

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 08-197

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION, OPERATING AS U.S. BANK CANADA (REQUEST FOR PROPOSALS P-42-08)

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be hereby authorized to execute an agreement between The Corporation of the City of Peterborough and U.S. Bank National Association, operating as U.S. Bank Canada in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 15th day of December, 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

 CORPORATE PAYMENT SYSTEMS
Commercial Card Application

The Commercial Card Program Application preceding these Terms and Conditions (the “**Application**”) is submitted by the entity identified on the Application and executing the authorization therein (“**Company**”) to U.S. Bank National Association operating through its Canada branch (“**U.S. Bank Canada**”) for the purpose of requesting that U.S. Bank Canada establish a Commercial Card Program (defined below) for Company in Canada, and such of its subsidiaries or affiliates in Canada (including joint ventures and companies in which Company has a substantial investment) as Company may designate to U.S. Bank Canada in writing while this Agreement is in effect, so long as such subsidiary or affiliate is and remains approved by U.S. Bank Canada, as participant(s) (known hereafter as “**Participant**” and “**Participants**”) in Canada. Company shall furnish a list to U.S. Bank Canada designating such Participant(s) and business names, if business activities are conducted under a name other than the Company’s. Company shall have the right to exclude any Participant or employee from the Commercial Card Program upon written notice to U.S. Bank Canada. In the event U.S. Bank Canada approves the Application of Company, then these Terms and Conditions, the Application, the information set forth in the Application and any related terms imposed or provided by U.S. Bank Canada to Company shall govern the Commercial Card Program offered by U.S. Bank Canada to Company and Participants (this “**Agreement**”). This Agreement shall become effective upon the date of approval of the Application by U.S. Bank Canada and issuance of Cards to Company and/or Participants (“**Cards**”) and establishment of Accounts (defined below) as provided in Section 1 below (the “**Effective Date**”). This Agreement is entered into for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Company and U.S. Bank Canada, and each of Company and U.S. Bank Canada intend to be legally bound by this Agreement.

1. SCOPE OF COMMERCIAL CARD PROGRAM. The Commercial Card Program is a business purpose charge card (“**Card**”) designed for use by Company, Participants and their Cardholders (defined below) that provides the ability to use the Card for one or more of the following types of expenses, based on the type of program selected on the Application:

- Travel and entertainment related business expenses (“**T&E Function**”) utilizing a Corporate Card or U.S. Dollar Corporate Card
- Goods and services related to the business activities of Company and/or Participant (“**Purchasing Function**”) utilizing a Purchasing Card
- Combination of T&E Function and Purchasing Function on a single Account (defined below) utilizing a One Card

Company and/or Participant shall designate to U.S. Bank Canada individuals who are authorized to incur expenses on behalf of Company and/or Participant and who are to receive Cards (“**Cardholders**”) and/or be issued Account numbers (“**Accountholders**”) and, collectively with Cardholders, “**Holder**”) by submitting to U.S. Bank Canada completed, duly authorized applications, in a format specified by U.S. Bank Canada with the exception of U.S. Dollar Corporate Card Accounts. If a Card or Account is used for transactions in a country other than Canada, the Statement (defined below) shall reflect the conversion into Canadian dollars of transactions that occurred in a different currency and an applicable exchange rate. For U.S. Dollar Corporate Card Accounts, if a Card or Account is used for transactions in a country other than the U.S., the Statement (defined below) shall reflect the conversion into U.S. dollars of transactions that occurred in a different currency and an applicable exchange rate. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement and any Cardholder Agreement provided to Cardholder when the Card is issued, as it may be amended from time to time. “**Account**” means any account established by U.S. Bank Canada pursuant to this Agreement in the name of Company, its Participants and/or Holders, to which Debt (defined below) is charged, regardless of whether or not a Card is issued. “**Visa**” shall mean, collectively, without limitation, Visa Canada Association and Visa International Service Association, Inc.

2. BILLING. Payment to U.S. Bank Canada by Company, Participants, or Holders (as applicable) for the Commercial Card Program will only be accepted in the form of an electronic payment method approved by U.S. Bank Canada. Based upon the billing option offered to Company under this Agreement, U.S. Bank Canada will send to Company, Participant or Holder a periodic billing statement (“**Statement**”), which will itemize all transactions for the billing period with respect to such Account(s). The amount shown on the Statement as “**Total Payment Due**” shall be due and payable in the currency associated with the Account (i.e., U.S. Dollars for U.S. Dollar Corporate Card Accounts and Canadian Dollars for all other Accounts) within the Payment Term (defined below). Depending upon Company’s eligibility, U.S. Bank Canada may offer a biweekly or monthly Billing Cycle, as described herein. “**Billing Cycle**” means the period of time from which a Statement is generated until the next Statement is generated. “**Payment Term**” means the period of time after the end of a Billing Cycle within which Total Payment Due must be received.

2.1 Biweekly Billing Cycle and Central Billing. If a biweekly Billing Cycle is in effect, all transactions will be billed every fourteen (14) days. U.S. Bank Canada remits Statements on all Accounts directly to Company or Participant for payment to U.S. Bank Canada and with this option, U.S. Bank Canada will post all transactions to a Cardholder Account that will roll up to a central account of Company or Participant (“**Central**

Account”) for billing or will bill all transactions directly to a Central Account (collectively, this process is defined as “**Central Billing**”). Company or Participant will receive one or more Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account transactions. Payment for all Accounts with Central Billing on a Biweekly Billing Cycle will have a seven (7) day Payment Term. Company or Participant shall pay the Total Payment Due to U.S. Bank Canada within the seven (7) day Payment Term.

