

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**MAJESTIC BUILDING MAINTENANCE,
INC.**

545 Metro Place South
Suite 100
Dublin, Ohio 43017

Plaintiff,

v.

**HUNTINGTON BANCSHARES
INCORPORATED dba THE
HUNTINGTON NATIONAL BANK**

c/o CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

Defendant.

CASE NUMBER:

DISTRICT JUDGE:

MAGISTRATE JUDGE:

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Plaintiff Majestic Building Maintenance (“Plaintiff” or “Majestic”), individually and on behalf of all others similarly situated, institutes this action against Defendant Huntington Bancshares Incorporated dba The Huntington National Bank (“Huntington”) upon its personal knowledge, the investigation of its counsel, and on information and belief as follows:

INTRODUCTION

1. Huntington ties its bank account services to the purchase of its fraud-prevention services in contravention of federal law. Huntington does not provide the full protections and services required by the Uniform Commercial Code (“UCC”) and state law to bank accounts unless that customer agrees to purchase additional Huntington services. These actions and

policies are in contravention of the Bank Holding Company Act (“BHCA”)’s Anti-Tying provision.¹

2. Plaintiff is one of the many victims of Huntington’s practices and policies of ties its fraud-prevention services to its bank account products and services. Here, even after timely notifying Huntington of errors regarding forged and fraudulent payment and check activity, Huntington refused to reimburse Plaintiff in accordance with its legal obligations under the UCC and applicable state law. Huntington’s only justification for not complying with the mandates of the UCC and applicable state law is that Majestic failed to purchase Huntington’s fraud-prevention services. Requiring Majestic to purchase fraud-prevention services as a condition of receiving the benefits and protections of the UCC and applicable state law and violates the BHCA.

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §1332(d)(2). The matter in controversy exceeds the sum or value of \$5 million exclusive of interest and costs, and is a class action in which at least one member of the class of plaintiffs is a citizen of a state different from Huntington.

4. The Court also has subject matter jurisdiction pursuant to 28 U.S.C. §1331. The matter in controversy arises under the laws of the United States.

5. The Court has personal jurisdiction over Huntington because it is an Ohio resident and has registered as an Ohio corporation with the Ohio Secretary of State. Huntington held Plaintiff’s checking account, and the bank accounts of other Class Members, in this judicial district.

¹ See UCC §§ 4-103, 4-401. Each state in which Huntington conducts business has adopted the UCC. See Ohio Rev. Code § 13.04.01 to 1304.40; Mich. Comp. Laws § 440.4101 to 440.4504; Pa. Cons. Stat § 4101 to 4504; Ind. Code § 26-1-4-101 to 26-1-4-504; W. Va. Code § 46-4-101 to 46-4-504; Ken. Rev. Stat. § 355.4-101 to 355.4-504.

6. Venue is proper in the United States District Court for the Southern District of Ohio pursuant to 28 U.S.C. 1391(b) because a substantial part of the events or omissions giving rise to the claim occurred in this district and because Huntington is subject to this Court's personal jurisdiction.

PARTIES

7. Plaintiff Majestic Building Maintenance, Inc. is a company specializing in commercial cleaning services for businesses. Majestic's corporate headquarters are located in Dublin, Ohio, which is within this Court's jurisdiction.

8. Majestic is and was a "customer" within the meaning of 12 U.S.C. § 1972 at all times relevant to this Complaint.

9. Defendant Huntington Bancshares Incorporated, whose banking affiliate does business as The Huntington National Bank, is a Maryland corporation with its principal place of business in Columbus, Ohio. Huntington's headquarters are located at Huntington Center, 41 South High Street, Columbus, Ohio 43287, which is within this Court's jurisdiction. Huntington also regularly conducts business in this District and throughout Ohio, Michigan, Pennsylvania, Indiana, West Virginia and Kentucky.

10. According to the Federal Deposit Insurance Corporation ("FDIC"), Huntington had \$53.8 billion on deposit in Ohio as of June 30, 2018, making it the second largest bank in the state.

11. At all times relevant to this Complaint, Huntington is and was also a "bank" within the meaning of 12 U.S.C. § 1841(c)(1).

12. At all times relevant to this Complaint, Huntington is and was a "bank" within the meaning of § 4-105(1) of the UCC.

13. At all times relevant to this Complaint, Huntington is and was also a “payor bank” within the meaning of § 4-105 of the UCC.

The Anti-Tying Provision of the BHCA

14. The purpose of the Anti-Tying provision of the BHCA is to prohibit anticompetitive practices which require bank customers to accept or provide some other service or product in order to obtain the bank product or services they desire.²

15. Section 1972(1)(A) of the BHCA reads as follows: A bank shall not in any manner extend credit, lease or sell property of any kind, or furnish any service, or fix or vary the consideration for any of the foregoing, on the condition or requirement (A) that the customer shall obtain some additional credit, property, or service from such bank other than a loan, discount, deposit, or trust service.

16. The BHCA requires only that a plaintiff demonstrate that an anticompetitive practice exists.³

17. The BHCA applies when a bank conditions or requires that a customer obtain an additional product or service as a condition of the furnishing of a different product or service.

18. Therefore, a customer need not have obtained the additional product or service, but only be put in the position of a bank conditioning or requiring the customer obtain a different product or service in order to receive the original product or service.

19. As further stated herein, Huntington’s actions constitute a violation of 12 U.S.C. § 1972(A)(1), prohibiting financial institutions from imposing anticompetitive conditions on their customers in order to receive the benefits and protections of the UCC and Ohio law.

FACTUAL BACKGROUND

² See S.Rep.No. 1084, 91st Cong. 2d Sess. (1970), *reprinted in* 1970 U.S. Code Cong. & Admin. News 5519, 5535.

³ S.Rep.No. 1084, 91st Cong., 2d Sess. (1970), *reprinted in* 1970 U.S. Code Cong. & Admin. News 5519, 5547.

20. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully stated herein.

21. In or around November 2010, Plaintiff opened a business checking account with Huntington.

22. At that time, Plaintiff received a MSA that contained Rules and Regulations for Business Accounts. A true and accurate copy of the Agreement Plaintiff received is attached hereto as Exhibit A.

23. At all times relevant to this complaint, Luther McNeil (“Mr. McNeil”), President of Majestic, was the only authorized signatory on the account.

24. The Agreement states that Huntington will not be liable for paying non-authorized items on Plaintiff’s account unless Plaintiff purchases Huntington’s fraud-prevention products.

25. The Agreement does not state what these products are or the cost of these products.

26. The Agreement also fails to disclose to customers that it disclaims the mandates of the UCC and applicable state law unless the customers purchase the additional fraud-prevention services.

27. In or around November 24, 2014, upon review of its account online, Mr. McNeil noticed that checks had been cleared from Plaintiff’s account that were not authorized.

28. In fact, Mr. McNeil recognized that four checks totaling \$3,973.96 were debited from Plaintiff’s account on November 24, 2014. True and accurate copies of these checks are attached as Exhibit B.

29. Each unauthorized check was made out to an unknown person named Latasha McCalla in Cleveland, Ohio.

30. Mr. McNeil's signature was also forged and not placed on the checks by him.

31. Mr. McNeil immediately contacted Huntington on November 24, 2014 on Plaintiff's behalf to inform Huntington of the fraudulent activity on Plaintiff's account and request Plaintiff's account be reimbursed fully.

32. Mr. McNeil filled also out all paperwork requested by Huntington regarding his fraud complaint, including submitting a police report he filled out with the Powell Police Department and a supporting affidavit detailing the fact the signature on the unauthorized checks must have been forged.

33. A few weeks later, Plaintiff received a letter from Huntington informing it that "reasonable care was not used in declining to use [Huntington's] Check Positive Pay/Reverse Positive Pay services, which substantially contributed to the making of the forged item(s)." A true and accurate copy of this letter is attached as Exhibit C.

34. That is, Huntington told Plaintiff that because Plaintiff did not enroll in or purchase Huntington's "Check Positive Pay/Reverse Positive Pay" product, it would not honor its obligations under the UCC to pay a check and debit Plaintiff's account only as directed by Plaintiff.

35. Huntington's letter attached as Exhibit C further advised Plaintiff to close its account and open a new one.

36. Confused as to Huntington's response, Mr. McNeil contacted an attorney to assist Plaintiff in its efforts to be refunded for money Huntington paid an apparent thief using clearly unauthorized checks.

37. Plaintiff's attorney sent Huntington a letter on December 15, 2014, again requesting the money improperly paid out of its account be refunded. A true and accurate copy of this letter is attached as Exhibit D.

38. Huntington did not respond to the aforementioned letter.

39. On March 17, 2015 Huntington resent its December 15, 2014 letter and further stated that within the Rules and Regulations for Business Accounts (found in the Agreement), Huntington has "available certain products designed to discover or prevent unauthorized transactions," which "You agree that if your account is eligible for those products and you choose not to avail yourself of them, then we will have no liability for any transaction that occurs on your account that those products were designed to discovery or prevent, nor will we have any duty to re-credit your account for any such losses." Exhibit E and Ex. A. at p. 18.

40. However, the Agreement does not offer or discuss Check Positive Pay/Reverse Positive Pay services. Ex. A.

41. As a consequence of the terms of the Agreement Huntington attempts to disclaim its liability as mandated by the UCC and applicable state law.

CLASS ACTION ALLEGATIONS

42. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully stated herein.

43. Plaintiff brings this action individually and on behalf of all others similarly situated pursuant to Rule 23 of the Federal Rule of Civil Procedure.

44. Plaintiff seeks to represent a six-state class of the following individuals and entities, subject to amendment as appropriate:

All Huntington customers that:

- (1) Have a bank account subject to a provision that disclaims liability for transactions on the account if the customer does not avail themselves of products purportedly designed to discover or prevent unauthorized transactions (the “Provision”);
- (2) Where the customer did not avail themselves of any of the product(s) available under the Provision;
- (3) Where Huntington paid the instrument(s) from the customer’s account; and
- (4) Where it was later learned that the instrument(s) were not properly payable.

Collectively, all of these individuals and entities will be referred to as the “Class Members.”

Plaintiff is a member of the “Class.”

45. Excluded from the Class are Huntington and any entities in which Huntington has a controlling interest, Huntington’s agents and employees, Huntington’s counsel and their families, any Judge to whom this action is assigned and any member of such Judge’s staff and immediate family, counsel representing any party and their immediate families, and claims for personal injury, wrongful death and/or emotional distress.

46. Plaintiff does not know the exact number of members of the Class, but Plaintiff reasonably believes the other Class Members number at least in the hundreds of thousands.

47. Plaintiff and all members of the Class have been harmed by the acts of Huntington.

48. This Complaint seeks injunctive relief, declaratory relief and money damages.

49. The joinder of all Class Members is impracticable due to the size of the Class and relatively modest value of each individual claim.

50. Additionally, the disposition of the claims in a class action will provide substantial benefit to the parties and the Court in avoiding a multiplicity of identical suits.

51. Further, the other Class Members can be identified easily through records maintained by Huntington and/or its agents.

52. There are well defined, identical questions of law and fact affecting all parties.

53. The questions of law and fact involving the class claims predominate over questions which may affect individual Class Members.

54. Such common questions of law and fact as to the Class include, but are not limited to, the following:

- a. Whether Huntington tied its bank account services with its fraud-prevention services;
- b. Whether it is manifestly unreasonable for Huntington to insist Plaintiff and the Class Members enroll in Check Positive Pay or any other fraud detection services before Huntington will fulfill its obligations under Article 4 of the UCC;
- c. Whether Huntington's business practice of disclaiming liability under the UCC for making final payments on items which are not "properly payable" is manifestly unreasonable;
- d. Whether Huntington's business practice of disclaiming liability under the UCC is unusual in the banking industry; and
- e. Whether Huntington benefits from its business practice of disclaiming liability under the UCC.

55. Plaintiff asserts claims that are typical of each Class member, as Plaintiff was a Huntington bank account customer that Huntington refused to provide the benefits and protections of the UCC to because Plaintiff did not purchase Huntington's additional fraud-prevention services.

56. Further, Plaintiff will fairly and adequately represent and protect the interest of the Class.

57. Plaintiff has retained qualified counsel experienced in handling class action claims and complex federal litigation.

58. A class action is the superior method for the fair and efficient adjudication of this controversy.

59. Class-wide relief is essential to compel Huntington to stop its anticompetitive banking practice.

60. The interest of the Class members in individually pursuing claims against Huntington is slight because damages for an individual action are relatively small for a regional bank with over \$105 billion in assets (the 28th largest bank holding company in the country)⁴ and are therefore not likely to deter Huntington from engaging in the same behavior in the future.

61. Management of these claims is likely to present significantly fewer difficulties than are presented in many class claims because the violations at issue are subject to generalized proof and applicable to the Class as a whole.

62. Huntington has acted on grounds generally applicable to the Class, thereby making final injunctive relief and corresponding declaratory relief with respect the Class as a whole appropriate.

