

RESOLUTION 2023-DD

**A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON,
APPROVING A CONTRACT FOR BANKING SERVICES
WITH UMPQUA BANK**

WHEREAS, pursuant to RCW 39.58.080, Town funds must be deposited in a qualified public depository located in the State of Washington; and

WHEREAS, in order to ensure it is receiving the best deal available for banking services, the Town issued a Request for Proposal for Primary Banking Services, specifically contacting seventeen qualified public depositories within 25 miles of the Town; and

WHEREAS, six proposals were received in response to the Request for Proposal, all of which were then reviewed by Town staff and Finance Committee; and

WHEREAS, the Town's current contract for banking services is with Columbia Bank, who has since merged with Umpqua Bank; and

WHEREAS, Umpqua Bank was recommended by the Finance Committee to act as the qualified public depository for the Town based on branch location, services available, service level, overall cost, quality of references and financial strength; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON,
HEREBY RESOLVES AS FOLLOWS:**

THAT: The Mayor is authorized to sign a five-year contract with Umpqua Bank, a copy of which is attached as Exhibit A.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 14th day of August 2023.

David Baublits, Mayor

ATTEST:

Miranda Doll, Town Clerk

RESOLUTION 2023-DD



UMPQUA BANK

Together for better

Building economic vitality together for the greater good. We are passionately focused on helping clients thrive through proactive partnership banking.

April 2023

Table of Contents

| | |
|----------------------------------|----|
| Welcome to Umpqua Bank | 2 |
| Umpqua Bank Company Profile | 3 |
| Servicing Team | 5 |
| Qualifying Conditions to Propose | 6 |
| Required Banking Services | 7 |
| References | 9 |
| Banking Service Fees | 10 |
| Banking Service Contract | 12 |

Welcome to Umpqua Bank

Town of Eatonville,

On behalf of Umpqua Bank, thank you for the consideration and opportunity to demonstrate our best-in-class approach to banking partnerships. It would be a great privilege to continue our longstanding relationship.

We firmly believe that Umpqua Bank is more than capable of meeting your needs as our focus is to deliver superior and personalized service. While we may be the largest independent bank in the Pacific Northwest, we continue to view ourselves as a relationship-driven bank that serves the unique needs of the local communities.

Proactive Partnership is the basis of the Umpqua Bank philosophy. Cultivating long term banking relationships is the goal of all internal Umpqua Bank partners and it is reflected in our commitment to collaboration to finding the best solutions for our customers.

Long term collaboration and partnership allows all active participants to thrive and we look forward to partnering for many years to come.

Best Regards and we appreciate the opportunity to continue to partner with you.

David Ragan



VP, Treasury Management Consultant

The West's Premier Banking Experience



Umpqua Bank offers a strong value proposition for businesses and families throughout the West: a deeply connected family of financial brands focused on combining premier banking capabilities with a community bank mindset.

With a diverse lending portfolio, enhanced liquidity and a customer base spanning a broad geography, our company has the size, scale and capabilities to provide confidence and opportunity for families and businesses of all sizes.

By leveraging these strengths, we're able to deliver our trademark brand of relationship-based service throughout the West. We take the time to understand each of our client's and community's unique needs, providing local expertise backed by our regional support network to help them prosper.

Financial Profile: Columbia Banking System, Inc. ("Columbia"), parent company of Umpqua Bank.

