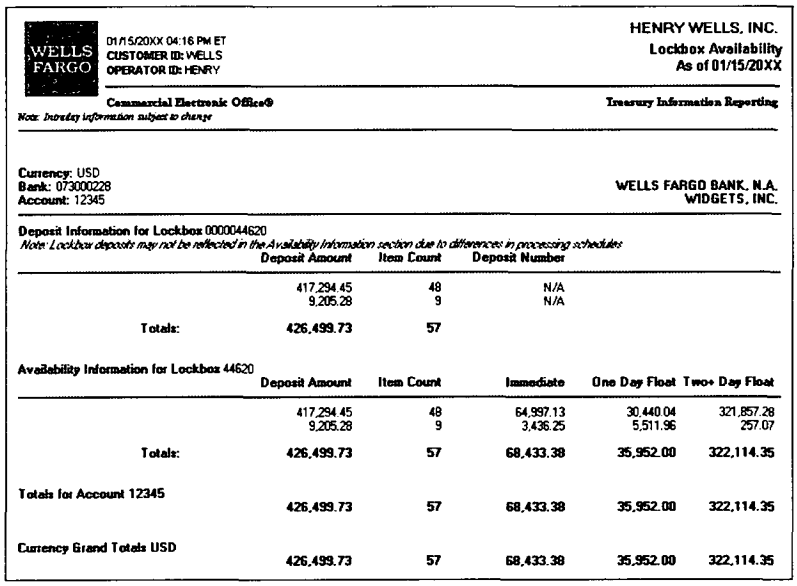
HENRY WELLS, INC.
Lockbox Detail
As of 01/04/20XX
Treasury Information Reporting

Currency: USD
Bank: 073000228
Account:12345
Lockbox: SF/XXX20

WELLS FARGO BANK, N.A.
WIDGETS INC.

Deposit: 001 Customer Name	Check Amount	Check No Check Date	Bank ID Special Info	Account No Invoice No	Invoice Amount
ABC IRRIGATION	27,539.62	5051	121108441	11111111	
				308269R	-102.69
				308613R	-200.00
				308753R	-200.04
				308757	-999.82
				316291	-1,000.20
				316515	-2,200.44
				316917	-4,200.00
Deposit Total	32,800.50	Number of Checks:	1		
Total for Lockbox XXX8	32,800.50	Number of Deposits:	1		
Total for Account 12344	32,800.50				
Currency Grand Total USD	82,600.97				

Lockbox Availability report



01/15/20XX 04:16 PM ET
CUSTOMER ID: WELLS
OPERATOR ID: HENRY
Commercial Electronic Office®
Note: Intraday information subject to change

HENRY WELLS, INC.
Lockbox Availability
As of 01/15/20XX
Treasury Information Reporting

Currency: USD
Bank: 073000228
Account: 12345

WELLS FARGO BANK, N.A.
WIDGETS, INC.

Deposit Information for Lockbox 0000044620
Note: Lockbox deposits may not be reflected in the Availability Information section due to differences in processing schedules

	Deposit Amount	Item Count	Deposit Number
	417,294.45	48	N/A
	9,205.28	9	N/A
Totals:	426,499.73	57	

Availability Information for Lockbox 44620

	Deposit Amount	Item Count	Immediate	One Day Float	Two+ Day Float
	417,294.45	48	64,997.13	30,440.04	321,857.28
	9,205.28	9	3,436.25	5,511.96	257.07
Totals:	426,499.73	57	68,433.38	35,952.00	322,114.35
Totals for Account 12345	426,499.73	57	68,433.38	35,952.00	322,114.35
Currency Grand Totals USD	426,499.73	57	68,433.38	35,952.00	322,114.35

Deposit information for each lockbox

Availability information for each lockbox

For more information on Treasury Information Reporting, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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TM-2190 - 07/10

WELLS FARGO

Treasury Information Reporting

Controlled Disbursement reports

Helping you obtain the information needed to generate the maximum return from your available funds and helping you to remove the guesswork from investments and borrowing decisions

Treasury Information Reporting for Controlled Disbursement provides presentment and adjustment information throughout the day. Delivered online through the *Commercial Electronic Office®* (*CEO®*) portal, Controlled Disbursement reports provide you convenient, intraday access to help you to analyze information and determine your exact cash position. Extensive customization features allow you to create a report that fits your business requirements.

Controlled Disbursement reports include:

Controlled Disbursement Detail. This report provides in-depth transaction details, including dollar amount, processing date, time reported, transaction type, and description for your controlled disbursement accounts. We update presentment information several times during the day, ensuring that your Controlled Disbursement Detail report is current.

Controlled Disbursement Summary. This intraday report helps you identify excess funds by offering a summary of the current-day presentment and adjustment activity.

Customizable options. Treasury Information Reporting allows you to:

- Access information from the *CEO* home page through *CEO* report panels.
- Tailor the reports to include only the information you want to see.
- Choose the data fields you want and the order you want them to appear when you download reports in CSV or Microsoft® Excel format.
- Choose a reporting period by selecting either the current processing day or any processing day within the last week, or enter beginning and ending dates.
- Sort your report using the Trace Number or Amount sort options.
- Choose to include accepted or rejected item transaction detail information in your report.
- Save your customization options. Treasury Information Reporting lets each user in your company save up to 100 customized report templates.

Technical specifications:

- View the report in HTML or PDF formats.
- Download the report in BAI V2, CSV, or Microsoft Excel formats.
- Data retention: Standard storage – 7 days; optional extended storage – 30, 60, or 90 days.
- Controlled Disbursement detail reporting sites: Grand Junction, Colo.; Plano, Texas; Van Wert, Ohio.
- Controlled Disbursement Summary reporting sites: Calabasas, Calif.; Grand Junction, Colo.; Plano, Texas; Red Wing, Minn.; Van Wert, Ohio.

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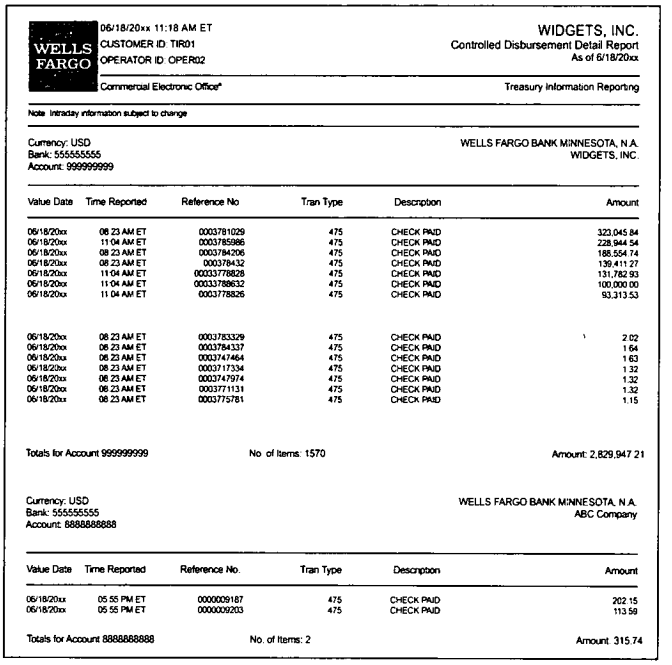
TM-2181 - 08/10

Controlled Disbursement reports (continued)

Controlled Disbursement Detail report



WELLS FARGO

06/18/20xx 11:18 AM ET
CUSTOMER ID: TIR01
OPERATOR ID: OPER02

WIDGETS, INC.
Controlled Disbursement Detail Report
As of 6/18/20xx

Commercial Electronic Office® — Treasury Information Reporting

Note: Intraday information subject to change

Currency: USD
Bank: 555555555
Account: 999999999

WELLS FARGO BANK MINNESOTA, N.A.
WIDGETS, INC.

Value Date	Time Reported	Reference No	Tran Type	Description	Amount
06/18/20xx	08:23 AM ET	0003781029	475	CHECK PAID	323,045.84
06/18/20xx	11:04 AM ET	0003785986	475	CHECK PAID	228,944.54
06/18/20xx	08:23 AM ET	0003784206	475	CHECK PAID	188,554.74
06/18/20xx	08:23 AM ET	000378432	475	CHECK PAID	139,411.27
06/18/20xx	11:04 AM ET	00033778828	475	CHECK PAID	131,782.93
06/18/20xx	11:04 AM ET	00033788632	475	CHECK PAID	100,000.00
06/18/20xx	11:04 AM ET	0003778826	475	CHECK PAID	93,313.53
06/18/20xx	08:23 AM ET	0003783329	475	CHECK PAID	2.02
06/18/20xx	08:23 AM ET	0003784337	475	CHECK PAID	1.64
06/18/20xx	08:23 AM ET	0003747464	475	CHECK PAID	1.63
06/18/20xx	08:23 AM ET	0003717334	475	CHECK PAID	1.32
06/18/20xx	08:23 AM ET	0003747974	475	CHECK PAID	1.32
06/18/20xx	08:23 AM ET	0003771131	475	CHECK PAID	1.32
06/18/20xx	08:23 AM ET	0003775781	475	CHECK PAID	1.15

Totals for Account 999999999 — No. of Items: 1570 — Amount: 2,829,947.21

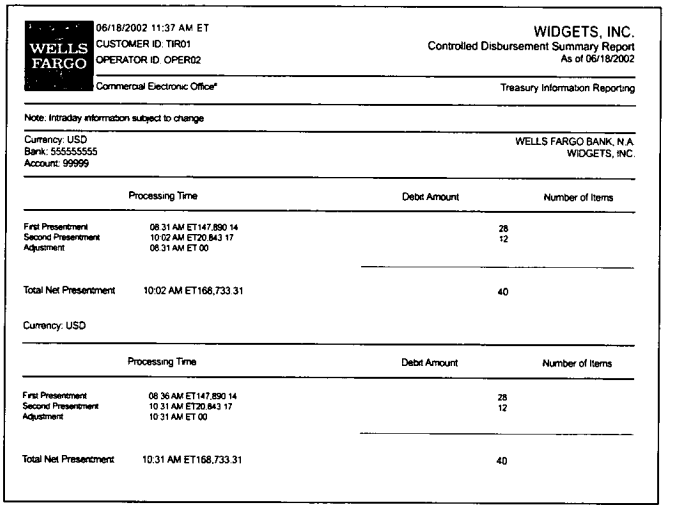
Currency: USD
Bank: 555555555
Account: 8888888888

WELLS FARGO BANK MINNESOTA, N.A.
ABC Company

Value Date	Time Reported	Reference No.	Tran Type	Description	Amount
06/18/20xx	05:55 PM ET	0000009187	475	CHECK PAID	202.15
06/18/20xx	05:55 PM ET	0000009203	475	CHECK PAID	113.59

Totals for Account 8888888888 — No. of Items: 2 — Amount: 315.74

Controlled Disbursement Summary report



WELLS FARGO

06/18/2002 11:37 AM ET
CUSTOMER ID: TIR01
OPERATOR ID: OPER02

WIDGETS, INC.
Controlled Disbursement Summary Report
As of 06/18/2002

Commercial Electronic Office® — Treasury Information Reporting

Note: Intraday information subject to change

Currency: USD
Bank: 555555555
Account: 99999

WELLS FARGO BANK, N.A.
WIDGETS, INC.

	Processing Time	Debit Amount	Number of Items
First Presentment	08:31 AM ET147,890.14		28
Second Presentment	10:02 AM ET20,843.17		12
Adjustment	08:31 AM ET 00		
Total Net Presentment	10:02 AM ET168,733.31		40

Currency: USD

	Processing Time	Debit Amount	Number of Items
First Presentment	08:36 AM ET147,890.14		28
Second Presentment	10:31 AM ET20,843.17		12
Adjustment	10:31 AM ET 00		
Total Net Presentment	10:31 AM ET168,733.31		40

For more information on Controlled Disbursement reports, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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TM-2181 - 08/10

WELLS FARGO

Treasury Information Reporting

ARP statements and reporting

Helping you make more educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on your account reconciliation process (ARP) data

Treasury Information Reporting offers a variety of online ARP statements and reports to help you reconcile your accounts. Delivered online through the *Commercial Electronic Office®* (*CEO®*) business portal, ARP reports provide you with convenient, customizable access to the transaction details you need to know. Extensive customization features allow you to create reports that fit your exact business requirements. Through Treasury Information Reporting, you can access your ARP statements, get 14 optional ARP reports, perform intracycle queries, and view details of your account reconciliation activity. Since the reports are available through the *CEO* portal, you can get information whenever and wherever you want.

ARP statements and reports include:

ARP statements and reports. Access your ARP statements and 14 off-cycle optional reports in PDF format, free of charge. Or choose just the data you want to see before you download your ARP statements and off-cycle optional reports in CSV or Excel format.

ARP query report. Perform a query of your ARP data and download the results in CSV or Excel.

ARP File Posting Confirmation report. View a summary and details of your account reconciliation activity by date, including check issues, cancels, and voids, as well as stop payment requests, releases, and renewals in PDF format.

Custom reporting options. You can select up to 14 optional reports, eliminating the need to go through the entire statement to find information on specific types of transactions. When you download your reports in CSV or Excel, you can select just the columns of data that you need.

Previous statement periods. You can access your statements and reports from previous statement cycles. If you require longer retention, you can save the statements and reports to your PC or archive them to CD-ROM.

Data retention. Receive regular reports and statements.

- ARP statements and reports (PDF): 12 rolling months.
- ARP statements and reports (CSV and Excel): 12 rolling months.
- ARP query report: Two statement cycles plus the current cycle.
- ARP File Posting Confirmation report: 45 days.

Report formats. PDF, CSV, and Excel.