63. Moreover, on information and belief, Plaintiff alleges that the violations complained of herein are substantially likely to continue in the future if an injunction is not entered and Huntington is not forced to change its unfair and unreasonable business practices.

CAUSE OF ACTION

COUNT I

VIOLATION OF THE ANTI-TYING PROVISION OF THE BANK HOLDING ACT AMENDMENT OF 1970 12 U.S.C §1972

64. Plaintiff incorporates by reference all other paragraphs of this Complaint as if fully stated herein.

65. Huntington provides bank account services as a part of its course of business.

⁴ FDIC, Data as of 2Q 2018.

66. The UCC mandates that a bank may only pay for items that are properly payable from a customer's bank account.

67. When a customer signs up for a bank account the bank is required by the UCC and state law to act with good faith and ordinary care to protect the account from fraud and the payment of unauthorized or forged items.

68. A Huntington bank account customer does not receive the full protections of a bank account, as mandated by the UCC and applicable state law, unless the customer purchases the additional fraud-prevention services.

69. The Anti-Tying provision of the BHCA prohibits anticompetitive practices whereby the bank conditions a bank customer to accept or purchase fraud protection products to obtain the bank product or services they desire.

70. By unreasonably shifting its obligation to protect accounts from fraud and forged items back onto its customers, Huntington violates its obligations and duties under the UCC and the BHCA's Anti-Tying provision.

71. Pursuant to the UCC and applicable state law, Huntington is authorized to charge only properly payable items against any of the bank accounts that it services.

72. Huntington conditions its liability for paying items not properly payable on the bank account customer purchasing additional fraud protection services.

73. Huntington's bank account agreements state, "You agree that if your account is eligible for [products designed to discover or prevent unauthorized transactions] and you choose not to avail yourself of them, then we will have **no liability** for any transaction that occurs on your account that those products were designed to discover or prevent, nor will we have any duty to re-credit your account for any such losses." (emphasis added).

74. Huntington's bank account services and its fraud-prevention services are two separate and distinct products.

75. Huntington conditions its duty under the UCC to provide fraud-prevention services on a customer's purchase of Huntington's fraud-prevention services.

76. If a customer does not purchase Huntington's fraud-prevention services Huntington will not protect the customer's checking account or reimburse the customer for paying items on the account that the customer did not authorize, despite Huntington's obligations under the UCC.

77. Huntington's practice of tying its bank account services to the purchase of its fraud-prevention services is unusual in the banking industry.

78. Huntington attempts to absolve itself from the duty of good faith and ordinary care as required under the UCC and applicable state law by conditioning its duties and obligations under the UCC to provide bank accounts with fraud protection.

79. Huntington determines whether to reimburse a customer solely on the question of whether the customer has purchased Huntington's security products.

80. Under the UCC, a bank cannot disclaim its responsibility to exercise good faith and ordinary care.

81. It is unusual in the banking industry to require customers to absolve a bank of statutorily mandated requirements.

82. Huntington benefits from tying its bank account services to the purchase of its fraud-prevention services

83. Huntington profits from selling its fraud-prevention products and lessens its liabilities when a customer does not purchase the fraud-prevention products.

84. Huntington's actions preclude prospective customers from seeking services elsewhere because Huntington does not disclose to prospective bank account customers the cost of the fraud-prevention products and that the banking accounts will not receive the mandatory protections of the UCC unless the customer agrees to purchase Huntington's additional fraud-prevention services.

85. Huntington's actions had anticompetitive effects, in that customers did not open banking accounts elsewhere because Huntington did not disclose to prospective bank account customers the cost of the fraud-prevention products and that the bank accounts will not receive the mandatory protections of the UCC unless the customer agrees to purchase Huntington's additional fraud-prevention services before fraud occurs on the account.

86. As a direct and proximate result of Huntington's anti-competitive practices that violate the BHCA's Anti-Tying provision, Plaintiff sustained actual damages to be determined at trial, and which include but are not limited to \$3,973.96 and the cost of attorney's fee to recoup those costs and to file this action.

87. As a result of Huntington's tying business practices and policies in violation of the BHCA's Anti-Tying provision, Plaintiff and other bank account customers have suffered losses in the hundreds to thousands of dollars.

88. As a direct and proximate result of Huntington's anti-competitive practices thousands of accounts must purchase fraud-prevention services for each's bank account as a condition for Huntington to accept liability for paying items that are not properly payable. This resulted in the losses and actual damages to Plaintiff and Huntington's bank account holders in an amount to be determined at trial.

89. Plaintiff seeks to recover its maximum damages and the maximum damages suffered by all Class Members, including but not limited to three times the amount of sustained damages, the cost of the suit, and reasonable attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant Plaintiff and all Class Members the following relief against Defendant:

- A. Injunctive relief prohibiting such further unlawful conduct by Defendant in the future;
- B. A declaratory judgment declaring Defendant violated the law and further declaring the rights and relations of the parties;
- C. An award of each Class Member's maximum damages resulting from Defendant's unlawful conduct, including interest;
- D. An award three times the amount of damages suffered by each Class Member resulting from Defendant's unlawful conduct, including pursuant to 12 U.S.C. § 1975.
- E. An award of treble damages for Defendant's unlawful conduct;
- F. An award of punitive damages for Defendant's unlawful conduct;
- G. An award of attorney's fees and costs to counsel for Plaintiff and the other Class Members, including pursuant to 12 U.S.C. § 1975.
- H. An order certifying this action as a class action pursuant to Federal Rule of Civil Procedure 23, establishing an appropriate Class and any Subclasses the Court deems appropriate, finding the Plaintiff a proper representative of the Class, and appointing the lawyers representing Plaintiff as counsel for the Class; and
- I. Such other relief as the Court deems just and proper.

Dated: November 23, 2018

Respectfully submitted,
DOUCET & ASSOCIATES, CO., L.P.A.

/s/ John A. Zervas

John A. Zervas (0043611)

Troy J. Doucet, Trial Counsel (0086350)

Andrew J. Gerling (0087605)

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Attorneys for Plaintiff and the Proposed Class

JURY TRIAL DEMANDED

Plaintiff demands that all claims and issues be tried to a jury.

/s/ John A. Zervas

John A. Zervas (0043611)

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Majestic Building Maintenance, Inc.
545 Metro Place South, Suite 100
Dublin, Ohio 43017

(b) County of Residence of First Listed Plaintiff Franklin
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

John A. Zervas
Doucet & Associates Co., L.P.A.
700 Stonehenge Parkway, Suite 2B, Dublin, Ohio 43017

DEFENDANTS

Huntington Bancshares Incorporated
dba The Huntington National Bank
c/o CT Corporation Systems
1300 East Ninth Street, Cleveland, Ohio 44114

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input checked="" type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
12 U.S.C. 1972
 Brief description of cause:
Anti-Tying Provision

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE James L. Graham

DOCKET NUMBER 2:15-cv-3023

DATE

11/23/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ John A. Zervas

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.



**THE HUNTINGTON NATIONAL BANK
MASTER SERVICES AGREEMENT
COVER SHEET**

This Master Services Agreement is entered into by and between The Huntington National Bank ("Bank") whose main office is located at Huntington Center, 41 South High Street, Columbus, Ohio 43287, and the company identified below or in the signature card ("Company"). This Agreement (hereinafter defined) states the terms that apply to Company's use of the products and services described in Sections 1 and 2 (collectively, the "Services"). Company's use of the Services is governed by this cover sheet ("Cover Sheet"), Bank's standard terms and conditions ("Standard Terms"), and Bank's product addenda applicable to the Services (collectively, the "Product Addenda") attached hereto and incorporated herein by this reference. This Cover Sheet, the Standard Terms, the Product Addenda and any product set-up sheets, and the Service Documents (as defined in the Standard Terms) are collectively referred to as this "Agreement". The parties agree as follows:

Section 1. Bank's Products and Services. Subject to the terms and conditions set forth in this Agreement, Bank will provide Company with the Services identified in Section 2, when selected by Company, and the terms of which are more particularly described in the Product Addenda. Company agrees that the signature of Company's authorized representative below or on the signature card constitutes acceptance and incorporation into this Agreement of all of the terms set forth in the corresponding Product Addenda for the Services listed in Section 2. Note, by signing below or by signing the signature card, Company is assenting to the terms of this Agreement, but Company is not obligated in any way to use the Services listed in Section 2. Also, Company's use of any of the Services described in Section 2 constitutes assent to the terms of this Agreement, notwithstanding a lack of a signature below or on the signature card.

Section 2. Services

Bill Pay Service

Business Online Service

Electronic Banking Card (EBC) Service

Section 3. Fees. Company shall pay Bank the fees in the applicable Product Addenda or that Bank charges Company, in accordance with the provisions set forth therein and in the Standard Terms.

Section 4. Additional Terms. Company's use of the Services is subject to the additional terms set forth in the Standard Terms, and the applicable Product Addenda which set forth the specific terms and conditions that govern the particular Services. Unless any provisions set forth in the Standard Terms are specifically excluded or modified in a particular Product Addendum, each such Product Addendum shall be deemed to incorporate therein all of the terms and conditions of the Standard Terms, and may contain such additional terms and conditions as contained in such Product Addendum. Unless specifically noted, the terms and conditions contained in a particular Product Addendum shall apply exclusively to the Services described in such Product Addendum, and shall have no effect on any other Product Addendum. In the event of a conflict between the terms set forth in the Standard Terms and the terms set forth in a particular Product Addendum, the terms of the Product Addendum shall govern.

Executed by Company via signature card or as of the latest date set forth below.

("COMPANY")

Account Number

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CUSTOMER COPY

Form: SIGPGBILLBUSONLCHKCRDCC (03/10)



Exhibit A

THE HUNTINGTON NATIONAL BANK STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions ("Standard Terms") are incorporated by reference into the Master Services Agreement signed by the customer identified in the Cover Sheet to the Master Services Agreement or the signature card ("Company"). These Standard Terms, the Cover Sheet, the Product Addenda and any product set-up sheets, and the Service Documents (as defined herein) are collectively referred to as this "Agreement". Capitalized terms not defined in these Standard Terms are defined in the Cover Sheet or in the applicable Product Addendum.

Section 1. Obtaining Services. Prior to the implementation of the Services, Company will execute and deliver to Huntington National Bank ("Bank") such documentation as Bank deems necessary, including, but not limited to, signature cards, corporate resolutions that appoint Authorized Representative(s) or Authorized Confirmation Representative(s), and evidence of corporate authority. Company acknowledges and agrees that the Services provided by Bank will be subject to, in addition to the terms set forth in this Agreement:

- a. Any set-up sheets or authorization forms;

The provisions of any applicable software

- b. license agreement(s) governing any aspect of Bank's relationship with Company, whether or not executed by Company.

In addition, the Services will be subject to all applicable federal, state and local laws and regulations. The Rules and Regulations of Company's checking/demand deposit account at Bank still apply. In the event of any inconsistency between the terms of this Agreement and the terms of the Rules and Regulations of the checking/demand deposit account, or any other incorporated document, the terms of this Agreement shall govern.

Section 2. Company's Duty to Review and Inspect.

Company is responsible for promptly reviewing and inspecting all Daily Activity Reports, receipts, confirmations, notices, periodic statements, adjustments, charges, entries and all other transactions and all evidences thereof. Company agrees to notify Bank of any errors or discrepancies within thirty (30) days after receipt of Daily Activity Reports, receipts, confirmations, notices, periodic statements, adjustments, charges, entries and all other transactions and all evidences thereof which contain such errors or discrepancies. Company agrees that Bank will not be liable for any losses resulting from Company's failure to give Bank such notice of errors or discrepancies.

Section 3. Fees; Payment. Company agrees to pay Bank the service charges and fees for use of the particular Services. Bank reserves the right to change any fees at any time. The new fees will take effect once Bank sends notice to Company of the change in applicable fees. Bank is authorized to charge the fees to Company's checking/demand deposit account(s) with Bank. Company shall be responsible for payment of all sales, use or excise, value added, utility or other similar taxes relating to the Services.

Section 4. Financial Review. Upon Bank's request at any time, Company must provide Bank with audited annual financial statements, including, but not limited to, an income statement, balance sheet, and/or a statement of cash flows. In the event the Services selected by Company result in unacceptable credit exposures to Bank or affect the amount of capital required or expected to be maintained by Bank or any corporation controlling Bank under any law, regulation, guideline, or order from any central bank or governmental authority, or Bank otherwise deems itself insecure, Bank may immediately cease providing Services, limit Company's transaction volume or dollar amount, and refuse to execute transactions that exceed any such limit. Any termination of Services or limits established by Bank under this Section will be at Bank's sole discretion and will be communicated promptly upon Bank's determination that such termination or limits are required.

Section 5. Indemnification. Company will indemnify and hold Bank harmless from all claims made, asserted, or threatened by any person (whether an individual or entity) that is not a party to this Agreement and from any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees of attorneys) which may be incurred by Bank relating to or arising out of this Agreement; provided, however, that Bank will have no right to be indemnified hereunder for its own bad faith or willful misconduct as determined by a court of competent jurisdiction. If Bank becomes involved in legal action to defend or enforce this Agreement, Company agrees to pay Bank's reasonable attorneys' fees and costs, to the extent not prohibited by law.