2.2 Monthly Billing Cycle. If a monthly Billing Cycle is in effect, all transactions will be billed on the same numerical day each month (“**Cycle Date**”). Subject to approval by U.S. Bank Canada, the billing options offered to Company and its Participants for a monthly Billing Cycle include:

(a) **Central Billing.** U.S. Bank Canada remits Statements on all Accounts directly to Company or Participant for payment to U.S. Bank Canada. The Payment Term for all Accounts with Central Billing on a monthly Billing Cycle is fourteen (14) days after the Cycle Date. Company or Participant shall pay the Total Payment Due to U.S. Bank Canada within the fourteen (14) day Payment Term.

(b) **Split Billing.** Company or Participant may select billing options based upon the Purchasing Function or the T & E Function:

(i) All Purchasing Function Accounts receive Central Billing. The Payment Term for Central Billing Accounts on a monthly Billing Cycle is fourteen (14) days after the Cycle Date. Company or Participant shall pay the Total Payment Due to U.S. Bank Canada within the fourteen (14) day Payment Term.

(ii) U.S. Bank Canada remits Statements on all Accounts directly to Cardholders for all T&E Function Accounts (“**Individual Billing**”), excluding any Accounts established without the issuance of Cards. The Payment Term for Individual Billing Accounts is twenty five (25) days after the Cycle Date. Cardholders receive a Statement at the conclusion of each monthly Billing Cycle and are responsible for ensuring the Total Payment Due is paid within the Payment Term. Company or Participant may elect to receive one or more summary statements or reports showing all transactions billed to Cardholder Accounts. In the event Cardholder fails to pay the Total Payment Due within the Payment Term, U.S. Bank Canada shall bill Company and/or Participant and Company shall be liable for all Debt as provided in Section 3 of this Agreement.

(c) **Individual Billing.** If Company utilizes a Corporate Card or U.S. Dollar Corporate Card, Company can select Individual Billing for all Accounts, as defined in the previous paragraph.

3. LIABILITY. Company is solely liable to U.S. Bank Canada for all purchases, cash advances, charges, fees, and other transactions made or incurred on all Cards and Accounts (“**Debt**”) under this Commercial Card Program. Without limiting the foregoing, Company agrees that it is liable for all Debt incurred by all Participants and Holders.

4. LIABILITY WAIVER. Company is protected by the “**Visa® Liability Waiver Program**” established by Visa in the event of fraudulent use of the Commercial Card Program, provided that Company promptly notifies U.S. Bank Canada of the fraudulent activity and complies with the terms and conditions of the Visa Liability Waiver Program as provided by Visa. Company acknowledges and agrees that liability waiver benefits are subject to the Visa Liability Waiver Program rules, restrictions, limitations and exclusions and the Visa Liability Waiver Program and related terms (including, but not limited to, the amount of coverage) may be canceled, modified or amended at any time and without notice to Company at the sole discretion of Visa Canada Association. Visa provides coverage for any Company with more than five (5) Cardholders, up to one hundred thousand (\$100,000.00) Canadian dollars per Cardholder.

5. DELINQUENCY. If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank Canada by Company, Participant and/or the Cardholder within the Payment Term any unpaid portion of the Total Payment Due will be shown on subsequent Statements as the “**Past Due Amount.**” U.S. Bank Canada shall have the right to suspend or cancel any Account that is delinquent for a period exceeding two (2) Billing Cycles. U.S. Bank Canada shall have the right to bill “**Delinquency Fees**” on all delinquent Accounts as specified in Section 8.2 below. U.S. Bank Canada shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent Debt or other amount on any Account.

6. DISPUTED BILLINGS. All disputes regarding charges or billings for the Commercial Card Program shall be communicated in writing to U.S. Bank Canada at the address provided on the Statement. U.S. Bank Canada must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect transaction first appeared. Visa regulations govern the resolution of all billing disputes.

7. CLOSED, LOST OR STOLEN CARD OR COMPROMISED ACCOUNTS. Company or Participant shall immediately notify U.S. Bank Canada by telephone at (800) 588-8065 followed by a written confirmation addressed to, U.S. Bank Canada, 120 Adelaide Street West, Suite 2300, Toronto, Ontario M5H 1T1 in the event of: (i) termination of employment

of any Holder and/or termination of Holder's access to the Commercial Card Program or any cancelled Card or closed Account; (ii) any lost or stolen Card or compromised Account; or (iii) any compromised information regarding Cards, Accounts and/or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Holder information. Company or Participant shall provide sufficient information as may be requested by U.S. Bank Canada for U.S. Bank Canada to act on such notifications. The liability of Company is limited to the period of time from when notification should have been received to when notification is actually received and only for those transactions that U.S. Bank Canada cannot either charge back to the merchant or collect directly from the Cardholder. Company and/or Participant is liable for all use, unauthorized or otherwise, of the Card and/or Account until U.S. Bank Canada receives written notification of closure of a Card or an Account, the lost or stolen Card and/or compromised Account.

8. FEES. U.S. Bank Canada may assess Company (including Participant and/or Cardholder) and Company shall pay any of the following fees in connection with the Commercial Card Program. All fees posted to an Account will be in the currency associated with that Account (i.e., U.S. Dollars for U.S. Dollar Corporate Card Accounts and Canadian Dollars for all other Accounts).

8.1 NSF Fee. If a payment on an Account is returned unpaid, U.S. Bank Canada may charge a non-sufficient funds fee ("NSF") of twenty five (\$25.00) dollars.

8.2 Delinquency Fee. If an Account is not paid in full by the due date indicated on the Statement, U.S. Bank Canada may charge a Delinquency Fee of: (a) 2.5% of Past Due Amount if not paid by second Billing Cycle (b) 2.5% of Past Due Amount if not paid by third Billing Cycle, and (c) 2.5% of Past Due Amount if not paid for each subsequent Billing Cycle.

8.3 Foreign Currency Conversion Fee. U.S. Bank Canada will charge a foreign currency conversion fee of 2.5% of the transaction amount in the foreign currency multiplied by the applicable exchange rate.

8.4 Cash Advance Fee. U.S. Bank Canada will assess a Cash Advance Fee in the amount of two and a half percent (2.5%) of each cash advance transaction, with a minimum cash advance Fee of two (\$2.00) dollars per cash advance transaction.

8.5 Logo Embossing. One-time fee of seven hundred fifty Canadian Dollars (\$750.00) to set up hot-stamping of Company's and/or Participant's logo on the Commercial Card plastic. A six to eight week delay may occur with Card issuance and implementation. Company shall be responsible for verification of logo design and shall indemnify and hold U.S. Bank Canada harmless from any usage of such logo on any Card.

9. REBATES. Subject to the terms and conditions of this Section 9 and this Agreement, U.S. Bank Canada will provide a financial incentive as a percentage of Annual Spend of Company and/or Participant in the form of a rebate ("Rebate") to Company based on the Annual Spend. "Annual Spend" is defined as transactions incurred by Company and/or Participant on all Accounts less cash advances, fees, fraudulent charges, charge backs, charges qualifying for large transaction interchange rates and Charge-offs for each twelve (12) month period beginning with the first such period following the Effective Date. "Charge-off" shall mean any amount due and owing to U.S. Bank Canada or its affiliates by Company, Participant and/or Holder that remains unpaid for one hundred fifty (150) days after the date that it was first billed. In order to obtain a Rebate, Company, Participant and/or Cardholder will need to have paid the Total Payment Due within the Payment Term as provided in Section 2 above. In addition, Company and/or Participant shall maintain an Average Transaction Size of two hundred fifty Canadian Dollars (\$250.00) or greater ("Average Transaction Size" is calculated by dividing Annual Spend in the Commercial Card Program by the total number of transactions). Provided all of the requirements of this Section 9 are satisfied, Company will earn a Rebate, less any Charge-offs, in the amount of:

- 5 basis points (0.05%) of Rebate for Annual Spend of \$3,000,000.00 - \$3,999,999.99
- 7.5 basis points (0.075%) of Rebate for Annual Spend of \$4,000,000.00 - \$4,999,999.99
- Company may receive a Rebate addendum with a customized rebate program for Annual Spend of five million Canadian Dollars (\$5,000,000.00) and greater

10. CONFIDENTIALITY. U.S. Bank Canada considers the Commercial Card Program to be a unique service involving proprietary information of U.S. Bank Canada. Company and Company on behalf of each Participant agrees that the Commercial Card Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Company or Participant, and only to the extent necessary for Company or Participant to participate in the Commercial Card Program. U.S. Bank Canada agrees that it will maintain all non-public data relative to Company or Participant and its Account(s) under the Commercial Card Program as confidential information. U.S. Bank Canada agrees to use such data

regarding Company or Participant exclusively for the provision of services to Company or Participant hereunder and not to release such information to any other party; provided, however, that U.S. Bank Canada must disclose Account, Holder, Participant, Company and/or transaction information to Visa, third-party service providers, merchants, merchant processors and legal, law enforcement or regulatory authorities, during the course of normal business operations. U.S. Bank Canada may collect, maintain and, at its option, disseminate information and data concerning charge activity of Company or Participant provided that such data does not contain any direct or indirect identification of Company or Participant. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Commercial Card Program as herein described.

11. COLLECTION AND USE OF PERSONAL INFORMATION. In compliance with Canadian law, U.S. Bank Canada has adopted the U.S. Bank Canada Privacy Pledge ("Privacy Pledge") that may be modified from time to time by U.S. Bank Canada at its discretion, a current copy of which is available upon request. U.S. Bank Canada may collect, use, retain and transmit personal information about Cardholders to the extent provided for in the Privacy Pledge. At the time Company requests Card or an Account on behalf of a new or proposed Cardholder, U.S. Bank Canada shall provide such Cardholder with the then current Privacy Pledge and shall obtain such Cardholder's consent to the matters addressed by the Privacy Pledge as required by applicable law. Company acknowledges that certain jurisdictions, including without limitation the federal government of Canada and several Provinces therein, regulate and limit the exchange of personally identifiable information of individuals and that, if such individuals have not provided consent to such exchange and disclosure, then such laws may restrict the flow of information to and from U.S. Bank Canada, Company (including any affiliates), and/or Visa. Company understands and agrees that to the extent that personally identifiable information is requested by Company: (a) Company shall comply with all applicable privacy laws; (b) Company shall provide reasonable assistance to U.S. Bank Canada in complying with and arranging for Company's affiliates and/or Cardholders to comply with such privacy laws and the Privacy Pledge; and (c) Commercial Card Program products and services requested by Company shall not be activated without the necessary consents under or in connection with all applicable privacy laws and the Privacy Pledge.

12. TERM, TERMINATION AND SUSPENSION. This Agreement shall remain in effect for the initial term of five (5) years from the Effective Date and shall continue thereafter until terminated in accordance with this Section 12. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. Notwithstanding the foregoing, U.S. Bank Canada shall have the right to terminate this Agreement immediately, by written notice of such termination to Company upon any one (1) or more of the following events: (i) dissolution or liquidation of Company and/or Participant; (ii) insolvency of Company and/or Participant or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or Company and/or Participant enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of Company and/or Participant; and (iv) any failure to perform a material obligation of this Agreement. Upon termination of this Agreement for any reason, Company and/or Participant shall return all Cards, cut in half, and return all confidential or proprietary information of U.S. Bank Canada to U.S. Bank Canada. Company shall remain liable for all Debt incurred or arising by virtue of the use of a Card or Account prior to the termination date. Upon cancellation of an Account or termination of this Agreement, Company, Participant and/or Holder shall cancel the billing of all recurring transactions to an Account ("Trailing Transactions"). Notwithstanding any term to the contrary, Company is solely liable to U.S. Bank Canada for all Trailing Transactions. U.S. Bank Canada may suspend any Card and/or Account at any time for any reason. Rights, obligations or liability, which arise prior to the suspension or termination of this Agreement, shall survive the suspension or termination of this Agreement.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY, PARTICIPANT(S), U.S. BANK CANADA, OR ANY AFFILIATE OF U.S. BANK CANADA BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