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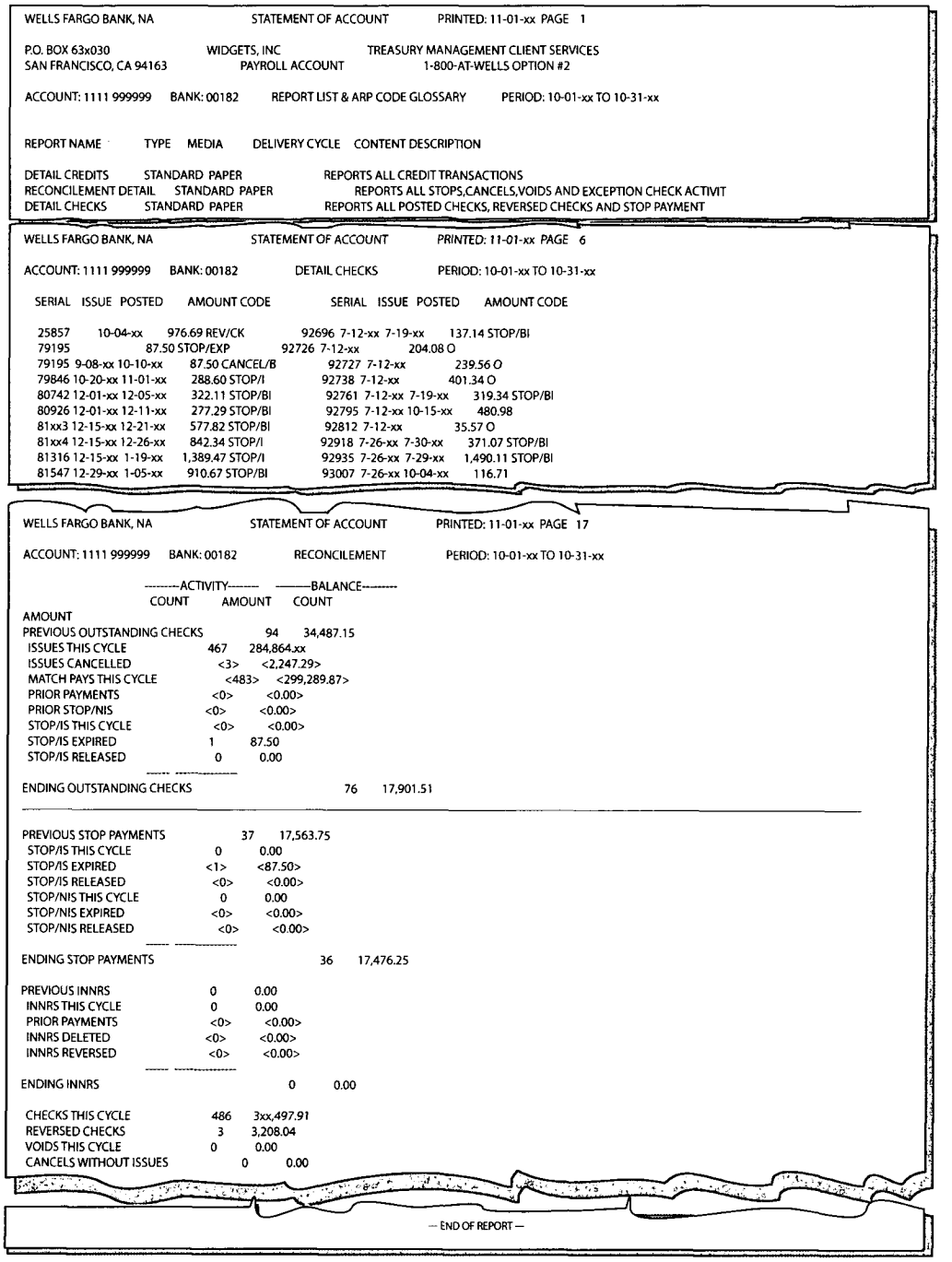
TM-2066 - 08/10

ARP statements and reporting (continued)



WELLS FARGO BANK, NA STATEMENT OF ACCOUNT PRINTED: 11-01-xx PAGE 1

P.O. BOX 63x030 WIDGETS, INC TREASURY MANAGEMENT CLIENT SERVICES
SAN FRANCISCO, CA 94163 PAYROLL ACCOUNT 1-800-AT-WELLS OPTION #2

ACCOUNT: 1111 999999 BANK: 00182 REPORT LIST & ARP CODE GLOSSARY PERIOD: 10-01-xx TO 10-31-xx

REPORT NAME	TYPE	MEDIA	DELIVERY CYCLE	CONTENT DESCRIPTION
DETAIL CREDITS	STANDARD	PAPER		REPORTS ALL CREDIT TRANSACTIONS
RECONCILEMENT DETAIL	STANDARD	PAPER		REPORTS ALL STOPS,CANCELS,VOIDS AND EXCEPTION CHECK ACTIVIT
DETAIL CHECKS	STANDARD	PAPER		REPORTS ALL POSTED CHECKS, REVERSED CHECKS AND STOP PAYMENT

WELLS FARGO BANK, NA STATEMENT OF ACCOUNT PRINTED: 11-01-xx PAGE 6

ACCOUNT: 1111 999999 BANK: 00182 DETAIL CHECKS PERIOD: 10-01-xx TO 10-31-xx

SERIAL	ISSUE	POSTED	AMOUNT	CODE	SERIAL	ISSUE	POSTED	AMOUNT	CODE
25857	10-04-xx		976.69	REV/CK	92696	7-12-xx	7-19-xx	137.14	STOP/BI
79195			87.50	STOP/EXP	92726	7-12-xx		204.08	O
79195	9-08-xx	10-10-xx	87.50	CANCEL/B	92727	7-12-xx		239.56	O
79846	10-20-xx	11-01-xx	288.60	STOP/I	92738	7-12-xx		401.34	O
80742	12-01-xx	12-05-xx	322.11	STOP/BI	92761	7-12-xx	7-19-xx	319.34	STOP/BI
80926	12-01-xx	12-11-xx	277.29	STOP/BI	92795	7-12-xx	10-15-xx	480.98	
81xx3	12-15-xx	12-21-xx	577.82	STOP/BI	92812	7-12-xx		35.57	O
81xx4	12-15-xx	12-26-xx	842.34	STOP/I	92918	7-26-xx	7-30-xx	371.07	STOP/BI
81316	12-15-xx	1-19-xx	1,389.47	STOP/I	92935	7-26-xx	7-29-xx	1,490.11	STOP/BI
81547	12-29-xx	1-05-xx	910.67	STOP/BI	93007	7-26-xx	10-04-xx	116.71	

WELLS FARGO BANK, NA STATEMENT OF ACCOUNT PRINTED: 11-01-xx PAGE 17

ACCOUNT: 1111 999999 BANK: 00182 RECONCILEMENT PERIOD: 10-01-xx TO 10-31-xx

	--------ACTIVITY-------- COUNT	AMOUNT	---------BALANCE--------- COUNT	
AMOUNT				
PREVIOUS OUTSTANDING CHECKS			94	34,487.15
ISSUES THIS CYCLE	467	284,864.xx		
ISSUES CANCELLED	<3>	<2,247.29>		
MATCH PAYS THIS CYCLE	<483>	<299,289.87>		
PRIOR PAYMENTS	<0>	<0.00>		
PRIOR STOP/NIS	<0>	<0.00>		
STOP/IS THIS CYCLE	<0>	<0.00>		
STOP/IS EXPIRED	1	87.50		
STOP/IS RELEASED	0	0.00		
ENDING OUTSTANDING CHECKS			76	17,901.51
PREVIOUS STOP PAYMENTS			37	17,563.75
STOP/IS THIS CYCLE	0	0.00		
STOP/IS EXPIRED	<1>	<87.50>		
STOP/IS RELEASED	<0>	<0.00>		
STOP/NIS THIS CYCLE	0	0.00		
STOP/NIS EXPIRED	<0>	<0.00>		
STOP/NIS RELEASED	<0>	<0.00>		
ENDING STOP PAYMENTS			36	17,476.25
PREVIOUS INNRS	0	0.00		
INNRS THIS CYCLE	0	0.00		
PRIOR PAYMENTS	<0>	<0.00>		
INNRS DELETED	<0>	<0.00>		
INNRS REVERSED	<0>	<0.00>		
ENDING INNRS			0	0.00
CHECKS THIS CYCLE	486	3xx,497.91		
REVERSED CHECKS	3	3,208.04		
VOIDS THIS CYCLE	0	0.00		
CANCELS WITHOUT ISSUES	0	0.00		

— END OF REPORT —

For more information on ARP statements and reporting, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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TM-2066 - 08/10

WELLS FARGO

Account Reconciliation Plan (ARP) service

ARP optional reports

Helping you make better-educated decisions and reconcile accounts quickly and easily by providing comprehensive reporting on your ARP data

Choose from 14 optional ARP reports—available on an ongoing or as-needed basis—that focus on specific portions of your statement. Our ARP reports allow you to review information and research transactions quickly and easily, helping you eliminate time-consuming searches.

ARP optional reports offer:

Detailed transaction data in 14 specific areas. The areas include paid checks, posted items, outstanding checks, deposit locations, credits, bank-originated entries, stop payments, reversed checks, issue notices not received, voids and cancels, issues this cycle, unpaid checks, matched paid items, and prior payments.

Convenient and timely delivery. Reports can be delivered online through the *Commercial Electronic Office®* (*CEO®*) portal, via transmission, or on paper. They can be delivered with your standard statement or on a regular daily, weekly, monthly, or twice-monthly schedule. You may also request reports at any time during the month on a one-time-only basis. Turnaround time on special requests is one business day.

Sorting to match your needs. At no extra charge, we will group, sort, and subtotal activity on your ARP statement and optional reports by a variety of information fields to match your accounting system or management information needs. The default order is by serial number, then by posted date.

Sample reports:

Paid Checks. This report identifies which checks have been paid, calculates their total value, and provides a simple means of investigating "checks paid" discrepancies between your bank statement and internal accounting records.

WELLS FARGO	ACCOUNT RECONCILEMENT	PRINTED: 05-31-08 PAGE 1
P.O. BOX 63020 SAN FRANCISCO, CA 94163	ABC CORPORATION	TREASURY MANAGEMENT CLIENT SERVICES 1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222	PAID CHECKS REPORT	PERIOD: 05-31-08 TO 05-31-08

SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
450201004		5-31-08	20.00	INNR
450201005		5-31-08	200.00	INNR
4050101002	5-30-08	5-30-08	100.00	
4050101004	5-30-08	5-30-08	20.00	
4050101005	5-30-08	5-31-08	200.00	
4050201001		5-31-08	10.00	
4050201002		5-31-08	109.00	INNR
4050201003		5-31-08	1,000.00	
8			1,659.00	TOTAL

continued on next page

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ARP optional reports (continued)

Posted Items Listing. This report summarizes all transactions (including detail checks, detail other debits, and detail credits) that are posted to your account (initiated by either you or Wells Fargo) during the accounting period you select.

```
WELLS FARGO                          ACCOUNT RECONCILEMENT                PRINTED: 06-30-08        PAGE    1
P.O. BOX 63020                             ABC CORPORATION                TREASURY MANAGEMENT CLIENT SERVICES
SAN FRANCISCO, CA 94163                                                   1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222                       POSTED ITEMS LISTING           PERIOD: 05-31-08 TO 06-30-08

    SERIAL    AS/OF    POSTED          AMOUNT TRANSACTION DESCRIPTION

 450101004  5-30-08  5-31-08           20.00   REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101004 OURREF: 8-30-00
                                               0000000
 450101005  5-30-08  5-31-08          200.00   REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101005 OURREF: 8-30-00
                                               0000000
 450201004           5-30-08           20.00   INNR
 450201005           5-30-08          200.00   INNR
1400076517           5-31-08        1,330.00   ZERO BALANCE ACCOUNT TRANSFER FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
                                               00076517
4050201002  5-30-08  5-31-08          100.00
4050201002  5-30-08  5-31-08          109.00   REVERSAL OF CHECK POSTED 5-30-08 REPOSTED 5-31-08 AS SERIAL 4050101002 OURREF: 8-30-00
                                               0000000
4050101004  5-30-08  5-31-08           20.00
4050101005  5-30-08  5-31-08          200.00
4050201001           5-31-08           10.00
4050201002           5-31-08          109.00   INNR
4050201003           5-31-08        1,000.00
       8                            1,659.00 TOTAL DEBITS & CR.REV.
       4                            1,659.00 TOTAL CREDITS & DR. REV.
```

Note: This sample Posted Items Listing report reflects activity for a Full Reconciliation account.

Outstanding Checks.* This report provides a complete, detailed listing of all outstanding checks for the accounting period you have specified by summarizing your outstanding checks as of your statement date.

```
WELLS FARGO                          ACCOUNT RECONCILEMENT                PRINTED: 05-06-08        PAGE    1
P.O. BOX 63020                             ABC CORPORATION                TREASURY MANAGEMENT CLIENT SERVICES
SAN FRANCISCO, CA 94163                                                   1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222                     OUTSTANDING CHECKS REPORT        PERIOD: 0-00-00 TO 05-06-08

    SERIAL   ISSUE          AMOUNT CODE   OPTIONAL INFO     SERIAL   ISSUE          AMOUNT CODE   OPTIONAL INFO
3051101003  5-3-08        1,000.00 0                    3051101002  5-05-08        1,000.00 0
3051101004  5-3-08           20.00 0                    3051101003  5-05-08           20.00 0
3051101005  5-3-08          200.00 0                    3051101004  5-05-08          200.00 0
3051201001  5-3-08           10.00 0                    3051201005  5-05-08           10.00 0
3051201002  5-3-08          100.00 0                    4051201001  5-06-08          100.00 0      PAYEE NAME 1
3051201003  5-3-08        1,000.00 0                    4051201002  5-06-08        1,000.00 0      PAYEE NAME 3
3051201004  5-3-08           20.00 0                    4051201003  5-06-08           20.00 0      PAYEE NAME 3
3051201005  5-3-08          200.00 0                    4051201004  5-06-08          200.00 0      PAYEE NAME 4
3051301001  5-3-08           10.00 0                    4051301005  5-06-08           10.00 0      PAYEE NAME 5
      18                 5,210.00 TOTAL                                          5,210.00 TOTAL
```

Deposit Location. This report includes four sections:

- Deposit Detail—lists all deposit-related transactions for each location.

```
WELLS FARGO                          ACCOUNT RECONCILEMENT                PRINTED: 06-05-08        PAGE    1
P.O. BOX 63020                             ABC CORPORATION                TREASURY MANAGEMENT CLIENT SERVICES
SAN FRANCISCO, CA 94163                                                   1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222                       DEPOSIT DETAIL REPORT          PERIOD: 5-01-08 TO 5-31-08

   LOC REF   POSTED   AS OF TYPE        AMOUNT TRANSACTION DESCRIPTION

         1  5-09-08           C        400.00 DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXXX123
         1  5-09-08           C        500.00 DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXXX123
         1  5-09-08           D         50.00 RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1
                                              SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001
         1  5-12-08           C        400.00 CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12
         1  5-12-08           C        500.00 CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX12
         1  5-06-08           D          1.00 MERCHANT BNKCD FEE 050902 XXXXXXXX999 STORE #11113111249 XXXXXXXXX999+
                                              ROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX
         1  5-06-08           C         50.00 MERCHANT BNKCD DEPOSIT 050902 XXXXXXXX999 STORE #1 XXXXXXXXX XXXXXXXX99
         1  5-29-08           C          5.00 AMERICAN EXPRESS SETTLEMENT 050929 XXXXXXXX99 STORE 001 XXXXXXXX99XXXXXXXX XXXXXXXX
                                              9+ FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX


CREDITS:       6       TOTAL          1,860.00
 DEBITS:       2       TOTAL             56.00
  TOTAL:       8       TOTAL          1,804.00 FOR LOCATION: STORE #1
```

- Return Detail—lists only returned deposited items.

```
WELLS FARGO                          ACCOUNT RECONCILEMENT                PRINTED: 06-05-08        PAGE    2
P.O. BOX 63020                             ABC CORPORATION                TREASURY MANAGEMENT CLIENT SERVICES
SAN FRANCISCO, CA 94163                                                   1-800-AT-WELLS OPTION #2
ACCOUNT: 4999 222222                     RETURNED DETAIL REPORT           PERIOD: 5-01-08 TO 5-31-08

   LOC REF   POSTED   AS OF TYPE        AMOUNT TRANSACTION DESCRIPTION

         1  5-09-08           D         50.00 RETURN ITEM CHARGE - PAPER AZ 050909 0000000001 FROM 0000000001 STORE #1
                                              SUB ACCT 00000XXXXXX555 ORIG SERIAL # 0000000001

    TOTAL:       1       TOTAL             50.00 FOR LOCATION: STORE #1
```

*These reports are not available with Partial ARP.

continued on next page

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ARP optional reports (continued)