Section 6. Limitation of Liability. Bank will be responsible only for performing the Services expressly provided for in this Agreement executed by Company. Except as otherwise expressly provided in this Agreement, Bank shall not be required to act upon any notice or instruction received from Company or any other person with respect to any matter. Bank will use ordinary care in performing such Services and with processing Transactions. Bank's liability relating to any Service or Transaction shall be limited to actual proven damages sustained by Company arising directly from Bank's own gross negligence or willful misconduct. Bank shall not be responsible for Company's

acts or omissions, those of any agent or employee of Company, any other party providing services to Company, or any other person or entity, including, without limitation, any automated clearing house or any other financial institution, and no such person or entity will be deemed Bank's agent. Bank shall not be responsible for any loss arising from or in connection with any inaccuracy, act or failure to act on the part of Company or any person not within Bank's reasonable control or from any error, failure or delay in transmission of any wire transfer request. Bank shall not be responsible for any charges imposed by any third party. Bank shall have no liability to any third party.

IN NO EVENT WILL BANK BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOST PROFITS (WHETHER OR NOT BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE).

Section 7. Disclaimer of Warranties. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES TO BE PROVIDED BY BANK.

Section 8. Events Beyond Bank's Control. Bank will be excused from any delay, and will not be responsible or liable for any (i) loss of information; (ii) errors or delays in transmission and/ or processing of Company transactions; and (iii) damage, cost, loss or liability, arising out of causes beyond Bank's control, including, but not limited to, strike, lockout, war, lack of energy, computer malfunction including, but not limited to, computer viruses, equipment breakdown, electrical or mechanical failure, riot, insurrection, fire, flood, unavoidable accident, acts of God, acts of nature or any cause which is attributable to a third party, governmental acts or regulations, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or other causes not covered by insurance. Bank will not be responsible for any error, delay or loss of information caused by any other person or entity not a party to this Agreement. In the event of any errors or delays by the Bank, Bank will only be responsible to use its best efforts to correct any such errors or resume transmissions of information required to be made by Bank as soon as reasonably possible.

Section 9. Termination of Service. Bank reserves the right to terminate this Agreement at any time upon notice to Company at the last Company address in Bank's records, effective thirty (30) days after Bank sends Company notice. Notwithstanding the foregoing, in the event of suspected fraud, illegal activity, or breach of this Agreement, Bank may terminate this Agreement immediately without notice (or

immediately with notice if legally required), but Bank will use its best efforts to provide notice after termination if permitted by law. Except as otherwise provided in this Agreement, if Company wishes to terminate Service, then Company must provide thirty (30) days written notice to Bank, effective thirty (30) days after Bank receives notice. This Agreement will terminate automatically without notice in the event Company's demand deposit/checking account(s), settlement account(s) or other deposit account(s) associated with any of the Services is/are closed, upon termination of a third party contract which is necessary for the performance of the Services or if either Bank or Company is prohibited by law from performing the Services. In the event of any termination, all fees incurred under this Agreement will become immediately due and payable. No termination by either party shall relieve either party from responsibility as to any check drawn, presented or paid prior to termination.

Section 10. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, that provision will be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement will continue intact.

Section 11. Governing Law. This Agreement is governed by federal law to the extent applicable, and the laws of the State of Ohio except to the extent preempted by federal law. Company hereby submits to the jurisdiction of Ohio courts, and waives any objection to venue with respect to actions brought in such courts.

Section 12. Complete Agreement. This Agreement, whenever executed, together with (i) the Rules and Regulations of the checking/demand deposit account, (ii) the ACH Rules of the National Automated Clearing House Association ("NACHA"), and (iii) any related set-up forms, each of which is incorporated in this Agreement by this reference (collectively, the "Service Documents"), constitute the entire agreement between Company and Bank. Any representations, promises or conditions in connection therewith not set forth in the Service Documents or in a writing signed by all affected parties will not be binding. In the event performance of the Services in accordance with the Service Documents would result in a violation of any present or future statute, regulation or government policy to which Bank is subject, then the Service Documents will be deemed amended to the extent necessary to comply with such statute, regulation or policy.

Section 13. Modification; No Waiver. Bank reserves the right to modify, at any time and in its sole discretion and without the consent of or notice to Company unless required by law, any of the terms and conditions set forth in this Agreement, including, without limitation, any charges, fees, cut-off time, and any Banking Day. Except as otherwise

provided in this Agreement or as otherwise stated in the notice (if sent), any modification by Bank will be effective when Bank sends notice to Company. Except as otherwise provided in this Agreement, Company may modify this Agreement at any time with the signed written consent of Bank. Except for changes made in accordance with this Section, no deviation, whether intentional or unintentional, shall constitute a modification hereof, nor constitute a waiver by Bank of any rights hereunder.

Section 14. Assignment; Parties. Bank may at any time assign or delegate its rights or duties under this Agreement. Company may not assign its rights or obligations under this Agreement in any way without the prior written consent of Bank. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. No other person or entity is deemed to be a third party beneficiary of this Agreement or any of the Services.

Section 15. Notices. Except as otherwise provided in a particular Product Addendum, all notices from Bank will be effective when Bank mails or delivers them to the last known address that Bank has for Company in Bank's records or when Bank makes such notices available to Company through electronic means. All notices sent by Company to Bank will be effective when Bank has received them and has had a reasonable time to act on them. Company agrees to notify Bank promptly of any change in its mailing address, e-mail address or telephone number. If more than one address exists for Company, Bank may mail or deliver such notice to any of the addresses of Company given to Bank by Company.

Section 16. Authorization. Company warrants and represents that (a) Company is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (b) there are no provisions of any law, or any Certificate of Incorporation or By-Laws, or any agreement of any kind, nature or description binding upon Company which prohibits Company from entering into or performing under this Agreement; (c) Company's execution and performance of this Agreement has been duly authorized; and (d) this Agreement is a binding obligation of Company. Company will be deemed to repeat all of the foregoing warranties and representations each time Bank performs Services under this Agreement. Bank will be entitled to rely on any written notice or other communication believed by it in good faith to be genuine and to have been signed or authorized by an Authorized Representative of Company, and any such communication will be deemed to have been authorized by such person. Company may add or delete any Authorized Representative by written notice to Bank signed by at least two Authorized Representatives other than one being added or deleted. Such notice will be effective on the second day following the day of Bank's receipt thereof.

Section 17. Copyright, Patents, Trademarks and Other Intellectual Property Rights. Company acknowledges that any and all of the copyright, trademarks, trade names, patents and other intellectual property rights subsisting in or used in connection with the Services and any versions thereof, including all documentation and instructions relating thereto, are and shall remain the sole property of Bank. Company shall not during or at any time after the expiry or termination of this Agreement in any way question or dispute the ownership by Bank thereof. In the event that new inventions, designs or processes evolve in performance of or as a result of the use of any of the Services, Company acknowledges that the same shall be the property of Bank, unless otherwise agreed in writing by Bank.

Section 18. Survival. All warranties, indemnities, confidentiality requirements, representations, acknowledgements and understandings will survive the performance and termination of this Agreement.

Section 19. Headings. The headings used in this Agreement are for reference and convenience purposes only, and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof.

THE HUNTINGTON NATIONAL BANK BILL PAY ADDENDUM

This Bill Pay Addendum ("Bill Pay Addendum") is incorporated by reference into the Master Services Agreement accepted by the customer identified in the Cover Sheet to the Master Services Agreement or in the signature card ("Company"). This Bill Pay Addendum, the Cover Sheet, the Standard Terms, any product set-up sheets and Service Documents are collectively referred to as this "Agreement". Capitalized terms not defined in this Bill Pay Addendum are defined in the Cover Sheet or in the Standard Terms. This Bill Pay Addendum states the terms and conditions that apply to Company's use of the Huntington National Bank's ("Bank") bill pay service ("Service") through online, software, or telephone access. These terms and conditions are in addition to those that apply to any accounts Company has with Bank or any other services Company obtains from Bank. Company must follow all of Bank's instructions and procedures applicable to the Service covered by this Bill Pay Addendum. This Agreement states the terms that apply to Company's use of the bill pay Services.

Explanation of Certain Terms

"Company representative" means anyone Bank reasonably believes, in accordance with its security procedures, to be authorized to act on Company's behalf in connection with the bill pay Service.

"Bill pay" means Bank's Service that allows Company to make payments and obtain information in accordance with this Agreement.

"Online" means through the Internet by use of a personal computer or other screen-based electronic device.

"Telephone" means through audio telephone connection.

"Account" means a deposit account for which transactions may be performed using the bill pay Service.

"Business account" means an account that is not a consumer account established primarily for personal, family or household use.

"Payee" means any person or entity that Bank agrees to establish as a payee for Company.

"Access codes" include the customer identification number, password and any other means of access to the bill pay Service established or provided for Company.

Access Codes

To use the bill pay Service, Company must use the access codes Bank establishes or provides for Company. Company must keep such access codes confidential to prevent unauthorized use or loss to Company's accounts. Anyone to whom Company gives its access codes will have full access to Company's accounts even if Company attempts to limit that person's authority. Additionally, that person will have full access to any other of Company's accounts which are accessed by those access codes, even if those accounts are in

Company's name with another entity.

None of Bank's employees or employees of Bank's affiliates will contact Company via phone or e-mail requesting Company's access codes. If Company is contacted by anyone requesting such information, Company must contact Bank immediately.

Bill Pay Funding Accounts

A bill pay funding account is a qualifying checking account with Bank from which Company may make payments using the bill pay Service. Company must be a named owner of the account in Bank's records for it to qualify. If your bill pay funding account contains a multiple signature requirement, you waive any multiple signature requirement (unless we require it) and release us from any liability if we process transactions through bill pay despite the multiple signature requirement. All of the qualifying accounts in Company's profile with Bank will be available as bill pay funding accounts. If there is more than one qualifying account, Bank will ask Company to designate the default account that will automatically be used absent Company's choice of a different account.

Designating Payees

Company must designate the persons or entities that Company wants to pay through the bill pay Service. This can include the Bank for payments to the Bank. It can also include Company if Company wants to make payments to accounts in Company's name with Bank or other financial institutions. However, payments to individuals or entities outside the United States of America are not permitted, but payments to individuals or entities in Puerto Rico or the Virgin Islands are permitted. Also, payments to individuals or business entities in a foreign currency are not permitted. Finally, Bank has the right to refuse to allow Company to designate any other particular payee or class of payees. Company will have to give Bank any account numbers or other identifying information that Bank or a payee need so that Company's payments can be properly credited. If any account number or identifying information changes, or if Company wants to add or delete payees or other accounts with Bank, Company must provide Bank with such changes.

Bill Pay Transactions

Company, or someone Company has authorized by giving them its access codes (even if that person exceeds Company's authority), can instruct Bank to perform the following transactions:

- Make individual payments or preauthorized recurring payments from a bill pay funding account to payees Company has designated in accordance with this Agreement.
- Obtain information that Bank makes available about qualifying accounts.
- Obtain other services or perform other transactions that Bank authorizes or allows.

Bank may introduce or offer new or additional services from time to time in connection with the bill pay Service. By using these new services after they become available, Company agrees to be bound by all the terms and conditions that apply to those services.

Preauthorized Recurring Payments

Company authorizes Bank to establish preauthorized recurring payments in accordance with the requests Company makes for Bank to do so. Bank will only allow preauthorized recurring payments that do not vary in amount.

Communications Link and Company Equipment

It is Company's sole responsibility to obtain and maintain its communications link, whether by online, software, or telephone access, to the bill pay Service to ensure that Company's use of such communications link is in compliance with applicable requirements, including any requirements of telecommunications companies and authorities. Company is solely responsible for obtaining, installing, maintaining and operating all hardware, software and Internet access services necessary for obtaining the bill pay Service.

If Bank gives Company any software to use in connection with the bill pay Service, Bank does so on an "as is" basis from the vendor who provides it to Bank.

BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SOFTWARE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limits On Bill Pay Transactions

Company must have enough available money or credit in any account from which Company instructs Bank to make a payment. All payments must be in U.S. Dollars. For security reasons, Bank may implement limits on the number or amount of transactions Company can make using the bill pay Service. Bank also reserves the right to limit or suspend access to the bill pay Service as Bank deems necessary for security reasons. Bank may also limit access from countries other than the United States of America. If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than six (6) in any specified period. The specified period for money market deposit accounts with Bank is the monthly statement period. The specified period for savings deposit accounts with Bank is a calendar month. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction. A total of only three (3) of these kinds of withdrawals may be made by check, draft, debit card, or similar order payable to third parties.

