

**AMENDMENT NO. 1**

**BY AND BETWEEN**

**GREATER ORLANDO AVIATION AUTHORITY**

**AND**

**WELLS FARGO BANK, N.A.**

**TO**

**PURCHASING AGREEMENT AG-621**

**THIS AMENDMENT NO. 1** made and entered into as of the 30th day of June, 2023, by and between the **GREATER ORLANDO AVIATION AUTHORITY** (hereinafter referred to as "Aviation Authority") and **WELLS FARGO BANK, N.A.**, (hereinafter referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, by Agreement dated July 1, 2019, Consultant agreed to provide the Aviation Authority with banking services at the Orlando International Airport, Orlando, Florida; and

**WHEREAS**, the Agreement provides the Aviation Authority with two (2) options to renew the term of the Agreement for additional periods of one (1) year each; and

**WHEREAS**, the Aviation Authority desires to exercise both renewal options and renew the agreement for a period of two (2) years; and

**WHEREAS**, the Aviation Authority desires and the Consultant agrees to renew the term of the Agreement for an additional two (2) year period; and

**NOW, THEREFORE**, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Agreement as follows:

1. **Renewal Term of Agreement**. The term of the Agreement shall be, and is hereby renewed and extended for a period of two (2) years, commencing effective as of July 1, 2023, and expiring June 30, 2025.
2. **Compensation**. The Aviation Authority shall pay to the Consultant, during the first renewal term of the Agreement, upon satisfactory completion of the work required by the provisions of the Agreement, the treasury management service fees as shown on Attachment "A-1", Two Year Renewal Pricing.

With respect to the earnings credit rate and interest rate (if any) offered for this two year extension, the rate(s) paid will be equal to 50% of the target Fed Funds rate. The Bank will adjust this rate based on changes to the Fed Funds rate. If, during the term of this two year extension, the target Fed Funds rate decreases to 2.50% or below, the Aviation Authority shall have the ability to request that the earnings credit rate and interest rate

paid return to the terms in the original Agreement for the remainder of the extension term which shall be equal to the target Fed Funds rate less 25 basis points for the earnings credit rate and the target Fed Funds rate less 30 basis points for the interest rate.

The Aviation Authority shall also have the option of entering into a Stagecoach Sweep overnight investment option, connected to a non-interest bearing checking account, at their discretion.

3. **Public Entity Crimes Act.** The Consultant acknowledges the following notice: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

4. **Whistle Blower Reporting Line.** The Aviation Authority is committed to the highest level of integrity in its operations and is fully committed to protecting the organization, its operations, and its assets against fraud, waste or abuse. The Aviation Authority has established a Whistle Blower Reporting Line with a third-party service provider as a means for employees, contractors, vendors, tenants and the general public to report suspected fraud, waste or abuse in connection with the Aviation Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: [GOAA@integritycounts.ca](mailto:GOAA@integritycounts.ca), or through the online reporting form at [www.integritycounts.ca/org/GOAA](http://www.integritycounts.ca/org/GOAA). The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

5. **Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by the Aviation Authority, be made available to the Aviation Authority or its representatives at all reasonable times, to review, inspect, audit or copy Consultant's records. If any such audit establishes that Consultant has overstated service fees, the amount of any overcharge paid by the Aviation Authority as a result of an overstatement shall forthwith be refunded by Consultant to the Aviation Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to Consultant of overstatement.

6. **Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 1, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be duly executed as of the date and year first above written.