- Deposit Recap—summarizes total deposit-related transactions by location by day.

```
WELLS FARGO                          ACCOUNT RECONCILEMENT                PRINTED: 06-05-08        PAGE    3
                                                                          TREASURY MANAGEMENT CLIENT SERVICES
P.O. BOX 63020                              ABC CORPORATION               1-800-AT-WELLS OPTION #2
SAN FRANCISCO, CA 94163
                                            DEPOSIT RECAP REPORT          PERIOD: 5-01-08 TO 5-31-08
ACCOUNT: 4999 222222

      DATE  # ITEMS                AMOUNT

   5-06-08        2                 49.00
   5-09-08        3                650.00
   5-15-08        4                900.00
   5-29-08        1                  5.00
   5-30-08        1                 15.00
          ------          ----------------
  TOTALS         11
                          1,819.00 FOR LOCATION: STORE #1
```

- Deposit Summary—summarizes all activity by location, and lists any locations without activity for the period.

```
WELLS FARGO                          ACCOUNT RECONCILEMENT                PRINTED: 06-05-08        PAGE    4
                                                                          TREASURY MANAGEMENT CLIENT SERVICES
P.O. BOX 63020                              ABC CORPORATION               1-800-AT-WELLS OPTION #2
SAN FRANCISCO, CA 94163
                                            DEPOSIT SUMMARY REPORT        PERIOD: 5-01-08 TO 5-31-08
ACCOUNT: 4999 222222

LOCATION #   LOCATION NAME                                  # ITEMS        AMOUNT

         1   STORE #1                                            11      1,819.00

  CREDITS:         8     TOTAL          1,875.00
   DEBITS:         3     TOTAL             56.00
    TOTAL:        11     TOTAL          1,819.00 FOR CURRENT ACTIVITY PERIOD

                NO DEPOSIT ACTIVITY FOR CURRENT REPORTING PERIOD

         2   STORE #2
         3   STORE #3
```

Credits. This report provides a detailed listing of credits and credit reversals. It allows you to sort and subtotal credit transactions to accommodate your specific accounting requirements.

```
WELLS FARGO                          ACCOUNT RECONCILEMENT                PRINTED: 05-31-08        PAGE    1
                                                                          TREASURY MANAGEMENT CLIENT SERVICES
P.O. BOX 63020                              ABC CORPORATION               1-800-AT-WELLS OPTION #2
SAN FRANCISCO, CA 94163
                                            CREDITS REPORT                PERIOD: 04-28-08 TO 05-28-08
ACCOUNT: 4999 222222

    SERIAL  AS/OF    POSTED        AMOUNT  TRANSACTION DESCRIPTION

                     5-01-08    100,000.00  EURODOLLAR SWEEP CREDIT FROM 0000000000 STORE #1 SUB ACCT 00000XXXXX6789
                     5-06-08    200,000.00  WT SEQ#12345 ABC CO /ORG=ABC INC SRF#1NOXXXXXXXXXX999 TRN XXXXXX12345 RFB# 000000099
                     5-20-08    200,000.00  WT SEQ#12345 ABC CO /ORG=ABC INC SRF#1NOXXXXXXXXXX999 TRN XXXXXX12345 RFB# 000000099
                     5-06-08      1,000.00  DEPOSIT
                     5-06-08      2,000.00  WHOLESALE LOCKBOX DEPOSIT
                     5-06-08      3,000.00  WHOLESALE LOCKBOX DEPOSIT
          1          5-01-08        100.00  DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
          1          5-08-08        200.00  DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
          1          5-13-08        300.00  CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
          1          5-13-08        400.00  CASH VAULT DEPOSIT FROM 0000000001 STORE #1 SUB ACCT 00000XXXXXX999
          1          5-19-08        500.00  Cash Only Customer Deposit FROM 0000000001 STORE #1 SUB ACCT 0000099
         11          5-01-08        100.00  DEPOSIT
         11          5-07-08        200.00  DEPOSIT
     XXXX999         5-23-08         50.00  MERCHANT BNKCD DEPOSIT 050922 XXXXXXXXX999 BEMIDJI1680338392 XXXXXXXXX999
     XXXX999         5-26-08        100.00  MERCHANT BNKCD DEPOSIT 050922 XXXXXXXXX999 BEMIDJI1680338392 XXXXXXXXX999
     XXXX555         5-27-08          1.00  DISCOVER NETWORK SETTLEMENT 050925 XXXXXXXXXX555ABC HEALTHCARE AXXXXXXXXXX XXXXXXXXX555
     XXXX555         5-21-08         15.00  DISCOVER NETWORK SETTLEMENT 050920 XXXXXXXXX555ABC HEALTHCARE AXXXXXXXXXX XXXXXXXXX555
    32100000         5-26-08        100.00  09/26BANKCARD DEPOSIT -XXXXXX3210
    32100000         5-13-08        200.00  09/13BANKCARD DEPOSIT -XXXXXX3210
   XXXXXXX456        5-02-08      5,000.00  AMERICAN EXPRESS SETTLEMENT 050902 XXXXXXX456 ABC INC XXXXXXX456XXXXXXX250 XXXXXXX456
   XXXXXXX456        5-26-08      5,000.00  AMERICAN EXPRESS SETTLEMENT 050924 XXXXXXX456 ABC INC XXXXXXX456XXXXXXX250 XXXXXXX456
   XXXXXXX999        5-20-08     20,000.00  CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 00000XXXXXX456
   XXXXXXX999        5-01-08     50,000.00  CONTROLLED DISBURSEMENT VAN WERT FUNDINGFROM 00000XXXXXX456
   XXXXXXX123        5-15-08     50,000.00  ZERO BALANCE ACCOUNT TRANSFER FROM 0000000000 STORE #1 SUB ACCT 00000XXXXXXX123

           23                   438,266.00  TOTAL CREDITS
            0                         0.00  TOTAL CREDITS REVERSALS
           23                   438,266.00  TOTAL NET CREDITS
```

Bank Originated Entries. This report delivers a complete, detailed listing of all debit and credit transactions initiated by Wells Fargo.

```
WELLS FARGO                          ACCOUNT RECONCILEMENT                PRINTED: 05-31-08        PAGE    1
                                                                          TREASURY MANAGEMENT CLIENT SERVICES
P.O. BOX 63020                              ABC CORPORATION               1-800-AT-WELLS OPTION #2
SAN FRANCISCO, CA 94163
                                            BANK ORIGINATED ENTRIES       PERIOD: 04-28-08 TO 05-28-08
ACCOUNT: 4999 222222

    SERIAL  AS/OF    POSTED        AMOUNT  TRANSACTION DESCRIPTION

                     4-29-08        268.07  BC
                     4-29-08        294.10  BC
                     5-15-08        339.96  BC
                     5-15-08        339.96  BC
                     4-29-08        474.98  BC
                     5-21-08        608.62  BC
                     5-21-08        608.92  BC
                     4-28-08        833.72  BC
                     4-31-08      1,330.00  BC
                     5-08-08     13,198.54  BD
                     5-01-08     13,498.27  BD
                     5-15-08     16,974.03  BD
                     5-13-08     30,623.71  BD
                     5-21-08     37,523.87  BD
                     4-29-08     44,385.66  BD

           6                    156,204.10  TOTAL DEBITS & CR. REV.
           9                      5,098.33  TOTAL CREDITS & DR. REV.
```

continued on next page

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ARP optional reports (continued)

Stop Payments. This report gives you a detailed listing of all stop payments, including stop payment renewals, releases, and expirations.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
STOP PAYMENTS REPORT

PRINTED: 05-30-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 04-28-08 TO 05-28-08

SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	STOP	REL/EXP	AMOUNT	CODE	OPTIONAL INFO
3051100621	9-08-08	3-07-09	592.84	STOP/I		3051101005	9-15-08	3-14-09	200.00	STOP/NI	
3051100378	9-11-08	3-10-09	273.37	STOP/I		3051201008	9-18-08	3-17-09	10.00	STOP/NI	
3051100726	9-13-08	3-12-09	668.96	STOP/R		3051301008	9-21-08	3-20-09	10.00	STOP/NI	
3051101003	9-15-08	3-14-09	1,000.00	STOP/NI							
6			2,086.21	TOTAL NEW STOP PAYMENTS							
6			2,086.21	TOTAL STOP PAYMENTS							
1			668.96	STOP PAY RELEASES							

Reversed Checks.** This report provides you with a list of checks that were reversed during the current statement cycle due to posting errors, such as dollar values that do not match your register. Reversed Issue Notices Not Received (INNRs) are also listed. Bank-originated entries are excluded from the report.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
REVERSED CHECKS REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-31-08 TO 05-31-08

SERIAL	REVERSED	POSTED	AMOUNT	TRANSACTION DESCRIPTION
450101004	5-31-08	5-30-08	20.00	REV/CK
450101005	5-31-08	5-30-08	200.00	REV/CK
4050101002	5-31-08	5-30-08	109.00	REV/CK
3			329.00	TOTAL REVERSED CHECKS
0			0.00	TOTAL REVERSED INNRS

Issue Notices Not Received.** This report helps you identify accounting discrepancies between your books and your bank statement by focusing on checks paid during the current statement cycle for which Wells Fargo did not receive an issue notice or could not match to your register.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
ISSUE NOTICES NOT RECEIVED

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-31-08 TO 05-31-08

SERIAL	POSTED	AMOUNT	TRANSACTION DESCRIPTION
450101004	5-31-08	20.00	INNR
450101005	5-31-08	200.00	INNR
4050101002	5-31-08	109.00	INNR
3		329.00	TOTAL
		0.00	TOTAL

Voids and Cancels.* This report gives you a complete list of all checks that have either been canceled or voided as of the date indicated on the report.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
VOIDS AND CANCELS REPORT

PRINTED: 05-06-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-06-08 TO 05-06-08

SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
3051101001	5-03-08	5-06-08	10.00	CANCL/I
3051101002	5-03-08	5-06-08	100.00	CANCL/I
3051101003		5-06-08	0.00	VOID
1			0.00	TOTAL VOIDS
2			110.00	TOTAL CANCELS/I
0			0.00	TOTAL CANCELS/NI

*These reports are not available with Partial ARP.
**Issue Notices Not Received, Reversed Checks, and Matched Paid reports are available for Partial ARP only when in conjunction with Positive Pay.

continued on next page

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ARP optional reports (continued)

Issues This Cycle.* This report recaps your checks-issued information as received by Wells Fargo and is helpful in identifying "checks issued" input errors, as well as the cause of "checks issued" versus "checks paid" differences (INNR activity).

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
ISSUES THIS CYCLE REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 05-31-08 TO 05-31-08

SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	AMOUNT	CODE	OPTIONAL INFO
4050201001	5-30-08	10.00	0	PAYEE NAME 1	4050201004	5-30-08	20.00	0	PAYEE NAME 4
4050201002	5-30-08	100.00	0	PAYEE NAME 2	4050201005	5-30-08	200.00	0	PAYEE NAME 5
4050201003	5-30-08	1,000.00	0	PAYEE NAME 3					
5		1,330.00	TOTAL						

Unpaid Checks.* This report provides a detailed listing of transactions that do not affect your account's ledger balance, such as voids, cancellations, stop payments, and outstanding items. Totals for stops and outstanding checks reflect cumulative balances. Totals for voids and cancels represent the current statement cycle's activity.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
UNPAID CHECKS REPORT

PRINTED: 05-05-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 5-05-08 TO 5-05-08

SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO	SERIAL	ISSUE	STOP	AMOUNT	CODE	OPTIONAL INFO
3051101001	5-05-08		10.00	0		3051201005	5-05-08		200.00	0	
3051101002	5-05-08		100.00	0		3051201008		5-05-08	10.00	STOP/NI	
3051101003	5-05-08		1,000.00	0		3051301001	5-05-08		10.00	0	
3051101004			20.00	0		3051301002	5-05-08		100.00	0	
3051101005			200.00	0		3051301003	5-05-08		1,000.00	0	
3051201001			10.00	0		3051301004	5-05-08		20.00	0	
3051201002			100.00	0		3051301005	5-05-08		200.00	0	
3051201003			1,000.00	0		3051301006	5-05-08	5-05-08	10.00	CANCL/NI	
3051201004			20.00	0		3051301007	5-05-08		0.00	VOID	
15			3,990.00	TOTAL OUTSTANDINGS							
2			10.00	TOTAL CANCELS & VOIDS							
1			10.00	TOTAL STOP PAYMENTS							

Matched Paid.** This report delivers a detailed list of every check that has been paid during the current statement cycle and matched with one of your check registers to help simplify your account reconciliation process.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
MATCHED PAID REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 5-31-08 TO 5-31-08

SERIAL	ISSUE	POSTED	AMOUNT	TRANSACTION DESCRIPTION
4050101002	5-30-08	5-31-08	100.00	
4050101004	5-30-08	5-31-08	20.00	
4050101005	5-30-08	5-31-08	200.00	
4050201001	5-30-08	5-31-08	10.00	
4050201003	5-30-08	5-31-08	1,000.00	
5			1,330.00	TOTAL

Prior Payments.* This report helps you effectively manage and reduce your Issue Notices Not Received (INNR) balance by identifying the checks paid by Wells Fargo during a previous statement cycle but received as an issue during the current cycle.

WELLS FARGO
P.O. BOX 63020
SAN FRANCISCO, CA 94163
ACCOUNT: 4999 222222

ACCOUNT RECONCILEMENT
ABC CORPORATION
PRIOR PAYMENTS REPORT

PRINTED: 05-31-08 PAGE 1
TREASURY MANAGEMENT CLIENT SERVICES
1-800-AT-WELLS OPTION #2
PERIOD: 5-01-08 TO 5-31-08

SERIAL	ISSUE	POSTED	AMOUNT	CODE	SERIAL	ISSUE	POSTED	AMOUNT	CODE
216524	5-12-08	5-31-08	11,539.59	PRIORPAY	216527	5-23-08	5-31-08	421.76	PRIORPAY
2			11,961.35	TOTAL					

*These reports are not available with Partial ARP.
**Issue Notices Not Received, Reversed Checks, and Matched Paid reports are available for Partial ARP only when in conjunction with Positive Pay.

For more information on the ARP service, contact your Wells Fargo treasury management representative or visit www.wellsfargo.com/com.

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TM-2203 - 02/10

WELLS FARGO

ARP Standard File Format Specification

Single Account - Input Issue File to Wells Fargo

Input File Record Types

Transmission Header (Sign-On) Record	$$ADD ID=ABCDEFGH BID='COMPANY ARP INPUT FILE'
File Header Record	*03002590000096l0XXXXXX0
Detail Record(s)	0000001001022802961 0XXXXXX3200000026420MARY MOORE
	0000001002022802961 0XXXXXX3200000005624JAMES SMART
	0000001003022802961 0XXXXXX3700000084520DEREK HOWELL
	0000001004010602961 0XXXXXX4300000000000ETHEL LEE
Trailer Record	& 00004 0000116564

Transmission Header Record (Sign-On Record)

```
$$ADD ID=ABCDEFGH BID='COMPANY ARP INPUT FILE'
---------1---------2---------3---------4--------
12345678901234567890123456789012345678901234567 8
```

Sample Data	$$ADD		ID=	ABCDEFGH		BID=	'COMPANY ARP INPUT FILE'
Field Name	Constant Identifier	Space	RID Identifier	Remote ID (RID)	Space	BID Identifier	Batch ID (BID)
Field Position	1-5	6	7-9	10-17	18	19-22	23-48
Description	Always $$ADD	Space	Always ID=	Provided by Wells Fargo. Uppercase alphanumeric	Space	Always BID=	Provided by Wells Fargo. Must begin and end with a SINGLE quote. Uppercase alphanumeric

File Header Record

```
*03002590000096l0XXXXXX0
---------1---------2----
1234567890123456789012 34
```

There should be only one File Header record per file.