When Bill Pay Payments Are Made

Payments are not final at the time Bank receives Company's instructions, but Bank will begin to process the payments promptly. Bank will send payments electronically, by mail, or by some other means, and Bank may indicate within Bill Pay if Bank will send the payment electronically, by mail, or by some other means. Also, Bank may change the method by which Bank will send a payment to a payee (i.e., Bank may initially send a payment by mail and subsequently send a payment to the same payee electronically and vice versa). Unless required by law, Bank will not provide Company notice of such change. If Bank sends the payment by mail or some other means, Company should allow at least five (5) business days for payees to receive Company's payments. This means that Company should make the payment, or schedule it to be made, at least five (5) business days before the date the payment is actually due, not the late date and/or grace period date. If Bank sends the payment electronically, Company should allow at least two (2) business days for payees to receive Company's payments. This means that Company should make the payment, or schedule it to be made, at least two (2) business days before the date the payment is actually due, not the late date and/or grace period date. Please remember payees may not record a payment when that payee receives a payment from Bank. Bank may permit Company to create a memo line for payments, and the character limit for the memo line will be listed within Bill Pay, which Bank may change from time to time without giving Company notice of such change. If Bank sends the payment electronically or by some other means, Bank may store the memo line in Bill Pay for Company, but Bank will not send the memo line to the payee. If Bank sends the payment by mail, Bank may send the memo line to the payee. Company agrees not to use any obscene, lewd, or harassing language in any memo line, and Company agrees that Bank may delete any such language. Each payment will be posted to the bill pay funding account from which it is made, and to any other account with Bank that is involved in the transaction, on the date Company has specified. Each payment Company initiates on a non-banking day, or after Bank's bill pay cut-off time on any banking day, will be considered initiated on the following banking day. Bank's bill pay cut-off time is 4:00 p.m. Eastern Time. However, any payment to a Huntington Personal Credit Line made at 5:00 p.m. Eastern Time or earlier on a business day will be credited to the Personal Credit Line account as of that day. To the extent the automated clearing house ("ACH") network is used to facilitate your bill pay payments (typically, bill pay payments sent electronically), you agree to be bound by the National Automated Clearing House Rules. Further, you agree no bill pay payment will violate or violates any U.S. law.

Banking Days

The bill pay Service is generally available twenty-four (24) hours a day, seven (7) days a week. However, Bank only processes transactions and updates information on banking days. Bank's banking days are Monday through Friday. Holidays are not banking days.

Stopping or Changing Payments

If Company wants to stop or change payments Company has instructed Bank to make, Company must notify Bank before Bank has started processing the transaction. This applies to both individual payments as well as preauthorized recurring payment. The normal way to do this is for Company to access

access the appropriate function in the bill pay Service no later than 3:59 p.m. on the day the payment is scheduled to be made, and either delete it or make the change. Company may also call the Bank at 1-800-480-BANK (2265) or write to Huntington Bill Pay (EA4W26), P.O. Box 1558, Columbus, Ohio 43216, or by using any electronic stop payment method which Bank provides for this purpose. If Company calls or writes, Company must do so in time for Bank to receive Company's request three (3) business days or more before the payment is scheduled to be made. If Company calls, Bank may also require Company to put its request in writing on paper and get it to Bank within fourteen (14) days after Company calls.

Statements

Company's bill pay payments will be indicated on the monthly statements Bank provides or makes accessible to Company for the accounts with Bank that are involved in the transaction. Bank may also provide or make accessible to Company statement information electronically or by some other means. Company agrees to notify Bank promptly if Company changes its address or if Company believes there are any errors or unauthorized transactions on any statement or in any statement information.

Notice of Incomplete Transactions

Company agrees to notify Bank promptly if Company receives notice from a payee or other institution that a payment Company made through the bill pay Service has not been completed or remains unpaid.

Payments Involving Insufficient Funds

If Company instructs Bank to make a payment and Company does not have a sufficient balance in the bill pay funding account from which Company is making the payment (including available credit under any overdraft line), Bank may refuse to complete the transaction. Bank may do this even if there are sufficient funds in other bill pay funding accounts other than the one Company was using to make the payment. If Bank completes a payment that Company makes or authorizes and Bank subsequently learns that Company has insufficient funds for the transaction in the account from which the payment is made, Company agrees that Bank may reverse the transaction or offset the shortage with funds from any other account Company has with Bank. In any case, Company is fully obligated to Bank to provide sufficient funds for any payments Company makes or authorizes. If Bank does not make a payment, or if Bank reverses a payment, because of insufficient funds, Bank is not required to make any further attempt to process the payment or to notify Company that the payment has not been completed.

Company may be liable for a non-sufficient funds fee under the terms governing the deposit account from which Company made, or attempted to make, the payment.

Changing Terms and Terminating This Agreement

This Bill Pay Addendum will stay in effect until it is changed or terminated. Bank has the right to terminate this Bill Pay Addendum at any time. Bank will ordinarily send Company notice of any termination, but Bank is not required to do so unless applicable law requires such notice. Once Bank terminates this Bill Pay Addendum, no further or pending payments will be made, including but not limited to any payments scheduled in advance or any preauthorized recurring payments. Bank may routinely terminate bill pay Service for customers that have not used the Service within the first ninety (90) days after activation or if the Service has been inactive for a year. Bank also has the right to make changes in this Agreement at any time. Bank will comply with any notice requirements under applicable law for such changes. If applicable law does not specify any notice requirements for the change, Bank will decide what kind of notice (if any) Bank will give Company and the method of providing any such notice. Company may terminate this Bill Pay Addendum at any time by notifying Bank in writing. However, any instructions from Company to make payments will continue in effect until Bank has received Company's written notice of termination and has had a reasonable opportunity to act upon it. Once Bank has acted upon Company's notice, no further or pending payments will be made, including but not limited to any payments scheduled in advance or any preauthorized recurring payments. Company is not permitted to alter or amend this Agreement or any related document without Bank's express written consent, and any attempt to do so will be void and unenforceable.

Recording

Company agrees that Bank may tape record any telephone conversations Company has with Bank regarding the Service covered by this Bill Pay Addendum. However, Bank is not obligated to do so and may choose not to in its sole discretion.

Company Representative

Whether Company is a corporation, partnership, limited liability company, association or some other form of business entity, Bank will issue one set of access codes to Company's representative. It is Company's responsibility to ensure that access codes are provided only to persons Company authorizes. Company represents to Bank that each Company representative and anyone else using Company's access codes has general authority from Company to give Bank instructions to perform transactions using the bill pay Service. Each person using Company's access codes will have the ability to:

- Make payments from all bill pay funding accounts, regardless of the dollar amount of the transaction.
- Make payments regardless of whether he/she is otherwise an authorized signer on any bill pay funding accounts that are accessed.

- Obtain information that Bank makes available about qualifying accounts.
- Obtain other services or perform other transactions that Bank authorizes or allows.
- Allow anyone else to use those access codes to make payments or obtain information or other services.

Company's Liability for Transactions From Business Accounts

Company is liable for all transactions that Company makes or authorizes, even if the person Company authorizes exceeds Company's authority. If Company or a Company representative has given someone Company's access codes and wants to terminate that person's authority, Company must notify Bank that transactions by such a person are no longer authorized. Bank may have to change Company's access codes or take additional steps to prevent further access by such person. Bank's system supporting the bill pay Service is designed so that it may be operated only upon entry of valid access codes. Since Bank conditions access upon entry of valid access codes, Bank will accept instructions for payments or other transactions from any person using valid access codes. This is so even if the person

- Is not a company representative.
- Exceeds Company's authority or that granted by any Company representative.
- Does not have Company's authority.
- Has had his/her authority changed or revoked.
- Is an imposter or thief.

Company agrees to be bound by all transactions from any business account for which valid access codes were used. Company authorizes Bank to treat any instructions Bank receives using valid access codes as if the instructions had been made in writing and signed by the appropriate Company representative. Unless there is substantial evidence to the contrary, Bank's records will be conclusive regarding any access to, or action taken through, the bill pay Service. Notwithstanding the foregoing, Bank agrees that Company will not be responsible for transactions which occur after Company has notified Bank to block the access codes that were used to perform the transaction, and Bank has had a reasonable opportunity to do so. Thus, the sooner Company notifies Bank of a problem, the better Company can minimize its losses. Company agrees to promptly examine all account statements and any confirmations of payments which Bank or other banks may send or make available to Company, and to promptly notify Bank of any discrepancy or error. Company agrees to call Bank at 1-800-480-BANK (2265) or write Bank at Huntington Bill Pay (EA4W26), P.O. Box 1558, Columbus, Ohio 43216 as soon as Company can, if Company thinks its statement is wrong or if Company needs more information about a payment covered by this Bill Pay Addendum which is listed on the statement.

Limitations on Bank's Liability in Connection with Business Accounts

Bank will make every reasonable effort to provide full performance of its bill pay system, and on a timely basis to resolve disputes that may arise. Bank will only be responsible for acting on instructions that Bank actually receives. Bank cannot assume responsibility for any malfunctions or capacity reductions or other problems in Company's equipment or in public communications networks not under Bank's control that may affect the accuracy or timeliness of transactions Company performs. Bank's only liability is to correct errors within Bank's control. Bank is not responsible or liable to Company for any loss, damage or injury caused by the bill pay system. Bank will not be liable for any consequential, incidental, special, indirect or punitive loss or damage, including but not limited to dishonor of checks or other items or expenses which Company may incur or suffer by reason of this Agreement or the Services provided hereunder, whether or not the possibility or likelihood of such loss, damage, or expense is known to Bank.

BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Security Procedures

By entering into this Agreement and using the bill pay Service to perform transactions from business accounts, Company agrees to comply with all of Bank's present and future security procedures with respect to transactions and Services covered hereby. This includes, but is not limited to, protection of access codes and other personal and business information. Bank's security procedures are contained in this Agreement and in other written procedures Bank may provide to Company from time to time. Company acknowledges receiving a copy in writing of Bank's current security procedures in this Agreement and other documents Bank may provide to Company. Company agrees that Bank's current security procedures are commercially reasonable in the context of Company's business operations. Bank may at any time change its security procedures. Bank may advise Company of such changes to the extent they affect Company's use of transactions and Services hereunder, but failure to do so will not affect Company's obligations or Bank's rights. Company agrees to give all of Bank's security procedures the

highest level of confidentiality and to ensure that no access codes are used by or accessible to anyone other than persons Company has authorized. Notwithstanding any security procedure, which may from time to time be in effect for detecting errors in transactions covered hereby, Bank has no duty to discover or report to Company any such errors. Bank shall not be liable to Company for the failure of such security procedure to detect such errors, regardless of the manner in which Bank applies such security procedures.

Signatures

Company agrees to all of the provisions of this Agreement (to the extent applicable as provided in this Agreement) by any and all of the following means:

- Using the bill pay Service to perform any transactions.
- Causing Company's representative to physically sign this Agreement.
- Completing a separate electronic consent form to receive disclosures and enter into this Agreement electronically.

Company's electronic consent or use of the bill pay Service has the same effect as if Company has signed this Agreement by its authorized Company representative.

Company's representative's physical signature, electronic consent, or Company's use of the bill pay Service is also Company's acknowledgment that Company has received a copy of this Agreement in paper form, or if Company has provided a separate electronic consent, in electronic form. If Company is offered or provided an electronic copy of this Agreement but would like to have a paper copy, Company shall contact Bank at 1-800-480-BANK (2265) or write to Bank at Huntington Direct Bank (EA5C42), P.O. Box 1558, Columbus, Ohio 43216 and Bank will forward a hard copy to Company.

THE HUNTINGTON NATIONAL BANK BUSINESS ONLINE ADDENDUM

This Business Online Addendum ("Business Online Addendum") is incorporated by reference into the Master Services Agreement accepted by the customer identified in the Cover Sheet to the Master Services Agreement or in the signature card ("Company"). This Business Online Addendum, the Cover Sheet, the Standard Terms, any product set-up sheets and Service Documents are collectively referred to as this "Agreement". Capitalized terms not defined in this Business Online Addendum are defined in the Cover Sheet or in the Standard Terms. Business Online ("Business Online") is Huntington National Bank's ("Bank") service ("Service") that allows Company to (i) access account information and generate reports from that information via the Internet, or (ii) make use of or obtain Bank's other Services via the Internet (throughout this Business Online Addendum the foregoing (i) and (ii) are individually and collectively referred to as "Transactions"). Company must also follow all of Bank's instructions and procedures applicable to Business Online covered by this Agreement, given to Company by Bank, or located within Business Online. This Agreement states the terms that apply to Company's use of Business Online and the Service.

Section 1. Access Codes.

Bank will provide a Company identification, user name and a password ("Log-on Information") to Company's administrator ("Master User") that the Company has identified in accordance with Bank's security procedures. Master User may access and make use of Transactions in Business Online. Master User may also create user identifications and passwords to be used with Company's identification ("AU Log-on Information") for other users ("Authorized Users") to access and make use of Transactions in Business Online.