ATTEST:  Anna Farmer  
Assistant Secretary  
Jun 30 2023 2:08 PM

DocuSign

\_\_\_\_\_  
Assistant Secretary

**“AVIATION AUTHORITY”**

**GREATER ORLANDO AVIATION AUTHORITY**

 Kevin Thibault  
Chief Executive Officer  
Jun 30 2023 1:13 PM

DocuSign

By: \_\_\_\_\_  
Chief Executive Officer

[Official Seal]



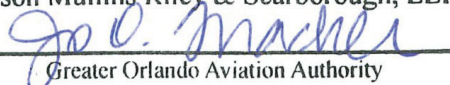
DocuSign

**“CONSULTANT”**

**WELLS FARGO**

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

Its: Director

Approved as to Form and Legality  
this 27 day of June, 2023  
Nelson Mullins Riley & Scarborough, LLP  
By  \_\_\_\_\_  
Greater Orlando Aviation Authority

**AG-621 ATTACHMENT A-1  
FEE FORM**

RF-2 FEE FORM

Cost Proposal for Banking Services for Greater Orlando Aviation Authority

Please complete the pro-forma table as shown below. If the bank uses a different name and/or AFP Code for the service, show bank name and AFP Code in comment section

- Note:** - Items with no volume are not representative of average nine month volume. The Authority does not necessarily utilize all listed services.  
 - Proposer should provide written confirmation of its ability to transact international wire transfer payments in USD and in Foreign currency (occasionally).  
 - Please provide a listing of acceptable foreign exchange currencies as payment and describe the deposit payment process.

