



P.O. Box 15284
Wilmington, DE 19850

BANK OF AMERICA
Preferred Rewards
For Business

Customer service information

📞 1.888.BUSINESS (1.888.287.4637)

🌐 bankofamerica.com

✉ Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

WASHINGTON LANE HOMEOWNERS ASSOC-
PHASES I-VI
2801 E KENOSHA ST
PO BOX 140281
BROKEN ARROW, OK 74014-0003

🔔 Please see the **Important Messages - Please Read** section of your statement for important details that could impact you.

Your Business Advantage Relationship Banking Preferred Rewards for Bus Platinum Honors

for March 1, 2026 to March 31, 2026

Account number: 3050 1060 1424

WASHINGTON LANE HOMEOWNERS ASSOC- PHASES I-VI

Account summary

Beginning balance on March 1, 2026	\$200,874.46
Deposits and other credits	3,856.91
Withdrawals and other debits	-2,703.60
Checks	-72.00
Service fees	-0.00
Ending balance on March 31, 2026	\$201,955.77

of deposits/credits: 5

of withdrawals/debits: 11

of items-previous cycle¹: 37

of days in cycle: 31

Average ledger balance: \$200,891.68

¹Includes checks paid, deposited items and other debits

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When you use the QRC feature, certain information is collected from your mobile device for business purposes. You must be enrolled in Online Banking or Mobile Banking to participate in the BankAmeriDeals® program and have either an eligible Bank of America® debit or credit card or Merrill credit card. Earned cash back will be credited into an eligible consumer deposit or credit account within 30 days following redemption. Data connection required. Wireless carrier fees may apply. For SafeBalance Banking® for Family Banking accounts, the parent owner can participate in BankAmeriDeals but their child using the account cannot. Mobile Banking requires that you download the Mobile Banking app and may not be available for select mobile devices. Message and data rates may apply.



SSM-08-25-0441.B | 8548559

IMPORTANT INFORMATION: BANK DEPOSIT ACCOUNTS

How to Contact Us - You may call us at the telephone number listed on the front of this statement.

Updating your contact information - We encourage you to keep your contact information up-to-date. This includes address, email and phone number. If your information has changed, the easiest way to update it is by visiting the Help & Support tab of Online Banking.

Deposit agreement - When you opened your account, you received a deposit agreement and fee schedule and agreed that your account would be governed by the terms of these documents, as we may amend them from time to time. These documents are part of the contract for your deposit account and govern all transactions relating to your account, including all deposits and withdrawals. Copies of both the deposit agreement and fee schedule which contain the current version of the terms and conditions of your account relationship may be obtained at our financial centers.

Electronic transfers: In case of errors or questions about your electronic transfers - If you think your statement or receipt is wrong or you need more information about an electronic transfer (e.g., ATM transactions, direct deposits or withdrawals, point-of-sale transactions) on the statement or receipt, telephone or write us at the address and number listed on the front of this statement as soon as you can. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

For consumer accounts used primarily for personal, family or household purposes, we will investigate your complaint and will correct any error promptly. If we take more than 10 business days (10 calendar days if you are a Massachusetts customer) (20 business days if you are a new customer, for electronic transfers occurring during the first 30 days after the first deposit is made to your account) to do this, we will provisionally credit your account for the amount you think is in error, so that you will have use of the money during the time it will take to complete our investigation.

For other accounts, we investigate, and if we find we have made an error, we credit your account at the conclusion of our investigation.

Reporting other problems - You must examine your statement carefully and promptly. You are in the best position to discover errors and unauthorized transactions on your account. If you fail to notify us in writing of suspected problems or an unauthorized transaction within the time period specified in the deposit agreement (which periods are no more than 60 days after we make the statement available to you and in some cases are 30 days or less), we are not liable to you and you agree to not make a claim against us, for the problems or unauthorized transactions.

Direct deposits - If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may call us to find out if the deposit was made as scheduled. You may also review your activity online or visit a financial center for information.