Log-on Information and AU Log-on Information is strictly confidential. The Log-on Information should only be disclosed to the applicable person that will act as the Master User. The AU Log-on Information should only be disclosed to the applicable person that will act as the Authorized User. Company must instruct Master User and/or Authorized User that he or she should not disclose the Log-on Information or AU Log-on Information, respectively, to anyone, including other employees at Company. Company must establish and maintain procedures reasonably adapted to ensure the confidentiality of the Log-on Information and/or AU Log-on Information. Company agrees to be solely responsible for the security of Log-on Information and/or AU Log-on Information of Company. Transactions received by Bank with the Log-on Information or AU Log-on Information shall be deemed to be authorized instructions received from a Master User or Authorized User. Bank is not responsible or liable for any loss or damages for any Transactions performed via Business Online if supplied with Log-on

Information or AU Log-on Information. Furthermore, Company is liable for all Transactions made or authorized in Business Online with Log-on Information or AU Log-on Information, even if a person (i) authorized by Company exceeds his/her authority; (ii) does not have the authority of Company; (iii) has had his or her authority changed or revoked; or (iv) is not the same person as the Master User or Authorized User.

If Company believes the Log-on Information has become known by unauthorized persons (whether or not employed by Company) contact Bank immediately by telephone during Banking Days (hereinafter defined), and Bank within a reasonable amount of time during Banking Days will remove the Log-on Information from Business Online, and issue new Log-on Information to Company in accordance with Bank's security requirements. After Bank re-issues Log-on Information, Master User must review Transactions of Authorized User(s), immediately notify Bank by telephone during Banking Days of any unauthorized Transactions, and re-issue any AU Log-on Information used to perform the unauthorized Transactions. Bank reserves the right to change the Log-on Information or AU Log-on Information upon notice to Company. If Company believes the AU Log-on Information has become known by unauthorized persons (whether or not employed by Company), Master User must (i) immediately remove the compromised AU Log-on Information from Business Online (ii) issue new AU Log-on Information to the Authorized User(s), whose Log-on Information became compromised, and (iii) immediately notify Bank by telephone during Banking Days of any unauthorized Transactions.

Section 2. Availability of Business Online.

Company may access Business Online twenty-four (24) hours a day, seven (7) days per week, except for maintenance periods, as stated in Business Online. If Company initiates Transactions Monday through Friday (excluding federal holidays) from 8:00 AM to 5:00 PM in Columbus, Ohio ("Banking Day"), Bank will begin to process such Transactions on that Banking Day, unless Business Online states an earlier or later time to process Transactions. If Company initiates Transactions after a Banking Day or applicable time stated in Business Online, Bank will begin to process such Transaction on the next Banking Day. Notwithstanding the foregoing or language in Business Online, Company must consult other agreements with Bank to ascertain when processing will be complete for Transactions executed via Business Online. Company may make use of information reporting and generate reports from such information in Business Online, seven (7) days per week, however, such information and reports reflect information that Bank processes on Banking Days.

Section 3. Provisions Specific to Stop Payment.

Company may place or cancel a stop payment order only on negotiable instruments. A stop payment order placed or cancelled on a Banking Day or later time specified in Business Online may be effective on such Banking Day, but Bank reserves the right to a reasonable time to act on Company's stop payment order or cancellation of such. Company agrees to accurately provide the information required by Bank's stop-payment procedures. BANK IS NOT RESPONSIBLE FOR FAILURE TO STOP PAYMENT ON A CHECK IF ANY OF THE REQUIRED INFORMATION IS INACCURATE.

Section 4. Provisions Specific to Account Transfer Service (including advances and payments for Loans and Lines of Credit).

The Account Transfer Service facilitates the transfer of funds between Company's accounts. Company must have enough available money or credit in the account to complete the Transactions. Also, Company must not be past due on any payments in order to initiate or complete an advance from a loan or line of credit. If there are insufficient funds or credit in the accounts to complete the Transactions, the Transactions will not be consummated. Bank will NOT be liable for: (i) if through no fault of Bank, Company does not have enough money or credit in Company's account to make the Transactions, or if the account has been closed or is not in good standing; (ii) if the Transactions would go over the credit limit Company may have with Bank; (iii) if the equipment or system is temporarily out of service or closed for maintenance or is not working properly, and Company knew about this when Company started the Transactions; (iv) if the money in the account Company is accessing is subject to legal process or other claim restricting the Transactions; and (v) if Company has not properly followed Bank instructions or if Company provides Bank with wrong or inaccurate information. Upon receipt of a request for an account transfer or Transactions made with Log-On Information or AU Log-On Information, Company authorizes Bank to deduct or increase the amount immediately from the balance in Company's account. Notwithstanding the Business Overdraft Protection Agreement, Company's overdraft line of credit may not be available when initiating account transfers via Business Online.

If Company wants to stop or change the transfer of funds between accounts, Company must notify Bank before Bank has started processing the Transaction. Company may do this by accessing the appropriate function in Business Online no later than the day before the Banking Day the transfer is scheduled to be made, and either delete it or make the change.

If account transfer Transactions are initiated on a Banking

Day or initiated by the time stated in Business Online, Bank will process such Transactions on the same Banking Day. If account transfer Transactions are made after a Banking Day or time stated in Business Online, Bank will process such Transactions on the next Banking Day.

Notwithstanding any borrower resolutions Company may have executed, Bank may follow the instructions of any Master User or Authorized Users for an advance or payment in connection with a loan or line of credit. Further the transaction report for loans and lines of credit will contain only Transactions initiated through Business Online.

Section 5. Provisions Specific to Lockbox.

If Company has agreed to the Business Associate Addendum or Agreement in connection with Company's lockbox service, Company warrants that Company has not and will not create Authorized Users who are not employees of Company. If Company breaches the foregoing sentence, then Bank is not responsible or liable for disclosure of Protected Health Information (as defined in 45 CFR § 164.501) to third parties, notwithstanding the Business Associate Addendum or Agreement.

Section 6. Access.

Company must obtain or have the appropriate software that Bank deems necessary and appropriate to access Business Online, and Company must set software to the appropriate security settings. Company must obtain or have the appropriate firewalls, anti-spyware software, anti-viral software, network security, and environmental security to prevent unauthorized access into Business Online. Company must be aware of latest phishing, pharming or similar scams, and Company is solely responsible for any loss, liability or damage relating to such scams. After Master User or Authorized User completes Transactions in Business Online, Master User or Authorized User must log out of Business Online. Master User or Authorized User must log out of Business Online while not initiating Transactions in Business Online, even if stoppage of use is for a short period of time. Company is solely responsible for any Transactions that occur due to Authorized User or Master User's failure to log off of Business Online. Company must immediately remove AU Log-on Information and disable any Authorized User who is no longer employed by or associated with Company. Company is solely responsible for any Transactions performed by persons no longer employed by or associated with Company resulting from failure to disable Authorized Users and removing AU Log-on Information. To the extent possible, Company shall not entitle any one Authorized User or Master User so such Authorized User or Master User can make use of all available Transactions in Business Online. If applicable, Company authorizes Bank to store other user identifications and passwords of Company and authorizes Bank to log onto other web pages or networks on Company'

Funds Availability

A NOTICE ABOUT YOUR ABILITY TO WITHDRAW FUNDS AT THE HUNTINGTON NATIONAL BANK

The following information is a disclosure of our policy regarding the availability of funds you deposit into your business checking account(s) with us. This availability policy applies only to funds deposited at Huntington offices located in Ohio, Indiana, Kentucky, Michigan, Florida, West Virginia, and Pennsylvania. Please inquire for information about the availability of funds deposited at other locations. (A money market account is not a checking account for the purpose of this disclosure.)

Our policy is to make funds from your deposits available to you according to the type of deposit you make, and for check deposits, the location of the financial institutions or entities upon which check deposits are drawn. The term "check" as used in this policy does not include a non-cash item, an item payable in medium other than United States money, or a check drawn on or payable through a bank's office located outside the United States. Deposits of these items are outside the scope of this policy.

If you make a deposit at any Huntington banking office and the first four digits of the routing number of the check deposited correspond to a number below, then that item will be available to you on the first business day after the business day of your deposit.

0410	0515	2432
0412	0519	2433
0420	0720	2434
0421	0724	2440
0422	0740	2441
0423	0749	2442
0430	2410	2515
0432	2412	2519
0433	2420	2720
0434	2421	2724
0440	2422	2740
0441	2423	2749
0442	2430	

Determining The Availability Of Your Deposits

For determining the availability of your deposits, every day is a "business day" except Saturdays, Sundays and federal holidays. If you make a deposit before the applicable cut-off time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the applicable cut-off time, or on a day that we are not open, we will consider that the deposit was made on the next business day we are open. Please note that the applicable cut-off time is posted in each banking office; the earliest cut-off time for deposits made in person to one of our employees is 2:00 P.M. local time.

For all items which do not fall under the category above, the entire amount will be available on the second business day after the business day of your deposit. However, at least \$100 of your total deposit will be available for withdrawal on the next business day.

Customers which are financial institutions and customers using The Huntington's Financial Services (Cash Management) products may have a different availability schedule. Detailed availability schedules may be obtained from your Personal Banker.

Availability Of Electronic Deposits

Deposits received by means of wire transfers are available to you immediately. Other electronic deposits are available on the date designated by the party depositing the funds.

Next Day Availability For Certain Types Of Deposits

The entire amount of the following types of deposits will be available to you on the first business day after the business day of your deposit:

- Cash;
- Checks drawn on The Huntington National Bank;
- U.S. Treasury checks, U.S. Postal Service Money Orders, Federal Reserve Bank checks and Federal Home Loan Bank checks, if they are payable to you;
- State and local government checks and cashier's, certified or teller's checks, if they are payable to you and if you use a special deposit slip available, upon request, at our banking offices; and
- Traveler's Checks, during the first thirty (30) calendar days a new account is open, if they are payable to you and if you use a special deposit slip available, upon request, at our banking offices.

All Other Check Deposits

The availability of all other check deposits is determined by the routing number of the check deposited. The routing number is the nine digit number located in the bottom left corner on personal checks and the middle number on business checks. Some checks are marked "payable through" and have a four or nine digit number near this wording. For those items, use this four digit number (or the first four digits of the nine digit number), not the routing number on the bottom of the check, to determine the availability.

Availability Of Deposits Made At Automated Teller Machines (ATMs)

Subject to the limits which are stated in our agreement for automated teller machine (ATM) transactions, the availability of deposits made at Huntington owned or operated ATMs is the same as the availability of deposits made to our employees at our banking offices.

You can determine which ATMs are owned or operated by us by the "Welcome to The Huntington" on the screen. Unlike deposits made to employees at our banking offices the applicable cut-off time for deposits made at ATMs may be Noon (12 pm), unless a later cut-off time is posted on the ATM.

Deposits, whether cash or checks, made at ATMs we do not own or operate will be available on the second business day after the business day of your deposit.

Name and Address _____	
Pay to the Order of _____ \$ _____	<input type="text"/>
Dollars	
(Bank Name and Location) _____	
⑆123456789⑆ 000000000000 ⑈	

Personal Check Routing Number

Availability Of Deposits Made At Night Depositories

Deposits received after 12:00 P.M. (noon) at any of our night depositories may be considered made the following business day.

Company Name _____	
Address, City, State _____	
Pay to the Order of _____ \$ _____	<input type="text"/>
Dollars	
(Bank Name and Location) _____	
000000000 ⑆123456789⑆ 000000000000 ⑈	

Business Check Routing Number

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available at the times shown above. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the business day of your deposit. However, the first \$100 of each business day's total deposits will be available on the first business day after the business day of your deposit.

If we are not going to make all funds from your deposit available at the times shown above, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a bank employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5000 on any one day.
- A check that has been returned unpaid is redeposited.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. The delay in your ability to withdraw funds will generally not exceed ten (10) business days from the business day of your deposit.

Hold On Other Funds

If we cash a check for you that is drawn on another financial institution or entity, we may place a hold on an equal amount of funds in your account for the length of time it would have taken for the check to be available to you if it had been deposited to your account.

Checks That Are Returned To Us Unpaid

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

If you have any questions regarding when your funds will be available to you, please contact your Personal Banker.



1-800-480-BANK



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Limitations on Bank's Liability

In addition to the terms and conditions set forth in Sections 5, 6, 7 and 8 of the Standard Terms, Bank shall not be liable to Company, any Authorized User, or anyone else for:

- damages or injury resulting in whole or in part from any criminal or tortuous act committed by a third party at an ATM or otherwise;
 - acts of God, fire, flood, adverse weather conditions or other catastrophes, wars, riots, acts of the public enemy, or acts of governmental authority;
 - labor difficulties or strikes;
 - hardware or software failure or destruction, or other equipment problems;
 - the unavailability, interruption or malfunction of communication facilities or utilities;
 - the inability to perform the transaction because of insufficient funds or credit in the account to make the transaction or because the account is closed or is not in good standing;
 - refusal of a merchant or other third party to honor a card, card number or Secret Code;
 - restrictions on the account caused by legal process or other claim;
 - delays or failures to act by Company or any Authorized User; or
 - any other act or omission beyond Bank's control.
- Bank shall be liable only for Bank's own gross negligence or willful misconduct.