Sample Data	*03	00259	000009610XXXXXX	0
Field Name	*03	Bank ID	Account Number	File Status
Field Position	1-3	4-8	9-23	24
Description	Always *03	Bank ID provided by Wells Fargo. Right-justified, zero-filled, numeric	Right-justified, zero-filled, numeric	Always zero

Detail Record

There should be only one Detail Record for each check issued. Each Detail Record must be in the same format and contain an account number.

```
0000001001022802961 0XXXXXX3200000026420MARY MOORE
---------1---------2---------3---------4---------5---------6---------7---------8
12345678901234567890123456789012345678901234567890123456789012345678901234567890
```

Sample Data	0000001001	022802	9610XXXXXX	320	0000026420	MARY MOORE	
Field Name	Check Serial No.	Issue Date	Account Number	Transaction Code	Amount	Additional Data/Payee Information	Unused
Field Position	1-10	11-16	17-26	27-29	30-39	40-79 (or 40-159)**	80 or 160
Description	Right-justified, zero-filled, numeric. *(Each Serial Number must be unique.)*	Format MMDDYY. Note: Issue Date can be all zeros for stop payment transaction codes	Wells Fargo Account Number	Transaction code *(See Transaction Code Table)*	Format ($$$$$$$$cc). Right-justified, zero-filled, numeric	Left-justified alphanumeric. May contain special characters. Note: If using the Payee Validation service, Payee information MUST match check issue payee information exactly. *(Do not use carriage returns between payee names.)*	Space

Trailer Record

```
&                00004    0000116564
---------1---------2---------3---------4---------5---------6---------7---------8
12345678901234567890123456789012345678901234567890123456789012345678901234567890
```

Sample Data	&		00004		0000116564	
Field Name	&	Spaces	Detail Record Count	Spaces	Total Amount	Unused
Field Position	1	2-15	16-20	21-23	24-33	34-80
Description	Always &	14 spaces	Total count of detail records. Right-justified, zero-filled, numeric	3 spaces	Total dollar amount of detail records. Format ($$$$$$$$cc). Right-justified, zero-filled, numeric	Spaces

Transaction Code Table

Transaction Code Table

- 320 Check Register
- 370* Cancelled Register with Dollar Amount
- 430* Void Register with Zero Amount
- 525 Delete Issue Notices Not Received (INNRs)
- 620 Stop Payment Request
- 630 Release Stop Payment (Cancellation)
- 640 Stop Payment Renewal Cancellation

* Note Regarding Cancel (370) and Void (430) Transaction Codes:

Wells Fargo treats Void and Cancel codes differently. Cancel is used to delete an outstanding issue entry. Cancel transactions can be submitted either with or without a dollar amount, however a register entry must be on file to avoid rejected transactions. Void signifies that a check has been destroyed and will not be issued (does not include a dollar amount). Void transactions must be zero dollar amounts. If your system cannot create both Void and Cancel transaction codes, use the Cancel Transaction Code (370) only.

**Note for Payee Validation Service:

Wells Fargo can support up to 120 characters of additional data (payee information). Your system must support 160 byte records. The Additional Data field of the Detail record must be expanded to 120 bytes and the header and trailer records must be expanded to 160 bytes (space filled).

If you have further questions, contact your Implementation Associate.

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WELLS FARGO

ARP Standard File Format Specification

Multiple Accounts (Stacked) - Input Issue File to Wells Fargo

Input File Record Types

Transmission Header (Sign-On) Record	$$ADD ID=ABCDEFGH BID='COMPANY ARP INPUT FILE'
File Header Record	*03002590000096l0XXXXXX0
Detail Record(s)	0000001001022802961 0XXXXXX320000002642 0MARY MOORE
	0000001002022802961 0XXXXXX320000000562 4JAMES SMART
Trailer Record	& 00002 0000032044
Detail Record(s)	0000001004010602962 0XXXXXX430000000000 0ETHEL LEE
	0000001005010602962 0XXXXXX320000000152 6LUCIAL ROUND
Trailer Record	& 00002 0000001526

Transmission Header Record (Sign-On Record)

```
$$ADD ID=ABCDEFGH BID='COMPANY ARP INPUT FILE'
---------1---------2---------3---------4--------
12345678901234567890123456789012345678901234567 8
```

Sample Data	$$ADD		ID=	ABCDEFGH		BID=	'COMPANY ARP INPUT FILE'
Field Name	Constant Identifier	Space	RID Identifier	Remote ID (RID)	Space	BID Identifier	Batch ID (BID)
Field Position	1-5	6	7-9	10-17	18	19-22	23-48
Description	Always $$ADD	Space	Always ID=	Provided by Wells Fargo. Uppercase alphanumeric	Space	Always BID=	Provided by Wells Fargo. Must begin and end with a SINGLE quote. Uppercase alphanumeric

File Header Record

```
*03002590000096l0XXXXXX0
---------1---------2----
1234567890123456789012 34
```

There should be only one File Header record per file.

Sample Data	*03	00259	000009610XXXXXX	0
Field Name	*03	Bank ID	Account Number	File Status
Field Position	1-3	4-8	9-23	24
Description	Always *03	Bank ID provided by Wells Fargo. Right-justified, zero-filled, numeric	Right-justified, zero-filled, numeric	Always zero

Detail Record

There should be only one Detail Record for each check issued. Multiple accounts must be grouped by account with a trailer record for each group. Each Detail Record must be in the same format and contain an account number.

```
0000001001022802961 0XXXXXX320000002642 0MARY MOORE
---------1---------2---------3---------4---------5---------6---------7---------8
12345678901234567890123456789012345678901234567890123456789012345678901234567890
```

Sample Data	0000001001	022802	961 0XXXXXX	320	0000026420	MARY MOORE	
Field Name	Check Serial No.	Issue Date	Account Number	Transaction Code	Amount	Additional Data/Payee Information	Unused
Field Position	1-10	11-16	17-26	27-29	30-39	40-79 (or 40-159)**	80 or 160
Description	Right-justified, zero-filled, numeric. *(Each Serial Number must be unique.)*	Format MMDDYY. Numeric. Note: Issue Date can be all zeros for stop payment transaction codes	Wells Fargo Account Number	Transaction code *(See Transaction Code Table)*	Format ($$$$$$$$cc). Right-justified, zero-filled, numeric	Left-justified alphanumeric. May contain special characters. Note: If using the Payee Validation service, Payee information MUST match check issue payee information exactly. *(Do not use carriage returns between payee names.)*	Space

Trailer Record

```
& 00002 0000032044
---------1---------2---------3---------4---------5---------6---------7---------8
12345678901234567890123456789012345678901234567890123456789012345678901234567890
```

Sample Data	&		00002		0000032044	
Field Name	&	Spaces	Detail Record Count	Spaces	Total Amount	Unused
Field Position	1	2-15	16-20	21-23	24-33	34-80
Description	Always &	14 spaces	Total count of detail records. Right-justified, zero-filled, numeric	3 spaces	Total dollar amount of detail records. Format ($$$$$$$$cc). Right-justified, zero-filled, numeric	Spaces

Transaction Code Table

Transaction Code Table

- 320 Check Register
- 370* Cancelled Register with Dollar Amount
- 430* Void Register with Zero Amount
- 525 Delete Issue Notices Not Received (INNRs)
- 620 Stop Payment Request
- 630 Release Stop Payment (Cancellation)
- 640 Stop Payment Renewal Cancellation

* Note Regarding Cancel (370) and Void (430) Transaction Codes:

Wells Fargo treats Void and Cancel codes differently. Cancel is used to delete an outstanding issue entry. Cancel transactions can be submitted either with or without a dollar amount, however a register entry must be on file to avoid rejected transactions. Void signifies that a check has been destroyed and will not be issued (does not include a dollar amount). Void transactions must be zero dollar amounts. If your system cannot create both Void and Cancel transaction codes, use the Cancel Transaction Code (370) only.

**Note for Payee Validation Service:

Wells Fargo can support up to 120 characters of additional data (payee information). Your system must support 160 byte records. The Additional Data field of the Detail record must be expanded to 120 bytes and the header and trailer records must be expanded to 160 bytes (space filled).

If you have further questions, contact your Implementation Associate.

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WELLS FARGO

ARP Outbound File Format Specification

Single Account - Output File (Optional Reports) from Wells Fargo

Output File Record Types

Header Record	H1 9610XXXXXXR120228040101040131O4
Detail Record(s)	R120000011072057010104000000209001030 2MARY MOORE
	R120000011073057010104006840027101030 2
	R120000011074057010104000020358001030 2
	R120000011076057010104000025980001030 2
Trailer Record	T1 000000 00000000000 000004 00068865741

Header Record

H1 9610XXXXXXR120228040101040131O4

1 2 3 4 5 6 7 8
1234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890

Sample Data	H1		9610XXXXXX	R12	022804	010104	013104	
Field Name	H1	Space	Account Number	Report Identifier	Report Print Date	Report Begin Date	Report End Date	Unused
Field Position	1-2	3	4-13	14-16	17-22	23-28	29-34	35-80
Description	Always "H1"	Space	Right-justified, zero-filled, numeric	Alphanumeric *(See Report Identifier Table)*	Format MMDDYY. Numeric	Format MMDDYY. Numeric	Format MMDDYY. Numeric	Spaces

Detail Record

R120000011072057010104000000209001030 2MARY MOORE

1 2 3 4 5 6 7 8
1234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890

Sample Data	R12	0000011072	057	010104	0000002090	010302	MARY MOORE	
Field Name	Report Identifier	Serial Number	Transaction	Issue Date	Amount	Paid Date	Additional Data	Unused
Field Position	1-3	4-13	14-16	17-22	23-32	33-38	39-80 (or 40-160)**	80 or 160
Description	Alphanumeric *(See Report Identifier Table)*	Right-justified, zero-filled, numeric Note: For 18 Report, field will contain zeros or location number information	Right-justified, zero-filled, numeric *(See Transaction Type Codes Table)*	Format MMDDYY Numeric. For reports that do not have "issue date" information, field will be all zeros	Format ($$$$$$$$cc). Right-justified, zero-filled, numeric	Format MMDDYY. Numeric	Left-justified alphanumeric. May contain special characters. Note: May contain optional data if submitted in issue file or payee information (Payee Validation). Deposits Report (18) – contains only deposit description information	Space

Trailer Record

T1 000000 00000000000 000004 00068865741

1 2 3 4 5 6 7 8
1234567890123456789012345678901234567890123456789012345678901234567890123456789012345678901234567890

Sample Data	T1		000000		00000000000		000004		00068865741	
Field Name	T1	Space	Total Credit Count	Space	Total Credit Amount	Spaces	Total Debit Count	Space	Total Debit Amount	Unused
Field Position	1-2	3	4-9	10	11-21	22-23	24-29	30	31-41	42-80
Description	Always "T1"	Space	Right-justified, zero-filled, numeric	Space	Right-justified, zero-filled, numeric	2 Spaces	Right-justified, zero-filled, numeric	Space	Right-justified, zero-filled, numeric	Spaces

Report Identifiers and Output Codes Table

Report Identifier Codes

Code	Report
R02	Outstanding Check Report
R03	Posted Item Report
R04	Void and Cancel Report
R05	Issue Notice Not Received Report
R06	Prior Paid Report
R07	Credit Report
R08	Bank Originated Entry Report
R09	Stop Payment Report
R10	Match Paid Report
R11	Issue This Cycle Report
R12	Paid Check Report
R14	Unpaid Check Report
R15	Reversed Check Report
R18	Deposits

Transaction Type Codes

Code	Transaction Type
007	Check Reversal
008	Other Debit Reversal
028	Customer Deposit Reversal
029	Other Credit Reversal
054	Bank Originated Stop Pay
055	Customer Stop Pay
056	Released or Expired Stop Pay
057	Check
058	Other Debit
078	Customer Deposit
079	Other Credit
320	Check Register
370	Cancelled Register – Item sent to the bank.
430	Void Register with Zero Amount – Item was not issued.

**Note Regarding Additional Data field in Detail Record:
Wells Fargo can provide up to 120 characters of additional data for the following optional reports: R02, R03, R04, R09, R10, R11, R12, and R14. *(See the Report Identifier Code Table for descriptions).*
If you provide expanded payee information in your ARP issue file and would like the same information in your output file, you must expand the Additional Data field in the Detail record to 120 bytes and ensure the total length for the Header, Detail and Trailer records are 160 bytes. Additional Wells Fargo setup will be required. Contact your Implementation Associate for assistance.

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WELLS FARGO

ARP Outbound File Format Specification

Multiple Accounts (Stacked) - Output File (Optional Reports) from Wells Fargo

Output File Record Types

Header Record	H1 9610XXXXX1R12022804010104013104
Detail Record(s)	R12000001107205701010400000020900103 02MARY MOORE
	R12000001107305701010400684002710103 02
Trailer Record	T1 000000 00000000000 000002 00068402361
Header Record	H1 9610XXXXX2R12022804010104013104
Detail Record(s)	R12000001107405701010400002035800103 02
	R12000001107605701010400002598000103 02
Trailer Record	T1 000000 00000000000 000002 00000463380

Header Record

```
H1 9610XXXXXXR12022804010104013104
---------1---------2---------3---------4---------5---------6---------7---------8
12345678901234567890123456789012345678901234567890123456789012345678901234567890
```

Sample Data	*H1*		*9610XXXXXX*	*R12*	*022804*	*010104*	*013104*	
Field Name	H1	Space	Account Number	Report Identifier	Report Print Date	Report Begin Date	Report End Date	Unused
Field Position	1-2	3	4-13	14-16	17-22	23-28	29-34	35-80
Description	Always "H1"	Space	Numeric	Alphanumeric *(See Report Identifier Table)*	Format MMDDYY. Numeric	Format MMDDYY. Numeric	Format MMDDYY. Numeric	Spaces

Detail Record

```
R12000001107205701010400000020900103 02MARY MOORE
---------1---------2---------3---------4---------5---------6---------7---------8
12345678901234567890123456789012345678901234567890123456789012345678901234567890
```

Sample Data	*R12*	*0000011072*	*057*	*010104*	*0000002090*	*010302*	*MARY MOORE*	
Field Name	Report Identifier	Serial Number	Transaction	Issue Date	Amount	Paid Date	Additional Data	Unused
Field Position	1-3	4-13	14-16	17-22	23-32	33-38	39-79 (or 40-159)**	80 or 160
Description	Alphanumeric *(See Report Identifier Table)*	Right-justified, zero-filled, numeric Note: For 18 Report, field will contain zeros or location number information	Right-justified, zero-filled, numeric *(See Transaction Type Codes Table)*	Format MMDDYY Numeric. For reports that do not have "issue date" information, field will be all zeros	Format ($$$$$$$$cc). Right-justified, zero-filled, numeric	Format MMDDYY. Numeric	Left-justified alphanumeric. May contain special characters. Note: May contain optional data if submitted in issue file or payee information (Payee Validation). Deposits Report (18) – contains only deposit description information	Space

Trailer Record

```
T1 000000 00000000000 000002 00068402361
---------1---------2---------3---------4---------5---------6---------7---------8
12345678901234567890123456789012345678901234567890123456789012345678901234567890
```

Sample Data	*T1*		*000000*		*00000000000*		*000002*		*00068402361*	
Field Name	T1	Space	Total Credit Count	Space	Total Credit Amount	Spaces	Total Debit Count	Space	Total Debit Amount	Unused
Field Position	1-2	3	4-9	10	11-21	22-23	24-29	30	31-41	42-80
Description	Always "T1"	Space	Right-justified, zero-filled, numeric	Space	Right-justified, zero-filled, numeric	2 Spaces	Right-justified, zero-filled, numeric	Space	Right-justified, zero-filled, numeric	Spaces

Report Identifiers and Output Codes Table

Report Identifier Codes

Code	Report
R02	Outstanding Check Report
R03	Posted Item Report
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R05	Issue Notice Not Received Report
R06	Prior Paid Report
R07	Credit Report
R08	Bank Originated Entry Report
R09	Stop Payment Report
R10	Match Paid Report
R11	Issue This Cycle Report
R12	Paid Check Report
R14	Unpaid Check Report
R15	Reversed Check Report
R18	Deposits

Transaction Type Codes

Code	Transaction Type	Code	Transaction Type
007	Check Reversal	058	Other Debit
008	Other Debit Reversal	078	Customer Deposit
028	Customer Deposit Reversal	079	Other Credit
029	Other Credit Reversal	320	Check Register
054	Bank Originated Stop Pay	370	Cancelled Register – Item sent to the bank
055	Customer Stop Pay		
056	Released or Expired Stop Pay	430	Void Register with Zero Amount – Item was not issued
057	Check		

**Note Regarding Additional Data field in Detail Record:
Wells Fargo can provide up to 120 characters of additional data for the following optional reports: R02, R03, R04, R09, R10, R11, R12, and R14. *(See the Report Identifier Code Table for descriptions).*
If you provide expanded payee information in your ARP issue file and would like the same information in your output file, you must expand the Additional Data field in the Detail record to 120 bytes and ensure the total length for the Header, Detail and Trailer records are 160 bytes. Additional Wells Fargo setup will be required. Contact your Implementation Associate for assistance.

