



Domestic Wire Transfer Request/Authorization

Originator/Payment By:

DAMMON ENGINEERING INC NAME	DL 008869659 LA 04/23/1956 07/20/2021 04/23/2022 CUSTOMER IDENTIFICATION
554 OLD SPANISH TRL STREET ADDRESS	CHECKING ACCOUNT TYPE
SLIDELL LA 70458-4054 CITY/STATE/ZIP	04/23/1956 DATE OF BIRTH
	0131813631 ACCOUNT NUMBER
	721-07-5648 TAX IDENTIFICATION NUMBER

Transfer Instructions:

\$ 17,731.49 WIRE AMOUNT		
MECHANICS BANK TARGET BANK NAME	WALNUT CREEK CA TARGET BANK CITY, STATE	121102036 TARGET BANK ABA
BENEFICIARY BANK NAME	BENEFICIARY BANK CITY, STATE	BENEFICIARY BANK ACCOUNT NUMBER
MECHANICS BANK (MAIN OFFICE) BENEFICIARY'S NAME	1111 CIVIC DRIVE BENEFICIARY'S ADDRESS	039666727 BENEFICIARY'S ACCOUNT NUMBER
	WALNUT CREEK CA 94596 BENEFICIARY'S CITY, STATE, ZIP, OR COUNTRY	
Originator to Beneficiary Information (optional):	Bank to Bank Information (optional):	
ACCOUNT NAME DONAHUE FITZGERALD LLP		
TRUSTEE TRUSTEE FOR AUTODESK TRUST I		
1999 HARRISON STREET 26TH FLOOR		
OAKLAND CA 94612	Purpose: SETTLEMENT AGREEMENT	

By signing below, Originator authorizes Regions Bank to effect the Funds Transfer described on this request and agrees to be bound by the terms and conditions of the Funds Transfer Agreement set forth on the reverse side hereof. Originator certifies that the information contained in this request is correct.

AUTHORIZED SIGNATURE

BANK AUTHORIZED SIGNATURE

NAME OF CORPORATION/PARTNERSHIP

APPROVING BANK OFFICER

BY: SIGNATORY REPRESENTATIVE NAME (PRINTED)

TITLE

Request Date: 07/30/2021

Wire fee: \$ 25.00

Wire Sequence Number: 210730006801

Prepared By: MAGGIE DEDEAUX

Branch: 001 00590 GAUSE SLIDELL

Additional charges may apply for notification services. Notification services are only available to customers that have entered into a separate funds transfer agreement with the Regions Money Transfer Department.

Thank you for banking with Regions!

Domestic Funds Transfer Agreement

This Funds Transfer Agreement is entered into between Regions Bank (the "Bank") and the payment order originator named on the reverse side hereof (hereinafter referred to as the "Customer").

The Customer has requested the Bank to wire transfer certain funds to the Beneficiary in accordance with the instructions set out on the reverse side hereof (all such information hereinafter referred to as the "Transfer Instructions"). The Transfer Instructions will be performed in accordance with the terms and conditions specified below.

1. **Written Transfer Instructions.** By signing the Transfer Instructions, Customer hereby expressly agrees to be bound by any Transfer Instructions, whether or not authorized, issued in its name and accepted by Bank in compliance with the security procedure chosen by Customer, and Customer further agrees to be bound by any Transfer Instructions that are actually authorized by Customer or its authorized representative and/or that otherwise are binding upon Customer pursuant to the law of agency. This Funds Transfer Agreement governs only Transfer Instructions issued in person by Customer.

2. **Execution and Acceptance of Transfer Instructions.** Bank is hereby authorized to honor, execute and accept any Transfer Instructions issued by Customer. If Bank elects to accept the Transfer Instructions, Bank shall use reasonable efforts to comply with the Transfer Instructions in paying the proceeds to the Beneficiary, if Bank is also the Beneficiary's bank, or in executing the Transfer Instructions if Bank is not also the Beneficiary's bank. Customer hereby acknowledges that the Transfer Instructions have been issued to Bank in a timely manner sufficient to allow Bank to ensure that payment is made to the Beneficiary on the payment date. Bank may, in all cases, rely on and accept Transfer Instructions issued on behalf of Customer by any individual(s) authorized by Customer to sign checks or other orders of withdrawal on any of Customer's depository accounts with Bank.