Error Detection


Notwithstanding any security procedure which may from time to time be in effect for selecting errors in transactions covered by this EBC Addendum, Bank shall have no duty to discover or report to Company any such errors. Bank shall not be liable to Company for the failure of such security procedure to detect such errors, regardless of the manner in which Bank applies such security procedures.

Terminating This EBC Addendum

Bank may terminate this EBC Addendum, or some or all of the Services provided hereunder, at any time. Company is required to destroy any card when asked by Bank to do so. In addition, Company must destroy any card linked to any account that is terminated. Company may terminate this EBC Addendum at any time by notifying Bank in writing, destroying all cards, and no longer using any of the Services covered hereby.



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**THE HUNTINGTON NATIONAL BANK
NOTICE FOR BUSINESS OVERDRAFT PROTECTION ACCOUNTS**

The Federal Deposit Insurance Corporation ("FDIC") is requiring all banks to provide certain disclosures to their customers regarding sweep features linked to deposit accounts in the event the bank fails and is taken over by the FDIC. The requirement to provide this disclosure is general for all banks, and is not related in any way to the current or expected condition of any bank.

If you have chosen a Business Overdraft Protection Account, funds in your checking account are periodically swept out of your checking account in order to pay down the balance of the Business Overdraft Protection Account you have with us.

Funds in your checking account, prior to being swept out of your checking account, are insured up to the applicable FDIC insurance limits, which are (i) limited to \$250,000 until December 31, 2013 and \$100,000 after that date, and (ii) combined with other funds on deposit with Huntington by the same depositor in accordance with FDIC's aggregation rules.

If the FDIC takes over a bank, the FDIC has indicated it will complete all internal transfers, but will attempt to block transfers from coming into or going outside of the bank.

If the FDIC takes over the bank, funds swept from your checking account to your Business Overdraft Protection Account you have with us are not FDIC-insured, but the FDIC will recognize your claim for the reduction of the balance for the Business Overdraft Protection Account you have with us by the amount of the swept funds.



This agreement and disclosure of account terms and rules and regulations is applicable to Huntington business checking, money market and savings accounts.

Terms Applicable To All Accounts

"You" and "your" mean the proprietorship, partnership, corporation, association or other person or business entity which opens and owns the account used for business purposes as shown on the signature card. "We", "us" and "our" mean The Huntington National Bank. By opening the account you agree that these rules will govern your account.

These Rules and Regulations, the Business Banking Account Charges or Schedule of Business and Commercial Account Charges (as applicable), any signature card and any other documents for your account are collectively referred to as the "Account Documents."

Important Information About Procedures For Opening A New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each entity or person that opens an account.

What this means for you: When an entity or person opens an account, we will ask for the name, address, Employer Identification Number (EIN) or, if applicable, a Taxpayer Identification Number (TIN) and date of birth, and other information that will allow us to identify the entity or person. We may also ask to see identifying documentation for the entity or person.

Making Deposits

You may make deposits in any manner we permit at any time our banking offices or other deposit-taking facilities are available. All deposits are made subject to our verification procedures and the terms and conditions on our depository envelope (if any). We may refuse, limit or return deposits for any reason and at any time, including but not limited to, deposits made at our banking offices, or when we or others process the deposit for collection. Any of you may make deposits or, when permitted by law or by the terms of the item, endorse the other's checks or other items for deposit to your account.

We will act as your agent in collecting the money for checks, other items and entries deposited to your account ("deposited items"). We will be careful in making collections, but we will not be responsible for losses caused by you or others in the collection process. We may credit your account for the amount of deposited items, subject to actually collecting the money for them. However, subject to federal regulations and our Funds Availability Policy, we reserve the right to wait until we have actually received the money for them before we credit your account, and to receive deposits subject to special conditions. If we credit your account for the amount of any deposited item and it is returned for any reason, we may debit that amount from your account. We may do this even before a deposited

Rules and Regulations for Business Accounts

item is returned to us if we have good reason to believe it cannot be collected or is being returned. You will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a deposited item that is returned to us, even after it is initially paid, for an alleged breach of warranty under applicable law or other reason not caused by us, including but not limited to, a claim of forged or unauthorized indorsement, a claim of alteration, or a claim that a remotely created check (a check that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn) is not authorized.

If you make a deposit in foreign currency, we will post the transaction in U.S. dollars based on the currency exchange rate in effect on the day we settle the transaction. The currency exchange rate may be different on that day than on the day we processed the transaction. There may be special currency exchange charges. This may result in your account being posted for a greater or lesser amount than the original amount of the transaction. All deposited items must be completed in dark blue or black ink. You may not deposit a substitute check with us unless 1) we otherwise agree in a separate writing with you or 2) a check that you deposit is returned to you as a substitute check for the first time. You will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a deposited check that is not completed in dark blue or black ink, or a deposited substitute check that violates this paragraph. In addition, you will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from a delay in return caused by any condition of a deposited check arising after it is issued and before we accept it for deposit (including, but not limited to, markings that obscure a properly placed bank indorsement).

Withdrawals

Except as otherwise limited by these Rules and Regulations, withdrawals may be made in person, by writing checks, or in any other manner we permit. All checks must be on forms you get from us or that we approve. You must complete the check in dark blue or black ink. Unless otherwise required by law, we will charge against your account any post dated check you have written even if it is presented before the date of the check.

Subject to federal regulations and our Funds Availability Policy, we reserve the right to refuse to pay any check or permit any other withdrawal if there is not a sufficient amount of money in your account that has been collected or if we have not learned that collection is final. If you deposit cash, we do not have to let you withdraw it until our next business day because we need time to post the deposit on our records.

Regarding checks drawn on your account, you will be responsible for, and agree to indemnify and hold us harmless from any liability, loss or expense (including reasonable attorneys' fees) arising from checks that do not conform to this

section or delayed or missing checks where the delay or missending is caused by any condition of the check when it is issued (including, but not limited to, carbon bands). We may charge a fee to the person to whom you wrote a check if that person attempts to negotiate the item with us but does not have an account with us.

No Special Access or Other Requirements

We are not required to honor any requests, instructions or directions from you or on your behalf with respect to multiple signature or multiple authorization requirements for access to this account or for any other matters with respect to this account (referred to as "special requirements"). We may allow any of the persons designated as authorized signers on the signature card or other records we maintain for this account to sign checks or other items to withdraw funds or otherwise to authorize transactions or other matters with respect to this account. We are not bound by any special requirements, whether or not we know about them or whether or not you include them in signature cards, resolutions, or other documents provided by or delivered to us in connection with this account. We have no duty to monitor this account for compliance with any special requirements. We have no liability for not complying with any special requirements.

Timing Of Transactions

We will treat each deposit and withdrawal as having been made on the day we post it to your account. We may treat any deposit or withdrawal made on a day that is not a business day (such as Saturdays, Sundays, and holidays) or after our cut-off time on any business day as if made on our next business day. For transactions made after our cut-off time on any business day, however, we may treat the transaction as made on that day for the purpose of determining the amount of funds in your account to be used to pay other items presented against your account.

Similarly, when you use a debit card, automated teller machine (ATM) card or other electronic means to make deposits or withdrawals, we may receive notice of the transaction before it is actually presented to us for payment, collection, or deposit. That notice may be in the form of a merchant authorization request or other electronic inquiry. Upon receipt of such notice, we may treat the transaction as if it were then posted to your account for the purpose of determining the amount of funds in your account to be used to pay other items or transactions presented against your account. We may conclusively rely on that notice even if the notice incorrectly describes the transaction or the amount in the notice differs from the amount actually posted to your account when the transaction settles. If the transaction is not settled within our established time period after receiving the notice (usually a few days), we will no longer treat the transaction as if it were posted.

The procedures described in this section may affect the amount of funds in your account to be used to pay checks or other items or for ATM, debit card or other electronic transactions. We will not be responsible for damages or wrongful dishonor if any item or transaction is not paid because of insufficient funds resulting from these procedures.

Overdrafts

We may pay a check, draft, or other item, or allow an in-person withdrawal, ATM withdrawal, or withdrawal or transfer by other electronic means, or debit fees posted to your account even if this creates an overdraft. However, we have no obligation to allow an overdraft on your account, you have no right to overdraw your account, and no course of dealing, usage of trade, or bank policy or procedure establishes a right for you to overdraw your account.

If we allow an overdraft on your account, you must pay us immediately for the amount of the overdraft and any fees we charge in connection with the overdraft. By making or allowing deposits to your account, you agree that we may use such deposits to reduce or eliminate any overdraft balance in your account.

Processing Order Of Items To Be Paid Or Debited

The law allows us to establish the processing order for all items presented for payment from your account and all other debits posted to your account. We establish the processing order in our sole discretion. We may change that order from time to time, or we may vary the order on a case-by-case basis, without notice to you. If there are insufficient available funds in your account to cover all items to be paid or debited from your account on a given day, the processing order we establish will determine which items we are able to pay or debit from available funds.

You will be responsible for the payment of any insufficient funds fees, overdraft fees, or other fees which are imposed for items we pay or debit which overdraw your account or for items we return unpaid. See the Schedule of Business Banking Deposit Account Charges or Schedule of Business and Commercial Deposit Account Charges for applicable fees. The processing order we use may result in higher or lower total fees than other methods which we might have used, depending on the size, number and type of items and other factors. You can avoid such fees if you practice good account management and maintain sufficient available funds in your account to cover all items to be paid or debited from your account.

Our Liability

Except as otherwise provided by applicable law or by other agreements applicable to your account, you agree that:

- If we do not properly complete a transaction according to these Rules and Regulations, we will not be liable for losses or damages in excess of the amount of the transaction.
- We will not be liable if circumstances beyond our control prevent the transaction or if the funds in your account are or may be subject to legal process or other claim.
- We will not be liable for any consequential damages.

You are responsible for the condition of a check or other item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior indorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities in connection with such return or delay.

Statements; Duty to Report Unauthorized Transactions and Errors

We will provide you with periodic statements showing the activity on your account. It is your duty to review your statements promptly to determine whether there are unauthorized transactions, fraudulent activity, forgeries, alterations, missing deposits, or any other errors (all such activity referred to as "errors") with regard to your account and report any such errors to us. If you fail to notify us of errors within 30 days of the date your statement is mailed or otherwise made available to you, we will have no liability for such errors nor be required to reimburse you for them, nor will we have any liability for (i) any additional error or errors by the same wrongdoer or (ii) any loss that we could have avoided if you had promptly notified us. Moreover, no legal proceeding or action for errors may be brought against us more than one year after the statement showing such errors has been mailed or otherwise made available to you.

In addition, we have available certain products designed to discover or prevent unauthorized transactions, including unauthorized checks and ACH debits, forgeries, and alterations (all such activities referred to as "fraud"). While no such product is foolproof, we believe that the products we offer will reduce the risk of loss to you from fraud. You agree that if your account is eligible for those products and you choose not to avail yourself of them, then we will have no liability for any transaction that occurs on your account that those products were designed to discover or prevent, nor will we have any duty to re-credit your account for any such losses.

Location Of Account

Although you may transact business on your account at any of our banking offices in any state, you agree that this account is located at the banking office where the account is opened. If you do not open your account through one of our banking offices, but do so remotely through the Internet, our telephone banking facility or some other means, the account will be located in Columbus, Ohio, unless we assign the account to a banking office in your state. We may change the location of an account if we determine that it is appropriate to do so.

Disputing Signers

If we believe there is a dispute among authorized signers on the account or we receive inconsistent instructions from authorized signers, or those purporting to have authority over the account pursuant to any entity documents such as operating agreements, articles of incorporation, partnership agreements, and the like, or by operation of law, (any such persons referred to as "management"), we may suspend or close the account, require a court order to act, and/or require that all authorized signers and/or management agree in writing as to who will have authority to undertake any transactions concerning the account.

Charges

You agree to pay the applicable charges and fees set forth from time to time in our Schedule of Business Banking Deposit Account Charges or Schedule of Business and Commercial Deposit Account Charges. You also agree to pay any charges we assess in connection with garnishments, attachments, levies, support orders, court orders, or other process involving your account. You also agree to pay our charges for additional services in connection with your account. You authorize us to debit all charges from your account.

When Fees Are Incurred And Debited

Monthly service fees are incurred at the beginning of the monthly statement period. For new accounts, monthly fees are incurred when the account is opened. All fees incurred in a statement period in which an account is opened or closed apply for the entire statement period even though the account may be opened for less than a full statement period. Activity or transaction fees are incurred when the activity or transaction occurs. Any fee incurred will be waived if a waiver condition applies.

All fees incurred for the statement period will be debited to the account for which they are incurred or another account you maintain with us, unless we agree to invoice you for the fees. When an account is closed, all fees incurred may be debited when the account is closed, if not previously debited or paid.

Unclaimed Funds And Dormant Accounts

Under applicable state law, the money in your account will be considered abandoned and payable to the state of the last address we have for you in our records if a specified period of time has passed and you do not:

- (i) Make a deposit or withdrawal; or
- (ii) Inquire about or take any other action in connection with your account.