14. WARRANTIES. Each party represents and warrants to the other that this Agreement is valid, binding and enforceable and the execution of this Agreement and the performance of its obligations are within such party's powers, has been authorized by all necessary action and does not constitute a breach of any other agreement or duty arising in law or equity. Company represents and warrants to U.S. Bank Canada that all information provided to U.S. Bank Canada is true, complete and accurate, it has and continues to comply with all applicable laws, rules, regulations and requirements of governmental authorities related to the use of the Card and/or participation in the Commercial Card Program and it possesses the financial capacity to

perform all of its obligations under this Agreement at the Effective Date and upon each transaction or use of a Card or Account during the term of the Agreement. Any breach of this Section 14 shall constitute a material breach of this Agreement and, upon written notice, the non-breaching party may immediately terminate this Agreement.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK CANADA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO COMPANY OR TO ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THIS AGREEMENT OR THE COMMERCIAL CARD PROGRAM.

15. **FINANCIAL INFORMATION.** Company shall deliver to U.S. Bank Canada as soon as available, and in any event not later than thirty (30) days after the completion of the audit, Company's audited financial statements prepared by independent certified public accountants selected by Company. Company authorizes U.S. Bank Canada to obtain, from time to time, from any other source, including an affiliate of U.S. Bank Canada, any credit or financial information on Company held by such source. Company further agrees to provide to U.S. Bank Canada from time to time, other such information regarding the business, operations and financial condition of Company as U.S. Bank Canada may reasonably request.
16. **CREDIT LIMITS AND CREDIT LINE.** Based on the available financial information, U.S. Bank Canada shall establish a Credit Limit (defined below) for each Account and a Credit Line (defined below) for all Accounts established for Company and Participant pursuant to this Agreement. U.S. Bank Canada, at its sole discretion, shall have the right to revise Credit Limits on individual Accounts and/or the aggregate Credit Line for all Accounts. U.S. Bank Canada shall provide contemporaneous notice to Company of any decrease in a Credit Limit that results in a revised Credit Limit that is lower than the current amount due on the Account. Prior to the effective date of any decrease in the Credit Limit and/or Credit Line, Company shall have ten (10) days to make a payment to U.S. Bank Canada on one or more Accounts that is sufficient to reduce the outstanding aggregate amount due to an amount that is less than the revised Credit Limit and/or Credit Line. U.S. Bank Canada, at its sole discretion, has the right to revise Credit Limits, the Credit Line and/or limit spending activity on any Accounts. "Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid on an Account. "Credit Line" means, with respect to all Accounts, the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Accounts of Company.
17. **CHANGE IN TERMS OF THE AGREEMENT.** U.S. Bank Canada may change the terms of this Agreement at any time by giving Company notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future transactions. If Company does not accept the changes, Company must notify U.S. Bank Canada in writing within twenty-five (25) days of the notification date of the change in terms, pay all Debt in full for all Accounts to U.S. Bank Canada, according to the terms of the existing Agreement and return the Cards, cut in half, to U.S. Bank Canada. Use of the Card or Account by Company or Cardholder after the notification date of the change in terms constitutes acceptance of the change, even if the twenty-five (25) days have not passed.
18. **MERCHANT CATEGORY CODES.** U.S. Bank Canada will implement standard charge authorization procedures designed to prevent or restrict usage of Cards or Accounts for purchases based on merchant category code ("MCC"). Company may modify the standard MCC restrictions requested by Company at any time upon written notice to U.S. Bank Canada. Participant may modify the standard MCC restrictions requested by Participant at any time upon written notice to U.S. Bank Canada. MCC restrictions do not apply to cash advance transactions. U.S. Bank Canada has no liability for transactions declined or approved contrary to the intent of Company. MCC restriction capabilities are limited to the extent accurate MCC data regarding the transaction authorization request is received and the accurate designation of such MCC by Visa and merchant. MCC designation is determined by Visa and the merchant.
19. **ANCILLARY SERVICES.** Upon request by Company or Participant and approval by U.S. Bank Canada, Company or Participant may utilize ancillary and/or software services provided in connection with this Commercial Card Program. U.S. Bank Canada and/or a third-party service provider may make such services available to Company or Participant. Company or Participant agrees to the terms of such services, including, but not limited to granting authority to disclose Commercial Card Program data of Company, Participant and/or Cardholder to such third-party service provider in connection with such third-party services, as provided on any access, use or subscriber agreement provided when accessing any software service or ancillary service or as otherwise provided on any addendum or schedule to this Agreement.
20. **REGISTERED MARKS AND TRADEMARKS.** Neither party has any right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party.
21. **NOTICES.** Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank Canada and Company or a Participant, all notices, requests and other communication provided for hereunder must be directed to the other party at the respective addresses indicated on the Application or in these Terms and Conditions and, unless otherwise specified herein, must be in writing, postage prepaid, hand delivered or by any electronic means approved by U.S. Bank Canada. Either party may change its notification address by written notice to the other.
22. **GOVERNING LAW.** The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the Province of Ontario, without giving effect to the conflict of law principles thereof, and federal laws of Canada applicable in the Province of Ontario.
23. **PROGRAM ADMINISTRATOR.** Company and/or Participant shall designate a representative to serve as the primary point of contact between the parties, and such representative shall be trained and have thorough knowledge of Commercial Card Program and be authorized to provide U.S. Bank Canada with the information necessary to establish Accounts, Account records and Cards and other information regarding the Commercial Card Program.
24. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that this agreement may not be assigned by Company without the prior written approval of U.S. Bank Canada.
25. **CUSTOMER SERVICE.** Company, Participant and/or Holder may contact U.S. Bank Canada customer service center twenty four (24) hours a day, seven (7) days per week at (800) 588-8065 for Commercial Card Program customer service.
26. **REGULATORY ACKNOWLEDGEMENTS.** In connection with the Commercial Card Program offered by U.S. Bank Canada to Company under this Agreement, Company acknowledges the following:
 - 26.1 Deposits, if any, with U.S. Bank Canada are not insured by Canada Deposit Insurance Corporation;
 - 26.2 U.S. Bank Canada is authorized to carry on business in Canada pursuant to the Bank Act (Canada);
 - 26.3 U.S. Bank Canada's primary supervisor in the United States of America, The Office of the Comptroller of Currency, is responsible for the supervision of the total business and affairs of U.S. Bank Canada;
 - 26.4 The business of U.S. Bank Canada in Canada is supervised by the Office of the Superintendent of Financial Institutions, located at 255 Albert Street, Ottawa, Ontario K1A 0H2, whom Company may contact for further information in this connection;
 - 26.5 Complaints by Company and/or Holders regarding U.S. Bank Canada should first be directed to U.S. Bank Canada at the telephone number and address set forth above, secondly, to a third party complaints resolution organization, if any, of which U.S. Bank Canada is a member as identified by U.S. Bank Canada at the time a complaint is made and thirdly, in writing to the Financial Consumer Agency of Canada, 6th Floor, Enterprise Building, 427 Laurier Ave. West, Ottawa, Ontario K1R 1B9; and
 - 26.6 In addition to the governing law referenced in Section 22 above, for Commercial Card Programs offered by U.S. Bank Canada, including, but not limited to, Cards issued and/or Central Accounts established in Canada, or Commercial Card Program products or services issued in Canada, Visa Canada Association and Visa International rules and regulations govern all transactions using or effected under or in connection with such Cards, Accounts, products or services.
27. **LANGUAGE.** U.S. Bank Canada and Company have expressly requested that the Agreement and all related documents, including invoices and Cardholder Agreements, be drawn up in the English language. U.S. Banque Canada et le titulaire ont expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés dans la langue anglaise.
28. **MISCELLANEOUS.** In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Company acknowledges that it has been advised to obtain independent legal advice prior to entering into this Agreement and by entering into this Agreement Company represents that it did obtain whatever independent legal advice it considered appropriate and sufficient. Any rule of construction or interpretation to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement.

The creditor and issuer of U.S. Bank Commercial Cards is U.S. Bank National Association operating through its Canada branch ("U.S. Bank Canada")

SECTION 1 Company Commercial Card Program Type Selection

Please select your company commercial card program type request.

- Corporate Card
 Purchasing Card
 U.S. Dollar Corporate Card
 One Card

SECTION 2 Company Information

Your Legal Company Name ("Company") _____

DBA or Company Name to be embossed on card(s) (Limit to 21 letters and spaces) _____

Card Program Contact	Title Contact	Phone Number
----------------------	---------------	--------------

Company Physical Mailing Address	City	Province	Postal Code
----------------------------------	------	----------	-------------

Company Phone Number	Company Fax Number	Contact E-mail
----------------------	--------------------	----------------

Annual Company Sales	Total Annual Budget Less Payroll	Estimated Annual Spend	Number of Travellers
----------------------	----------------------------------	------------------------	----------------------

Type of Organization:

- Corporation (Public)
 Corporation (Private)
 Partnership
 Government
 Other
 If any of the above AND Non-Profit

Is your Company Rated by Dun and Bradstreet or D&B Canada?
 Yes No If Yes, Duns Number _____

Do you conduct business/transactions in a foreign country?
 Yes No

If Yes, what countries and the nature of business and/or transactions? _____

SECTION 3 Billing Method

Please select your preferred billing option. Each option is described in the attached Terms and Conditions. U.S. Bank Canada reserves the right to modify this selection based on Company qualification. Standard billing option is monthly.

- Central Billing for all Accounts
 Central Billing for Purchasing Function Accounts and Individual Billing for T&E Function Accounts
 Individual Billing for all Accounts (available only for Corporate Card and U.S. Dollar Corporate Card)

SECTION 4 Optional Features and Fees

- Yes Check "Yes" to add your Company's logo to your Commercial Card program. There is a one-time setup fee of seven hundred fifty (\$750.00) Canadian Dollars for this option. By sending your logo to U.S. Bank Canada you represent and warrant that Company has the right to use the logo and you agree to protect and indemnify U.S. Bank Canada against any claim of impermissible use.
 No

SECTION 5 Financial Requirements

Unless already supplied to U.S. Bank Canada, please attach a copy of three (3) years audited financial statements along with a completed Corporate Certificate of Authority. To expedite your Application, please ensure the Application is completely filled out, signed and all requested documents are attached before submitting. If financial statements are older than six (6) months, please attach interim financials.

SECTION 6 Identification Requirements

U.S. Bank Canada requires Company to provide its legal entity name, street address and other information that will allow U.S. Bank Canada to identify and verify the existence of each Company entity prior to establishing an Account for such entity. U.S. Bank Canada reserves the right to require that Company, and Company agrees to, promptly provide to U.S. Bank Canada sufficient identification documents upon request.

APPLICANT AUTHORIZATION AND EXECUTION

By completing this Commercial Card Program Application (this "Application"), Company acknowledges and agrees that: (i) all information provided in this Application is true, complete and accurate and Company has authority to provide such information and complete this Application; (ii) it requests that U.S. Bank Canada establish a Commercial Card Program and Accounts in the name of Company and issue Cards to its designated employees and representatives in accordance with the Terms and Conditions attached to this Application (the "Terms and Conditions"); (iii) U.S. Bank Canada will review this Application and may, in its sole and absolute discretion and upon such additional terms as may be imposed by it, grant such request, but that U.S. Bank Canada is under no obligation to approve this Application; (iv) Company shall be bound by the Terms and Conditions and that the Terms and Conditions comprise an integral part of the Agreement; and (v) U.S. Bank Canada is authorized to investigate, obtain, and exchange reports and information regarding Company, this Application, any Accounts, any Participants and the authorized officer executing this Application, with credit reporting agencies, and others with legitimate legal or business needs for such reports or information. If this Application is approved by U.S. Bank Canada, in its sole and absolute discretion, Company acknowledges and agrees that the Terms and Conditions, together with the Application, the information set forth in the Application and such other terms as may be imposed by U.S. Bank Canada, shall constitute the Agreement between Company and U.S. Bank Canada, which Agreement shall become effective on the Effective Date as referenced in the Terms and Conditions. Capitalized terms that are used in this Application but not defined herein shall bear the meaning ascribed thereto in the Terms and Conditions.

Company certifies to U.S. Bank Canada that the person executing this Application is authorized by Company in accordance with its constating documents, organization rules, applicable resolutions or grants of authority and applicable law to bind the Company to the Agreement, including the authority to incur Debt in the name of the Company. Company certifies that the signer's authorization to bind the Company and incur Debt in the name of the Company is evidenced by the following:

- The signer is an officer as indicated within the Company's audited annual financial report (no additional information may be needed).
- The signer has been granted authority by previous board resolution (attach copy of board resolution certified by Corporate Secretary).
- Company is a government entity and the signer is a duly authorized contracting officer (attach copy of contracting warrant).
- Company has completed the U.S. Bank Canada Corporate Certificate of Authority (attach original completed Certificate).

By signing below, each individual signing this Application in his or her capacity as an authorized signing officer of Company and not in his or her personal capacity, certifies and warrants that: (a) all action required by Company's organizational documents to authorize the signer(s) to act on behalf of Company in all actions taken under the Agreement, including but not limited to, the authority to incur Debt on behalf of Company, has been taken; (b) each signer is empowered in the name of and on behalf of Company to enter into all transactions contemplated in the Agreement; and (c) the signatures appearing on all supporting documents of authority are authentic. Company has read, understood and agrees to the Agreement, including without limitation this Application, the Terms and Conditions and any other terms imposed by U.S. Bank Canada and U.S. Bank Canada is entitled to act in reliance upon the authorizations and certifications set forth in this Application.

▼ In witness whereof, Company has, by its duly authorized signer, executed this Application.

Legal Name of Company

Signature

Date

Printed Name

Printed Title

FOR U.S. BANK CANADA USE ONLY

DATE of OSFI/NCCT _____ Searched by _____

OFFICER CODE _____ TM _____ IPM _____ AM _____

Billing Type Approved:

- Central Billing for all Accounts
- Central Billing for Purchasing Function and Individual Billing for T&E Function Accounts

**U.S. BANK COMMERCIAL CARD PROGRAM APPLICATION
TERMS AND CONDITIONS**

PERFORMANCE REBATE ADDENDUM

This Performance Rebate Addendum (“**Rebate Addendum**”) is entered into, by and between U.S. Bank National Association (“**U.S. Bank**”) and the entity identified herein and executing this Rebate Addendum as “**Company**”, and constitutes an addendum to and modification of the U.S. Bank Commercial Card Program Application Terms and Conditions, dated _____, 200__ (the “**Commercial Card Agreement**”) between Company and U.S. Bank. This Rebate Addendum shall become effective upon signing by or on the behalf of U.S. Bank (“**Effective Date**”) and supersedes any previous and like addenda with Company.

U.S. Bank shall extend to Company the following revenue sharing opportunity:

1. a) U.S. Bank will pay to Company a portion of its aggregate Net Annual Charge Volume through a rebate (“**Performance Rebate**”). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Addendum Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

Table A	
File Turn Days	Performance Rebate Percentage
29	1.06%
28	1.08%
27	1.10%
26	1.12%
25	1.14%
24	1.16%
23	1.18%
22	1.20%

b) No Revenue Share calculation shall be made unless a) the File Turn Days Payment Performance for all Account Statements is equal to or less than twenty-nine (29) File Turn Days; and b) the Net Annual Charge Volume is equal to or greater than one million Canadian Dollars (\$1,000,000.00). Any Revenue Share payment made pursuant to this Rebate Addendum will be net of accumulated Charge-offs resulting from participation in U.S. Bank or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated. The first Revenue Share payment, if any, shall be made within ninety (90) days after the end of the Addendum Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.

c) U.S. Bank will calculate the File Turn Days Payment Performance for the Addendum Year to find the Rebate Percentage on Table A for the Performance Rebate. Annually, U.S. Bank will multiply the Rebate Percentage by the Net Annual Charge Volume for that same Addendum Year. The result will be the gross Revenue Share. U.S. Bank will subtract any Charge-offs that have not been subtracted at any time during any of the past Addendum Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Addendum Year will be subtracted from one (1) or more of the following Addendum Years. Upon termination of the Commercial Card Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank may request, and Company agrees to reimburse, U.S. Bank up to the dollar amount previously paid by U.S. Bank to Company.

d) U.S. Bank predicates the pricing contained herein on the industry business model used to regulate interchange rates. Should a material change in the industry business model occur either in the 1) interchange rates (from those rates in effect as of the Effective Date of this Rebate Addendum) or 2) regulation of such interchange rates, U.S. Bank shall have the right to negotiate a new offering with Company. If the parties cannot reach an agreement on the new offering, either Party may terminate this Commercial Card Agreement upon sixty (60) days prior written notice.

e) U.S. Bank shall pay to Company a pro rata portion of its Performance Rebate and Volume Rebate pursuant to the U.S. Bank Commercial Card Master Agreement, dated March 14, 2005 between Company and U.S. Bank (the “**Previous Revenue Share Agreement**”), earned from the beginning of the previous Addendum Year to the

Effective Date herein (the “**Previous Revenue Share Payment**”). The Previous Revenue Share Payment, if any, shall be paid within ninety (90) days after the Effective Date herein.

2. Capitalized terms used in this Rebate Addendum and not otherwise defined in this Rebate Addendum are used with the same respective meanings attributed thereto in the Commercial Card Agreement. “**Account**” means any account number to which Charges and payments may be posted. “**Addendum Year**” means a twelve (12) month period beginning with the first such period following the Effective Date of this Rebate Addendum. “**Charge-off**” means any amount due and owing to U.S. Bank or its Affiliates by Company, including its Cardholders, that remains unpaid for one hundred fifty (150) days after the date that it was first billed. “**File Turn Days**” means the number of days from the date U.S. Bank funds a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates. “**File Turn Days Payment Performance**” means the average speed of repayment of Charges made for each Addendum Year. “**Fraudulent Charges**” means those Charges which are not initiated, authorized or otherwise requested by Company, its Affiliates, and/or a Cardholder. “**Net Annual Charge Volume**” means all charges set forth on the statements furnished for all Accounts of Company, less fees, cash advances, Fraudulent Charges, chargebacks, charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each twelve (12) month period beginning with the first such period following the Effective Date of this Rebate Addendum. “**Revenue Share**” is the Performance Rebate. “**Rebate Percentage**” means the Performance Rebate Percentage.

3. Company expressly agrees that the terms and conditions of this Rebate Addendum are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank’s prior written consent, which may be exercised at its sole option.

4. If the Commercial Card Agreement is terminated prior to the end of the Addendum Year by Company without cause or by U.S. Bank with cause, in addition to any other remedies available to U.S. Bank, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Company.

5. Except to the extent that the Commercial Card Agreement is expressly or implicitly modified by this Rebate Addendum, all terms and conditions of the Commercial Card Agreement remain in full force and effect.

In witness whereof, the parties hereto have, by their duly authorized representatives, executed this Rebate Addendum.

Dated this ____ day of _____, 200__	Dated this ____ day of _____, 200__
By Company:	By U.S. Bank:
<u>City of Peterborough</u> (Company Name)	<u>U.S. Bank National Association</u> (Company Name)
_____ (Signature of Authorized Signer)	_____ (Signature of Authorized Signer)
<u>Brian Horton</u> (Printed Name of Authorized Signer)	<u>Robert T. Abele</u> (Printed Name of Authorized Signer)
<u>City Treasurer</u> (Printed Title of Authorized Signer)	<u>Executive Vice President</u> (Printed Title of Authorized Signer)
_____ (Signature of Authorized Signer)	
_____ (Printed Name of Authorized Signer)	
_____ (Printed Title of Authorized Signer)	

CORPORATE CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Corporate Certificate of Authority has been completed on behalf of the following organization (the "**Organization**"):

Organizational Name: City of Peterborough

Federal Tax Identification Number: 11909 1973

2. **Authorized Persons.** In accordance with the governance rules relating to the Organization, the following individuals (the "**Authorized Person(s)**") are authorized, on behalf of the Organization, to execute and deliver to U.S. Bank National Association ("**USB**") the applicable USB commercial card program agreement(s), any applicable addenda thereto and any other documents or writings required by USB (collectively, the "**Documents**") for the purpose of establishing one (1) or more commercial card programs, extending credit and providing related services to the Organization with USB in Canada (collectively, the "**Services**"):

Name	Title	Signature
Brian Horton	City Treasurer	

3. **Execution Requirements.** The governance rules relating to the Organization require the following number of Authorized Persons to sign the Documents for the Services (choose only one):

- One (1) Authorized Person
- Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of Customer and not in his or her personal capacity, certifies and warrants that (a) all action required by Customer's organizational documents to authorize the signer(s) to act on behalf of Customer in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of Customer, has been taken, (b) each signer is empowered in the name of and on behalf of Customer to enter into all transactions and Services contemplated in the Documents and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the Secretary or Assistant Secretary of the Organization, and as such, I certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Organization to execute and deliver to USB, on behalf of the Organization, and to bind the Organization under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

Nancy Wright-Laking
 ↑ Printed Name of Secretary or Assistant Secretary of the Organization ↑

↑ Signature of the Secretary or Asst. Secretary of the Organization ↑ (**Cannot** be an Authorized Person listed in Section 2) Date

I certify that I am an officer of the Organization, and as such, I certify that the above-named Secretary or Assistant Secretary is acting in such capacity on behalf of the Organization, the signature below is my genuine signature and the signature above is the genuine signature of such Secretary or Assistant Secretary.

Nancy Wright-Laking, City Clerk
 ↑ Printed Name & Title of Officer Signing Below ↑

Attested by One Other Officer of the Organization ↑ Signature ↑ (**Cannot** be an Authorized Person listed in Section 2) Date

**SIGNING INSTRUCTIONS
FOR
CORPORATE CERTIFICATE OF AUTHORITY (CCOA)**

Note that three different individuals must sign this document.

If your organization does not have three individuals who are authorized to sign on behalf of the company/organization, please refer to the next page.

SECTION 1 Organizational Information

Enter the company name and the tax ID number on the document.

Note that the company name must match exactly the company name on the card agreement and the company name that was submitted for credit qualification. For example, if ABC Company, Inc. signs the card agreement and ABC Co., Inc. is listed on the CCoA, the documents would be invalid. An exact match is required.

SECTION 2 Authorized Persons

The individual who signed the Card Agreement must complete and sign Section 2 (other authorized persons can sign-see "Section 2 Note" below)

SECTION 3 Execution Requirement

Check *only one* box in Section 3 to indicate how many individuals (either 1 or 2) at your company/organization are required to sign legal documents on behalf of the organization

SECTION 4 Execution

No action required.

SECTION 5 Certification

*Two individuals must sign this section.

*The individual(s) who signed Section 2 cannot sign this section or this document is invalid.

The Secretary or Assistant Secretary of the organization is required to sign this section attesting to the signatures in Section 2 *and* one other officer of the company/organization must sign as well below the signature of the Secretary or Asst. Secretary *attesting to the signature of the Secretary or Asst. Secretary.*

Section 2 Note: While the individual who signed the Card Agreement must sign Section 2 of the Corporate Certificate of Authority, other authorized individuals may also sign, providing the company with additional authorized signatories in the event that other legal documents must be signed by the company/organization and the individual who executed the Card Agreement is not available.

**EXAMPLES TO
SIGNING INSTRUCTIONS
FOR
CORPORATE CERTIFICATE OF AUTHORITY (CCOA)**

Example 1	<p>1) 1 person is required to sign legal documents (the Card Agreement); and 2) Company/organization has more than two authorized signatories who can attest to signatures of other signatories.</p>
Card Agreement:	Person A signs
CCOA Section 2:	Person A completes and signs
CCOA Section 3:	First box is checked
CCOA Section 4 (part 1):	Secretary (Person B) signs attesting to the signature of Person A
CCOA Section 4 (part 2):	Person C signs attesting to the signature of the Secretary (Person B)

Example 2	<p>1) 2 people are required to sign legal documents (the Card Agreement); and 2) Company/organization has more than two authorized signatories who can attest to signatures of other signatories.</p>
Card Agreement:	Persons A and B sign
CCOA Section 2:	Persons A and B complete and sign
CCOA Section 3:	Second box is checked
CCOA Section 4 (part 1):	Secretary (Person C) signs attesting to the signatures of Persons A & B
CCOA Section 4 (part 2):	Person D signs attesting to the signature of the Secretary (Person C)

Example 3	<p>1) 1 person is required to sign legal documents (the Card Agreement); and 2) Company/organization has no more than two authorized signatories who can attest to signatures of other signatories (persons A&B).</p>
Card Agreement:	Person A signs
CCOA Section 2:	Person A completes and signs
CCOA Section 3:	First box is checked
CCOA Section 4 (part 1):	Secretary (Person B) signs attesting to the signature of Person A
CCOA Section 4 (part 2):	Person A signs attesting to the signature of the Secretary (Person B)

Example 4	<p>1) 2 people are required to sign legal documents (the Card Agreement); and 2) Company/organization has no more than two authorized signatories who can attest to the signatures of other signatories.</p>
Card Agreement:	Persons A & B sign
CCOA Section 2:	Person A & B complete and sign
CCOA Section 3:	Second box is checked
CCOA Section 4 (part 1):	Secretary (Person A or B) signs attesting to the signatures of Persons A & B
CCOA Section 4 (part 2):	Person A or B signs attesting to the signature of the person in the line above (note that the person signing in this line can only be the person who did not sign in part 1 of Section 4 or the document is invalid.)

**U.S. BANK
PARTICIPATION ADDENDUM**

I. PARTICIPANTS

This Participation Addendum ("Participation Addendum") modifies the U.S. Bank Commercial Card Application Terms and Conditions, dated _____, 200__ (the "Commercial Card Agreement") between Company and U.S. Bank to allow the following entities (hereinafter, the "Participants") to participate under the Commercial Card Agreement:

Participants	Participants
Peterborough Utilities Services Inc	
Peterborough Housing Corporation	

Company acknowledges responsibility for ensuring that all Participants listed in this Participation Addendum comply with the terms of the Commercial Card Agreement and that Company will be liable for any Debt incurred by the Participant.

II. Authorization and Execution

- 1. Authorization.** In order for this Participation Addendum to be binding, the individual executing this Participation Addendum on behalf of Company must have the authority to do so. Please indicate from the following list of options how proof of this authority is being provided:
 - The signer of this Participation Addendum is an officer as indicated on Company's Annual Information Form or SEC 10-K (no additional information needed).
 - Company is an existing U.S. Bank customer and the authority of the signer to execute this Participation Addendum is already on file at U.S. Bank (no additional information needed).
 - The signer of this Participation Addendum has been granted authority by previous board resolution (attach copy of board resolution signed by Corporate Secretary).
 - Company is a government entity and the signer of this Participation Addendum is a duly authorized contracting officer (attach copy of contracting warrant).
 - Company has completed the U.S. Bank Corporate Certificate of Authority (attach copy of completed Certificate).
- 2. Execution.** By signing below, the individual signing this Participation Addendum in his or her capacity as an authorized signing officer of Company and not in his or her personal capacity, certifies and warrants that (a) all action required by Company's organizational documents to authorize the signer to act on behalf of Company in all actions taken under this Participation Addendum, including but not limited to, the authority to incur Debt on behalf of Company, has been taken, (b) the signer is empowered in the name of and on behalf of Company to enter into all transactions contemplated in this Participation Addendum and (c) the signatures appearing on all supporting documents of authority are authentic.
- 3. Reliance.** Company has read, understood and agrees to all terms and conditions in this Participation Addendum and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Participation Addendum.
- 4. Signatures.** In witness whereof, the Parties hereto have, by their duly authorized representatives, executed this Participation Addendum

Dated this _____ day of _____, 200__	Dated this _____ day of _____, 200__
By Company:	By U.S. Bank:
<u>City of Peterborough</u> (Canada Entity Name)	<u>U.S. Bank National Association</u> (Canada Entity Name)
_____ (Signature of Authorized Signer)	_____ (Signature of Authorized Signer)
<u>Brian Horton</u> (Printed Name of Authorized Signer)	<u>Robert T. Abele</u> (Printed Name of Authorized Signer)
<u>City Treasurer</u> (Printed Title of Authorized Signer)	<u>Executive Vice President</u> (Printed Title of Authorized Signer)
_____ (Signature of Authorized Signer)	
_____ (Printed Name of Authorized Signer)	
_____ (Printed Title of Authorized Signer)	