1

Strength in Numbers

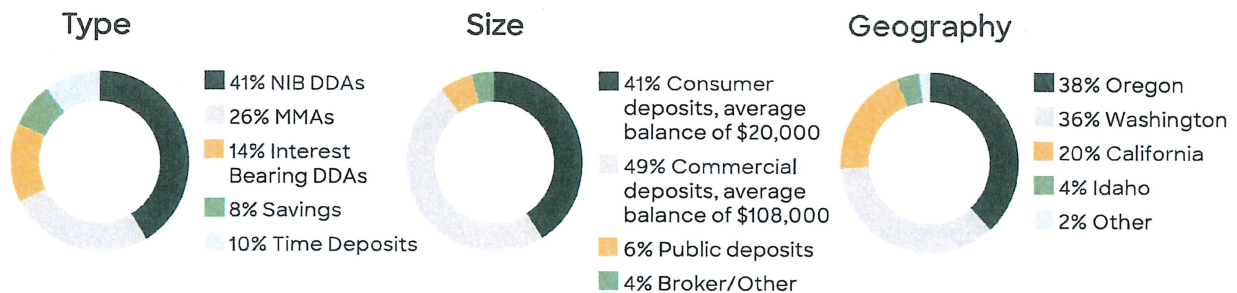


Umpqua Bank and Columbia maintain capital ratios above well-capitalized thresholds. Columbia's common equity tier 1 capital ratio was 8.9% and its total risk-based capital ratio was 11.0% at March 31, 2023.¹

¹Information above as of March 31, 2023. Regulatory capital ratios are estimates pending completion and filing of Columbia's regulatory reports.

2

Deposit Profile Is Diversified and Granular



Our varied deposit products and services provide our customers with flexibility and improve the stability of our deposit base. Our average consumer and commercial account balances are \$20,000 and \$108,000 respectively. Our average overall customer balance is \$36,000.²

Note: All financial metrics contained in this document are as of March 31, 2023, with the exception of the deposit breakout by geography, which is as of June 30, 2022 and sourced from S&P Global Market Intelligence. Totals may not sum to 100% due to rounding.

²Excludes public and brokered deposit balances. This is a non-GAAP financial measure.



**UMPQUA
BANK**

Substantial Liquidity Supports Flexibility

| OFF-BALANCE SHEET LIQUIDITY | | TOTAL AVAILABLE LIQUIDITY | |
|------------------------------------|--------|--|---------|
| FHLB Availability | \$5.5B | Total Off-Balance Sheet Liquidity | \$9.7B |
| Federal Reserve | \$3.6B | Cash and Equivalents (less reserve requirements) | \$3.4B |
| Uncommitted Lines with Other Banks | \$0.6B | Excess Bond Collateral | \$4.8B |
| Total Off-Balance Sheet Liquidity | \$9.7B | Total Available Liquidity | \$17.9B |

Columbia's total available liquidity was \$17.9 billion at March 31, 2023, representing 33% of assets, 43% of total deposits, and 121% of uninsured deposits. Uninsured deposits were 36% of total deposits at March 31, 2023.

Strong Credit Quality Metrics

- 0.14% Non-Performing Assets to Total Assets
- 0.23% Net Charge-Offs to Average Loans and Leases (Q1 2023, annualized)
- 1.18% Allowance for Credit Losses³
- 1.46% Allowance for Credit Losses, Inclusive of Credit Discount³

³Allowance for credit losses metrics are presented as a percentage of loans and leases. Allowance for credit losses inclusive of credit discount includes the credit discount remaining at March 31, 2023 that relates to the merger of Columbia and Umpqua Holdings Corporation that was completed on February 28, 2023.

Credit Ratings

| UMPQUA BANK | FITCH ⁴ | KBRA ⁵ | S&P ⁶ |
|--|--------------------|-------------------|------------------|
| Long-term Issuer / Senior Unsecured Debt | BBB+ | A | BBB |
| Subordinated Debt | - | A- | - |
| Short-term Issuer / Short-term Debt | F2 | K1 | A-2 |
| Long-term Deposits | A- | A | - |
| Short-term Deposits | F2 | K1 | - |
| Outlook | Stable | Stable | Stable |

| COLUMBIA BANKING SYSTEM, INC. | FITCH ⁴ | KBRA ⁵ | S&P ⁶ |
|--|--------------------|-------------------|------------------|
| Long-term Issuer / Senior Unsecured Debt | BBB+ | A- | BBB- |
| Subordinated Debt | - | BBB+ | - |
| Short-term Issuer / Short-term Debt | F2 | K2 | A-3 |
| Outlook | Stable | Stable | Stable |

⁴ Fitch Ratings as of May 10, 2022. Visit www.fitchratings.com for additional background.