In addition, if you do not initiate activity in the account for a substantial period of time, we will treat the account as being dormant. In that event, you agree that, unless prohibited by law, we may charge dormant account fees on the account in addition to other charges. In addition, we may stop sending you periodic statements.

Transferring Ownership

Your account is transferable only with our permission. You must sign a form we give you or that we approve.

If You Owe Us Money

If any of you owe us money which is due, whether jointly with another or individually, you agree that, unless prohibited by law, we may use the money in this account to pay the debt, regardless of the source of the funds in the account. This is our right of set-off. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account.

Communications to You Including to Cell Phones

In order for us to service your Account or to collect any amounts you owe, you agree and consent that we or a third party acting on our behalf may from time to time:

- Make telephone calls and/or send text messages to you at any telephone number(s) you give to us or that we otherwise have for you or your Account, including wireless (cell phone) telephone numbers that could result in charges to you.
- Use any technology available at the time to make telephone calls and/or send text messages to you, including but not limited to the use of prerecorded/artificial voice messages and/or an automatic telephone dialing system.
- Send e-mails or any other available form of electronic communication to you at any e-mail or other electronic address you give to us or that we otherwise have for you or your Account.
- Monitor and record any telephone call or other communication between you and us.

Stop Payment Order

You can stop payment of a check or similar paper item by calling us or using our online or VRU Stop Pay Service and following our procedures. We are not responsible for stopping payment of any item if we have not had a reasonable time to act on your stop payment order. Also, you must reimburse us for any liability or loss we have because we complied with your order. If there is more than one account owner, any one of you may place a stop payment order. A stop payment order is effective for six months.

Our Other Rights

No course of dealing and no delay or omission on our part in exercising any of our rights are a waiver by us of such rights or any other right. All of our rights under these Rules and Regulations are cumulative and not exclusive and may be exercised concurrently or successively.

Night Depository

If you make use of our night depository facilities where currency, commercial paper, checks or other negotiable items for deposit or payment by you ("Property") may be placed you agree:

1. To place only Property and instructions for handling the Property in the night depository facilities. The Property and instructions must be in a secure device such as a sealed envelope, tamper resistant pouch or locked bag ("Depository Bag").
2. To follow any instructions we provide to you, to take all precautions as may be necessary to insure Property leaves the receptacle and drops down the chute, and to prevent unauthorized persons from tampering with the night depository facilities, for example, by locking the receptacle and removing the key. If Property is not found in the night depository facilities by us, it shall be conclusively presumed that Property was not placed therein.
3. To notify us if any equipment we have given you to use in connection with the night depository facilities is lost or stolen. If applicable, you or your authorized representatives, as designated in the Night Depository Resolution ("Resolution"), shall appear at The

Huntington National Bank ("Bank") to identify and claim any Property on the next banking day following each use of the night depository facilities. If you do not identify and claim the Property or equipment used in connection with the night depository facilities in a reasonable amount of time, we may take any steps that we deem necessary, including but not limited to placing a lien on such Property for safekeeping or depositing such Property into any account you have with us. The Bank is authorized to deliver Property or equipment used in connection with the night depository facilities to you or any authorized representative you designate.

4. We shall not be responsible or liable at any time for the operation, safety, or condition of the night depository facilities or any equipment we have given to you to use in connection with the night depository facilities. In using the night depository facilities, you assume all risks. We do not insure Property placed in the night depository facilities. We will not be responsible or liable for any loss of Property caused by fire, flood, water damage, vandalism, burglary or acts of God.
5. You can elect on the Resolution to have either Bank open the Depository Bag or for Bank to hold the Depository Bag. In the absence of an election on the Resolution, you agree the Bank can open the Depository Bag.
6. If you elect to have Bank open the Depository Bag, we will begin to process the Property once the Property has been delivered to our teller during Banking Hours, as posted in the Banking Office where you used the night depository facilities. In the event you do not include proper instructions for handling by us of any Property placed in the night depository facilities, we shall have a lien upon such Property for safekeeping and at our option, we may deposit such Property to any account you have with us. The Bank shall not have any obligation to ascertain whether any Property has been deposited with your account at the Bank, and the Bank does not have to ascertain what Property has been received by us. You agree to keep a list of Property you provide to us. You shall accept our count of the Property as final.
7. If you elect to have Bank hold the Depository Bag, we will remove the Depository Bag from the night depository facilities during Banking Hours, as posted in the Banking Office where you used the night depository facilities, and place the Depository Bag in a secure location until your authorized representative claims the Depository Bag. You agree to claim the Depository Bag no later than the next business day following each use of the night depository facilities. If the Depository Bag is not claimed within a reasonable amount of time, we may then open the Depository Bag and deposit the Property to any account you have with us. No relationship of debtor or creditor between Bank and you shall arise unless or until we have opened the Depository Bag and deposited the Property to your account.
8. We may withdraw the night depository facilities from use at any time without notice to you. You agree to return to us any equipment we have furnished to you in connection

with the night depository facilities upon our request or termination of your account or use of the night depository facilities.

9. You agree to defend, indemnify and hold Bank, its affiliates and its and their respective directors, officers, shareholders, employees, representatives, agents, successors and assigns (collectively the "Indemnified Parties") harmless, on demand, from and against any and all claims, actions, suits or proceedings, and shall pay all losses, liabilities, damages, costs or expenses, including reasonable attorneys' fees, judgments, fines, penalties and the like incurred or to be incurred by the Indemnified Parties: (a) arising from or relating to your action or inaction, including any action or inaction by your authorized representatives or other employees or personnel, which in any way constitutes a breach of any of your obligations and/or covenants set forth herein; (b) as a result of your negligence or willful misconduct, including the negligence or willful misconduct of your authorized representatives, employees or other personnel; (c) as a result of personal injury, including death, or property damage arising from or relating to your negligent or intentional acts, including the negligent or intentional acts of your authorized representatives, employees or other personnel.

Notices

Except as otherwise provided in these Rules and Regulations, all notices required to be sent to you will be effective when we mail or deliver them to the last address that we have for you in our records or when we make such notices available to you through our Internet banking services or at the last known e-mail address that we have for you in our records. If your account is joint, notice to any of you is effective for all of you. You agree that we may send or provide by electronic communication any notice, communication, or disclosure required to be provided orally or in writing to you.

Recording

You agree that we may tape record any telephone conversations you have with us regarding the account. However, we are not obligated to do so and may choose not to in our sole discretion.

Bonuses

If we offer any bonus in connection with opening this account, we will provide information about the bonus on a separate document given to you along with these Rules and Regulations.

Closing Your Account

Subject to these Rules and Regulations, your account may be closed at any time by you or by us.

Governing Law

These Rules and Regulations are governed by the law of the state where your account is located as determined above under "Location of Account". Your account and these Rules and Regulations are also subject to federal law. If any of the

provisions of these Rules and Regulations cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law.

Changing Our Rules

From time to time we may change these rules or our charges. We will comply with any notice requirements under applicable law. If applicable law does not specify any notice requirements for the change, we will decide what kind of notice (if any) we will give you and the method of providing any such notice. We are not required to notify you of any changes in the applicable interest rate(s) or annual percentage yield(s).

Deposit To Deposit Overdraft Protection

You can elect to have overdraft protection for any checking account you have with us which is not a money market deposit account. In response to your request for us to do so, we can link an eligible checking account that you designate with any other account you have with us which we make available for overdraft protection. Ask us about the types of accounts that are available. The account you select to link to your checking account for overdraft protection is called the Overdraft Funding Account ("OFA") for the designated checking account. You may link only one OFA to a checking account. An OFA cannot be linked to more than one checking account.

When there is not a sufficient balance in your checking account at the end of the banking day to cover items presented, we will charge your checking account with the applicable daily transfer fee ("Transfer Fee") and automatically transfer funds from your OFA to the checking account to cover the overdraft balance, which will include the Transfer Fee. Transfers will normally be in multiples of \$100. For example, if the overdraft balance in your checking account is \$128, we will transfer \$200 from your OFA to your checking account.

However, if more than a round multiple of \$100 is needed, but there are not enough funds in the OFA to reach the next multiple of \$100, the entire available balance in the OFA will be transferred to the checking account. For example, if the overdraft balance in your checking account is \$128, and the available balance in the OFA is \$176, we will transfer \$176.

Likewise, if the overdraft balance in your checking account is greater than the available balance in the OFA, the entire available balance in the OFA will be transferred to the checking account. For example, if the overdraft balance in your checking account is \$128, and the available balance in the OFA is \$105, we will transfer \$105. In this case, your checking account will still be overdrawn and will be subject to any checking account charge for returning or paying overdraft items.

All transfers are subject to availability of funds in the OFA and any other applicable restrictions, such as transaction limitations if the OFA is a savings account or a money market deposit account. If the OFA is a credit account (such as a credit card or credit line), transfers will be subject to applicable interest and fees under the applicable credit agreement. However, any cash advance fees will be waived if the OFA is a credit card account.

Your checking account will be charged the Transfer Fee (regardless of the amount of the transfer) that we made from the OFA to the checking account.

All transfers are subject to availability of funds in the OFA and any other applicable restrictions, such as transaction limitations if the OFA is a savings account or a money market deposit account. If the OFA is a credit account (such as a credit card or credit line), transfers will be subject to applicable interest and fees under the applicable credit agreement. However, any cash advance fees will be waived if the OFA is a credit card account.

Your checking account will be charged the Transfer Fee (regardless of the amount of the transfer) that we made from the OFA to the checking account.

Additional Terms Applicable Only To Business Checking Accounts

Subaccounts

If your account is a business checking account, it will consist of two subaccounts: subaccount A and subaccount B.

If your account is a non interest bearing business checking account, subaccount A is a demand deposit account and subaccount B is a savings deposit account. Except as provided in this "Subaccounts" section, all of the provisions of these Rules and Regulations that apply to non interest bearing business checking accounts apply to the account taken as a whole without reference to the subaccounts. No interest will be paid on either subaccount.

If your account is an interest bearing business checking account, subaccount A is a negotiable order of withdrawal account and subaccount B is a savings deposit account. Except as provided in this "Subaccounts" section, all of the provisions of these Rules and Regulations that apply to interest bearing business checking accounts apply to the account taken as a whole without reference to the subaccounts. Interest will be paid on both subaccounts as described in the "Interest" section of these Rules and Regulations under "Additional Terms Applicable Only to Interest Bearing Business Checking Accounts".

From time to time we will review the activity in your account to determine the amount in your account not needed to pay checks, debits, or other items (the "Reserved Balance"). We will credit funds in your account up to the Reserved Balance amount to subaccount B, and funds in excess of the Reserved Balance amount to subaccount A. All checks, debits, and other items will be paid from the balances credited to subaccount A. All deposits and credits will be credited to subaccount A. We may from time to time reallocate the balances between the subaccounts by internal transfers to make funds in your account available in subaccount A to pay checks, debits, and other items. These transfers will be the only transactions on subaccount B. However, in accordance with Regulation D of the Board of Governors of the Federal Reserve System, we will not allow more than six transfers per calendar month from subaccount B to subaccount A, and if a sixth such transfer is made in a calendar month, all funds in subaccount B will be credited in that sixth transfer to subaccount A for the remainder of the calendar month.

Although transfers from subaccount B will normally be made

automatically, as required by federal regulations, we reserve the right to require seven days' prior notice of any transfer from subaccount B to subaccount A.

Transaction Limits

You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction.

Additional Terms Applicable Only To Interest Bearing Business Checking Accounts

Eligibility

Our interest bearing business checking accounts are negotiable order of withdrawal accounts. Under federal law, only certain types of depositors are permitted to have such accounts. Generally these are individuals, nonprofit organizations, government units, and fiduciary accounts if all of the beneficiaries are otherwise eligible.

Withdrawals

Although you may normally make withdrawals from your account at any time, under federal regulations, we can require you to give us 7 days prior notice of any withdrawal, including any withdrawal by check.

Interest

If you have a principal balance in your account at the end of the day we compute interest for that day if applicable, using the current interest rate for which your principal balance at the end of the day qualifies you.

We calculate interest at a daily periodic rate applied to the principal balance in the account at the end of each day less the amount of any items for which we are not deemed to have received credit. We compute interest at a daily periodic rate of 1/365th (1/366th in leap year) of the annual rate for each day. Interest will be compounded monthly and paid at the end of each statement cycle. Interest will be paid by adding it to your account unless your account is an IOLTA or IOTA account, in which case the interest will be paid (after deducting all applicable service charges and fees as permitted) periodically to the appropriate agency. You agree that you are responsible for the payment of all service charges and fees applicable to your IOLTA or IOTA account which are not deducted from the interest earned on the account because deduction is prohibited or because the charges and fees exceed the interest.

Closing Your Account

Earned but previously unpaid interest will not be paid to your account after you tell us you are closing your account. We may also recover any interest which has been paid for any time you were not eligible under federal law to maintain an interest bearing checking account.