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REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**
   a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. **AWARD OF CONTRACT:**

    a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

    b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.

    c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
   a. The submission of the offer did not involve collusion or other anti-competitive practices.
   b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
   c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

   Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

   A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

   Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

   The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

   Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.

8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its

option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

    The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.

20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

    a. Waive the non-conformance.
    b. Stop the work immediately.
    c. Bring material into compliance.

    This shall be accomplished by a written determination for the City.

23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.

38. **PROHIBITED POLITICAL CONTRIBUTIONS**: Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P11-0015**

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Banking Services**.

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.

4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the exclusive use of the City of Peoria.

5. **Contract Type:** Fixed Price

6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of five (5) years thereafter, unless terminated, cancelled or extended as otherwise provided herein.

7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of thirty-six (36) months.

8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.

   i. **Proposal Format:** Proposals shall be submitted in one (1) original and three (3) copies in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work.

   ii. Proposal Content - the proposal shall address the items as described in the Scope of Work.

9. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

10. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

A. GENERAL BANKING SERVICES

i. Understanding of City Banking Needs & Approach/Ability to Provide Required Services
ii. Cost of Service
iii. Bank and Staff Experience and Stability
iv. Creditworthiness of Bank
v. References

B. LOCKBOX

i. Understanding of City Banking Needs & Approach/Ability to Provide Required Services.
ii. Cost of Service
iii. References

C. MERCHANT CREDIT CARD SERVICES

i. Understanding of City Banking Needs & Approach/Ability to Provide Required Services.
ii. Cost of Service
iii. References

D. TRUSTEE SERVICES

i. Understanding of City Banking Needs & Approach/Ability to Provide Required Services.
ii. Cost of Service
iii. Staff Experience

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

39. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

40. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

41. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

42. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

43. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

    All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

    The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

    Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

    The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

    The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

    The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise

Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

44. **Required Insurance Coverage:**

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim.

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

45. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

    In the event any insurance policy(ies) required by this contract is(are) written on a Aclaims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

    If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

    All Certificates of Insurance shall be identified with bid serial number and title. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

46. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

47. **Independent Contractor:**

    a. General

        i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

        ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

    b. Liability

        i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

        ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

            The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

    c. Other Benefits

        The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

48. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
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a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

49. **Confidential Information:**

a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

b. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

c. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

d. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

50. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

51. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.

b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves to right to restrict the use of any non-secure websites under this contract.

c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.

d. Ensure that office computers are password protected and that computer screens lock after a set period of time.

e. Ensure that offices and workspaces containing customer information are secure.

f. Ensure that computer virus protection is up to date

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

52. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

    Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

53. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

54. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

55. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

    a. The contractor provides material that does not meet the specifications of the contract;

    b. The contractor fails to adequately perform the services set forth in the specifications of the contract;

    c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

    d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

    Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

    a. Cancel any contract;

    b. Reserve all rights or claims to damage for breach of any covenants of the contract;

    c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

    d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:

        i. Deduction from an unpaid balance;

        ii. Any combination of the above or any other remedies as provided by law.

56. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

    The following is a list of allowable travel expenses under this contract agreement:

    a. Transportation:

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i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.

ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.

ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accomodations within Peoria can be found on the following website: http://visitpeoriaaz.com/accommodations.php

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INTRODUCTION

The City of Peoria (City) has issued this Request for Proposals (RFP) for Banking Services to establish a five-year contract with the option to renew for three additional, one-year periods as provided for within the Special Terms and Conditions section of this solicitation. The City may award multiple contracts for these services to the most qualified and experienced financial institutions. Price adjustments during the term of any contract resulting from this solicitation will be considered as outlined in the Special Terms and Conditions (Price Adjustment). Contract extensions will be executed as outlined in the Special Terms and Conditions (Contract Extension) when the contractor has provided high quality service and demonstrated cost containment efforts.

The City of Peoria is a growing municipality with an estimated population of 161,000 and an annual budget of $455 million, including approximately $204 million for program operations; $139 million for capital improvement projects; $57 million for debt service requirements; and an additional $54 million in reserves for various contingency requirements. The City utilizes a wide array of banking services and requires one or more financial institutions to provide these services on a timely basis. The following is a list of banking services that may be required by the City:

General Banking Services:

a) Account Services
b) Vault Services to include Acceptance of Armored Car Delivered Deposits
c) Depository Services
d) Controlled Disbursement (Zero-Balance) Account Services
e) Reconciliation Services
f) Funds Transfer Services
g) Electronic Payments (Automated Clearing House)
h) Internet Banking for Wires, Funds Transfers, Balance Reporting and Other Functions
i) Daylight Overdrafts
j) Positive Pay Check Fraud Services
k) Check Imaging Services and Check 21 Services
l) Web-based Services and Information
m) Investment Settlement, Custody, and Safekeeping Services

Other Banking Services:

n) Retail Lockbox Services
o) Merchant Credit Card Services
p) Bond Registrar/Transfer Agent/Paying Agent/Trustee Services
q) Other Proposed Services

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Financial institutions must include the following information in their response to this proposal. All responses shall be presented in the same order as the numbered sections of the Questionnaire. Financial institutions may elect to respond to only those sections corresponding to the services they provide. "Non-compliance" or "no answer" items should be labeled as NO BID.

a) For each numbered section of the attached **Questionnaire,** Proposers must (1) acknowledge that their financial institution is able to provide the service outlined, (2) briefly describe how the City's service requirements will be met, (3) identify all third party contractors (subcontractors) that will be utilized to provide the service, and (4) provide a numbered response, including "NO BID" entries, to all specific questions outlined in the Questionnaire. All responses must be clearly labeled as "Response to Questionnaire" and must be identified by appropriate section and question number within the proposal.
b) Banking Services Fee Schedule (Attachment A)
c) Sample copies of all agreements (including third party agreements) required to provide services
d) List of current government or municipal client references
e) Annual Report for most current fiscal year
f) Sample monthly analysis statement (or equivalent monthly report)
g) Earnings credit rate for prior 12 month period (ending June 30, 2010)
h) Money Market Fund Prospectus
i) Proof of license and a participant in the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF) for general banking and trustee services.
j) Must currently meet, and maintain throughout the term of the contract, FDIC capital adequacy requirements for general banking and trustee services. The contract may be immediately terminable upon notification to the City of a failure to meet FDIC or NCUSIF capital adequacy requirements.

The City also encourages financial institutions submitting proposals to include information and attachments for any other banking service that would assist the City in its evaluation of proposal responses. Specific guidelines on RFP submittal procedures are outlined in the Special Terms and Conditions.

TECHNICAL SPECIFICATIONS

1. Account Structure and General Information

The City of Peoria (City) uses a Concentration Account, Controlled Disbursement, and Zero-Balance Account (ZBA) structure for its main bank accounts. All of the City's cash receipts are deposited to the General Account (Concentration Account). The City's Concentration Account averages $7 million monthly in cash deposits and $1.5 million monthly in credit card transactions, excluding ACH (Automated Clearing House) items, incoming wires, and other special transactions. Deposits are made daily primarily by armored car or through the servicing bank's lockbox facility; to a lesser extent, deposits are made by City personnel and/or through a night depository. Because personnel are required to make deposits periodically, the City requires the servicing bank to maintain a local branch within the City of Peoria for the general banking services portion of this proposal.

The City maintains one (1) controlled disbursement account for Accounts Payable; two (2) zero balance accounts for Payroll and Workmen's Compensation; and one (1) general checking account for Flex

Spending. Amounts sufficient to cover daily clearings in the controlled disbursement and zero balance accounts are automatically transferred each day from the Concentration Account by the City's servicing bank. Monies are transferred each payroll period for the Flex Spending account. All funds not required to cover daily clearings and/or transfers must be swept overnight by the servicing bank into a *Money Market Fund* which is SEC registered and approved by the City. *Financial Institutions must include a prospectus of the money market fund to be used in their response to this proposal.*

Fees and Charges for Service: The City intends to pay for all banking services on a fee basis and not through compensating balances.

Account Executive: The City requires the servicing bank to assign an account executive to administer the City's overall banking relationship and ensure the successful delivery of services as outlined in the banking services contract. An account executive must be assigned to the City at all times during the term of the contract. The servicing bank must provide the City with written notice in the event there is a change in staff assignment for this position. The assigned account executive must provide the City with a list of designated staff contacts for key areas of responsibility within the bank and notify the City immediately of any change in staff assignments.

Availability of Funds Deposited: The City requires same day availability of cash, wire transfers, ACH credits, items drawn on servicing bank, and investment settlements, maturities, and coupon payments. Funds for items drawn on local banks must be available to the City the next day. All other items must be available to the City, at a minimum, as per the Federal Reserve availability schedule.

Delay of Funds: If the servicing bank delays funds to the City beyond the availability schedule outlined above, or due to an error on the part of the servicing bank, the bank shall pay interest to the City at the current Federal Funds rate.

Overdrafts: The City requires a one (1) day grace period to remedy any account overdrafts. All charges associated with overdraft protection must be specified where indicated on the Bank Services Fee Schedule.

Returned Checks: All returned checks are to be immediately redeposited once before being returned to the City for collection. The City currently utilizes a process where a returned check is converted into an ACH item to be redeposited a second time. The City requires that insufficient funds notices and return checks be mailed to the City.

Debit and Credit Advices: The City requires debit and credit advices for all activity on all accounts. Advices must be delivered to the City electronically or by fax within twenty-four (24) hours, or via mail within three (3) days.

Notification: Any change in the financial institution's ratings, reassignment of key banking personnel, and all business acquisitions or mergers occurring during the contract period must be reported immediately to the City of Peoria in the form of a written notice addressed to the Finance Director, City of Peoria, 8401 W. Monroe Street, Peoria, AZ, 85345.

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2. Zero Balance/Controlled Disbursement Account Information and ACH Capabilities

Payroll Account: The City has a bi-weekly payroll. Currently, there are approximately 1,100 part-time, full-time, and seasonal employees on the City's payroll at various times throughout the year. Approximately 90% of employees are paid through the ACH (Automated Clearing House) system and the remaining employees are paid by check. The Payroll Account, a zero balance account, clears an average of 400 checks monthly. On a bi-weekly basis, the City's direct deposit amount is approximately $1.8 million, with a total bi-weekly payroll of approximately $2.0 million.

Accounts Payable Account: The City of Peoria issues vendor payments weekly utilizing Peoplesoft Financial software. Vendors are paid by check, ACH (Automated Clearing House) or wire transfer. An average of 1,000 checks clear through the City's Accounts Payable Controlled Disbursement Account monthly. The City processes an average of $13.0 million in vendor payments on a monthly basis.

Workmen's Compensation Account: The City is self- insured and utilizes a third party to administer their claims. An average of 20 checks clear through the City's Workmen's Compensation Account monthly. The third party provider processes an average of $14,000 in claim payments on a monthly basis.

Flex Spending Account: The City utilizes a third party to administer the flex spending account for its employees. An average of 20 checks and 50 electronic funds transfers (EFT's) clear through the City's Flex Spending Account monthly. The third party provider processes an average of $45,000 in payments on a monthly basis.

ACH Direct Debit/Credit Payments: The City currently utilizes ACH (Automated Clearing House) debit and credit transactions for customer, employee and vendor payments. An average of 7,000 ACH debits and 1,000 credits are generated monthly and transmitted to the servicing bank for processing. The number of ACH transactions is likely to increase as the City expands its electronic payment options.

3. City of Peoria, Housing Department Accounts

The City of Peoria uses segregated checking and savings accounts to ensure a market rate of return and to manage its housing funds in compliance with U.S. Department of Housing and Urban Development (HUD) guidelines. Securities pledged as collateral for monies held in the City's housing accounts must be held by a third party safekeeping institution and maintained in a separate pledge account in the name of the City of Peoria, Housing Department. A HUD General Depository Agreement (Form HUD-51999) must be completed between the City of Peoria and the servicing bank. All securities pledged for monies held in the City's housing accounts must comply with HUD Regulations. See Section - Collateral Requirements for additional information.

Currently, there are two (2) interest bearing savings accounts. Average monthly cash balances for the two savings accounts combined is $400,000. Currently, housing deposits are made directly into the City's Concentration Account and then transferred monthly to the appropriate account.

4. Savings Accounts

The City currently has two (2) savings accounts which are utilized for special funds that must be maintained in segregated, interest bearing accounts. The current total combined balance for the City's two savings accounts is $150,000.

5. Monthly Analysis Reporting and Service Charge

The servicing bank's monthly statement shall provide, at a minimum, the following information on each account and on a total account basis: average daily ledger balances, average daily collected balances, daily average float, FDIC rate, earnings allowance, and detail transaction volumes and prices. **Financial Institutions must include a sample monthly analysis with their response to this proposal to be considered for general banking services.**

The City intends to pay for analysis service charges through hard dollars and not through compensating balances. The City will pay service charges through a hard dollar debit to the City's account. The servicing bank shall debit the City's Concentration Account within ten (10) days after the City's receipt of the monthly statement, unless the City notifies the servicing bank of a discrepancy or error on the statement.