**Wells Fargo Bank, N.A.**

*Only Cells in blue can be updated*

AFP Code	Account Services Description	Average Nine (9) Month Volume	Charge per Item	No Charge or No Proposal	Estimated Monthly Fee	Comments
00 0230	Recoupment (FDIC Charges)	\$ 370,000.000	\$ -		\$ -	Recoupment per \$1,000 in Avg Coll Bal (Waived)
<b>Balance &amp; Compensation Information</b>						
01 0000	Account Maintenance	15	\$ 5.0000		\$ 75.00	
01 0020	Zero Balance Master Acct Maint	2	\$ 10.0000		\$ 20.00	
01 0021	Zero Balance Monthly Base	8	\$ 5.0000		\$ 40.00	
01 0100	Debits Posted	231	\$ 0.0400		\$ 9.24	
01 0101	Desktop Deposit -Deposited Credited	5	\$ 1.2500		\$ 5.63	
01 0310	DDA Statement - Paper	10	\$ -		\$ -	
01 0410	Client Analysis Statement - Paper	1	\$ -		\$ -	
<b>General Account Services</b>						
	Bank Confirmation Audit ReQuest	1	\$ -		\$ -	
05 0000	WLBX Remit Processed Expr Mail	20	\$ 2.2500		\$ 45.00	
05 0020	WLBX Post Office Box Rental/Annual	3	\$ 225.0000		\$ 675.00	Pass-thru from USPS (subject to change)
05 002Z	WLBX Image Web Reporting Mthly Base	3	\$ -		\$ -	
05 0100	WLBX Standard Item Processed	519	\$ 0.5000		\$ 259.50	
05 011P	WLBX Restrictive/Special Processing	477	\$ 0.4000		\$ 190.80	
05 011R	WLBX Monthly Base	3	\$ 100.0000		\$ 300.00	
05 011R	WLBX Document Scanned	2,143	\$ 0.0750		\$ 160.73	
05 011R	WLBX Bulk Image Retrieval - Image	2,143	\$ 0.0600		\$ 128.58	
05 0127	WLBX MICR Data Capture per Line	42	\$ 0.1500		\$ 6.30	
05 0129	WLBX Value Added - e-jing	2,265	\$ 0.0200		\$ 45.30	
05 01,E	WLBX Post Office Returned Mail	1	\$ 4.0000		\$ 4.00	
05 0301	WLBX Deposit Cut	46	\$ 2.0000		\$ 92.00	
05 031Z	Lockbox CEO Subscription Per Item	513	\$ -		\$ -	
05 031Z	Lockbox CEO Subscription Mthly Base	3	\$ -		\$ -	
05 0400	WLBX Transmission Monthly Base	3	\$ 125.0000		\$ 375.00	
05 0405	WLBX CD ROM	1	\$ 75.0000		\$ 75.00	Please note GOAA does not use CD ROM.
05 0405	WLBX CD ROM per Image	1	\$ 0.1000		\$ 0.10	Please note GOAA does not use CD ROM.
05 0410	WLBX Pkg US Mail Delivery	18	\$ -		\$ -	
05 0530	WLBX Correspondence/ReMects	14	\$ 0.6500		\$ 9.10	
05 0600	WLBX Day B/W Image Archive	2,143	\$ 0.0150		\$ 32.15	
05 9999	WLBX Remit Cash	1	\$ -		\$ -	
<b>Lockbox Services</b>						
10 0006	Branch Deposit	2	\$ 2.0000		\$ 4.00	
10 0006	Cash Dep/ ver at Teller ZindoZ	2,820	\$ 0.0004		\$ 1.13	
10 0015	Misc Credits Posted	45	\$ 2.0000		\$ 90.00	
10 0100	Cash Vault Monthly Base	5	\$ -		\$ -	
10 0100	CV Cash Only or Ck only Deposit	226	\$ 2.0000		\$ 452.00	
10 0100	Cash Vault Deposit Cash Check	27	\$ 2.0000		\$ 54.00	
10 0104	Cash Vault Envelope Verification	1,393	\$ 0.8000		\$ 1,114.40	
10 0110	Ion-Verified Envelop Processing	1	\$ 0.5000		\$ 0.50	
10 0110	Vault Deposited Coin-Rolled	1	\$ 0.1200		\$ 0.12	
10 0199	Cash Vault Currency Coin Deposited	636,598	\$ 0.0004		\$ 254.64	
10 0220	Deposited Checks - On Us	47	\$ 0.0400		\$ 1.88	
10 0220	Desktop Deposit -Deposited Item On Us	2	\$ 0.0350		\$ 0.07	
10 0224	Desktop Deposit -Deposited Item	5	\$ 0.0350		\$ 0.18	
10 0225	Deposited Checks	348	\$ 0.0400		\$ 13.92	
10 0225	Wholesale Lbx Checks Deposited	519	\$ 0.0400		\$ 20.76	
10 0400	Return Item-Chargeback	2	\$ 1.5000		\$ 3.00	
10 0401	Return Item Special Instructions	2	\$ -		\$ -	
10 0401	Return Item Special Inst Mthly Base	9	\$ -		\$ -	
10 0402	Return Item Redeposited	2	\$ 1.0000		\$ 2.00	
10 0416	CEO Return Item Subscription Per Acct	14	\$ -		\$ -	
10 0416	CEO Return Item Subscription Per Item	43	\$ -		\$ -	
10 0416	CEO Return Item Retrieval-Image	5	\$ 0.2500		\$ 1.25	
10 0416	CEO Return Item Service Mthly Base	12	\$ -		\$ -	
10 0420	Return Item Phone 1otify Mthly Base	1	\$ 30.0000		\$ 30.00	
10 0501	Cash Vault Deposit Adlustrment	4	\$ 7.0000		\$ 28.00	
10 0520	Cash Vault Adl Advice-Fax	1	\$ 1.0000		\$ 1.00	
10 0701	Cash Vault Trans Recap Rpt-Fax	1	\$ -		\$ -	
	Deposited Checks Cash Vault - Region	1	\$ -		\$ -	
	Deposited Checks Cash Vault - Transit	1	\$ -		\$ -	
	Deposited Checks WLBX-Local Clearing	1	\$ -		\$ -	
	Deposited Checks WLBX - Regional	1	\$ -		\$ -	
	Deposited Check WLBX - Transit	1	\$ -		\$ -	
	Return Item Phone 1otification	1	\$ -		\$ -	
<b>Paper Disbursement Services</b>						
15 0030	Positive Pay Monthly Base					2 \$ -
	Positive Payee Validation					1 \$ 0.0200
15 0100	DDA Checks Paid					941 \$ 0.0500
15 0129	Positive Pay Exception Checks Retnd					1 \$ -