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Bank of America, N.A. Member FDIC and  Equal Housing Lender

Deposits and other credits

Date	Description	Amount
03/09/26	Deposit	1,222.25
03/09/26	Deposit	1,211.91
03/17/26	Deposit	305.00
03/24/26	Deposit	612.75
03/30/26	Deposit	505.00

Total deposits and other credits **\$3,856.91**

Withdrawals and other debits

Date	Description	Amount
03/09/26	AMER ELECT PWR DES:CPPWDRAWAL ID:9593335704 INDN:WASHINGTON LANE PHASES CO ID:1730410895 CCD	-33.44
03/09/26	AMER ELECT PWR DES:CPPWDRAWAL ID:9503649101 INDN:WASHINGTON LANE PHASES CO ID:1730410895 WEB	-32.38
03/09/26	AMER ELECT PWR DES:CPPWDRAWAL ID:9593000652 INDN:WASHINGTON LANE PHASES CO ID:1730410895 WEB	-21.14
03/09/26	AMER ELECT PWR DES:CPPWDRAWAL ID:9542549232 INDN:WASHINGTON LANE PHASES CO ID:1730410895 WEB	-18.98
03/12/26	CITY OF BROKEN A DES:BILLPAY ID:BROKEN ARROW UT INDN:WASHINGTON LANE HOMEOW CO ID:0000000160 PPD	-26.50
03/12/26	CITY OF BROKEN A DES:BILLPAY ID:BROKEN ARROW UT INDN:WASHINGTON LANE HOMEOW CO ID:0000000160 PPD	-14.25
03/12/26	CITY OF BROKEN A DES:BILLPAY ID:BROKEN ARROW UT INDN:WASHINGTON LANE HOMEOW CO ID:0000000160 PPD	-14.25
03/23/26	Farmers Ins Exch DES:EFT PYMT ID:XXXXXXXXXX INDN:Washington Lane Homeow CO ID:9496351303 CCD	-554.66

Card account # XXXX XXXX XXXX 6109

03/04/26	PURCHASE 0303 BEVAN LANDSCAPE OKTAHA OK	-1,950.00
03/13/26	CHECKCARD 0312 INTUIT *QBooks On 8338309255 CA 55432866071203280482696 RECURRING CKCD 5734 XXXXXXXXXXXXX6109 XXXX XXXX XXXX 6109	-38.00

Subtotal for card account # XXXX XXXX XXXX 6109 **-\$1,988.00**

Total withdrawals and other debits **-\$2,703.60**

Available in English and Spanish

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Use our app or Online Banking to send domestic wires or international wires in 140+ currencies to over 200 countries.

Scan the code or visit bofa.com/wiretransfers.

When you use the QRC feature, certain information is collected from your mobile device for business purposes. Mobile Banking requires that you download the Mobile Banking app and may not be available for select mobile devices. Message and data rates may apply. Fees or other costs may apply to wire transfers.



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Checks

Date	Check #	Amount
03/03/26	1069	-72.00
Total checks		-\$72.00
Total # of checks		1

Service fees

The Monthly Fee on your primary Business Advantage Relationship Banking account was waived for the statement period ending 02/27/26. A check mark below indicates the requirement(s) you have met to qualify for the Monthly Fee waiver on the account.

- ✓ \$15,000+ combined average monthly balance in linked business accounts has been met
- ✓ Become a member of Preferred Rewards for Business has been met

For information on Small Business products and services or to link an existing account, please call 1.888.BUSINESS. For more information about the Preferred Rewards for Business program and which fees can be waived based on account eligibility and enrollment, see the Business Schedule of Fees located at bankofamerica.com/businessfeesataglance.

Daily ledger balances

Date	Balance (\$)	Date	Balance(\$)	Date	Balance (\$)
03/01	200,874.46	03/12	201,125.68	03/23	200,838.02
03/03	200,802.46	03/13	201,087.68	03/24	201,450.77
03/04	198,852.46	03/17	201,392.68	03/30	201,955.77
03/09	201,180.68				

Important Messages - Please Read

We want to make sure you stay up-to-date on changes, reminders, and other important details that could impact you.