⁵ KBRA as of March 1, 2023. Visit www.kbra.com for additional background.

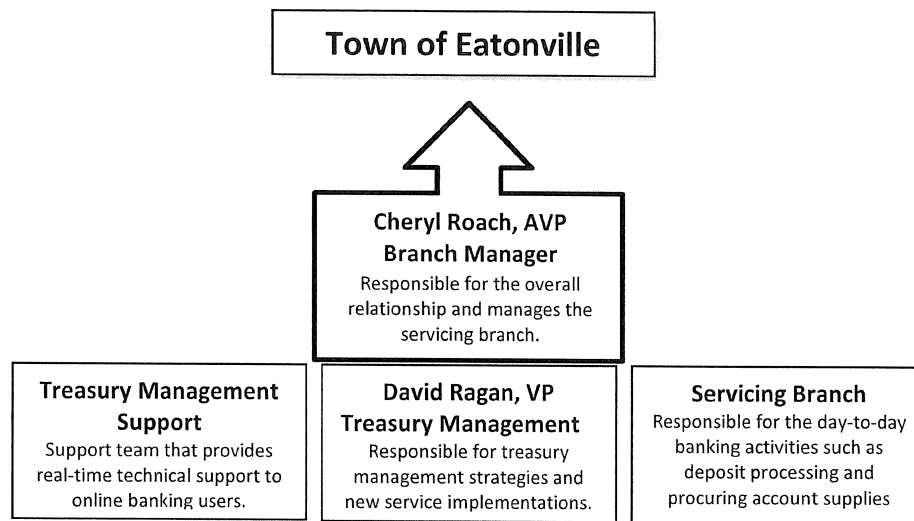
⁶ S&P Global Ratings as of March 1, 2023. Visit www.spglobal.com/ratings for additional background.



Servicing Team

Umpqua Bank utilizes a team approach to servicing its public sector clients. Each member of your service team brings expertise in their respective disciplines: Treasury Management strategies, branch banking, and online banking support.

Online banking user support is provided by a team of Treasury Management professionals that are available Monday through Friday from 7:00 AM to 6:00 PM. able to help on all components of online banking including ACH, wires, mobile banking, remote deposit, fraud prevention systems, sweep services, lockbox services, etc.



Servicing Branch

176th & Meridian
17208 Meridian Ave E
Puyallup, WA 98375

Amenities:

- Night depository
- Drive-up banking
- Safe deposit box
- Walk-up ATM

Lobby & Drive-Up Hours:

| | |
|------------|-----------|
| Mon – Thur | 9AM - 5PM |
| Fri | 9AM - 6PM |
| Weekend | Closed |
| ATM | 24/7 |



Conditions Qualifying a Banking Institution to Propose

1. Location Within 25 miles of the Town of Eatonville, WA

A proposer must be a federal or State of Washington chartered banking institution with branch banking facilities located within 25 miles of the Town of Eatonville. (Yelm 20.1, Graham 15.3, Puyallup 24.4)

Umpqua Bank is a state-chartered bank, located at: 17208 Meridian E, Puyallup, WA 98375, 19 miles from The Town of Eatonville.

2. Designated Depository

A proposer must be designated by the Washington Public Deposit Protection Commission as a qualified public depository. The qualified designation must remain in effect for the duration of the Banking Services Contract. The Town reserves the right to cancel its Banking Services Agreement without notice if the bank ceases to be a qualified public depository per the Washington Public Deposit Protection Commission.

Umpqua Bank is designated as a qualified public depository, by the Washington Public Deposit Protection Commission.

3. Required Financial Information

The proposer must provide copies of all documents required by state law (Public Fund Protection Act of 1969, Chapter 193) to the Town Clerk. The banking institution must meet or exceed the requirements outlined therein.