3. **Deposit Account Agreement.** Customer acknowledges and agrees that any demand deposit account Customer maintains with Bank is an integral part of the services offered by Bank and that all transactions initiated or processed pursuant to this Funds Transfer Agreement are subject to Bank's terms and conditions governing accounts in effect from time to time (the "Deposit Agreement"). The Deposit Agreement, including, without limitation, any and all terms thereof relating to ARBITRATION AND WAIVER OF JURY TRIAL, which terms shall govern any disputes between Customer and Bank arising out of this Funds Transfer Agreement, is expressly incorporated herein by reference; provided that the terms and conditions of this Funds Transfer Agreement shall control over any inconsistent terms and conditions of the Deposit Agreement with respect to the services contemplated by this Funds Transfer Agreement. Customer acknowledges that Customer has signed and executed all agreements, resolutions, signature cards and forms governing Customer's demand deposit account required by Bank. If Customer has not signed the forms required by Bank, by signing this Funds Transfer Agreement, Customer acknowledges that Customer has read the contents of and agrees to be bound by the terms of those forms, agreements and documents, and adopts and ratifies, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on Customer's account.

4. **Settlement and Fees.** Bank is not obligated by this Funds Transfer Agreement to honor, execute, or accept any Transfer Instructions. If Bank elects to accept the Transfer Instructions issued by Customer or if the Transfer Instructions are otherwise made effective against Customer, Customer agrees to settle for the Transfer Instructions at the time the Transfer Instructions are issued by Customer or at any other time as determined by Bank in its sole discretion. Bank is hereby authorized to charge the account designated on the reverse side hereof ("Authorized Account") as settlement for the Transfer Instructions. Customer must maintain sufficient collected available funds in the Authorized Account to settle for the Transfer Instructions at the time that the Transfer Instructions are issued. Bank shall have the right to charge other accounts maintained by Customer with Bank that are not designated as an Authorized Account if Bank accepts the Transfer Instructions and the designated Authorized Account does not have sufficient balances to settle for the Transfer Instructions. Bank may process Transfer Instructions in any order convenient to Bank and Bank may charge items, including settlement for Transfer Instructions, in any order or sequence selected by Bank. Customer hereby authorizes Bank to charge Customer any direct or indirect transfer charges incurred by Bank arising out of Bank's execution of Customer's Transfer Instructions. These charges shall be paid by Customer at the time this Funds Transfer Agreement is signed or will be charged to Customer's Authorized Account. If Bank is required to trace a payment, amend payment instructions, recall funds or provide information not given to Bank at time this request is completed, there will be additional charges for these services.

5. **Issuance of Transfer Instructions.** Transfer Instructions may only be executed on Monday through Friday when Bank is open ("Business Day"). Federal and State Banking holidays are not included as a Business Day. Transfer Instructions received before the cut-off time will be processed on the same Business Day. Transfer Instructions received after the cut-off time on a Business Day or on a day that is not a Business Day will be treated as being received on the next Business Day. The funds transfer cut-off time is posted at Bank's branch locations. Customer acknowledges that Bank shall have no obligation to ascertain the identity of the beneficiary or the beneficiary's bank and shall have the right to reject any Transfer Instructions that do not identify the account number and address of the beneficiary and the identifying number of the beneficiary's bank. Customer further acknowledges that Bank is not responsible for detecting any Customer error contained in any Transfer Instructions issued by Customer.

6. **Errors in Transfer Instructions.** Customer agrees that Bank shall have no obligation to discover errors in Transfer Instructions and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the beneficiary, or an intermediary or beneficiary's bank, or for errors in the amount of the Transfer Instructions. Customer acknowledges and agrees that (a) if the identifying number or bank account number Customer has given in this request is not the named beneficiary's, the beneficiary's bank may pay this funds transfer according to the number rather than according to the beneficiary's name, and (b) if an identifying number of an intermediary bank or of the beneficiary's bank Customer has given to Bank is not that of the bank named in this request, Bank may rely on the number as the proper identification of the intermediary or beneficiary's bank. Bank shall likewise have no duty to discover and shall not be liable for duplicate Transfer Instructions issued by Customer. In the event that Customer makes an error or issues a duplicate Transfer Instructions, Customer shall indemnify, defend all claims, and hold Bank harmless from any loss, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of completion of the funds transfer.

7. Amendments and Cancellations.

7.1 Transfer Instructions may be canceled by Customer, provided the cancellation instruction is received by Bank at a time and in a manner affording Bank a reasonable opportunity to act prior to Bank's acceptance of the Transfer Instructions.

7.2 If accepted by Bank, any cancellation of Transfer Instructions by Customer shall relieve Bank of any obligation to act on such Transfer Instructions and, if accepted by Bank, any amendment of Transfer Instructions by Customer shall relieve Bank of any obligation to act on such Transfer Instructions in their un-amended form.

