



**MULTI-AFFILIATE JOINDER AGREEMENT:  
CASH MANAGEMENT MASTER AGREEMENT AND APPENDICES**

Primary Customer: \_\_\_\_\_ City of Lauderhill \_\_\_\_\_

Tax ID No. \_\_\_\_\_ 596044104 \_\_\_\_\_ Date: \_\_\_\_\_

DESIGNATED AFFILIATE(S)	TAX ID NO.
1. <del>Lauderhill Housing Authority</del>	<del>300282839</del>
2. City of Lauderhill – CRA	141944952
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	
21.	
22.	
23.	
24.	

Primary Customer has executed a Cash Management Master Agreement, including all applicable Appendices, dated \_\_\_\_\_, with TD Bank, N.A. (the "Bank"), a copy of which is attached hereto (the "Master Agreement").

By executing this Multi-Affiliate Joinder Agreement (the "Joinder Agreement"), *the undersigned certifies that he/she is a duly authorized officer of Primary Customer and of each Designated Affiliate identified above, and each Designated Affiliate hereby agrees to all of the terms and provisions of the Master Agreement and agrees to be bound by all of such terms and provisions, as if it had executed a separate Master Agreement with Bank.* The obligations and rights of Primary Customer and each Designated Affiliate under the Master Agreement shall be supplemented by and as further set forth in the Terms and Conditions on the following pages hereof.

The undersigned hereby authorizes this Joinder Agreement to be attached to the Master Agreement. Primary Customer shall provide each Designated Affiliate with a copy of the Master Agreement and this Joinder Agreement.

**IN WITNESS WHEREOF**, Primary Customer and each Designated Affiliate identified above have caused this Joinder Agreement to be executed by the same person, acting as a duly authorized officer of Primary Customer and of each Designated Affiliate.

By: \_\_\_\_\_  
(Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*For any Designated Affiliate for which the above person is NOT a duly authorized officer, the undersigned acknowledges that he/she has read and accepted the Terms and Conditions on the following pages hereof and agrees to be bound thereby.

**Designated Affiliate:**

\_\_\_\_\_

TIN: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Designated Affiliate:**

\_\_\_\_\_

TIN: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Representative)

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

## Terms and Conditions

### 1. Introduction.

These Terms and Conditions supplement and are incorporated by reference into the Cash Management Master Agreement and any associated Appendices and Addendum thereto from time to time (collectively, the “Master Agreement”) as if fully set forth therein. All capitalized terms used herein without definition shall have the meanings given to them in the Master Agreement. To the extent that these Terms and Conditions are inconsistent with the provisions of the Master Agreement, these Terms and Conditions and any amendment hereto shall control, but only to the extent necessary to resolve such conflict. Primary Customer and each Designated Affiliate shall be referred to herein collectively as the “Customer”.

### 2. Scope of Terms and Conditions.

These Terms and Conditions relate to those Services described in the Master Agreement that Bank has approved or may subsequently approve for use under one set-up by Primary Customer and by Designated Affiliates of Primary Customer in relation to each such party’s Accounts with Bank. Subject to the Master Agreement, such use *may* include but is not necessarily limited to the following:

- (i) transfers of funds between and among Primary Customer’s Accounts and Accounts maintained by any Designated Affiliates (“Inter-Company Transfers”),
- (ii) transfers of funds from the Account(s) of Primary Customer or any Designated Affiliates to third parties by ACH transfer or wire transfer, where applicable (“External Transfers”), as and when approved by Bank in its sole and exclusive discretion, and
- (iii) deposits of checks made payable to Primary Customer or any Designated Affiliates to the Account(s) of Primary Customer and/or any Designated Affiliates via Bank’s remote deposit capture services (“Remote Deposits”), as approved by Bank in its sole and exclusive discretion,

all as may be further permitted and described in the Master Agreement and in Terms and Conditions.

Primary Customer and all Designated Affiliates agree to be bound by and jointly and severally liable for the terms and conditions set forth in these Terms and Conditions and in the Master Agreement, and agree that each obligation of Primary Customer shall be performed by and be the responsibility of all of them. Primary Customer and each Designated Affiliate shall be jointly and severally liable for (a) the use of any of the Services as described herein, (b) any fees due with respect to the Services, (c) any overdraft resulting from use of the Services, and (d) any post-dated instructions or transfers, including Inter-Company Transfers and External Transfers, which may be initiated by any Authorized User.

### 3. Designated Affiliates.

For purposes of these Terms and Conditions, “Designated Affiliate” means any parent company, subsidiary, affiliate or other commonly owned company or other separate legal entity of Primary Customer that:

- (i) desires to use the Services as described herein; and

- (ii) directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Primary Customer (where “control,” “controls” and “controlled” for this purpose means a Bank-approved level of common ownership of the shares or other equity interests entitled to vote for the election of directors or otherwise select the person(s) authorized to manage an entity, in Bank’s sole and exclusive discretion).