Upon request, Umpqua Bank will provide the requested documentation to The Town of Eatonville.

4. Transferring Ownership

The Town also reserves the right to cancel its Banking Service Agreement without notice if the bank is sold or merged with another bank.

The Town may cancel its Banking Service Agreement without notice, if the bank is sold or merged with another bank. Umpqua Bank requests a ninety (90) day written notice of termination.



Required Banking Services

The Town of Eatonville maintains the following accounts:

1. **General Checking Account.** This account is used to conduct the major Town of Eatonville banking activity including deposit and check activity, ACH and wire activity and payroll direct deposits.

The Town may maintain the existing General Checking account with Umpqua Bank

2. **Utilities Deposit Checking Account.** This account is used to deposit and refund utility deposits.

The Town may maintain the existing Utilities Deposit account with Umpqua Bank

3. **Transportation Benefit District Savings Account.** This account is used to maintain funds that are direct deposited from the State of Washington once a month.

The Town may maintain the existing Transportation Benefit District account with Umpqua Bank

4. **Investment Account.** This account is used for the purpose of investment.

The investment account will pay the WA Local Government Investment Pool rate plus 0.05%. Umpqua Bank's rates will change with the Pool, on a monthly basis.

5. **KeyBank checking account.** This account is used to deposit daily cash payments. A check is written daily for the cash amount and scanned into Columbia Bank with the checks from the day.

Service Requirements:

1. On-line banking services for daily reporting of fund balances, stop payment requests, detailed debits and credits, allow multiple users with different security level access, provide electronic funds transfer services within the Town of Eatonville accounts, image access for all checks, electronic statements.

Business Online Banking gives clients the flexibility to easily and securely make everyday checking, savings, & loan transactions. In addition, Online Banking provides:

- Real-time and historic balances and transactions
- View check and deposit images
- Transfer funds between Umpqua accounts, including loan payments
- Unlimited Business Bill Pay
- Online statements and notices
- Check reorders
- Download account data to Quicken® and Quickbooks®



- Keep track of accounts with email or text alerts
- Check accounts on the go with Biz Mobile Banking
- Easily deposit checks using Biz Mobile Deposits

2. Payroll Direct Deposit processing, allowing employees to select the bank of their choice.

Direct Deposit: Pay employees by depositing payroll directly into employee's bank accounts, at any financial institution in the continental United States. ACH/Direct Deposit can also be used for expense reimbursement, dividends, and other payments.

3. Interest earnings accounts.

Umpqua Bank offers interest earning accounts, for business and public funds entities. The investment account will pay the WA Local Government Investment Pool rate plus 0.05%. Umpqua Bank's rates will change with the Pool, on a monthly basis.

4. ACH Transactions, acceptance of ACH credits and debits.

Utilize the ACH option for both collections and disbursements, eliminating the costs associated with paper checks. Services include direct deposit, direct debit, business-to-business payments, and cash concentration allows you to pay vendors, distribute payroll and collect dues and payments.

5. Wire Transfers

Umpqua's Wire Transfer Services allows clients to quickly and easily originate one-time or recurring wire transfers via online banking or through their local branch. Customers benefit from same-day settlement of funds wired to domestic accounts. Online wires to foreign accounts are supported in either USD or foreign currencies. Clients can also receive online confirmations of outgoing wires that include bank and FED reference numbers.

6. Remote Image Deposits

Save time and money depositing checks using Remote Deposit Capture. Clients scan their checks and transmit them right from the convenience of their desktop. Deposits submitted by 8:00 p.m. PST will be credited to their Umpqua Bank account the same day.