**AG-621 ATTACHMENT A-1  
FEE FORM**

RF-2 FEE FORM

Cost Proposal for Banking Services for Greater Orlando Aviation Authority

Please complete the pro-forma table as shown below. If the bank uses a different name and/or AFP Code for the service, show bank name and AFP Code in comment section

- Note:** - Items with no volume are not representative of average nine month volume. The Authority does not necessarily utilize all listed services.  
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**Wells Fargo Bank, N.A.**

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AFP Code	Account Services Description	Average Nine (9) Month Volume	Charge per Item	No Charge or No Proposal	Estimated Monthly Fee	Comments
15 0240	Pymt Auth Max Check Monthly Base	8	\$ 10.0000		\$ 80.00	
15 0240	Check Cashing Threshold Mo Base	8	\$ -		\$ -	
15 0240	OTC Debit Block Monthly Base	8	\$ -		\$ -	
15 0240	Checks Pay to Indiv Block Mo Base	8	\$ -		\$ -	
15 0300	MICR Check ReMeets ! Through	1	\$ 0.8000		\$ 0.80	
15 0310	Positive Pay Checks with no Issue Record	3	\$ -		\$ -	
15 0340	Overdraft Charge / Paid Item	1	\$ 35.0000		\$ 35.00	
15 0410	Stop Payment Online	11	\$ 5.0000		\$ 55.00	
15 0412	Stop Payment - Auto Renewal	32	\$ -		\$ -	
15 0500	WF Check Cashed for Nonacct Holder	4	\$ -		\$ -	
15 0723	Positive Pay Exception-CEO Image	1	\$ 0.2500		\$ 0.25	
15 0810	Printing and Supplies - Vendor (at cost)	4,742	\$ 0.0100		\$ 47.42	Pass-thru from WF's supplies vendor
15 1352	Desktop Deposit Images Retrieved	2	\$ 0.2500		\$ 0.50	
15 1352	Online Image View days-Item	13	\$ 0.2500		\$ 3.25	
15 1352	Online Image View ! days-Item	4	\$ 0.2500		\$ 1.00	
20 0201	ARP Checks Paid - Full Recon	1	\$ 0.0500		\$ 0.05	
	ARP Item Paid No Issue Info-Item	1	\$ -		\$ -	
<b>Paper Disbursement Recon Services</b>						
15 0310	Positive Pay Exceptions - Item	1	\$ -		\$ -	
15 0420	Stop Payment-Operator Assistance	1	\$ 10.0000		\$ 10.00	
20 0010	ARP Monthly Base - Full	2	\$ 35.0000		\$ 70.00	
20 0200	ARP Manual Input Issue Info-Item	1	\$ 0.0350		\$ 0.04	
20 0201	CEO Register Input - Item	4	\$ 0.0350		\$ 0.14	
20 0201	ARP Full Recon-Item	880	\$ 0.0350		\$ 30.80	
20 0306	ARP Statement Mthly Base CEO	2	\$ -		\$ -	
20 0310	ARP Optional Reports	1	\$ -		\$ -	
20 0310	ARP Paper Stmt/Report Mthly Base	1	\$ 10.0000		\$ 10.00	
20 0329	ARP Paper Statement Delivery	1	\$ 5.0000		\$ 5.00	