Subject to Bank’s approval, each Designated Affiliate hereby authorizes and requests Bank to provide the Services to each Designated Affiliate as may be requested by Primary Customer from time to time, acting as agent for each Designated Affiliate. Such acts of Primary Customer may be requested by Primary Customer’s Administrator and any Authorized User. Primary Customer is authorized to designate which Accounts of Designated Affiliates with Bank (which may include all such Accounts) shall be accessed using the Services and which of Services shall be used in conjunction with each Designated Affiliate. Bank is hereby authorized and directed by each Designated Affiliate to accept instructions from Primary Customer, as agent for Designated Affiliate, with respect to any and all Services provided to Designated Affiliate from time to time under the Master Agreement.

#### 4. Rights under these Terms and Conditions.

A. Without limiting the foregoing, Primary Customer shall have the ability hereunder, upon direction of Primary Customer’s Administrator and/or Authorized User(s) and without inquiry by or notice from Bank, to utilize the Services described in the Master Agreement in conjunction with the Account(s) of Primary Customer and/or any Designated Affiliates. Subject to Bank’s prior approval, in its sole and exclusive discretion, such use may include the ability to initiate or otherwise engage in Inter-Company Transfers, External Transfers and/or Remote Deposits involving the Account(s) of any Designated Affiliate.

B. Without limiting the foregoing, each Designated Affiliate shall have the ability hereunder, upon direction of Primary Customer’s Administrator and/or Authorized User(s) and without inquiry by or notice from Bank, to utilize the Services described in the Master Agreement in conjunction with the Account(s) of Primary Customer or any Designated Affiliates. Subject to Bank’s prior approval, in its sole and exclusive discretion, such use may include the ability to initiate or otherwise engage in Inter-Company Transfers, External Transfers and/or Remote Deposits involving the Account(s) of Primary Customer or any Designated Affiliate.

C. Without limiting the foregoing, individual or daily transfers between Accounts may be made in any amount not exceeding the available balance in the Account from which the transfers are made. Bank reserves the right to limit the frequency and dollar amount of transfers from the Accounts for security reasons. In addition, Primary Customer’s and each Designated Affiliate’s ability to transfer funds between certain Accounts is limited by law and as set forth in each Account Agreement between Bank and Primary Customer or Bank and the applicable Designated Affiliate.

#### 5. Acknowledgments.

5.1 Primary Customer and each Designated Affiliate acknowledge and agree that, pursuant to the terms hereunder, Primary Customer and each Designated Affiliate, acting through any Authorized User (whether or not in fact authorized in a particular case) and as applicable, will be permitted to view the Account(s) of Primary Customer or any Designated Affiliate and to initiate Inter-Company Transfers. Primary Customer and each Designated Affiliate also acknowledge and agree that, pursuant to the terms hereof and subject to Bank’s prior approval, in Bank’s sole and exclusive discretion, Primary Customer and each Designated Affiliate may also be permitted to utilize additional Services, such as the initiation of Inter-Company Transfers, External Transfers and/or Remote Deposits involving the Account(s) of

Primary Customer or any Designated Affiliate. Primary Customer and each Designated Affiliate hereby expressly acknowledge and agree to comply with, abide and be governed by the terms described in the Master Agreement regarding their respective use of the Services. Without limiting the foregoing, Primary Customer and each Designated Affiliate agree that an Inter-Company Transfer or External Transfer initiated by an Authorized User employed by *any* of them (or by any person utilizing the security procedures applicable to such Authorized User) shall be deemed an act of an Authorized User of the Primary Customer or Designated Affiliate whose funds are affected by such transfer, and all of the terms and conditions of the Master Agreement shall apply to such transfer as if it had been ordered by such Primary Customer or Designated Affiliate.

5.2 Primary Customer specifically acknowledges and agrees that its rights with respect to the Account(s) of each Designated Affiliate are limited to those rights specifically described herein and approved by Bank, and that other Services described in the Master Agreement may be made available with respect to any Related Entity's Account(s) at Bank's sole and exclusive discretion.

5.3 Each Designated Affiliate specifically acknowledges and agrees that its rights with respect to the Account(s) of Primary Customer and each other Designated Affiliate are limited to those rights specifically described herein and approved by Bank, and that other Services described in the Master Agreement may be made available with respect to Primary Customer's Account(s) or the Account(s) of any other Designated Affiliate at Bank's sole and exclusive discretion.

5.4 Primary Customer and each Designated Affiliate acknowledge and agree that (a) each Administrator and Authorized User of the Services will have the ability to exercise the rights described herein with regard to both Primary Customer's and each Designated Affiliate's Account(s), (b) each Administrator of the Primary Customer and each Authorized User designated by such Administrator(s) shall be deemed to be an Authorized User of each Designated Affiliate, subject to such limitations, restrictions and other requirements designated by the Administrator(s) for each Authorized User with respect to each Account of each Designated Affiliate, and (c) all Authorized Users of a Designated Affiliate may be designated by such Administrator(s) as an Authorized User of Primary Customer and all other Designated Affiliates, subject to such limitations, restrictions and other requirements designated by the Administrator(s), and as otherwise provided under the terms herein.