- Improved cash flow: Faster collections can optimize working capital and improve cash flow
- Reduce banking fees: Customers can avoid unnecessary costs associated with delivering check deposits to the bank, and reduce (or eliminate) courier costs
- Minimize risk: Deposits can be made from an office reducing the risk of fraud or theft compared to sending someone to the bank. We also employ state-of-the-art technology to detect duplicates, reject images of poor quality, and measure deposit totals against expected and customary deposits

References

City of Milton

1000 Laurel St
Milton, WA 98354

Contact: Michelle Robbecke 253-517-2704 mrobbecke@cityofmilton.net

City of Lacey

420 College Street SE
Lacey, WA 98503

Contact: Troy Woo 360-438-2624 twoo@ci.lacey.wa.us

City of Black Diamond

25510 Lawson St
Black Diamond, WA 98010

Contact: Shane O'Neill 360-851-4505 soneill@blackdiamondwa.gov

Town of Wilkeson

540 Church St
Wilkeson, WA 98396

Contact: Marie Wellock 360-829-0790 clerk@townofwilkeson.com



Banking Service Fees

The following analysis is based on The Town of Eatonville's May 2023 activity. Pricing shall remain, with an Earnings Credit Rate (ECR) of 0.38%

| Service Details | | | | |
|-------------------------------------|--------|---------|-----------------|---------------------|
| Service Description | Volume | Price | Total Fee | Required Balance |
| General Account Services | | | | |
| Monthly Account Maintenance | 2 | 15.0000 | 30.00 | 92,954.10 |
| Business Premium | 1 | 25.0000 | 25.00 | 77,461.75 |
| Stop Payment - Online Initiated | 2 | 30.0000 | 60.00 | 185,908.20 |
| Deposit Assessment Fee | 1,344 | 0.1300 | 174.72 | Waived |
| Depository Services | | | | |
| Remote Capture Deposit | 26 | 0.3500 | 9.10 | 28,196.08 |
| Checks Paid | 104 | 0.1800 | 18.72 | 58,003.35 |
| ACH Credits | 72 | 0.1400 | 10.08 | 31,232.58 |
| ACH Debits | 16 | 0.1400 | 2.24 | 6,940.57 |
| Deposited Items: On Us | 23 | 0.0500 | 1.15 | 3,563.24 |
| Deposited Items: Local FED | 322 | 0.0500 | 16.10 | 49,885.36 |
| Returned Deposit Item | 1 | 0.0000 | 0.00 | 0.00 |
| Interest Paid | 1 | 1.0000 | 1.05 | 3,253.39 |
| ACH Origination Services | | | | |
| ACH Online Monthly Maint | 1 | 0.0000 | 0.00 | 0.00 |
| ACH Batches Originated | 2 | 7.5000 | 15.00 | 46,477.05 |
| ACH PPD Credits Originated | 50 | 0.1400 | 7.00 | 21,689.29 |
| Fraud Prevention Services | | | | |
| Check POS Pay Acct MO Maint | 1 | 50.0000 | 50.00 | 154,923.50 |
| POS Pay Scrubbed Exception | 4 | 0.0000 | 0.00 | 0.00 |
| Online Banking Services | | | | |
| Advanced Image Search MO Maint | 1 | 0.0000 | 0.00 | 0.00 |
| Premium Reporting | 1 | 0.0000 | 0.00 | 0.00 |
| Multi User Business Online Banking | 3 | 0.0000 | 0.00 | Waived |
| Prior Day Account Maint. | 4 | 0.0000 | 0.00 | Fee-based |
| Bus Online Extended History - 12 MO | 1 | 0.0000 | 0.00 | 0.00 |
| Remote Deposit Services | | | | |
| Remote Dep MO Maint | 1 | 50.0000 | 50.00 | 154,923.50 |
| Remote Dep Additional Locations | 1 | 0.0000 | 0.00 | 0.00 |
| Remote Dep Additional Accounts | 2 | 0.0000 | 0.00 | 0.00 |
| Total Analyzed Fees | | | \$295.44 | \$915,411.96 |
| Total Fee-Based Fees | | | \$0.00 | |
| Total Waived Fees | | | \$174.72 | |
| Total Hard Charges | | | \$0.00 | |

| |
|-----------------|
| Results Summary |
|-----------------|

Analyzed Results

| | |
|--|-----------------|
| Earnings Credit at 0.380000% of Earnings Balance Basis | \$430.57 |
| Less Total Analyzed Fees | \$295.44 |
| Analyzed Results | <u>\$135.13</u> |
| Results Transferred In | \$135.13 |
| Total Analyzed Result | <u>\$135.13</u> |