20 9999	ARP Aged Issue Records on File-Item	107	\$ -		\$ -	
<b>General ACH Services</b>						
25 0000	ACH Vendor Monthly Base	1	\$ 10.0000		\$ 10.00	
25 0102	ACH Two Day Item	2,053	\$ 0.0350		\$ 71.86	
25 0102	ACH One Day Item	1	\$ 0.0350		\$ 0.04	
25 0102	ACH Same Day	1	\$ 0.0800		\$ 0.08	Opt in' required for Non-WF ACHs (Off Us)
25 0201	Electronic Credits Posted	1,069	\$ 0.0400		\$ 42.76	
25 0202	ACH Received Item	875	\$ -		\$ -	
25 0302	ACH Return Item - NOC Info Reporting (Fax) Advice	1	\$ 1.5000		\$ 1.50	
25 0302	ACH Return Item- Mail Advice	1	\$ 1.5000		\$ 1.50	
25 0302	ACH Return Item - Info Reporting Advice	1	\$ 1.5000		\$ 1.50	
25 0400	ACH CEO Return Subscription - Item	23	\$ -		\$ -	
25 0400	ACH CEO Return Subscription - Acct	1	\$ -		\$ -	
25 0501	ACH Transmission Charge	2	\$ 5.0000		\$ 10.00	
25 0620	ACH Delete - Item	1	\$ 10.0000		\$ 10.00	
25 0620	ACH Delete/Reverse-Batch/File	1	\$ 10.0000		\$ 10.00	
25 0642	ACH reversal item	1	\$ 10.0000		\$ 10.00	
25 0703	ACH CEO Subscription - Account	14	\$ -		\$ -	
25 0703	ACH CEO Subscription - Item	594	\$ -		\$ -	
25 0710	ACH Mail Service	1	\$ 10.0000		\$ 10.00	ACH Customer Reports
25 1010	ACH Special Investigation	1	\$ 30.0000		\$ 30.00	
25 1050	ACH CEO Fraud Filter Review Mo Base	13	\$ 10.0000		\$ 130.00	
25 1050	ACH CEO Fraud Filter Stop Monthly Base	1	\$ 10.0000		\$ 10.00	
25 1052	ACH CEO Fraud Filter Stop-Item	1	\$ -		\$ -	
25 1053	ACH CEO Fraud Filter Review - Item	1	\$ -		\$ -	
25 1070	ACH Return Item- Fax Advice	2	\$ 1.5000		\$ 3.00	
25 1070	ACH Fraud Filter Review-Item Fax	2	\$ -		\$ -	
<b>EDI Payment Services</b>						
30 0000	Payment Manager Monthly Base	1			\$	
30 0010	CEO Treas Info Rpt EDI Subs Mobase	4			\$	
<b>Wire &amp; Other Funds Transfer Service</b>						
01 0100	Debits Posted				1 \$	
25 0201	Electronic Credits Posted				1 \$	
30 0010	Receivable Report Email Mthly Base				1 \$	
30 0100	Electronic Commerce Direct Trans				1 \$	
30 0221	Payment Mgr Secure Email Service				1 \$	
30 0300	Payment Manager Set Up				1 \$	
35 0100	Wire-Outgoing Domestic - CEO				20 \$	
35 0113	WIRE - Outgoing Intl USD - CEO				2 \$	
35 0115	Wire Out XBDR FX - CEO				1 \$	
35 0120	Wire - Book Transfer - CEO				8 \$	
35 0300	Wire In Domestic				74 \$	
35 0310	Wire In - International				11 \$	
35 0510	Wire Out Domestic-Auto Standing				20 \$	
35 0551	Wire Template Storage Mthly Base				1 \$	