PLEASE READ THIS DOCUMENT CAREFULLY. WE ARE AMENDING THE ARBITRATION PROVISION OF YOUR EXISTING DEPOSIT AGREEMENT AND DISCLOSURES FOR YOUR BUSINESS ACCOUNT.

THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT ALL DISPUTES BETWEEN YOU AND US BE RESOLVED BY BINDING ARBITRATION WHENEVER EITHER PARTY CHOOSES TO SUBMIT A DISPUTE TO ARBITRATION OR EITHER PARTY REFERS A LAWSUIT FILED BY THE OTHER TO ARBITRATION. ADDITIONALLY, (1) YOU ARE ONLY PERMITTED TO PURSUE CLAIMS ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

Business Deposit Accounts

Effective May 15, 2026, all business deposit accounts are subject to the amended Arbitration Agreement for Disputes Relating to Business Accounts that we have included.

Here is a summary of some of the changes you can expect once the amended provision becomes effective:

- Arbitration Election for Resolving Disputes: You or the Bank may file a lawsuit, but if either party elects to submit the dispute to arbitration, the matter must be resolved through binding arbitration.
- Arbitration Administration: Arbitrations will be administered solely by the American Arbitration Association ("AAA") (www.adr.org). If AAA is unable to handle the claim for any reason, a neutral arbitrator will be selected by mutual agreement or, if the parties cannot agree, by a court in accordance with the Federal Arbitration Act ("FAA"), pursuant to the AAA rules of procedure.
- Mass Arbitration: A new Mass Arbitration provision will apply to any claim(s) filed as a part of a "mass arbitration", defined as 25 or more arbitration claims involving the same or similar subject matter and/or issues of law or fact, and where representation of all claimants is the same or coordinated across the cases.
- Finality of Arbitration Rulings: Arbitration rulings will be final and binding and may be enforced by any court with jurisdiction. Appeals of arbitration rulings are not permitted, except as allowed under the FAA, 9 U.S.C. §§ 1-16.
- Small Claims Exception: You or the Bank may pursue a claim in a small claims court instead of arbitration, provided the claim falls within the court's jurisdiction and is filed on an individual basis.

Bank of America – Arbitration Agreement for Disputes Relating to Business Accounts

[This provision will apply to the Resolving Claims section of the Deposit Agreement and Disclosures ("Agreement")]

Arbitration Agreement for Disputes Relating to Business Accounts

This arbitration agreement requires that all disputes between you and us be resolved by binding arbitration whenever either party chooses to submit a dispute to arbitration or either party refers a lawsuit filed by the other to arbitration. By means of this arbitration agreement, each party waives the right to have any dispute heard in court whenever either party chooses to submit or refer such dispute to arbitration, subject to the limitations set forth further below in the Scope of Arbitration section. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") with respect to both substance and procedure. You and we agree that either of us may elect to proceed by arbitration, that the goal of proceeding in arbitration shall be to achieve effective, efficient, and less costly resolution between you and us, and that this arbitration agreement shall be interpreted and applied to achieve that goal.

YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR OTHERWISE TO BE DECIDED BY A COURT. YOU AND WE ARE WAIVING ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS, REPRESENTATIVE, OR CONSOLIDATED PROCEEDING, WHETHER IN COURT OR IN ARBITRATION, AND TO HAVE ANY CLAIMS HEARD BY A JURY. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