5.5 Primary Customer and each Designated Affiliate acknowledge and agree that Bank did not at any time solicit Primary Customer and/or any Designated Affiliate for activation of this arrangement, and that Bank is providing the arrangement as an accommodation to and at the express request of Primary Customer and each Designated Affiliate.

5.6 Primary Customer and each Designated Affiliate acknowledge and agree that they are responsible for reviewing and understanding any negative impact on them that may arise due to this arrangement or allowance of these affiliated-entity access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of each other in insolvency or otherwise, and increased losses due to unauthorized transactions).

## 6. Representations, Warranties and Covenants.

6.1 Primary Customer and each Designated Affiliate represent, warrant and covenant that any and all transfers and commingling of funds that may occur via the Services and as described herein, and all other aspects of the rights with respect to the Account(s) of Primary Customer and each other Designated Affiliate, have been duly authorized by all necessary parties, including, without limitation, the accountholder of each Account, and that Primary Customer and each Designated Affiliate have obtained, and shall maintain in their regular business records and make available to Bank upon reasonable demand for a period of six (6) years after the termination of these Terms and Conditions, the Master Agreement or any Service(s), adequate documentary evidence of such authorization from the accountholder of each

Account, executed by the duly authorized officer(s) of each such accountholder in accordance with that accountholder's organizational requirements.

6.2 If and as applicable, Primary Customer and each Designated Affiliate represent, warrant and covenant that, with respect to Remote Deposits in particular:

(a) Primary Customer and each Designated Affiliate have entered or will enter into an agreement pursuant to which Primary Customer is authorized to receive, endorse and deposit into Primary Customer's Account(s) or into each Designated Affiliate's Account checks that are payable to the order of a Designated Affiliate.

(b) All officers, partners, members, managers, employees and agents of Primary Customer are authorized to endorse all checks payable to a Designated Affiliate by handwritten endorsement, by rubber stamp endorsement, or in any other manner, and Bank may accept any check payable to a Designated Affiliate for deposit to any Account of Primary Customer without inquiry and without responsibility to confirm the validity of the endorsement of the Designated Affiliate or the sufficiency of the consideration given for the transfer of the check payable to a Designated Affiliate to the Primary Customer.

(c) Bank shall have no obligation to inquire as to the circumstances behind any deposit of any check payable to a Designated Affiliate or to ascertain whether any check payable to a Designated Affiliate so deposited was in accordance with the terms of the agreement between the Designated Affiliate and Primary Customer.

(d) Bank shall have no liability to a Designated Affiliate for the deposit of any such check payable to a Designated Affiliate or for the disposition of the proceeds of any such check payable to a Designated Affiliate.

(e) Each Designated Affiliate hereby ratifies and confirms any deposit of any such check payable to a Designated Affiliate into any Account of Primary Customer at Bank prior to the date of these Terms and Conditions, and also ratifies the disposition of the proceeds of any check payable to a Designated Affiliate so deposited.

6.3 Primary Customer and each Designated Affiliate further covenant and agree that (a) each transfer or any commingling of funds that may occur via the Services and described herein shall not be in violation of any of their internal policies and procedures, nor be in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority, and (b) these Terms and Conditions and the Master Agreement have been duly authorized by all necessary organizational action and are the valid and binding agreements of each of them, enforceable in accordance with their terms.

## 7. Modifications.

Primary Customer and each Designated Affiliate acknowledge and agree that the addition of any new or deletion of any current Designated Affiliate(s) to this arrangement shall require the execution and delivery of a new form of Terms and Conditions or other document by Primary Customer, all current Designated Affiliate(s) and any new Designated Affiliate(s), which documents shall supersede and replace any and all prior document(s) involving Primary Customer and any Designated Affiliate(s).

## 8. Indemnification.

Without limiting anything else contained herein, Primary Customer and each Designated Affiliate shall indemnify Bank in the manner described in Section 16 of the Master Agreement against any claim made by any of them, or by any third party, relating to or arising out of Bank's compliance with the

instructions of Primary Customer or any Designated Affiliate pursuant to these Terms and Conditions, including, without limitation, any claim that any transfer or deposit authorized pursuant hereto was wrongful as against any of Primary Customer, any Designated Affiliate, or any such third party. The foregoing indemnification obligation shall also apply, and Bank shall have no liability whatsoever, in the event that any of the Services are used by Primary Customer and/or any current Designated Affiliate(s) involving any new Designated Affiliate(s) for which a new form of Terms and Conditions has not been executed or delivered by Primary Customer, all current Designated Affiliate(s) and any new Designated Affiliate(s) as described in Section 7 above.