**AG-621 ATTACHMENT A-1  
FEE FORM**

RF-2 FEE FORM

Cost Proposal for Banking Services for Greater Orlando Aviation Authority

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**Wells Fargo Bank, N.A.**

*Only Cells in blue can be updated*

AFP Code	Account Services Description	Average Nine (9) Month Volume	Charge per Item	No Charge or No Proposal	Estimated Monthly Fee	Comments
35 9999	Wire Interbank Clearing	1	\$ 20.0000		\$ 20.00	
35 9999	Wire Monthly DDA Base - Voice	3	\$ -		\$ -	
35 9999	Wire Security PIN Monthly Base	6	\$ -		\$ -	
35 9999	Wire In Repair Surcharge	1	\$ 9.0000		\$ 9.00	
35 9999	Wire Out Repair Surcharge	1	\$ 9.0000		\$ 9.00	
	Payment Manager ReMect Repair	1	\$ -		\$ -	
	Wire Out Intl Voice Non Repetitive	1	\$ 15.0000		\$ 15.00	
	Wire In Drawdown	1	\$ 5.0000		\$ 5.00	
<b>Information Services</b>						
40 0003	Desktop Deposit Monthly Base	2	\$ 20.0000		\$ 40.00	
40 0003	Wire Detail Rpt Subscription-Acct	15	\$ -		\$ -	
40 0051	ARP Stmt & Rpts (CSV/Excel) Base	2	\$ -		\$ -	
40 0052	CEO Prev Day Subscription Mthly Base	17	\$ 10.0000		\$ 170.00	
40 0055	CEO Intraday Subscription Mthly Base	16	\$ 10.0000		\$ 160.00	
40 0222	CEO Event Messaging Service-Email	707	\$ -		\$ -	
40 0272	CEO Previous Day Item Loaded	2,568	\$ -		\$ -	
40 0272	ARP Stmt & Rpts (CSV/Excel) Item	4,514	\$ -		\$ -	
40 0274	Wire Detail Rpt Subscription-Item	778	\$ -		\$ -	
40 0274	CEO Intraday Item Viewed	107	\$ -		\$ -	
40 0340	CEO Search	45	\$ -		\$ -	
40 0340	CEO wire inquiry detail-per item	2	\$ -		\$ -	
40 0800	Electronic Window Extended Stor 120	6,995	\$ -		\$ -	
40 0800	Info Reporting History Storage 60	733	\$ -		\$ -	
<b>Other Services</b>						
45 9999	Inst Brokerage Maps Billing	1	\$ -		\$ -	Pass-Thru Custody fees to Account Analysis
60 9999	Deposited Check - Canadian	1	\$ 3.5000		\$ 3.50	
60 9999	Returned Foreign Check	1	\$ 30.0000		\$ 30.00	
<b>Additional Services Required to Meet Scope of RFP Services (insert lines if needed)</b>						
10 0701	Cash Vault Deposit Report - Email		\$ -		\$ -	
10 0701	Cash Vault Trans Recap Report - Email		\$ -		\$ -	
15 0300	M CR Check Rejects Through 1%		\$ -		\$ -	
15 0300	M CR Check Rejects Over 2%		\$ 1.7500		\$ -	
60 9999	Deposited Check On Foreign Bank		\$ 3.5000		\$ -	
60 9999	Deposit Posted Foreign Checks		\$ 3.0000		\$ -	
60 0102	Foreign Check Collection		\$ 75.0000		\$ -	
15 1350	Image File Import Maintenance Per Product		\$ 100.0000		\$ -	
05 0425	Image File Import Per Item		\$ 0.0350		\$ -	
	Pricing to be provided upon reTuest for Additional Solutions		\$ -		\$ -	

**Base BanNing Services:**

**Average Monthly Analyzed Charges**  
**Estimated Monthly Compensating Balance Required**  
**Balance Required to Support \$1.00 of Service (E' from below)**

Proposed Estimated Annual Cost	
(Average Monthly Analyzed Charges x 12)	
\$ 6,634.38	<b>\$ 9 1 . 9</b>
\$ 4,612,475	Calculates when figures below are entered
\$ 695.24	Calculates when figures below are entered

**Balance Required to Support \$1.00 of Service:**

Earnings Credit Rate	ECR	1.75%	Target Fed Funds minus 25 bps.
Average Monthly Analyzed Charges	A	\$ 6,634.38	
Average Monthly Analyzed Charges p Earnings Credit	B	\$ 379,107.55	Calculates when figures are entered

Enter Reserve Amount (if applicable to Bank's calculation) C  
 Estimated Monthly Compensating Balance ReTuired D  
**Balance Required to Support \$1.00 of Analyzed Charges (D A)** E

\$ -	
\$ 4,612,475	Calculates when figures are entered
\$ 695.24	Calculates when figures are entered

## SECRETARY'S CERTIFICATE

### WELLS FARGO BANK, NATIONAL ASSOCIATION

I, Debra L. McCombs, hereby certify that I am an Assistant Secretary of Wells Fargo Bank, National Association, a national banking association organized and existing under the laws of the United States of America (the "Bank"), and I hereby further certify as follows:

1. The following is a true and correct extract from resolutions duly adopted by the Board of Directors of the Bank on May 15, 2018, and no modification, amendment, rescission or revocation of such resolutions has occurred affecting such extract as of the date of this certificate:

RESOLVED, that agreements, instruments, or other documents, including amendments and modifications thereto, relating to or affecting the property or business and affairs of the Bank, whether acting for its own account or in a fiduciary or other representative capacity, may be executed in its name by the persons hereinafter authorized;

RESOLVED, that for the purposes of these resolutions, "Senior Executive Officer" shall mean any person appointed, designated or otherwise elected President, Chief Executive Officer, Senior Executive Vice President, Executive Vice President or designated an Executive Officer by resolution of the Board of Directors of the Bank, and "Signing Officer" shall mean any Senior Executive Officer, any Senior Vice President, the Treasurer, any Vice President, any Assistant Vice President, any person whose title includes the word "Officer" (e.g., Commercial Banking Officer, Personal Banking Officer, Trust Officer), or any other person whose title has been or is hereafter designated by the Board of Directors as a title for an officer of the Bank, and such officers are hereby authorized to sign agreements, instruments and other documents on behalf of the Bank in accordance with the signing authorities conferred in Parts A, B and C of these resolutions;

\*\*\*

#### B. Vice Presidents and Above

RESOLVED, that any Senior Executive Officer, any Senior Vice President and any Vice President, acting alone, may execute on behalf of the Bank:

1. Deeds, leases, assignments, bills of sale, purchase agreements and other instruments of conveyance to purchase, sell, lease or sublease to or from a third party real property, or any interest therein, and any and all management agreements, construction contracts, permits and other contracts or documents required to be executed or delivered to or filed with any person, entity or jurisdiction in the course of the management, maintenance,



improvement and/or operation of any real or personal property owned, held or leased by the Bank for its own account; *provided, however*, that such agreements, instruments and other documents may also be signed as hereinafter provided with respect to real property acquired by the Bank in connection with collateral for a loan.

2. Confidentiality agreements, bonds of indemnity and powers of attorney (including any instruments revoking such power of attorney); *provided, however*, that (a) proxies to vote stock in a corporation or to vote other interests in other legal entities or to service or enforce the Bank's rights with respect to real property and (b) stock and bond powers may also be signed as hereinafter provided.

#### C. Signing Officers

RESOLVED, that any Signing Officer, acting alone, may execute on behalf of the Bank, whether acting for its own account or in a fiduciary or other representative capacity:

\*\*\*

15. Agreements (including any amendments, terminations and any other documents or ancillary agreements related thereto) and proposals to provide services to or receive services from third parties.

\*\*\*

#### D. Designated Signers; Other Officers; Certification; Effect of Previous Resolutions

\*\*\*

RESOLVED, that for purposes of the foregoing resolutions, the signing authority of a Senior Managing Director shall be equivalent to that of an Executive Vice President, the signing authority of a Managing Director shall be equivalent to that of a Senior Vice President, the signing authority of a Director shall be equivalent to that of a Vice President, and the signing authority of an Associate shall be equivalent to that of an Assistant Vice President;

\*\*\*

2. On the date hereof, the following person was a duly appointed, qualified and acting officer of the Bank, that their correct titles appears beside their names, and that on said date they were duly authorized to act on behalf of the Bank as set forth in the foregoing resolutions:



Name	Title
Charles Reid Andrews	Director
Linda A. Hallowell	Director
Robert S. Harris	Director
Laurel E. Hill	Director
Norman P. Hornaday, Jr.	Director
Stephen Lenehan	Director
Vincent Mattio	Director
William H. Taylor	Director
Graham P. Allen	Executive Vice President

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Bank this 19th day of October, 2022.



  
 \_\_\_\_\_  
 Debra L. McCombs, Assistant Secretary

\* \* \* Redacted [Indicates portions of the resolution which have been omitted because they are not relevant to the transaction for which this certificate has been requested.]