Continued on next page

Scope of Arbitration

Claims or disputed factual or legal issues between you and us that arise out of or relate in any way to this Agreement, the deposit account, or any aspect of the deposit relationship are subject to and must be decided by arbitration, unless arbitration is prohibited by law. This Agreement applies equally to you, as well as any persons acting on behalf of the business with respect to the deposit account or any aspect of the deposit relationship, including but not limited to administrators, executors, trustees, agents, nominees, custodians, or any persons with ownership interest in the business. Additionally, any claims or disputed factual or legal issue arising from or relating in any way to the advertising of our products relating to or under this Agreement, or the application for, or the denial, approval or establishment of your account are included. Claims or disputed factual or legal issues (whether in contract, tort, statutory or otherwise) that fall within the scope of this arbitration provision are subject to arbitration regardless of what legal claim or theory they are based on or whether they seek legal, equitable, or statutory remedies. Arbitration applies to any and all such claims or disputed factual or legal issues, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputed factual or legal issues are hereinafter referred to in this section as "Claims." To the extent permitted by law, the discovery exchanged between the Bank and you as to any Claim is presumptively limited to the exchange of documents directly relevant to the Claim, absent an order from the arbitrator that good cause exists to require the exchange of additional discovery. The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis, whereas Claims in other courts may be compelled into arbitration by either party.

Waiver of Class, Jury and Other Non-Individualized Relief

By accepting this arbitration agreement you GIVE UP YOUR RIGHT TO GO TO COURT except for matters that may be taken to a small claims court or as otherwise provided for in this agreement. Arbitration will proceed on an INDIVIDUAL BASIS, so class actions, consolidated actions, and similar proceedings will NOT be available to you.

Claims in arbitration will proceed only on an individual basis. Additionally, you may not join your Claims with other persons on other accounts in the arbitration; each person must arbitrate his or her own claims separately and individually. YOU AND WE ARE WAIVING THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION, OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION, AND ARE WAIVING THE RIGHT TO HAVE A JURY DECIDE ANY CLAIM, AS PERMITTED BY LAW. The arbitrator shall have no authority to entertain any Claim as a class action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate Claims brought by separate claimants (except for claimants on the same account). This means that the arbitrator also shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party. If these terms prohibiting class, representative, or consolidation procedures are held to be legally unenforceable for any reason with respect to a Claim, then the Claim must be handled through litigation in court instead of by arbitration, subject to the parties' agreement to waive the right to have a jury decide any Claim.

For individual Claims filed as part of a "mass arbitration," as that term is defined herein, the additional requirements set forth in the "Mass Arbitration" section below shall apply.

Arbitrator

Arbitrations between us shall be administered by the American Arbitration Association ("AAA") (www.adr.org). The AAA shall apply its rules applicable to Commercial claims and disputes in effect at the time the arbitration is commenced and the Mass Arbitration Supplementary Rules to mass arbitration matters. A single arbitrator shall conduct proceedings under these rules, and a Process Arbitrator and single Merits Arbitrator shall conduct each mass arbitration case. If there is a conflict between the applicable AAA rules and procedures and this arbitration agreement, this arbitration agreement will control. In the event that AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the agreement between you and us (including the limitations set forth below). All pleadings, information and documents exchanged,

and the arbitrator's ruling shall be treated as confidential and have no precedential value. However, if either party seeks to confirm the arbitrator's decision in court, the parties agree that the documents necessary for such confirmation need not be filed under seal.

Authority of Arbitrator

The parties agree that, upon motion by either of us, any arbitrator shall have the power to decide dispositive issues of law prior to a full merits hearing, consistent with Federal Rules of Civil Procedure 12 and 56, and will decide the Claim in accordance with all applicable substantive law and recognized principles of equity. The arbitrator will determine whether the claimant has completed the steps necessary to initiate the suit. The arbitrator will construe the Claim under the applicable statutes of limitations provided for under the governing law. The arbitrator will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the agreement between you and us (including the limitations set forth above). In addition, the arbitrator has the same power as a federal court to impose sanctions against any represented party or counsel for any violation of the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927.

Delegation of Authority to Arbitrator

All issues are for the arbitrator to decide, including the scope of his or her own jurisdiction, and the arbitrability of individual Claims, except that questions of whether the parties have entered into an agreement to arbitrate are for a court of competent jurisdiction to decide.

For disputes regarding the existence of this Agreement, or for any Claims that the arbitrator determines are not arbitrable, the parties consent to jurisdiction and venue in an appropriate court in the state where the deposit account is located.