Fee-Based Results

| | |
|----------------------------------|---------------|
| Total Fee-Based Fees | \$0.00 |
| Fee-Based Results | <u>\$0.00</u> |
| Fee-Based Results Transferred In | \$0.00 |
| Total Fee-Based Results | <u>\$0.00</u> |

The total analyzed credit of \$135.13 was waived.

BANKING SERVICES AGREEMENT

I. PARTIES

This Agreement for Banking Services (the "Agreement") is made and executed this _____ day of _____, 2023, by and between the _____ (hereinafter, the "Agency"), and Umpqua Bank an Oregon state chartered bank with its principal place of business located at 1 SW Columbia, Suite 1200, Portland OR 97258 (the "Bank").

II. RECITALS

1. WHEREAS, the Agency issued a Request for Proposals ("RFP") for certain products and services to be offered by Bank (the "Banking Services"); and
2. WHEREAS, the Bank was the successful bidder in response (the "Bid Response") to the CITY's RFP for Banking Services; and
3. WHEREAS, the Agency desires to enter into an Agreement with the Bank for the performance of the Banking Services identified in the Agency's RFP; and
4. WHEREAS, the Bank is agreeable to performing such Banking Services for the Agency in accordance with the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual benefits to the Agency and the Bank and in consideration of the terms and conditions specified below, the parties agree as follows:

III. SCOPE OF BANKING SERVICES

The Bank shall furnish all labor, materials, and supplies necessary to perform the required Banking Services as stated in the Bid Response attached as Exhibit A and incorporated by this reference. Notwithstanding anything to the contrary in the RFP or Bid Response, the Bank shall not provide any merchant processing services. All performance of Banking Services under this Agreement shall meet all applicable requirements of the state and federal law.

IV. TIME OF PERFORMANCE

The Bank shall commence performance of the Banking Services for the Agency on _____, 2023 and this Agreement shall be in effect for a term of five (5) years. Within sixty days of the expiration of this Agreement, and upon mutual consent between the Agency and the Bank, the Agreement may be extended for an additional two (2) one (1) year periods (each an "Extension Period"), provided that during the Agreement and each Extension Period:

1. the Bank is in compliance with the terms and conditions of the Agreement, and
2. sufficient funds have been appropriated by the Agency in the Annual Budget for payment of the Banking Services to be performed by the Bank under the terms of this Agreement.

The total term of this Agreement shall not exceed Nine (9) years.

V. COMPENSATION

- A. the Bank shall be paid at the specified rate for each of the Banking Services required by the Agency as set forth in Exhibit A.
- B. The Bank shall debit the Agency deposit account on a quarterly basis for Banking Services rendered under this Agreement and in accordance with the compensation methods defined in Exhibit A, the Bank shall be compensated in accordance with the Agency's usual procedures.

VI. INDEPENDENT CONTRACTOR

The parties acknowledge that the Bank's relationship with the Agency under this Agreement is that of debtor and creditor; no fiduciary, quasi-fiduciary, or special relationship exists between the Agency and the Bank. Further, the Bank is an independent contractor with respect to the Banking Services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither the Bank nor any employee of the Bank shall be entitled to any benefits accorded Agency employees by virtue of the performance of Banking Services provided under this Agreement. The Agency shall not, for any reason, be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State industrial insurance program, or otherwise assuming the duties of an employer with respect to the Bank, or any employee of the Bank.

VII. INSURANCE

The Bank shall maintain insurance appropriate to its industry and financial condition. All such insurance shall be primary over any coverage held by the Agency. The Bank shall provide to the Agency written verification of compliance acceptable to the Agency prior to commencing performance of Banking Services under this Agreement, which verification shall be attached to the Agreement as Exhibit B. The Bank may self insure.