**Additional Terms Applicable Only To Business Premier
Money Market Accounts**

Transaction Limits

Under federal regulations, you are limited to a total of no more than 6 transfers and withdrawals, or a combination of such transfers and withdrawals, in any calendar month to another account of yours with us or to a third party by certain methods from your account. These methods are by (i) preauthorized or automatic transfer, (ii) telephone agreement, order or instruction or (iii) check, draft, debit card or similar order payable to third parties. We do not necessarily offer any or all of these methods of withdrawal from your account. If you exceed these limits, we may refuse to permit the excessive withdrawal(s), terminate your preauthorized, automatic, or third party transfer and payment privileges, or close your account.

You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction.

Interest

If you have a principal balance in your account at the end of the day, we compute interest for that day, if applicable, using the current interest rate for which your principal balance at the end of the day qualifies you.

We calculate interest using a daily periodic rate applied to the principal balance in the account at the end of each day less the amount of any items for which we are not deemed to have received credit. We compute annual rate for each day. Interest will be compounded monthly and paid at the end of each statement cycle.

If you close your account before interest is paid for the statement period, we will pay you the accrued interest for that statement period. However, there may be circumstances under which minor adjustments may result in your account.

We may stop paying interest on the account if you violate the transaction limits applicable to the account. See "TRANSACTION LIMITS".

We will not pay interest on any amount we withdraw from your account and hold elsewhere in response to garnishments, attachments, levies, support orders, court orders, or other process involving your account.

Minimum Balance Required To Earn Interest

There is no minimum balance requirement to earn interest.

Rate Changes

The interest rate and annual percentage yield may change at any time at our discretion without notice to you. We may determine different rates for different balance tiers.

**Additional Terms Applicable Only To Premier Savings
Account**

Minimum Balance To Open This Account

The minimum balance to open this account is \$50.00.

Rate Information

The interest rate(s) and corresponding annual percentage yield(s) that are applicable at the time you open this account, and minimum balances to earn each rate, are shown on the current rate sheet which we may be providing to you at the same time as these Rules and Regulations. These rates may change without notice to you as described under "RATE CHANGES". We compute interest for each day using the current interest rate or rates for which your principal balance at the end of the day qualifies you.

We compute interest at a daily periodic rate of 1/365th (1/366th in a leap year) of the applicable annual rate for each day. Interest will be compounded and paid on a quarterly basis. Interest will be paid by adding it to your account (less any amount required to be withheld.)

If you close your account before interest is paid for the statement period, we will pay you the accrued interest for that statement period. However, there may be circumstances under which minor adjustments may result in a small amount of accrued interest not being paid to you when you close your account.

We may stop paying any interest on the account if you violate the transaction limits applicable to this account. See "TRANSACTION LIMITS". We will not pay interest on any amount we withdraw from your account and hold elsewhere in response to garnishments, attachments, levies, support orders, court orders, or other process involving your account.

Rate Changes

The interest rate or rates and annual percentage yield may change at any time at our discretion without notice to you. We may determine different rates for different balance tiers.

Balance Computation Method

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal balance in the account at the end of each day, less the amount of any items for which we have not begun to accrue interest as described below, to determine the interest earned for that day. We then add together the interest earned for each day in the quarterly period to determine the amount of interest to pay you for that quarterly period.

When Interest Begins To Accrue On Non-Cash Deposits

Interest begins to accrue no later than the business day we are deemed to receive credit for the deposit of non-cash items (for example, checks). However, we are not required to pay interest on items that are returned for insufficient funds or for another reason, even if we have begun to accrue interest on that item, and we can debit your account for interest that we have previously paid on such returned items.


Minimum Balance To Earn Interest

There is no minimum balance requirement to earn interest.

Transaction Limits

Under federal regulations, you are limited to a total of no more than 6 transfers and withdrawals, or a combination of such transfers and withdrawals, in any calendar month to another account of yours with us or to a third party by certain methods from your account. These methods are by (i) preauthorized or automatic transfer, (ii) telephone agreement, order or instruction or (iii) check, draft, debit card or similar order payable to third parties. We do not necessarily offer any or all of these methods of withdrawal from your account. If you exceed these limits, we may refuse to permit the excessive withdrawal(s), terminate your preauthorized, automatic, or third party transfer and payment privileges, or close your account.

You may not use or permit your account to be used to make or participate in illegal transactions, including unlawful Internet gambling. We will not be liable if you engage in an illegal transaction. We may reject or deny any transaction, including but not limited to merchant authorization or other electronic inquiries, if identified as an Internet gambling transaction.

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Withdrawal - Webpage Dialog

Cash Check Transaction

☒ Customer ☐ NonCustomer Location: **LOBBY** Bank: **Control**
 Account Type: **Checking** Recourse Account Number: **[REDACTED]**

Elect: **Front** Back

Process: **Process** **Cancel** **Print** **Help**

Case: **05**

MAJESTIC BUILDING MAINTENANCE
 144 WEST 14th ST. 100
 PHILADELPHIA, PA 19107
 11/19/2014
 \$ 875.00
 Eight Hundred Seventy-Five and 00/100 DOLLARS
 Robert Biddle
 7403 Pennfield Ct.
 Pittsburgh, PA 15206
 Lutter McNeil

Serial	Routing	Account	Turn	Amount
[REDACTED]	[REDACTED]	[REDACTED]		875.00

Scan Order: 1 **Adjust Image**

Exceptions: **Check Detail (1)**

CrDr	Item Seq Number	Serial	Routing	Account	Amount	Cost	QA	FeeAmt
Dr	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	875.00	99		

X Cancel **Single Scan** **Range** **Scan**

Start ZEN... H...P... Micro... ESS S... Calend... ARGO... Execut... Report... Inform... 12:10 PM



The Huntington National Bank
7 Easton Oval EA5E97
Columbus, OH 43219

Majestic Building Maintenance, Inc
545 Metro Pl S Ste 100
Dublin Oh 43017-5353

REGARDING FORGERY CLAIM ON YOUR ACCOUNT

Amount of claim: \$3,973.96

Dear Majestic Building Maintenance, Inc,

We have reviewed the affidavit you submitted on 11/24/2014 regarding the unauthorized/forged item(s) on the account mentioned above. According to the affidavit, the signature on the item(s) was forged.

After reviewing your affidavit and any additional information you provided regarding the unauthorized/forged items, it has been determined that reasonable care was not used in declining to use our Check Positive Pay/Reverse Positive Pay services, which substantially contributed to the making of the forged item(s). As a result, we will not reimburse you for these unauthorized/forged item(s).

To prevent further fraudulent activity on your account, we urge you to close your account and open a new one. If you have already done so, thank you. Additionally, please call your Business or Commercial Banker, or visit your local Huntington branch, to discuss enrolling in Huntington's Business Security Suite in order to help prevent further unauthorized transactions.

Please note, if you do not close this account, or take advantage of our fraud prevention options in Business Security Suite, you may not be reimbursed for future unauthorized transactions on the account.

If you have additional questions, please take this letter to your local Huntington branch and speak with a Banker, or call a Business Center Representative at 1-800-480-2001 (weekdays 7:30AM - 6:30PM ET, and Saturdays 8AM-5PM).

Sincerely,
The Huntington National Bank
Deposit Operations

WOOD & LONG, LLC

Attorneys at Law

Jessica M. Wood

Chelsea L. Long

December 15, 2014

Huntington National Bank
55 Meadow Park Avenue
Lewis Center, Ohio 43035

Re: Majestic Building Maintenance, Inc.
Fraudulent Bank Account Withdrawals

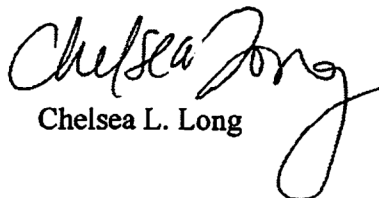
To Whom It May Concern:

Please be advised that I represent Majestic Building Maintenance, Inc. It has come to my attention that fraudulent activity has been found in the business checking account. Specifically, a woman by the name of Latasha Macaula has used forged checks written to herself to withdraw roughly \$4,000 from an ATM in Cleveland, Ohio. It has further come to my attention that your bank is refusing to reimburse my client for this fraudulent activity. I am aware that my client uses a holograph on each of his checks, but the fraudulent checks did not contain this image. The check numbers are also different than his standard check numbers. It is clear your bank did not take appropriate measures when cashing these checks. Therefore, we expect this money to be returned to my client and for your bank to take whatever measures you think are appropriate in order to hold the fraudulent party responsible.

If the withdrawals are not reversed and my client is not reimbursed for this forgery, we will be forced to escalate this matter, including by making a complaint to the FDIC and/or the Federal Reserve.

If you have counsel for this particular matter, please forward this correspondence to him or her. I look forward to hearing that my client's money has been reimbursed to him.

Very truly yours,



Chelsea L. Long

503 S. High St., Suite 205
Columbus, OH 43215
Tel: (614) 567-3031 / Fax: (614) 567-2031
chelsea@woodlongfamilylaw.com

Exhibit D

The Huntington National Bank
Priority Response Unit EA1W02
P.O. Box 1558
Columbus, Ohio 43216



March 17, 2015

Majestic Building Maintenance, Inc.
Attn: Luther McNeil
545 Metro Place S., Suite 100
Dublin, Ohio 43017

RE: Huntington Case# 00093528
OCC Case# 03023539

Dear Mr. McNeil:

I am writing in response to your correspondence to the Office of the Comptroller of the Currency ("OCC") regarding your business checking account ending in 2089 titled Majestic Building Maintenance, Inc. and held with the Huntington National Bank ("Huntington"). Huntington received this matter for review from the OCC on February 25, 2015.

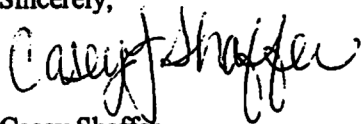
We received your request on November 25, 2014 to research checks you stated were created, possibly counterfeit, in your business checking account [REDACTED] titled Majestic Building Maintenance Inc.

Please note the following regarding the check case:

- The case included four checks totaling \$3,973.96 which debited (cleared) your business checking account on November 24, 2014.
- After reviewing the affidavit and the additional information you provided regarding the unauthorized check items, our Deposit Operations group determined that reasonable care was not asserted as you declined our Check Positive Pay/Reverse Positive Pay services and the request for reimbursement was denied.
- I have included a copy of the denial letter that was sent to you, under separate cover, by our Deposit Operations group for your review and records.
- In accordance with the Rules and Regulations for Business Accounts, which was provided to you at the time of account opening, we have available certain products designed to discover or prevent unauthorized transactions, including unauthorized checks and ACH debits, forgeries, and alterations (all such activities referred to as "fraud"). You agree that if your account is eligible for those products and you choose not to avail yourself of them, then we will have no liability for any transaction that occurs on your account that those products were designed to discover or prevent, nor will we have any duty to re-credit your account for any such losses.
- I have included a copy of our Rules and Regulations for Business Accounts for your review and records.

We apologize that we are unable to deliver the response you desire, but trust that you understand the reason for our decision. You are a valued customer and your business is greatly appreciated. If you have further questions, you're welcome to call me directly at (614) 331-9174 or 1-800-480-2265, extension 19174, and I'll be happy to assist you.

Sincerely,

A handwritten signature in black ink that reads "Casey Shaffer". The signature is written in a cursive, flowing style.

Casey Shaffer
Senior Specialist

Enclosures

cc: OCC

COPY



The Huntington National Bank
7 Easton Oval EA5E97
Columbus, OH 43219

Majestic Building Maintenance, Inc
545 Metro Pl S Ste 100
Dublin Oh 43017-5353

REGARDING FORGERY CLAIM ON YOUR ACCOUNT [REDACTED]

Amount of claim: \$3,973.96

Dear Majestic Building Maintenance, Inc,

We have reviewed the affidavit you submitted on 11/24/2014 regarding the unauthorized/forged item(s) on the account mentioned above. According to the affidavit, the signature on the item(s) was forged.

After reviewing your affidavit and any additional information you provided regarding the unauthorized/forged items, it has been determined that reasonable care was not used in declining to use our Check Positive Pay/Reverse Positive Pay services, which substantially contributed to the making of the forged item(s). As a result, we will not reimburse you for these unauthorized/forged item(s).

To prevent further fraudulent activity on your account, we urge you to close your account and open a new one. If you have already done so, thank you. Additionally, please call your Business or Commercial Banker, or visit your local Huntington branch, to discuss enrolling in Huntington's Business Security Suite in order to help prevent further unauthorized transactions.

Please note, if you do not close this account, or take advantage of our fraud prevention options in Business Security Suite, you may not be reimbursed for future unauthorized transactions on the account.

If you have additional questions, please take this letter to your local Huntington branch and speak with a Banker, or call a Business Center Representative at 1-800-480-2001 (weekdays 7:30AM - 6:30PM ET, and Saturdays 8AM-5PM).

Sincerely,
The Huntington National Bank
Deposit Operations

COPY

Member FDIC. ® and Huntington® are federally registered marks of Huntington Bancshares Incorporated.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Huntington National Bank Unlawfully Refuses to Reimburse Fraudulent Charges](#)