Arbitration Demand Filing Requirements

In addition to the requirements set forth in the AAA rules, you agree that upon commencing a case with the AAA, you will provide your name, full account number, mailing address, telephone number, email address, a factual description of every disputed transaction for which you seek compensation (date, amount, and transaction type) and/or event (date, location, and individuals involved), explanation of the basis of your Claim, an itemized calculation of all alleged damages, and, if represented by counsel, a signed statement authorizing us to share information regarding your account and the Claim with them. You must personally sign the demand for arbitration (and your counsel must also sign the demand, if you are represented by counsel). By submitting an arbitration demand, you (and your counsel, if you are represented) represent that, as in court, you are complying with the requirements of Federal Rule of Civil Procedure 11(b). You agree and understand that failure to provide this information may result in dismissal of your Claim, though you have the right to refile once you provide the information described in this section.

Allocation of Fees

Each party will be responsible for the arbitration fees as allocated by the applicable AAA rules (www.adr.org).

Fee-shifting and Sanctions

The arbitrator is authorized to afford any relief or impose any sanctions available under the substantive standards established by Federal Rule of Civil Procedure 11, 28 U.S.C. § 1927, or any applicable state law on represented parties and their counsel. If the arbitrator finds that either the substance of your or our claim or the relief sought was frivolous, without sufficient reasonable inquiry and/or a good faith basis, or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), and/or under 28 U.S.C. § 1927), the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires, and as permitted by applicable law.

Mass Arbitration

You agree that these additional requirements ("Mass Arbitration Procedures") shall apply to your Claim if it is filed as part of a "mass arbitration," which means twenty-five (25) or more arbitration claims involving the same or similar subject matter and/or

issues of law or fact, and where representation of all claimants is the same or coordinated across the cases. You understand and agree that these procedures related to mass arbitrations will apply and that they are designed to (a) lead to the streamlined and cost-effective resolution of claims, consistent with the goal of this arbitration agreement; (b) ensure that large volume filings do not impose unnecessary burdens or impediments to the resolution and cost-effective adjudication of your Claim and similar claims; and (c) preserve the integrity of the arbitration process. You agree to these procedures even though they may delay the arbitration of your individual Claim. If at any point you are unsatisfied with the speed by which your matter is proceeding in mass arbitration, you are free to withdraw your arbitration demand and proceed in small claims court if the Claim is in that court's jurisdiction and proceeds on an individual basis.

Process Arbitrator Appointment

You and the Bank agree that before an arbitrator is assigned to determine the merit of your Claim, a "Process Arbitrator" will be appointed. The Process Arbitrator will have the authority to ensure these Mass Arbitration Procedures and the AAA rules are followed. The parties agree that the Process Arbitrator will be selected by the process set forth in AAA Mass Arbitration Supplementary Rules or any equivalent AAA rule then in effect, or consistent with the process set forth herein in the absence of any AAA rule. In short, each party will receive a list of proposed Process Arbitrators provided by the AAA and will meet and confer to identify a mutually-agreeable candidate. If the parties cannot agree, they will submit their preferences to the AAA, and the AAA will select a Process Arbitrator.

Process Arbitrator Authority

In addition to the authority outlined in the AAA Mass Arbitration Supplementary Rules, the parties agree that the Process Arbitrator shall be empowered to resolve any dispute regarding whether your Claim should be dismissed because, for example, you failed to comply with the Mass Arbitration Filing Requirements, any other requirements outlined in this agreement, or as permitted to address dismissal as would be permitted under the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 12. You agree that if the Process Arbitrator finds you failed to comply with any requirement, your Claim will be dismissed, without prejudice to refile once the deficiencies are remedied. The Process Arbitrator will also have the power to decide whether, based on the information submitted in the Mass Arbitration Filing Requirements and/or pursuant to any alternative filing requirements then in effect, there are other threshold eligibility issues for your case to proceed, including but not limited to whether you had an account with the Bank, experienced the transaction, fee, or event at issue, or otherwise cannot pursue the claim due to a clear legal or factual deficiency, and to dismiss your Claim as appropriate. The Process Arbitrator shall have the power to determine whether or not a given dispute regarding these Mass Arbitration Filing Requirements and/or Procedures are within the Process Arbitrator's jurisdiction. The Process Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11, 28 U.S.C. § 1927, or any applicable state law.