VIII. TERMINATION

- A. Termination for Convenience: Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party at the notice address set forth in Section I. The Agency shall pay the Bank only for the Banking Services completed by the Bank in accordance with this Agreement.
- B. Termination for Cause: If (1) either party materially breaches this Agreement, which breach is not cured within thirty (30) days by the breaching party, after written notice is given to the breaching party specifying the breach in reasonable detail, or (2) either party repeatedly breaches this Agreement within thirty (30) days after being given written notice specifying the breaches in reasonable detail, then the party not in breach may, by giving written notice

thereof to the breaching party, terminate, as of an effective date specified in such notice of termination. The parties may also terminate any account or service agreements as otherwise may be provided therein.

IX. GENERAL PROVISIONS

A. Integrated Agreement The Agency acknowledges that it may be required to enter into separate standard account and service agreements regarding the Banking Services. The separate standard account and service agreements will contain terms and conditions specific to each Banking Service. The entire and integrated agreement between the Agency and the Bank related to the Banking Services shall consist of this Agreement, the Bank's standard account and service agreements and any applicable service-level agreements in connection with the Banking Services (including their respective user documentation and set-up forms), the Bank's Bid Response and the Agency's RFP as modified by the Bid Response. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) the applicable account or services agreement and/or terms and conditions, (2) this Agreement, (3) the Bid Response and (4) the RFP. The integrated agreement supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Services.

B. Assignment Except for assignment by Bank to a parent, subsidiary or affiliate of Bank ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

C. Limitation of Liability EXCEPT FOR ANY DAMAGES ARISING WITH RESPECT TO DEATH OR PERSONAL INJURY, PROPERTY DAMAGE, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (e.g., LOST PROFITS), WITH RESPECT TO THIS AGREEMENT, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

D. Waiver A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

E. Choice of Law All questions concerning the validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Oregon, and venue for any action in court for the interpretation of the terms of this Agreement shall lie in Multnomah County, Oregon.

F. Compliance with Laws Both parties shall comply with all applicable federal, state, local laws, regulations, and Agency ordinances in the performance of the Banking Services for the Agency under the terms of this Agreement.

G. Authorized Signatures. By their signatures below, each party represents that they are fully authorized to sign for and on behalf of the named principal above.

H. Notice. Any notice required to be served under this Agreement shall be in writing, in English, and shall be transmitted by overnight courier to the parties at the addresses in this Agreement (Section 1) or such other addresses as may be specified by such written notice.

I. Change. No amendment, modification, or supplement to this Agreement, nor any waiver of any term or breach of this Agreement, shall be valid unless in writing signed by an authorized representative of the party against whom it is to be enforced. No delay or failure in enforcing, or any partial enforcement of any right or remedy regarding this Agreement (whether through a course of dealing or otherwise) shall be deemed a modification or waiver of that or any other right or remedy, nor shall it preclude any enforcement or further enforcement of that or any other right or remedy.

J. Survival. The following parts of this Agreement shall survive any expiration or termination of this Agreement: Section IX (C) (Limitation of Liability) and Section IX (K) (CONFIDENTIALITY), as well as any other provisions of this Agreement or any Bank account or service agreement, by their nature, are naturally intended to survive an expiration or termination of this Agreement or any Bank account or service agreement.

K. CONFIDENTIALITY. The terms of this Agreement shall be at all times subject to that certain Confidentiality and Nondisclosure Agreement dated _____, 2023.

L. Severability. If any term, covenant, or condition of this Agreement is held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained in this Agreement.

SIGNATURES APPEAR ON NEXT PAGE

Dated this ____ day of _____, 2023.

By: _____

Title: _____

Date: _____

UMPQUA BANK



By: David Ragan

Title: VP, Treasury Management Consultant

Date: _____

Approved as to form:
