



**SYNOVUS<sup>®</sup>**

# Premium Yield Line of Credit Sweep Service Addendum

**Synovus Treasury Management Services**  
**Premium Yield/Line of Credit Sweep Addendum**

1. **Acceptance of Premium Yield/Line of Credit Sweep Services.** By selecting the Premium Yield/Line of Credit Sweep Services (the “**Premium Yield Sweep Service**”) on the Enrollment Form, you agree to the terms of this Premium Yield/Line of Credit Sweep Addendum (the “**Premium Yield Sweep Addendum**”) and this Premium Yield Sweep Addendum thereby becomes a part of the Master Services Agreement for Treasury Management Services (the “**Master Services Agreement**”). The Master Services Agreement, together with this Premium Yield Sweep Addendum, shall constitute one “**Premium Yield Sweep Agreement**” for the Premium Yield Sweep Service, the terms and condition of which shall be binding upon both parties and shall govern the establishment and continued use by Customer of the Premium Yield Sweep Service. Customer acknowledges the receipt of a copy of this Premium Yield Sweep Addendum and the current Master Services Agreement. This Premium Yield Sweep Addendum is effective as of the date accepted by Bank. Capitalized terms used but not defined herein shall have the meanings provided in the Master Services Agreement. If a discrepancy or inconsistency is determined to exist between the terms of the Master Services Agreement and the terms of this Premium Yield Sweep Addendum, the terms of this Premium Yield Sweep Addendum will control with respect to the Premium Yield Sweep Services, but only to the extent necessary to resolve the discrepancy or inconsistency.
2. **The Sweep Service.** Customer may use the Premium Yield Sweep Service to preauthorize daily transfers to and from the “Master Account” and the “Premium Yield Account” and to and from the Master Account and Customer’s “Line of Credit Account” with Bank each as designated in the Premium Yield Sweep Services section of the Enrollment Form, subject to the terms of this Premium Yield Sweep Addendum. The Line of Credit is subject to the terms of the separate line of credit agreement between Customer and Bank (the “**Credit Agreement**”).
3. **Authorization.** Customer hereby appoints Bank, and Bank hereby accepts the appointment, to act as agent for Customer, subject to the terms of the Master Services Agreement (including this Premium Yield Sweep Addendum), for the purpose of making transfers of funds between the Master Account, the Premium Yield Account, and the Line of Credit, as provided in this Premium Yield Addendum. Such transfers will be automated preauthorized transfers and will continue to be made until terminated or changed in accordance with the terms of this Premium Yield Sweep Agreement.
4. **Funds Transfers.**
  - a. **Excess Funds Transfers.** When the balance of available funds in the Master Account exceeds the “Target Balance” for the Account (as agreed to by Bank and Customer) after the posting of all items, transfers, and other debits to be paid from or posted to the Master Account on any Business Day, Bank is hereby authorized and directed to withdraw the amount of the excess funds (as further defined below, the “**Excess Funds**”) on behalf of Customer and to transfer the Excess Funds to the Premium Yield Account (where they will earn interest) and/or to the Line of Credit, in accordance with the Enrollment Form. On the next Business Day after the day any transfer was made to the Premium Yield Account, all funds on deposit to the Premium Yield Account will be transferred back to the Master Account and will be available, to the extent such funds are available for withdrawal, to pay any items, transfers, and other charges to be paid from or charged to the Master Account on that Business Day. “**Excess Funds**” means only those funds of Customer credited to the Master Account in excess of the Target Balance, after all items to be paid from or charged to the Master Account on that Business Day have been paid and posted, that are funds collected and available for withdrawal by Customer as a matter of right under Bank’s published funds availability schedule. Funds that are posted to the Master Account but are not yet available funds are not included in Excess Funds. In the event that Bank, in its sole and absolute discretion, treats funds of Customer that are not yet available for withdrawal as a matter of right as “Excess Funds” on any one or more occasions, Bank may decline to treat funds that are not yet available for withdrawal as a matter of right as “Excess Funds” at any other time or times without notice to Customer. Any departure by Bank from the foregoing requirement regarding Excess Funds shall not constitute a waiver by Bank or an obligation of Bank to depart from this requirement at any other time.
  - b. **Deficit Funds Transfers.** Customer further authorizes and directs Bank to make transfers to the Master Account from the Line of Credit each Business Day, in accordance with the Enrollment Form, as necessary to return the Master Account to a positive balance at the close of the Business Day.
  - c. **Minimum Transfer.** The minimum transfer of Excess Funds from the Master Account to the Premium Yield Account is \$1,000, and transfers of Excess Funds will be made in increments of \$1,000.
1. **Automatic Transfers.** Automatic transfers to and from the Premium Yield Account may occur each Business Day. All Customer transaction activity to and from the Premium Yield Account must occur through an automatic transfer from or to the Master Account pursuant to this Premium Yield Sweep Addendum. Interest on funds in the Premium Yield Account will be calculated daily and credited daily. Bank may change the rate of interest paid on the Premium Yield Account from time to time without advance notice to Customer. The rate of interest paid during the statement period will be shown on the monthly or other periodic statements of the account. Customer can obtain the current rate of interest being paid by contacting a Bank Representative. In all other respects, the Premium Yield Account is subject to the terms of Bank’s standard agreement for commercial deposit accounts, a copy of which is available upon request.
2. **Payments and Deposits on Behalf of Customer.** Bank is hereby authorized and directed to transfer the Excess Funds in the Master Account as follows:
  - a. First, if applicable, to pay or reduce the unpaid balance of the Line of Credit, up to the lesser of the amount of the Excess Funds or the outstanding balance of the Line of Credit; and

- b. Next, if Excess Funds in the amount of \$1,000 or more remain, for deposit to the Premium Yield Account in increments of \$1,000.
- 3. **Line of Credit.** (Applicable only if Line of Credit is marked as applicable below.) Bank is hereby authorized and directed to make advances under the Line of Credit each Banking Day in minimum increments of \$1,000 as necessary to restore the Master Account to a positive balance at the close of business that day and to deposit the loan proceeds in the Master Account. Advances under the Line of Credit are subject to the terms of the Credit Agreement. The advances and transfers will be suspended upon any event of default, termination, or payment demand under the Credit Agreement. Customer may terminate the direction to Bank to make advances under the Line of Credit given in the Enrollment Form by written, electronic mail or facsimile notice from an authorized representative of Customer to the Bank Representative. Such termination will take effect after Bank has received the notice from Customer and has had a reasonable opportunity to act on it.
- 4. **Master Account and Line of Credit:** Customer designates the accounts to be considered as the Master Account and Line of Credit for use with the Premium Yield Sweep Service in the Enrollment Form.