

ACCEPTABLE PAYEES INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is between Town of Lake Park (the "Company") and PNC Bank, National Association ("PNC") and is effective as of the date signed below.

RECITALS:

1. The Company (and, if applicable, other associated legal entities) maintains deposit accounts ("Account(s)") at PNC and utilizes one or more depository services with PNC; and
2. Company represents that it has a business need to deposit checks and other negotiable instruments ("Items") into the Account(s), and such Items may be payable to parties other than the Account owner, including but not limited to Company's subsidiaries, affiliates or other parties with a relationship to Company; and
3. Company utilizes one or more depository services at PNC which may include but is not limited to Remote Deposit Services, including Deposit On-Site, Image Cash Letter, ("Service(s)");
4. The deposit of Items payable to a party other than the Account owner may cause risk to PNC; and
5. PNC is willing to permit Company's deposit of the Items subject to the terms of this Agreement.

NOW THEREFORE, the parties, for good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

- A. The Items are payment for and will be used for lawful activities.
- B. The Items presented for deposit using the Service(s) will be subject at all times to the PNC service terms and conditions, as supplemented herein.
- C. Items permissible for deposit may only be deposited to the Account(s) noted in this Agreement and shall not include any accounts maintained by Company at PNC Bank Canada Branch.
- D. All legal entities and associated Account numbers covered by this Agreement will be listed on the attached Schedule A, and Schedule A may be updated from time to time upon written confirmation from the parties without further need to re-execute this Agreement.
- E. PNC requires representations, warranties and an indemnification from the Company as a prerequisite to permitting Items to be deposited into the Account(s) using the Service(s).
- F. Company hereby provides PNC with the following representations, warranties and indemnification:
 - a. Company includes all entities listed on Schedule A of this Agreement and

Company represents that either (i) all entities listed on Schedule A are under common ownership and control of Company; or (ii) Company has the right to enter this Agreement on behalf of those legal entities;

- b. Company is authorized by and has obtained the consent of each Item payee to deposit and/or otherwise negotiate each Item deposited to the Account(s) and each Item deposited to the Account(s) has been tendered to the Company voluntarily by the rightful payee;
 - c. Company guarantees that PNC is receiving good title to every Item deposited;
 - d. Company guarantees the endorsement on every Item deposited to the Account;
 - e. Company, on behalf of itself, its directors, employees, agents, officers, successors and assigns, and all other persons who might claim by or through it, hereby agrees to indemnify, defend and hold harmless PNC, its affiliates, subsidiaries, successors, assigns, officers, directors, agents or employees, from and against any and all actions and causes of action, suits, judgments, complaints, claims, demands, liabilities, losses, damages and expenses (including without limitation reasonable attorneys' fees and other litigation expenses and costs of settlement), of whatever kind, arising out of or relating to the subject matter of this Agreement; and
 - f. PNC may set off against any account of Company any amount Company may owe to PNC for any losses suffered by PNC for permitting Items to be deposited to the Account using the Service(s).
- G. This Agreement covers all Items no matter when the deposit occurred, whether before or after the execution of this Agreement.
- H. If PNC tenders a claim, suit or proceeding to the Company for the Company's indemnification and the Company fails or refuses to indemnify PNC, PNC will have the right but not the obligation to undertake its own defense, and settle the matter in its sole discretion, and will have a claim against the Company for all expenses and liabilities incurred thereby.
- I. Company hereby releases and discharges PNC from any and all actions and causes of action, damages, suits, costs, contracts, attorneys' fees, expenses, compensation, claims and demands whatsoever, of every kind, nature and description, whether now known or unknown, accrued or unaccrued, which Company now has or ever had against PNC from the beginning of the world to date of this Agreement, by reason of any matter, cause or thing whatsoever arising out of or relating to the subject matter of this Agreement.
- J. Company will, at its sole expense, cooperate with PNC and any investigations related to the subject matter of this Agreement, and Company will furnish all such books, papers, testimony of witnesses and other evidence as shall be reasonably required by PNC in any matter, whether action, suit, proceeding at law or in equity, or otherwise, now pending or hereinafter to be brought so as to better or more effectually enable PNC to recover any loss related to the Items from any responsible third party.
- K. Nothing in this Agreement guarantees that Items will be deposited without further

inquiry, and PNC retains the rights afforded to it under the service terms and conditions, including the right to refuse a deposit for processing.

- L. This Agreement shall be interpreted in accordance with the substantive laws of the State of New York. It contains the entire understanding between the Company and PNC, and it supersedes any and all prior agreements or understandings between PNC and the Company regarding the subject matter of this Agreement. This Agreement may not be amended except as stated herein or in a writing signed by both parties.
- M. The Company represents and warrants that the individuals signing below have all requisite corporate authority to sign on behalf of Company (including all entities listed on Schedule A) and that their signatures shall render this Agreement a binding obligation of the Company (and all legal entities listed on Schedule A) and enforceable against the Company or any entity listed on Schedule A (jointly or severally) in accordance with the terms.

Company Name: Town of Lake Park

Signature of Officer Authorized to Sign for Company

Roger Michaud

Printed Name

Mayor

Title

Date

SCHEDULE A

Please list the legal name of each Account owner and the Account number subject to this Agreement:

Account Name (Legal Entity Owner of Account)	Account Number
Town of Lake Park	12-0163-4645

This Schedule was completed on January 23, 2026 (date), and is intended to supersede all previously completed Schedules associated with this Agreement.