Mass Arbitration Procedure

Following the resolution of any disputes within the jurisdiction of the Process Arbitrator, if any, counsel for the claimants and counsel for the Bank shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings on the merits of each claim. Unless the parties otherwise agree, in no event shall any individual Merits Arbitrator be assigned more than five (5) cases. The parties agree that each side shall have the right to have fifteen (15) cases of their choosing proceed to final hearing, which shall occur within ninety (90) days of the selection of the cases (unless the parties agree to a different time period), before the process described in this section moves forward. After the first thirty (30) cases are resolved, counsel will meet and confer regarding ways to improve the efficiency of the proceedings, including whether to pursue settlement discussions or mediation or to change the number of cases filed in each stage. If the parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings and conferring in good faith, each side shall select another fifteen (15) cases per side to proceed to individual arbitration proceedings, which shall occur within ninety (90) days of the selection of the cases (unless the parties agree to a different time period). Each of these thirty (30) cases shall be assigned to a different Merits Arbitrator, though if the parties otherwise agree, a single Merits Arbitrator may be assigned up to five (5) cases. After this second set of thirty (30) cases are resolved, counsel will again meet and confer regarding ways to improve the efficiency of the proceedings, including whether to pursue settlement discussions or mediation or change the number of cases

filed in each stage. If the parties do not reach a global resolution after the second set of cases are resolved, on either party's motion, the Process Arbitrator can decide to expedite the proceedings by forgoing more rounds of case selection and instead assigning Merits Arbitrators to all of the remaining cases at once. If no motion is made, this Mass Arbitration Procedure shall continue with thirty (30) cases in each set of proceedings, consistent with the parameters identified above. You and the Bank agree to engage in these Mass Arbitration Procedures in good faith, which includes an agreement to pay the parties' respective case fee if your case is selected. Any dispute regarding any aspect of the specific Mass Arbitration Procedures outlined in this section shall be resolved by the Process Arbitrator.

Mass Arbitration Fees

No AAA per case fee shall be assessed in connection with any case until the case is selected to proceed to individual arbitration proceedings as part of the process identified in this section.

Interpretation and Enforcement of Mass Arbitration Procedure

Any dispute regarding the interpretation or enforcement of these Mass Arbitration Procedures shall be decided by the Process Arbitrator or, in cases that have been released to merits proceedings, the Merits Arbitrator. Their decisions regarding the Mass Arbitration Procedures shall be considered interlocutory in nature and not subject to immediate judicial review. If any terms of these Mass Arbitration Procedures are found to be legally unenforceable for any reason, then the proceedings shall otherwise continue in arbitration in accordance with AAA's Mass Arbitration Supplementary Rules, or any equivalent AAA rule then in effect.

Survival and Severability of Terms

These arbitration provisions shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale or assignment of your account, or amounts owed on your account, to another person or entity. If any part of this Agreement is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

Effect of Arbitration Award; Appeal

The arbitration ruling will be considered final and binding, and enforceable by any court having jurisdiction. No party may seek an appeal of the arbitration ruling, except as provided under the FAA.

Jurisdiction and Venue

Any action or proceeding regarding a personal or business account or this Agreement must be brought in the state in which the financial center that maintains your account is located. You submit to the personal jurisdiction of that state. Note that any action or proceeding will be governed by and interpreted in accordance with the Governing Law section of this Agreement.

If a Claim is submitted to arbitration and the state where that financial center is located is not reasonably convenient for you, then you and we will attempt to agree on another location. If you and we are unable to agree on another location, then the location will be determined by the Administrator or arbitrator.

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