6. Collateral Requirements

The City of Peoria, in accordance with Arizona Revised Statutes, Chapter 35, requires that its servicing bank or financial institution maintain collateral to cover all anticipated overnight balances, in time and demand deposits, above the current Federal Depository Insurance Corporation (FDIC) insured limit. The collateral for these deposits must be held in an independent third party safekeeping institution (independent of the bank or the holding company) and marked to market at least once a month. The City requires that a minimum margin of 102% be maintained at all times. If mortgage-backed securities are pledged as collateral, the City requires that a minimum margin of 105% be maintained. It is the responsibility of the servicing bank to monitor and maintain the margin balance. Collateral must be in the form of "approved securities" as outlined in Arizona Revised Statutes, Chapter 35. In the event collateralized mortgage obligations (CMO's) are pledged as collateral, they must pass the standardized bank test. All securities pledged are subject to approval by the City of Peoria. Substitution rights will be given to the servicing bank with prior approval by the City, of which said rights shall not be unnecessarily withheld. New collateral must be received before the then current collateral is released.

A tri-party agreement between the financial institution selected for contract award, the City of Peoria, and the third party safekeeping bank must be executed as part of the City's overall banking services contract. The agreement shall indicate that the third party safekeeping bank provide the City of Peoria with original, third party safekeeping receipts which detail clearly that the security is pledged to the City of Peoria; type, description, and cusip number of security pledged; par value; market value; and maturity date. The City of Peoria requires that the third party custodian bank independently price the securities pledged and provide the City with a monthly pledge report for all City accounts and a separate monthly pledge report for the City of Peoria, Housing Department accounts. All safekeeping reports shall be sent directly from the third party custodian bank to the City of Peoria.

As stated in **Section 3** above, the City requires that all collateral for the City's Housing accounts be pledged and held separately in the name of the City of Peoria, Housing Department as required by U.S. Department of Housing and Urban Development (HUD) guidelines. All securities pledged for the City of Peoria, Housing Department accounts must comply with HUD Regulations, and a HUD General Depository Agreement must be executed between the servicing bank and the City of Peoria. A copy of the HUD General Depository Agreement is included as Attachment B.

7. Armored Car Services

The City separately contracts for armored car services. The City currently has a contract with Dunbar Armored, Inc. to pick up deposits at various locations within the City and deliver them to the servicing bank's designated vault.

8. Investment Settlement, Custody, and Safekeeping Services

The City of Peoria currently utilizes external investment management services to provide professional oversight for its investment portfolio. The external investment management firm works directly with the City's Treasury Division to manage cash flows and invest the City's funds. The external investment manager initiates investment transactions through a list of authorized brokers and then faxes the trade tickets to the City of Peoria Treasury Division for review and approval. Upon approval by authorized personnel at the City of Peoria, the signed trade tickets are faxed to the servicing bank's settlement area. The servicing bank settles the City's investment transactions on a "delivery vs. payment" basis for all investment accounts only after the trade tickets, with authorized signature from the City of Peoria, are received. The servicing bank will be required to provide safekeeping services for all investments held in the City's name. All investment transactions must comply with the City of Peoria Investment Policy. A copy of the City's Investment Policy and Procedures is included as Attachment C.

The City's current investment portfolio consists of a main custodial account and several segregated, custodial accounts for the investment of bond proceeds. The main custodial account is valued at approximately $250 million, with $60 million in the various custodial bond accounts, for a total investment portfolio of $310 million. An average of 5 investment transactions, excluding coupon payments and maturities, are settled on a monthly basis for all of the investment accounts combined. An average of 60 securities, mainly Agency and/or Treasury securities, are held in the City's investment portfolio on a monthly basis.

Failure to credit the City's account on a same day basis will require interest to be paid to the City at that day's Fed Funds rate. The City requires same day credit on all coupons and maturity payments. The City will not be required to maintain any balances in the bank or place investments through the bank's brokerage service.

9. Positive Pay Check Fraud Services

In an effort to minimize fraud, the City requires positive pay check services or reverse positive pay check services for all of its bank accounts with checks issued.

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10. Check 21 Capabilities

The City is currently implementing Check 21 scanning capabilities in the cashiering section of our Customer Service area. Customer checks are scanned and the images are electronically transmitted to the bank daily for processing.

11. CD Imaging of Checks and Deposit Items

The City of Peoria requires the optical imaging of its checks, both front and back, for all accounts, along with optical imaging of deposit items. The servicing bank currently provides a CD of check images to the City after month end. The servicing bank provides the software required for the City to retrieve and/or print the check images from CD's provided to the City each month.

12. Online Banking Capabilities

The City of Peoria requires the ability to obtain daily balance and transaction information, both detail and summary, for all of its accounts electronically via the Internet, as well as the ability to place stop payments, initiate wire transfers and make transfers between City accounts.

13. Automated Bank Reconciliation Process

The City currently downloads data from the servicing bank's internet website in an Excel or compatible file format to be used with the City's Peoplesoft Financial Software Reconciliation module. This process automates the reconciliation process for the City's concentration, controlled disbursement and 3 zero balance accounts.

14. Automated Payment Processing (Retail Lockbox)

The City requires lockbox service and uses a scannable remittance advice for all utility payments. Currently, the City pays for its own unique post office box at the Peoria Post Office from which the bank retrieves mail daily. The City requires daily processing and depositing, and requires payment information from the processing center by next day open of business. Documentation, daily activity reports, and supporting information must be available by 9 a.m. the following morning.

The Customer Service Division would like to have processed payment information available electronically by midnight of each day from the servicing bank, so that an automated process could be implemented to receive the lockbox file and have the City's system automatically post payments prior to 7:00 a.m. of each work day.

15. Merchant Credit Card Services

The City currently has several locations that require the ability to electronically accept VISA, MasterCard, American Express, and Novus/Discover credit card payments and debit card payments. The City requires daily automated credit card settlement into the City's Concentration Account.

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16. Bond Registrar/Transfer Agent/Paying Agent/Trustee Services

The City requires bond registrar, transfer agent, paying agent, and trustee services for any bonds issued by the City or its agencies, during the contract term and any extension, through the final maturity date of such bonds. The City might also require these services for existing bonds that are transferred from other financial institutions.

The City of Peoria generally issues bonds as required, with each bond issuance averaging $30 – $50 million in size. All payments to the Trustee/Paying Agent/Transfer Agent should be due on the actual due date and not one day prior.

17. Other Enhancements

The City would like to develop other banking options to enhance its customer service capabilities and improve overall cash management efficiencies. Offerors are encouraged to submit information and pricing for other services that would benefit the City.

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Proposal Questionnaire

This questionnaire will be used to determine whether your financial institution meets the mandatory and desired functionality and level of expertise required to perform the required services. With this purpose in mind, Offerors are to completely answer each of the following questions and provide relevant documentation. The Scope of Services have been broken out into 4 categories. You may bid on any one or all of the services. If your firm does not wish to be considered for a specific service, please label the item as "NO BID."

GENERAL BANKING

1. General Banking

a. What is your financial institution's time schedule for mailing insufficient funds notices and return items to customers?

b. Does your financial institution intend to discontinue offering any of the services identified in this Request for Proposal during the specified term of the contract? If yes, fully describe the circumstances including the anticipated date for elimination. What options will then be available to provide for this service?

c. Does your financial institution have current plans to add or remove branches within the City of Peoria during the specified term of the contract? If so, which branches are involved and where would new branches be located? What level of service would be available?

d. Has your financial institution entered into an agreement to merge with another financial institution or other business entity? If yes, please provide planned dates of merger, identify counterparties involved, and indicate which entity will be merged or absorbed. What effect will this merger have on the level of services provided to the City of Peoria? Will there be any change in location for services provided? Where will the headquarters be located?

e. What is your institution's basis for charging for cash deposited?

f. Does your financial institution provide other payment capabilities besides those listed in this proposal? If so, please describe the processes and all costs associated with this service.

g. Please describe the controls your institution has in place to protect data integrity and to ensure that data is not lost or duplicated, i.e., audit and control procedures.

h. How often in the last 12 months has the bank's wire transfer system had unscheduled downtime for a total of more than 30 minutes in a single day? What are the most common causes of unscheduled downtime?

i. Please describe how your institution measures and evaluates quality of service. Describe how your institution intends to provide consistent high quality service to the City and what measures will be taken if service levels fall below acceptable levels.

j. Please describe how inquiries requiring research and adjustments are handled by your institution. Are there established turn around times for research and adjustment items? If so, please explain.

k. Does your institution have a formal disaster recovery plan in place in the event of a systems failure or other disaster at the bank's primary processing site? If so, please describe the plan and indicate when it was last updated and tested? Have disaster recovery procedures ever been implemented for a real disaster? Does your institution compensate in the event of loss?

2. **Zero Balance/Controlled Disbursement Account Information and ACH Capabilities**

a. What is your institution's availability of presentment policy for customer checks?

b. Please describe your institution's methods for processing ACH transactions and identify the deadlines for processing these transactions. What media types and transmission methods are available? Are one and two day file effective date capabilities available?

c. What is the process for ACH stop payments and/or corrections once the ACH file has been sent to your institution?

d. Does your institution have a backup plan in place in order for the City to meet ACH file transmission deadlines in the event of a system problem or failure? Has the backup plan been tested and used?

3. **City of Peoria, Housing Department Accounts**

a. What will the interest rate for these accounts be based on? Can these funds be swept into a money market fund?

4. **Savings Accounts**

a. What will the interest rate for these accounts be based on? Can these funds be swept into a money market fund?

5. **Monthly Analysis Reporting and Service Charge**

a. When are your institution's account analysis statements available?

b. Is any interest-bearing account interest charged against the account analysis?

6. **Collateral Requirements**

a. Who serves as your institution's third party custodian?

b. What is the process to release or substitute securities pledged?

c. Are the required monthly pledge reports available to the City electronically? If so, please provide a brief description of the process and all costs associated with this service.

7. Armored Car Services

a. Does your designated vault have specific requirements for deposits delivered by a third party? If so, what are those requirements?

8. Investment Settlement, Custody, and Safekeeping Services

a. Please describe your institution's trade settlement process, including trade settlement deadlines (in Arizona Time) and the procedures in place to ensure compliance with the City's Investment Policies and Procedures.

b. Would one designated contact person be assigned to handle the City's investment activity and all concerns, inquiries, and settlement issues? If so, please indicate the name, phone number, and availability of that person and a back up point of contact.

c. If no designated contact person would be assigned to handle the City's investment activity, how will concerns, inquiries, and settlement issues be handled by your institution?

d. What are your institution's provisions for sweeping of accounts overnight into an authorized Money Market Fund which is SEC registered? As the City must approve the Money Market Fund to be used, please include a money market fund prospectus.

9. Positive Pay Check Fraud Services

a. Does your institution provide check fraud prevention options such as Positive Pay? If so, describe the process and capabilities including information transfer and deadline requirements. Describe how the information will be transferred, applied, maintained, and reported.

b. Does your institution provide the ability to match check number, check amount, and payee name in the Positive Pay system?

c. How will mismatches or exceptions to positive pay files be communicated?

d. How are "on-demand" checks processed?

e. Please explain the City's liability if a fraudulent item is processed despite preventative positive pay services.

10. CD Imaging of Checks and Deposit Items

a. Please describe the optical imaging process, including detailed information on imaging checks, and the frequency and availability of the data to the City of Peoria.

b. When is the CD of imaged items available to the City after month end?

c. What software is required in order to view the CD images or is this service provided via the internet? What search capabilities are available for viewing imaged items?

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d. Does your institution have a warehousing capability to store the City's cancelled checks? If so, please describe the process including document availability and retention rates.

e. Does your institution provide electronic imaging of deposit items? If so, describe the process, and the frequency and availability of the data to the City of Peoria as well as all costs associated with this service.

11. Online Banking Capabilities

a. Describe your financial institution's electronic reporting capabilities. Is this provided through the Internet? Describe its capabilities, system requirements, and provide sample reports.

b. When is the information available to the City? Is one and two day float information available?

c. Describe all services and information types available on-line such as stop payments and initiating wire transfers. Include all limitations, security provisions, and downtime information.

d. Does your institution provide a USB token device or Password Generating Token that can be utilized with the on-line banking system to provide user authentication?

12. Automated Bank Reconciliation Process

a. Does your institution provide a method of automated reconciliation? If so, please describe the process and all system requirements, including file format and file conversion requirements.

13. Other Enhancements

a. Describe any other enhancements or additional services, technological or otherwise, that the City should consider to improve operational or cash management efficiencies.

LOCKBOX

1. Automated Payment Processing (Retail Lockbox)

a. Describe and detail your lockbox capability including location of facilities, quality controls, and bank experience. Discuss mail, lockbox, and check processing as well as data transmission. Where are the facilities located? Do you have a unique bank post office box and where is it located? Is your facility's post office box included in the first sorting pass? How often is the post office box emptied? Is mail processed on all shifts? What are the hours of operation for the processing facility? How many deposits are made daily? Is this facility separate from the bank, and is so, can they deposit directly? Does it include 1 and 2 day float? How long is archived information available?

b. **Attached is the City's current remittance document (Attachment D)** Can your facility's equipment handle this document in its current form? If not, what changes are necessary? What changes do you suggest for efficiency? How are remittance documents returned to the City?

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c. How would your institution provide processed payment information and in what format? When would the information be available to the City of Peoria? Attach samples.

d. Can your institution accommodate the City's desire to receive the processed payment file by midnight of each workday so that an automated posting process could be implemented at the City?

e. Is there a dual control on cash received in customer envelopes?

f. Does your facility allow for the receipt and processing of electronic files from third party vendors such as CheckFree?

g. In case of system failures, what backup arrangements do you have in place for the lockbox operation?

h. Please describe how your institution measures and evaluates quality of service. Describe how your institution intends to provide consistent high quality service to the City and what measures will be taken if service levels fall below acceptable levels.

i. When would detailed activity reports, supporting documentation and deposit information be available to the City and how would the information be provided? Include sample copies of all reports with your response. Can this information be retrieved or transmitted electronically? If so, please describe the process and all costs associated with this service.

j. Please describe how exception items, including customer correspondence, are handled in your lockbox process.

k. Would one designated contact person be assigned to handle the City's lockbox account and all concerns, inquiries, and research requests? If so, please indicate the name, phone number, and availability of that person and a backup point of contact.

l. If no designated contact person would be assigned to the City's lockbox account, how would disputes, research requests, and corrections be handled by your institution?

m. Does your institution's lockbox operation provide for the optical imaging of remittance advices and activity reports? If so, please provide a description of the process and all costs associated with this service.

n. Does your institution have a warehousing capability to store the City's remittance advices and activity reports? And if so, please describe the process including document availability, retention rates, and all costs associated with this service.

o. What is the maximum allowable error rate for operators in your institution's lockbox operation?

p. For how many customers do you currently provide lockbox services? Have you lost any lockbox accounts in the past twelve (12) months, and if so, please explain. Please provide three (3) comparable lockbox account references.

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MERCHANT CREDIT CARD SERVICES

1. **Merchant Credit Card Services**

   a. Does your institution allow for settlement discounts with the additional requirement of the CVN number or billing zip code being provided with customer credit card transactions?

   b. Please describe your institution's automated settlement process.

   c. Does your institution accept debit card payments as part of its merchant credit card services?

   d. Would one designated contact person be assigned to handle the City's merchant credit card services and all concerns, inquiries, and research requests? If so, please indicate the name, phone number, and availability of that person and a back up point of contact.

   e. How are customer declines, vendor disputes, and research inquiries handled by your institution?

   f. Does your institution's merchant services processing area have the ability to accept transactions from all financial institutions such as credit unions and savings and loan organizations? If no, please describe any limitations.

   g. Does your institution provide online inquiry/reporting capabilities? If so, please provide a brief description of the process and all costs associated with this service.

   h. Does your institution have a formal disaster recovery plan in place in the event of a systems failure or other disaster? If so, please describe the plan and indicate when it was last updated and tested? Have disaster recovery procedures ever been implemented for a real disaster? Does your institution compensate in the event of loss?

TRUSTEE SERVICES

1. **Bond Registrar/Transfer Agent/Paying Agent/Trustee Services**

   a. Does your institution provide online inquiry/reporting capabilities? If so, please provide a brief description of the process and all costs associated with this service.

Government & Institutional Banking
Public Funds Collateral Unit
333 Market Street 17th Floor
A0119-173
San Francisco, CA 94105
PublicFundsCollateral@wellsfargo.com

WELLS FARGO

August 9, 2011

City of Peoria Housing Department
8401 W Monroe St
Peoria, Arizona 85345

Dear Wells Fargo Customer,

Enclosed please find a Certificate of Resolution of the Board of Directors of Wells Fargo Bank, National Association adopting the Depository Contract (Exhibit A) executed between the Bank and **City of Peoria Housing Department**.

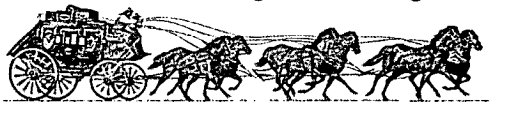
Please call 877-479-6603 if you have questions regarding your collateral position or any other public funds concerns.

Sincerely,

Mercy Lopez, Bank Officer

Enc.

Together we'll go far



WELLS FARGO BANK, NATIONAL ASSOCIATION

WRITTEN CONSENT OF THE LOAN COMMITTEE
OF THE BOARD OF DIRECTORS

I, the undersigned, being the sole member of the Loan Committee (the "Committee") of the Board of Directors of Wells Fargo Bank, National Association, do hereby adopt the following resolution by signing my written consent hereto:

Resolution Regarding Approval of Contracts Regarding Depository Services

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of the 8th day of June, 2011.

David A. Hoyt

SECRETARY'S CERTIFICATE
WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Hope Armstrong Howe, Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that the following resolution was adopted by the Loan Committee of the Board of Directors of the Bank by action taken by written consent effective as of June 8, 2011 and that said resolution has not been rescinded or modified and is now in full force and effect:

Resolution Regarding Approval of Contracts
Regarding Depository Services

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

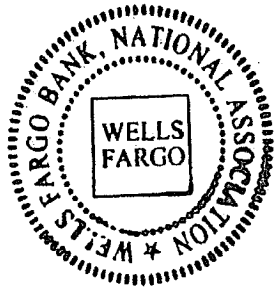
WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank on this 27th day of July, 2011.

(SEAL)



Hope Armstrong Howe
Wells Fargo Bank, National Association
Assistant Secretary

General Depository Agreement

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

This Agreement, entered into this 23 day of March, 20[illegible] by and between City of Peoria Housing Department, 9875 N. 85th Avenue, 2nd Floor, Peoria Arizona 85345-6560 (herein called the "PHA/IHA"), a duly organized and existing public body corporate and politic of the Peoria of Arizona and Wells Fargo, N.A (herein called the "Depository"), located at 333 Market Street, MAC : A0119-173 San Francisco, CA 94105

Witnesseth:

Whereas, the Department of Housing and Urban Development (herein called "HUD") has entered into one or more contracts (herein called the "Contract" with the PHA/IHA for the purpose of providing financial assistance to develop and operate lower income housing projects, as authorized by the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

Whereas, under the terms of the Contract the PHA/IHA is required to select as depositories of its funds financial institutions whose deposits or accounts are insured by either — the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund as long as this Agreement is in force and effect.

Now Therefore, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The deposits and accounts of the Depository shall continue to be insured by either — the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund.

2. All monies deposited by the PHA/IHA with the Depository shall be credited to the PHA/IHA in a separate interest bearing deposit or interest bearing accounts, designated Accounts" (herein the "Accounts"). Any portion of PHA/IHA Funds not insured by a Federal insurance organization shall be fully (100%) and continuously collateralized with specific and identifiable U.S. Government or Agency securities prescribed by HUD. Such securities shall be pledged and set aside in accordance with applicable law or Federal regulations. The PHA/IHA shall have possession of the securities (or the PHA/IHA will take possession of the securities) or an independent custodian (or an independent third party) holds the securities on behalf of the PHA/IHA as a bailee (evidenced by safe keeping receipt and a written bailment for hire contract) and will be maintained for the full term of deposit. The Depository may substitute other securities as collateral to equal or increase the value. If PHA/IHA is an agency of an Indian tribe, the collateral shall be in United States bonds and otherwise as may be prescribed for public funds by the United States Secretary of the Treasury.

3. Except as stated in Paragraph 5, the Depository shall honor any (a) check or other order to pay from the Accounts, or (b) directive to purchase investment securities with monies from the Accounts or to sell securities, if such order or directive is in writing and signed on behalf of the PHA/IHA by an officer or member designated by resolution of the Board of Directors of the PHA/IHA to have such authority. To assist the Depository in its obligation, the PHA/IHA shall furnish the Depository with a certified copy of the resolution.

4. Any securities received from the PHA/IHA or purchased by the Depository with monies from the Accounts shall be considered to be a part of the Accounts and shall be held by the Depository in safe-keeping for the PHA/IHA until sold. Interest on such securities and the proceeds from the sale thereof shall be deposited in the Account upon receipt.

5. If the Depository received written notice from HUD that no withdrawals by the PHA/IHA from the Accounts are to be permitted, the Depository shall not honor any check or other order to pay from the Accounts or directive to purchase or sell securities, or permit any withdrawals by the PHA/IHA from said Accounts until the Depository is authorized to do so by written notice from HUD.

6. The Depository is not obligated to be familiar, and shall not be charged, with knowledge of the provisions of the Contract, and shall be under no duty to investigate or determine whether any action taken by either the PHA/IHA or HUD in respect of the Accounts are consistent with or are authorized by the Contract or whether either PHA/IHA or HUD is in default under the provisions of the Contract. The Depository shall be fully justified in accepting and acting on, without investigation, any certificate or notice furnished to it pursuant to the provisions of this Agreement and which the Depository shall in good faith believe to have been duly authorized and executed on behalf of the party in whose name the same purports to have been made or executed.

7. The rights and duties of the Depository under this Agreement shall not be transferred or assigned by the Depository without the prior written approval of the PHA/IHA and HUD.

This Agreement may be terminated by either party hereto upon thirty days' written notice to the other party, and HUD. The rights and duties of the Depository hereunder shall not be transferred or assigned nor shall this Agreement be terminated during any period in which the Depository is required to refuse to permit withdrawals from the Accounts as provided in Paragraph 5.

8. HUD is intended to be a third party beneficiary of this Agreement and may sue to enforce its provisions and to recover damages for failure to carry out its terms.

9. The Depository shall promptly notify the PHA/IHA of crediting or depositing of any monies in the Accounts.

10. The provisions of this Agreement may not be modified by either Party without the prior written approval of HUD.

11. Previous General Depository or Savings Depository Agreements, if any, entered into between the Depository and the PHA/IHA are hereby terminated and all monies and securities of the PHA/IHA on deposit with or held by the Depositories pursuant to the terms of said Agreement shall continue to be held for account of the PHA/IHA pursuant to and in accordance with the provisions of this Agreement.

12. At no time shall the PHA/IHA Funds in the Accounts be permitted to exceed the amount insured by Federal deposit insurance (herein the "Insured Amount"). At any such time as the amount of funds in the Accounts reach the Insured Amount, whether by the accrual of interest or otherwise, the Depository shall promptly, as directed by the PHA/IHA, and in an amount sufficient to limit the funds in the Accounts to the Insured Amount, either: (a) remit payment to the PHA/IHA or, (b) on behalf of the PHA/IHA, purchase securities approved for investment by the PHA/IHA. Such securities shall not be considered to be a part of the Account pursuant to Paragraph 4 hereof but shall be held by the Depository as custodian or trustee for the PHA/IHA in a separate account established for that purpose by the Depository (herein the "Securities Account"). The Securities Account shall be designated:

Income or other proceeds from securities held in the Securities Account shall, as directed by the PHA/IHA, upon receipt, be paid to or on behalf of the PHA/IHA; provided, however, that such proceeds shall, to the extent consistent otherwise with the provisions of this Paragraph, be deposited in the Accounts. If the Depository receives written notice from HUD pursuant to Paragraph 5 hereof that no withdrawals by the PHA/IHA from the Accounts are to be permitted, the Depository shall not honor any directive from the PHA/IHA to sell securities, or permit any withdraws by the PHA/IHA, from the Securities Account until the Depository is authorized to do so by written notice from HUD. During the pendency of such restrictions on the Accounts and the Securities Account, the Depository, except as directed in writing by HUD, shall not remit any payment to the PHA/IHA for the purpose of limiting the amount of funds in the Account to the Insured Amount but shall instead purchase securities approved for investment by the PHA/IHA and hold such securities in the Securities Account.

(For use only in certain States that have statutes that prohibit Public Housing Agencies and Indian Housing Authorities from implementing paragraph 2.)

In Witness Whereof, the PHA/IHA and the Depository have caused this Agreement to be executed in their respective names and their respective seal to be impressed hereon and attested as of the date and year first above written.

City of Peoria Housing Department

PHA/IHA

(Notary)
ATTEST:

Chairman - Brent D. Mattingly

Secretary

Wells Fargo Bank N.A.

Depository

By

(Notary)
ATTEST: See attached

Note: Strike paragraphs 11 and 12 if not applicable.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☑ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me on this 3 (Date) day of May (Month), 2011 (Year), by

(1) Sheila Lynch (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (

(and

(2) _____ (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

WMD1 MERCY D. LOPEZ COMM. #1755730 NOTARY PUBLIC - CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires July 6, 2011 WMD1

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

Further Description of Any Attached Document

Title or Type of Document: General Depository Agreement

Document Date: 3-23-11 Number of Pages: 2

Signer(s) Other Than Named Above: _____

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DEPOSITORY PLEDGE AGREEMENT 866003634

City of Peoria Housing Department ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities of any type permitted by applicable law and identified in Schedule I, attached hereto ("Eligible Securities"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a separate custody account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the Collateral Account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Each of Depositor and Bank hereby appoints Custodian as custodian of all Collateral at any time delivered to Custodian pursuant to this Agreement and to perform its duties as hereinafter set forth and authorizes Custodian to hold Collateral in the Collateral Account in registered form in its name or the name of its nominees. Custodian hereby accepts such appointment and agrees to establish and maintain the Collateral Account and appropriate records identifying the Collateral in the Collateral Account as pledged by Bank to Depositor.

(c) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Physical Collateral that is not held through Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect in the State of New York from time to time.

2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC, adjusted pursuant to the margin requirement or applicable discount specified in Schedule I. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value or that the property posted to the Collateral Account is eligible to serve as collateral pursuant to applicable law.

3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after

the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the Bank determines that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodian's Obligations. (a) Custodian shall perform the duties and obligations required of Custodian hereunder. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement. Custodian shall provide Depositor each month with a statement identifying all property held in the Collateral Account as of the date of such statement. Custodian shall also provide to Depositor and Bank upon request, a written confirmation on any business day on which securities are transferred to and from the Collateral Account. Such confirmation shall identify the specific securities which are the subject of the confirmation. Depositor agrees that it shall promptly review all such confirmation statements and shall promptly advise Custodian in writing of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a notice claiming that an error, omission or inaccuracy has occurred with respect to the Collateral Account, Custodian shall promptly undertake to investigate such claim and correct any errors, failures or omissions which such investigation confirms have occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not the direct result of the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree, jointly and severally, to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful

misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.

(d) Custodian is hereby authorized to assign its rights and delegate its duties hereunder to any of its affiliates, whenever and on such terms and conditions as it deems necessary or appropriate to perform its services hereunder, without any further notice to Depositor or Bank. Depositor and Bank each agrees to be bound by all actions taken by any such affiliate pursuant to the preceding sentence to the same extent as if they were taken by Custodian, it being understood and agreed that no such assignment or delegation shall discharge Custodian from its obligations hereunder. If so advised by Custodian, Depositor and Bank shall provide instructions or other information to any such affiliate rather than to Custodian.

(e) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (e) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian. Custodian shall be entitled to rely upon any addendum, certificate or instruction actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any of the parties hereto may terminate this Agreement by giving ninety (90) days prior written notice of termination to the other parties in writing specifying the date of such termination. This Agreement shall terminate on the earlier of (i) the date specified in such notice of termination, or (ii) the date on which the deposits of Depositor with Bank are paid in full. If upon termination of this Agreement Bank is still holding deposits of Depositor, Custodian shall follow such reasonable written instructions as Bank and Depositor may jointly give Custodian concerning transfer of custody of securities and related property and records; otherwise Custodian will follow Bank's unilateral written instructions in that regard.

9. Applicable Law; Other Agreements. This Agreement shall be construed in accordance with the substantive laws of the State in which Depositor is located, without regard to conflicts of laws principles thereof. Bank, Depositor and Custodian hereby consent to the jurisdiction of a state or federal court situated in the State in which Depositor is located, in connection with any dispute arising hereunder. Bank, Depositor and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which any one of them

may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agreement: 5/10, 2011.

DEPOSITOR: **City of Peoria Housing Department**

Signature: _____

Print Name: Brent D. Mattingly

Title: Chief Financial Officer

Address: 8401 W. Monroe St.
Peoria, AZ 85345

CUSTODIAN: **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

Signature: _____

Print Name: John Diagostini

Title: Managing Director

Address: C/O The Bank of New York Mellon
One Wall Street, 4th Floor
New York, NY 10286
Attn: Manager, BDS Collateral Management

BANK: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Signature: _____

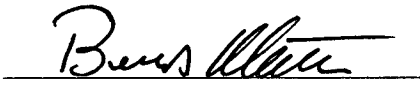
Print Name: Sheila Lynch

Title: Vice President

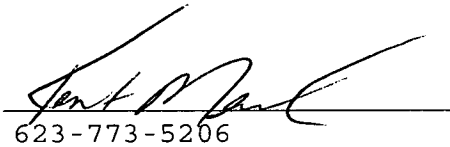
Address: 333 Market Street St.17th Floor,
MAC: A0119-173
San Francisco, CA 94105

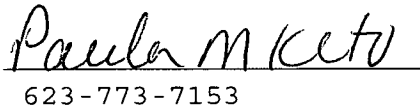
ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Print Name: Brent D. Mattingly — Signature: 
   Email: brent.mattingly@peoriaaz.gov — Phone: 623-773-7134
   Fax: 623-773-7033

2. Print Name: Deborah S. Card — Signature:
   Email: debbie.card@peoriaaz.gov — Phone: 623-773-7148
   Fax: 623-773-7033

3. Print Name: Kent I. Meredith — Signature: 
   Email: kent.meredith@peoriaaz.gov — Phone: 623-773-5206
   Fax: 623-773-7033

4. Print Name: Paula M. Keto — Signature: 
   Email: paula.keto@peoriaaz.gov — Phone: 623-773-7153
   Fax: 623-773-7033

Government & Institutional Banking
Public Funds Collateral Unit
333 Market Street 17th Floor
A0119-173
San Francisco, CA 94105
PublicFundsCollateral@wellsfargo.com

WELLS FARGO

August 9, 2011

City of Peoria
8401 W Monroe St
Peoria, Arizona 85345

Dear Wells Fargo Customer,

Enclosed please find a Certificate of Resolution of the Board of Directors of Wells Fargo Bank, National Association adopting the Depository Contract (Exhibit A) executed between the Bank and **City of Peoria**.

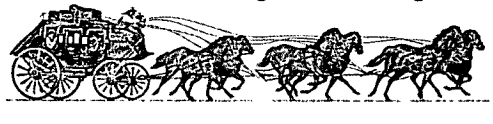
Please call 877-479-6603 if you have questions regarding your collateral position or any other public funds concerns.

Sincerely,

Mercy Lopez, Bank Officer

Enc.

Together we'll go far



WELLS FARGO BANK, NATIONAL ASSOCIATION

WRITTEN CONSENT OF THE LOAN COMMITTEE
OF THE BOARD OF DIRECTORS

I, the undersigned, being the sole member of the Loan Committee (the "Committee") of the Board of Directors of Wells Fargo Bank, National Association, do hereby adopt the following resolution by signing my written consent hereto:

Resolution Regarding Approval of Contracts Regarding Depository Services

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, the undersigned has executed this consent effective as of the 8th day of June, 2011.

David A. Hoyt

SECRETARY'S CERTIFICATE
WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Hope Armstrong Howe, Assistant Secretary of Wells Fargo Bank, National Association (the "Bank") hereby certify that the following resolution was adopted by the Loan Committee of the Board of Directors of the Bank by action taken by written consent effective as of June 8, 2011 and that said resolution has not been rescinded or modified and is now in full force and effect:

Resolution Regarding Approval of Contracts Regarding Depository Services

WHEREAS, Wells Fargo Bank, National Association (the "Bank") has been awarded contracts for banking services by the Contract Holders listed on Exhibit A, each of which has custody and control of public funds (each, a "Contract Holder"); and

WHEREAS, the banking services provided by the Bank include serving as a depository for the public funds of the Contract Holder; and

WHEREAS, applicable law requires the Bank to pledge certain eligible securities for the benefit of each Contract Holder as collateral to secure deposits of its public funds with the Bank; and

WHEREAS, the Bank, having the full right, power and authority to enter into a contract with the Contract Holder providing for the collateralization of public fund deposits and third-party custody of eligible securities securing such public funds (each, a "Contract"), desires to enter into a Contract with each Contract Holder; and

WHEREAS, Section 13(e) of the Federal Deposit Insurance Act, 12 U.S.C. § 1823(e), as amended by the Financial Institutions Reform, Recovery and Enforcement Act of 1989, requires that the approval of each Contract by the Bank's Board of Directors or loan committee be reflected in the minutes of the board or committee, and requires that each Contract be and remain an official record of the Bank in order that each Contract be valid against the rights of the Federal Deposit Insurance Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officers of the Bank be, and the same hereby are, authorized and directed to execute each Contract on behalf of the Bank, to maintain this Resolution and each Contract as official records of the Bank, and to take all actions and to execute all such documents as such officers may deem necessary or desirable to carry out the intents and purposes of the foregoing resolution.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Bank on this 27th day of July, 2011.

(SEAL)

Hope Armstrong Howe
Wells Fargo Bank, National Association
Assistant Secretary

DEPOSITORY PLEDGE AGREEMENT

866003634

City of Peoria ("Depositor") has selected **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities of any type permitted by applicable law and identified in Schedule I, attached hereto ("Eligible Securities"). **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. Grant of Security Interest; Instructions Regarding Collateral. (a) Bank hereby grants to Depositor a security interest in all Eligible Securities transferred to a separate custody account (the "Collateral Account") established pursuant to this agreement (the "Collateral"). Custodian agrees to serve as collateral agent for Depositor, pursuant to the terms of this Agreement. For the avoidance of doubt, Custodian acknowledges and agrees that it does not have and will not acquire or assert at any time in the future, and hereby expressly waives, any lien upon, security interest in, setoff right or other right to charge the Collateral held in the Collateral Account for any obligation owed to Custodian by Bank or Depositor. Until Depositor has the right to compel sale of the Collateral under Section 7 hereof, Custodian may act in accordance with the instructions of Bank, including, without limitation, the right of Bank to unilaterally substitute Eligible Securities for the Collateral in accordance with Section 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual. In no event shall the Custodian be responsible for determining whether the pledged securities are "Eligible Securities".

(b) Each of Depositor and Bank hereby appoints Custodian as custodian of all Collateral at any time delivered to Custodian pursuant to this Agreement and to perform its duties as hereinafter set forth and authorizes Custodian to hold Collateral in the Collateral Account in registered form in its name or the name of its nominees. Custodian hereby accepts such appointment and agrees to establish and maintain the Collateral Account and appropriate records identifying the Collateral in the Collateral Account as pledged by Bank to Depositor.

(c) Bank, Depositor and Custodian agree that all Collateral delivered to or received by Custodian for deposit in the Collateral Account may be in the form of credits to the accounts of Custodian at a Securities Depository or by delivery to Custodian of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Depositor hereby authorize Custodian to utilize such Securities Depositories and to hold such physical securities or any combination thereof in connection with its performance hereunder. Collateral credited to the Collateral Account and deposited in the Securities Depositories will be held, by book-entry notation, in accounts that include only assets held by Custodian or its agent(s) for third parties, including but not limited to accounts in which assets are held in a fiduciary, agency or representative capacity. Physical Collateral that is not held through Securities Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian. As used herein, the term "Securities Depository" or "Securities Depositories" shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the Uniform Commercial Code, as in effect in the State of New York from time to time.

2. Amount of Collateral. The aggregate market value of Collateral held by Custodian at all times during the term of this Agreement must be in an amount not less than (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC, adjusted pursuant to the margin requirement or applicable discount specified in Schedule I. Such amount is hereinafter called the "Required Collateral Value". In no event shall the Custodian be responsible for determining whether the Collateral Account contains the Required Collateral Value or that the property posted to the Collateral Account is eligible to serve as collateral pursuant to applicable law.

3. Substitutions and Withdrawals of Collateral. If the aggregate market value of Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may unilaterally withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of Bank, provided that after

the withdrawal of any such excess Collateral, the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may unilaterally substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the Bank determines that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value. If Bank elects to require Depositor's written consent on a notice in connection with any withdrawal or substitution which complies with this Section 3, Depositor agrees to provide it promptly upon Bank's request. Custodian shall be entitled to rely on, and Bank and Depositor agree to hold Custodian harmless from, any actions taken pursuant to, and consistent with, the instructions given in a withdrawal or substitution notice under this Section 3, whether unilateral or not.

4. Bank's Obligations. Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. Custodian's Obligations. (a) Custodian shall perform the duties and obligations required of Custodian hereunder. Upon transfer by Custodian of Eligible Securities to the Collateral Account, including Eligible Securities substituted for other Collateral, Custodian shall promptly identify such Eligible Securities on its books and records as being Collateral held pursuant to this Agreement. Custodian shall provide Depositor each month with a statement identifying all property held in the Collateral Account as of the date of such statement. Custodian shall also provide to Depositor and Bank upon request, a written confirmation on any business day on which securities are transferred to and from the Collateral Account. Such confirmation shall identify the specific securities which are the subject of the confirmation. Depositor agrees that it shall promptly review all such confirmation statements and shall promptly advise Custodian in writing of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a notice claiming that an error, omission or inaccuracy has occurred with respect to the Collateral Account, Custodian shall promptly undertake to investigate such claim and correct any errors, failures or omissions which such investigation confirms have occurred. Any such corrections shall be reflected on subsequent confirmation statements.

(b) Depositor agrees that, with respect to all securities held in the Collateral Account, Custodian by itself, or through the use of the appropriate Securities Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 7 hereof: (i) collect all payments reflecting interest and principal on the securities in the Collateral Account; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of securities which, in the opinion of Custodian, is intended for the beneficial owner of the securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as Custodian, any certificates of ownership, affidavits, declarations or other certificates under any tax laws now or hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any securities held by Custodian hereunder; and (v) upon receipt of written instructions from Bank, Custodian will exchange securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights; provided, however, such exchanged securities shall continue to be held by Custodian hereunder for the benefit of Depositor if such exchanged securities constitute Collateral. Upon receipt of payments reflecting principal and interest or dividends on the securities in the Collateral Account, Custodian shall transfer to Bank such principal and interest or dividend payments (either by credit to Bank's custody account at Custodian or otherwise).

(c) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by any Securities Depository, provided, however, that such loss or damage is not the direct result of the negligence or willful misconduct of Custodian. In no event shall Custodian be liable to Depositor, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Both Depositor, to the extent permitted by law, and Bank agree, jointly and severally, to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any third party claim or which may be asserted by a third party against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful

misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Depositor and Bank notwithstanding the termination of this Agreement.

(d) Custodian is hereby authorized to assign its rights and delegate its duties hereunder to any of its affiliates, whenever and on such terms and conditions as it deems necessary or appropriate to perform its services hereunder, without any further notice to Depositor or Bank. Depositor and Bank each agrees to be bound by all actions taken by any such affiliate pursuant to the preceding sentence to the same extent as if they were taken by Custodian, it being understood and agreed that no such assignment or delegation shall discharge Custodian from its obligations hereunder. If so advised by Custodian, Depositor and Bank shall provide instructions or other information to any such affiliate rather than to Custodian.

(e) Custodian may, with respect to questions of law specifically regarding the Collateral Account, obtain the advice of reputable legal counsel and shall be fully protected with respect to anything done or omitted by it reasonably and in good faith and without negligence, willful misconduct, bad faith or fraud in conformity with such advice, provided, however, that nothing contained in this paragraph (e) shall be deemed to relieve Custodian of any of its obligations pursuant to any other provision of this Agreement.

(e) Custodian shall not be responsible for, or considered to be custodian of, any securities received by it for deposit in the Collateral Account until Custodian actually receives and collects such securities directly or by the final crediting of Custodian's account on the books of the appropriate Securities Depository. Custodian will be entitled to reverse any provisional credits to the Collateral Account that were made in anticipation of the receipt of securities or cash which were not subsequently received by Custodian. Custodian shall be entitled to rely upon any addendum, certificate or instruction actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered.

(f) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(g) In performing hereunder, Custodian may enter into subcontracts, agreements and understandings with third parties whenever and on such terms and conditions as it deems necessary or appropriate and which are consistent with applicable law. No such subcontract, agreement or understanding shall discharge Custodian from its obligations hereunder.

6. Custodian's Reliance on Pricing Services. The Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide market values hereunder, and Bank and Depositor agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

7. Default and Remedies. If Bank defaults in performing its obligations under Section 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may, after providing Bank at least three (3) business days prior written notice and opportunity to cure the default, and, if Bank fails to cure the default within such (3) business day period, instruct Custodian to transfer the Collateral or any part thereof to a broker-dealer for disposition in accordance with Depositor's instructions at a public or private sale. The proceeds of any such sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law. The Custodian shall be entitled to rely on and shall be held harmless from acts taken in accordance with such instructions from Depositor.

8. Termination of Agreement. Any of the parties hereto may terminate this Agreement by giving ninety (90) days prior written notice of termination to the other parties in writing specifying the date of such termination. This Agreement shall terminate on the earlier of (i) the date specified in such notice of termination, or (ii) the date on which the deposits of Depositor with Bank are paid in full. If upon termination of this Agreement Bank is still holding deposits of Depositor, Custodian shall follow such reasonable written instructions as Bank and Depositor may jointly give Custodian concerning transfer of custody of securities and related property and records; otherwise Custodian will follow Bank's unilateral written instructions in that regard.

9. Applicable Law; Other Agreements. This Agreement shall be construed in accordance with the substantive laws of the State in which Depositor is located, without regard to conflicts of laws principles thereof. Bank, Depositor and Custodian hereby consent to the jurisdiction of a state or federal court situated in the State in which Depositor is located, in connection with any dispute arising hereunder. Bank, Depositor and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which any one of them

may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. All deposit accounts of Depositor will be subject to Bank's Commercial Account Agreement, Business Account Agreement, or other applicable deposit account agreement, as in effect from time to time.

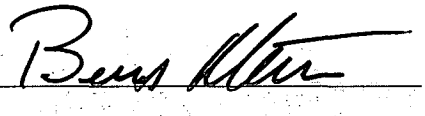
10. Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use its best efforts to resume normal performance as soon as practicable under the circumstances.

11. Jury Trial Waiver. EACH OF BANK, DEPOSITOR AND CUSTODIAN HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12. Miscellaneous. The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees, to the extent permitted by law, not to claim, and it hereby waives, such immunity in connection with this Agreement.

Date of Agreement: 3-31, 2011.

DEPOSITOR: **City of Peoria**

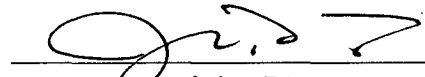
Signature: 

Print Name: Brent D. Mattingly

Title: Chief Financial Officer

Address: 8401 W. Monroe St.
Peoria, AZ 85345

CUSTODIAN: **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**

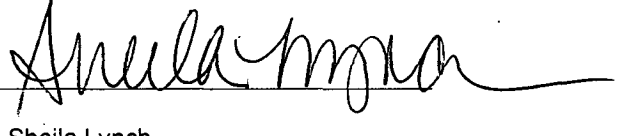
Signature: 

Print Name: John Diagostini

Title: Managing Director

Address: C/O The Bank of New York Mellon
One Wall Street, 4th Floor
New York, NY 10286
Attn: Manager, BDS Collateral Management

BANK: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

Signature: 

Print Name: Sheila Lynch

Title: Vice President

Address: 333 Market Street St.17th Floor,
MAC: A0119-173
San Francisco, CA 94105

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Print Name: Brent D. Mattingly — Signature: [signature]
   Email: brent.mattingly@peoriaaz.gov — Phone: 623-773-7134
   Fax: 623-773-7033

2. Print Name: Deborah S. Card — Signature: [signature]
   Email: debbie.card@peoriaaz.gov — Phone: 623-773-7148
   Fax: 623-773-7033

3. Print Name: Kent I. Meredith — Signature: [signature]
   Email: Kent.meredith@peoriaaz.gov — Phone: 623-773-5206
   Fax: 623-773-7033

4. Print Name: Paula M. Keto — Signature: [signature]
   Email: paula.keto@peoriaaz.gov — Phone: 623-773-7153
   Fax: 623-773-7033

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1. Print Name: Sheila Lynch, Vice President Signature:
   Phone/ Fax: (415) 371-3278 / (866) 686-5441 Email: lynchsh@wellsfargo.com
2. Print Name: Jeana No, Assistant Vice President Signature:
   Phone/ Fax: (415) 371-3277 / (866) 686-5441 Email: Jeana.No@wellsfargo.com
3. Print Name: Tatiana Dayers, Bank Officer Signature:
   Phone/ Fax: (415) 371-3276 / (866) 686-5441 Email: Tatiana.Dayers@wellsfargo.com
4. Print Name: Mercy D. Lopez, Bank Officer Signature:
   Phone/ Fax: (415) 371-3273 / (866) 686-5441 Email: lopezmd@wellsfargo.com