7.3 Customer acknowledges and agrees that after Transfer Instructions have been accepted by the beneficiary's bank, return of such funds must be authorized by the beneficiary and Bank has no responsibility to procure the return of such funds. If Customer asks Bank to recover funds which Bank has already transferred, Bank shall be under no obligation to do so.

8. **Rejection of Transfer Instructions.** Customer agrees that Bank has no obligation to accept Transfer Instructions and therefore may reject any Transfer Instructions issued by Customer. Bank has no obligation to notify Customer of the rejection of the Transfer Instructions issued by Customer but Bank may so notify Customer at Bank's option. Bank shall have no liability to Customer for rejection of Transfer Instructions and shall not be liable to pay interest to Customer even if the amount of Customer's Transfer Instructions is fully covered by a withdrawable credit balance in an Authorized Account of Customer or Bank has otherwise received full payment from Customer.

9. Use of Correspondents, Agents, and Systems.

9.1 Customer agrees that in executing Transfer Instructions Bank may make use of such correspondents, agents and communication systems as it deems necessary or desirable to execute such Transfer Instructions. To the fullest extent permitted by law (a) such correspondents, agents and systems shall be deemed to be agents of Customer, and Bank shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mistake in payment by any of them, and (b) Bank shall not be liable for any errors, mutilations, mis-delivery, or failure of delivery in the transmission of Transfer Instructions by such correspondents, agents and communication systems or for any suspension of any means of communication or for any imposition of a censorship, exchange control or other restriction by such correspondents, agents, and communication systems, all such risk being borne by Customer.

9.2 All Transfer Instructions, amendment or cancellation thereof, carried out through a funds transfer system will be governed by all applicable funds transfer system rules, whether or not Bank is a member of the system. Any Transfer Instructions or cancellation thereof may be transmitted by any bank by use of the funds transfer system of the Federal Reserve Bank ("Fedwire"). The rights and obligations of Bank and Customer with respect to any Transfer Instructions, including (without limitation) Bank's right to reserve, adjust, stop payment, or delay posting of executed Transfer Instructions, any part of which is carried out through the use of the Fedwire, will be governed by any applicable laws, the regulations of the Board of Governors of the Federal Reserve System, and the operating circulars of the Federal Reserve Bank.

10. **Compliance with Laws.** Customer agrees to comply with all applicable laws, rules, procedures and regulations with respect to the use of its accounts at Bank and its use of the service described in this Funds Transfer Agreement. Bank will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). If Transfer Instructions name a person or entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, by law Bank shall not complete the transfer and shall "block" the funds until such time that OFAC issues a written release to Bank.

11. **Indemnification.** Customer shall be liable to Bank for and shall indemnify and hold Bank and its affiliates and their respective officers, directors, employees and agents harmless from and against any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses arising or resulting from acts or omissions of Customer, or from the provision of invalid or inaccurate data by Customer or by any other person or entity acting on Customer's behalf, including without limitation (a) a breach by Customer of any provision of this Funds Transfer Agreement; (b) Bank's debiting or crediting of the account of any person or entity as requested by Customer; and (c) the failure to act or the delay of any financial institution other than Bank.

12. **Customer Cooperation.** In the event that Bank is entitled under the law governing mistake and restitution to recover from any beneficiary all or any part of a funds transfer made to such beneficiary hereunder, Customer shall upon Bank's request but without expense to Bank testify in any legal proceedings and otherwise take any action necessary to assist or enable Bank to recover from such beneficiary. Customer hereby consents to Bank's disclosure to government authorities of information concerning Customer and transactions under this Funds Transfer Agreement that Bank believes to be appropriate or necessary to fulfill legal recordkeeping and reporting requirements.

13. **Furnishing Information.** Upon request Customer will provide Bank with any transaction information necessary for Bank to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Transfer Instructions, including but not limited to, dollar amounts, account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

14. **Entire Agreement.** The Deposit Agreement, the Transfer Instructions, and this Funds Transfer Agreement (a) constitute the entire agreement between Bank and Customer regarding the use of Bank's wire transfer service for the execution of the transaction described in the Transfer Instructions; (b) supersede, solely with respect to the transaction described in the Transfer Instructions, any prior agreements between Bank and Customer regarding in person wire transfers and (c) shall be binding upon and enforceable against Customer and Customer's successors and assigns. If any part of this Funds Transfer Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect.