

## Settlement Agreement

This Settlement Agreement (“Agreement”) is entered into this 3<sup>rd</sup> day of February, 2005 (“Effective Date”) by and between the following parties (hereinafter “Parties”): American Council of the Blind of Metropolitan Chicago and Kelly Pierce (collectively referred to herein as “Claimants”), and LaSalle Bank Corporation, which includes its wholly owned subsidiaries, LaSalle Bank National Association and Standard Federal Bank National Association, (collectively referred to herein as “LaSalle”) for the purposes and on the terms specified herein and operates in conjunction with the Confidential Addendum (“Addendum”) to this Agreement executed concurrently herewith.

### RECITALS

This Agreement is based on the following facts:

A. Kelly Pierce is an individual who is blind or vision impaired and who currently has, had, or would like to have one or more bank accounts with LaSalle or would like to use various Automated Teller Machines ("ATMs") owned and operated by LaSalle via a network system. Kelly Pierce is an individual with a disability within the meaning of Section 3(2) of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101, 12102(2) ("ADA") and the Title III regulations implementing the ADA contained in 28 C.F.R. §§ 36.101, et seq. ("ADA Regulations") and Illinois state laws and local ordinances.

B. The American Council of the Blind of Metropolitan Chicago (“ACBMC”) is the Chicago chapter of the national organization, the American Council of the Blind. The ACBMC provides advocacy services on behalf of blind and vision-impaired persons in Illinois, and is dedicated to promoting the well-being of blind and vision-impaired persons, and providing information to the general public about the accomplishments, needs and contributions of blind and vision-impaired persons. The ACBMC has its principal place of business in Illinois. Among the ACBMC’s members, and those on whose behalf it advocates and provides services, are individuals with disabilities within the meaning of the ADA, the ADA Regulations and Illinois state laws and local ordinances. Many of these individuals hold bank accounts with LaSalle or with other banks and would like to utilize LaSalle ATMs to access those accounts.

C. LaSalle does business in several states across the United States, where LaSalle owns, operates or leases ATMs, provides written materials related to various consumer banking products, and makes its web sites available to the public.

D. A dispute has arisen between Claimants and LaSalle concerning whether LaSalle provides Claimants and other Persons with Vision Impairments or Blindness with legally required access to its printed materials, web sites, and ATMs (the "Dispute").

E. The Parties enter into this Agreement in order to resolve the Dispute and to avoid the burden, expense, and risk of potential litigation. In entering into this Agreement, LaSalle does not admit, and specifically denies, that it has violated or failed to comply with any provisions of the ADA, any applicable laws of any state relating to accessibility for persons with disabilities to public accommodations, any regulations or guidelines promulgated pursuant to those statutes, or any other applicable laws, regulations, or legal requirements. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by LaSalle of any such violation or failure to comply with any applicable law. Neither this Agreement, nor any of its terms or

provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Claimants with respect to technology, the requirements of any applicable law or LaSalle's compliance with such applicable law. This Agreement and its terms and provisions shall not be offered or received as evidence for any purpose whatsoever against LaSalle or any LaSalle Parties as that term is defined in the Addendum, in any action or proceeding, other than a proceeding to enforce the terms of this Agreement.

NOW, THEREFORE, the Parties hereby agree to the following provisions:

## 1. Definitions

1.1 Americans with Disabilities Act or ADA means the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, et seq., and the Title III implementing regulations, 28 C.F.R., Part 36, including Appendix A, the Standards for Accessible Design (hereinafter "Standards").

1.2 Auxiliary Aids and Services means qualified readers, taped texts, audio recordings, Braille materials, large print materials, or other effective methods of making printed materials available to Persons with Vision Impairments or Blindness.

1.3 Counsel means The Law Office of Elaine B. Feingold and Equip for Equality, Inc. and the attorneys practicing law therein.

1.4 Error Information means information, appearing on either a LaSalle ATM screen or on paper dispensed by the LaSalle ATM, that is provided to a sighted user and that states reasons why a LaSalle ATM is unable to complete a particular Function requested by the user.

1.5 Existing ATM Locations means all existing ATM Locations owned and operated by LaSalle as of the Effective Date. This term does not include Existing LaSalle Branded ATMs as defined in Section 1.6 of this Agreement. Location means a location as that term is used as of the Effective Date in the ATM Locator page of LaSalle Bank's web sites, whose current web site URLs are [www.lasallebank.com](http://www.lasallebank.com) and [www.standardfederalbank.com](http://www.standardfederalbank.com), except as set forth in Section 3.8.

1.6 Existing LaSalle Branded ATM means an ATM owned by a third party but exhibiting the LaSalle brand as of the Effective Date of this Agreement under a branding and servicing agreement.

1.7 Function means a task or transaction that a LaSalle ATM is capable of performing. Examples of ATM Functions available on LaSalle ATMs as of the Effective Date include the ability to dispense cash, accept deposits, provide account balance information before and after a transaction, and transfer money between multiple accounts.

1.8 LaSalle Automated Teller Machine or LaSalle ATM means, for the purpose of this Agreement and subject to the provisions of Section 1.6, a self-service, card accessed electronic information processing device that dispenses cash and/or accepts deposits, and is owned or leased and operated by LaSalle, and for the primary purpose of conducting certain financial and/or other transactions directly through the device.

1.9 LaSalle Talking ATM means a LaSalle ATM installed pursuant to this Agreement which, by means of an audio enhancement, enables Persons with Vision Impairments or Blindness to independently access Functions on the ATM that are available to sighted persons and that are required to be accessible pursuant to Section 3 of this Agreement. LaSalle Talking ATMs installed pursuant to this Agreement have the following features: (1) speech output with volume control; (2) Tactilely Discernible Controls, as

defined in Section 1.14 herein; (3) private audible output of information by delivery through an earphone, whose jack will be placed in an easily locatable position and will be a standard, 3.5 millimeter size; (4) ability for the user to correct entries without canceling the entire transaction; (5) audible transaction prompts to enable completion of each Function accessible pursuant to this Agreement; (6) audible operating instructions and orientation to machine layout; (7) audible information regarding all Error Information that the ATM provides to sighted users; (8) ability for the user to interrupt (bypass) audible instructions; (9) ability for the user to repeat audible instructions; (10) confirmation of dollar entry amount in a manner that allows the user to correct an incorrect entry; (11) audible information in both English and Spanish provided that both languages are available on the ATM to sighted users; and (12) audible acknowledgment of all inputs, except that entry of the personal identification number need not be verified audibly with numbers.

1.10 LaSalle 24-Hour Telephone Customer Service means the toll-free telephone banking customer service that LaSalle provides to its consumers 24 hours per day for conducting banking transactions and obtaining information about consumer accounts, products and services.

1.11 Persons with Vision Impairments or Blindness means individuals who are blind or have central visual acuity not to exceed 20/200 in the better eye, with corrected lenses, as measured by the Snellen Test, or visual acuity greater than 20/200, but with a limitation in the field of vision such that the widest diameter of the visual field subtends an angle not greater than 20 degrees.

1.12 Rollout Locations means Existing ATM Locations and Subsequently Acquired ATM Locations, and does not include ATM Locations where Talking ATMs are deployed during Pilot Projects.

1.13 Subsequently Acquired ATM Locations means ATM Locations that are added to the ATM Locator page of the LaSalle web site for the first time after the Effective Date, using the criteria and timing for adding ATM Locations to the ATM Locator Page in effect as of the Effective Date.

1.14 Tactilely Discernible Controls means operating mechanisms used in conjunction with speech output that can be located and operated by feel. When a numeric keypad is part of the Tactilely Discernible Controls used on a LaSalle Talking ATM, all function keys will be mapped to the numeric keypad and the numeric keypad will have an "echo" effect such that the user's numeric entries are repeated in voice form, except for the entry of a personal identification number.

2. Duration and Geographic Scope of Agreement. This Agreement shall apply to all LaSalle ATMs (except Existing LaSalle Branded ATMs), consumer banking web sites, and printed materials related to LaSalle's consumer banking products and services, to the extent identified in this Agreement, wherever LaSalle does business in the United States or its territories. The terms of this Agreement shall remain in effect from the Effective Date to six months after completion of the Rollout described in Section 3.3 below unless extended by agreement of the Parties.

### 3. Talking ATMs.

#### 3.1 Development and Testing of LaSalle Talking ATMs.

3.1.1 Following the Effective Date, in conjunction with its ATM vendors, LaSalle will continue developing and testing LaSalle Talking ATMs. The LaSalle Talking ATMs that will be developed and tested will provide Persons with Vision Impairments at a LaSalle ATM Location independent access to the following Functions, to the extent that such Functions are available to

sighted persons at such LaSalle ATM Location: (i) transfers between a user's accounts; (ii) deposits to a user's accounts; (iii) cash withdrawals from a user's accounts; (iv) account balance for a user's accounts; (v) cash withdrawals from a user's credit card accounts when the ATM is accessed through the user's credit card; and (vi) any other transactional function available to sighted persons at such LaSalle ATM Location; provided, however, that LaSalle shall not be required to provide any Function that is expressly excluded from applicable provisions of the ADA or its implementing regulations.

3.1.2 During the Development and Testing phase, LaSalle personnel will be available, on reasonable notice, to meet with Claimants and Counsel at least once every sixty (60) days to demonstrate and report on the progress of these efforts and to elicit input regarding the operation, usability and flow of the Talking ATM. LaSalle shall consider in good faith all written comments given by Counsel regarding the demonstration and report, provided that such comments and suggestions are consistent with this Agreement and the ADA, and provided further that such comments are communicated by Counsel in writing on behalf of the Claimants to LaSalle within thirty (30) days after the demonstration or meeting which gives rise to the comments. Within thirty (30) days after receipt of any such comments, LaSalle shall provide Counsel with a specific response in writing regarding LaSalle's position on each such comment.

3.2 Pilot Project of LaSalle Talking ATMs. At the conclusion of the Development and Testing phase, LaSalle will conduct the LaSalle Talking ATM Pilot Project ("Pilot Project"). LaSalle will deploy no fewer than twenty-five (25) Talking ATMs by March 31, 2005 at various LaSalle ATM Locations. LaSalle will deploy six (6) of the twenty-five (25) Talking ATMs by November 30, 2004, and the remaining nineteen (19) Talking ATMs by March 31, 2005.

3.2.1 Meeting with Claimants: During the Pilot Project, LaSalle personnel will be available, on reasonable notice, to meet with Claimants and Counsel at least once every sixty (60) days to report on the progress of the Pilot Project and to elicit input regarding the operation, usability and flow of the Talking ATM. LaSalle shall consider in good faith all written comments given by Counsel regarding the subjects discussed at the meeting, provided that such comments and suggestions are consistent with this Agreement and the ADA, and provided further that such comments are communicated by Counsel in writing on behalf of the Claimants to LaSalle within thirty (30) days after the demonstration or meeting which gives rise to the comments. Within thirty (30) days after receipt of any such comments, LaSalle shall provide Counsel with a specific response in writing regarding LaSalle's position on each such comment.

3.2.2 Once every sixty (60) days after the Effective Date of this Agreement, LaSalle will notify Counsel in writing regarding the status of the LaSalle Talking ATM Pilot Project.

3.2.3 Pilot Project Completion: Subject to the provisions of this Agreement, the Pilot Project shall continue until March 31, 2005. However, if significant network and data security issues related to the implementation of LaSalle Talking ATM technology have not been resolved by this date, the Pilot Project shall continue for up to ninety (90) days to resolve such issues, provided that written notice and explanation of the nature of the delay is delivered to Counsel in a timely manner.

3.2.4 If any significant network and data security issues causing a schedule delay are not resolved by June 30, 2005, the Parties will begin negotiations by no later than July 15, 2005, to determine an alternative schedule for completion of the Pilot Project and commencement of the

Talking ATM Rollout. If the Parties reach an agreement on this issue, such agreement will be memorialized in writing as a further Addendum to this Agreement. If the Parties are unable to reach an agreement on an alternative schedule within thirty (30) days of beginning negotiations, and if the Parties have not agreed to an extension of the negotiation period, the issue of an appropriate schedule for completing a Pilot Project of LaSalle Talking ATMs and beginning the Talking ATM rollout will be submitted to non-binding mediation pursuant to Section 9.4 below. Sections 9.1 through and including 9.2 shall not apply. If the issues are not resolved by mediation by September 15, 2005, the issues will be submitted to binding arbitration pursuant to Section 9.5 below.

### 3.3 LaSalle Talking ATM Rollout.

3.3.1 Upon completion of the Pilot Project as specified above, LaSalle will begin the Talking ATM Rollout ("Rollout"). During the Rollout, LaSalle will deploy at least one Talking ATM at each LaSalle ATM Location in accordance with the following schedule:

<b>Year 1</b>	33% of ATM Locations will be completed by December 31, 2005.
<b>Year 2</b>	66% of ATM Locations will be completed by December 31, 2006.
<b>Year 3</b>	100% of ATM Locations will be completed by December 31, 2007.

3.3.2 Early Completion of Pilot Project: In the event that LaSalle completes the Pilot Project prior to March 31, 2005, and begins to deploy additional Talking ATMs, the Parties agree that any obligations under this Agreement triggered by completion of the Pilot Project or the beginning of the Rollout shall not accrue before March 31, 2005.

3.3.3 Selection of Rollout Locations: All LaSalle ATM Locations at which LaSalle Talking ATMs are scheduled to be placed during Year 1 will be mutually agreed to and selected by the Parties from a list of locations provided by LaSalle. Location suggestions provided in a timely manner by Claimants during subsequent Rollout Years will be considered in good faith by LaSalle.

3.3.4 Locations with Different Types of LaSalle ATMs: Whenever a LaSalle ATM Location has multiple LaSalle ATMs, the LaSalle Talking ATM at that Location shall have all the Functions available at that Location, except as otherwise provided in Section 3.1.1. In addition, after March 31, 2005, whenever LaSalle installs a Talking ATM at an ATM location that has multiple ATMs with varying hours of operation, the LaSalle Talking ATM shall have the same hours of operation as the ATM with the longest hours of operation. If a walk-up ATM and a drive-up ATM have equal hours of operation, the Talking ATM shall be the walk-up ATM.

3.4 Newly Purchased ATMs. If during the term of this Agreement LaSalle purchases ATMs, such ATMs will be equipped with the necessary hardware and software to enable the machines to serve as LaSalle Talking ATMs. Such machines will be converted to LaSalle Talking ATMs as soon as reasonably practicable after installation in a public place.

3.5 ATMs acquired from other institutions. This Section applies whenever, during the term of this Agreement, LaSalle acquires, in one transaction, in excess of fifty (50) ATM Locations that contain ATMs that have already been deployed by another financial institution or other ATM provider (hereafter referred to as a "Bulk ATM Acquisition"). LaSalle will notify Claimants in writing within sixty (60) days after a Bulk ATM Acquisition. LaSalle agrees that each ATM location that is part of a Bulk ATM Acquisition

will be equipped with a LaSalle Talking ATM. However, the terms and installation schedule of LaSalle Talking ATMs at such locations shall be subject to separate agreement negotiated by the Parties at such time, and shall not be subject to the procedures of Section 9 contained herein.

3.6 Subsequently Relinquished ATMs. If LaSalle ceases to own, operate or lease an ATM after the Effective Date, that ATM shall no longer be subject to this Agreement as of the date upon which LaSalle ceases to own, operate or lease the ATM, unless (i) the ATM is relinquished to a parent or successor of LaSalle itself, or (ii) the ATM is relinquished to a Third Party with whom LaSalle has a branding and servicing agreement. In these instances, the ATM remains subject to this Agreement.

3.7 Existing and New LaSalle Branded ATMs. Existing LaSalle Branded ATMs, as defined in Section 1.6 herein, are expressly excluded from this Agreement. Except as set forth in Section 3.7.1 herein, LaSalle shall not enter into any new branding and servicing agreements with third parties, or add additional ATMs to existing branding and servicing agreements after the Effective Date unless all added LaSalle branded ATMs pursuant to such agreements are LaSalle Talking ATMs, subject to the Rollout defined in Section 3.3.

3.7.1 ATMs that are not LaSalle Talking ATMs may be installed in Speedway stores in the State of Michigan to the extent required under branding and servicing agreements with Speedway existing as of the Effective Date. Annually on December 15 of each year during the term of the Agreement, LaSalle will provide Claimants with an address list for ATMs that fall within this Section 3.7.1.

3.8 Multiple ATMs in Public Facilities. If an ATM Location is a single street address comprising a large public facility (such as an airport, stadium or shopping mall) and is identified by the LaSalle ATM Locator as constituting one location but has LaSalle ATMs in more than one area, LaSalle will deploy a Talking ATM in each area. The Locator shall indicate the approximate location of the LaSalle Talking ATM(s) in each area within the facility, unless all of the LaSalle ATMs in such facility are LaSalle Talking ATMs.

3.9 Provisions Regarding Particular Functions on Talking ATMs. If at any time during the Term of this Agreement, LaSalle reasonably concludes that there is a Function that will be offered to sighted customers on a LaSalle ATM at a particular LaSalle ATM Location, other than the Functions set forth in Section 3.1.1, that cannot be made part of a LaSalle Talking ATM at such Location, LaSalle will notify Counsel in writing, providing written documentation from all applicable vendors or other explanatory material supporting its conclusions. At Counsel's request, made in writing within thirty (30) days after receiving LaSalle's written notification, LaSalle will arrange for a meeting to be held with Claimants and Counsel, LaSalle and, if applicable, the appropriate ATM vendors regarding any Function that is the subject of the written notice.

3.10 Public Comments Regarding LaSalle Talking ATMs: During the Pilot Project and Rollout, LaSalle will accept input from Persons with Vision Impairments regarding the use and operation of the LaSalle Talking ATMs. To the extent such input is received by means of (i) electronic communications from Persons with Vision Impairments through LaSalle's web site, (ii) in person communication at a LaSalle branch, or (iii) telephone communications from Persons with Vision Impairments through the LaSalle Telephone Customer Service, LaSalle will record such input in accordance with its Policies and Procedures. Such relevant information shall be provided to Counsel upon request, subject to the condition that LaSalle will not provide information subject to any restrictions relating to rights of privacy or confidentiality or any other statutory or regulatory restrictions on LaSalle. In the event Claimants seek information that LaSalle contends is subject to such rights, a determination made by the regulatory agency

involved will be controlling. In no event will such issue be subject to the procedures of Section 9.

### 3.11 Provision of Information to Claimants.

3.11.1 During the LaSalle Talking ATM Pilot and Rollout, LaSalle will notify Claimants' Counsel electronically by means of an e-mailed Excel spreadsheet of the address of each LaSalle Talking ATM. Such notification will occur no later than the 10<sup>th</sup> of the month subsequent to the month in which the LaSalle Talking ATM is installed. If all ATMs at the location are not Talking ATMs, the spreadsheet shall also indicate whether the Talking ATM is a drive-up or a walk-up ATM, and whether there is also a walk-up ATM at the same branch address if the Talking ATM is listed as a drive-up ATM, and if so, whether the walk-up ATM is inside or outside of the branch.

3.11.2 Twice annually during the Term of this Agreement, beginning March 31, 2005, LaSalle shall provide counsel with the following information: (i) a list of any New Functions on LaSalle ATMs that were not on LaSalle ATMs as of the Effective Date; (ii) a copy of all Talking ATM Installation Checklists, as described in Section 5.1.3, for every LaSalle ATM Location at which a LaSalle Talking ATM was installed during the reporting period.

3.11.3 Within thirty (30) days of receiving the information required pursuant to Section 3.11.2 above, Claimants may request additional information reasonably related to implementation of this Agreement. Within thirty (30) days of Claimants' request, LaSalle shall provide such information to Claimants or state objections to same in writing. Claimants shall grant any reasonable request from LaSalle for an extension of time to do the same.

### 3.12 Visual Signage and Braille Labeling.

3.12.1 Each LaSalle Talking ATM installed pursuant to this Agreement shall have a sign that identifies the machine as a Talking ATM.

3.12.2 All LaSalle Talking ATMs installed pursuant to this Agreement shall have Braille labels identifying the following components: the earphone jack, deposit slot, card slot, cash dispenser and receipt dispenser. In addition, there will be a raised dot on the center or "5" key on the keypad to assist with orientation.

3.13 Availability of Private Listening Devices. LaSalle will provide listening devices necessary to utilize any LaSalle Talking ATM at no charge to Persons with Vision Impairments. LaSalle will use its best efforts to provide such devices in a timely manner upon requests made through its toll free telephone banking staff and at bank branches where at least one LaSalle Talking ATM has been installed. The private listening devices shall be distributed with instructions about how users are to locate the earphone jack and activate the LaSalle Talking ATM audio program. Such instructions shall be available in audio and large print by March 31, 2005.

3.14 Maintenance of Talking ATMs. LaSalle will maintain its Talking ATMs in operable working condition, consistent with its prevailing service standards for ATMs generally at locations containing a single ATM.

## 4. Auxiliary Aids and Services for Printed Material.

4.1 Provision of Auxiliary Aids and Services for LaSalle's Printed Material. LaSalle agrees to

provide Auxiliary Aids and Services to Persons with Vision Impairments or Blindness by March 31, 2005. LaSalle shall implement Policies, Practices and Procedures to facilitate the provision of such Aids and Services (hereinafter "Policies, Practices and Procedures"). LaSalle shall provide its proposed Policies, Practices and Procedures to Claimants on or before February 28, 2005. Claimants may provide written comments and suggestions to LaSalle within fifteen (15) days after receipt. LaSalle shall consider and use its best efforts to incorporate the substance of any such written comments and suggestions submitted by Claimants that are consistent with the ADA and this Agreement. LaSalle will implement its final Policies, Practices and Procedures within fifteen (15) days after receipt of the Claimants comments and suggestions. LaSalle may revise its Policies, Practices and Procedures from time to time following the Effective Date. LaSalle shall provide notice of such revisions to Claimants prior to implementation. Claimants may provide written comments and suggestions within thirty (30) days after receipt. LaSalle shall consider and use best efforts to incorporate the substance of any such written comments and suggestions provided by the Claimants that are consistent with the ADA and this Agreement.

4.2 Auxiliary Aids and Services Policies, Practices and Procedures. LaSalle's Policies, Practices and Procedures shall be consistent with the ADA and shall include processes and procedures to effectively communicate to Persons with Vision Impairment or Blindness.

4.2.1 Scope of LaSalle's Obligation to Provide Effective Auxiliary Aids and Services. LaSalle will provide Auxiliary Aids and Services for customers of LaSalle for deposit account statements, account disclosures, and information related to its consumer banking products and services to Persons with Vision Impairments or Blindness who request Auxiliary Aids and Services in a manner consistent with Section 4.2.4 below. If more than one Auxiliary Aid or Service is effective to communicate a particular printed material to a Person with Vision Impairment or Blindness, LaSalle may select the effective method of its choice, as further set forth in this Agreement.

4.2.2 Types of Auxiliary Aids and Services Offered. LaSalle shall make available Auxiliary Aids and Services, including Grades 1 and 2 Braille, large print, audio tape cassette, floppy or computer disk, agent or operator assisted and self-service telephone banking operations, and in-person staff assistance. LaSalle's web sites may serve as Auxiliary Aids and Services when LaSalle's web sites comply with Priorities 1 and 2 of the Web Accessibility Guidelines, as set forth in Section 6 below. LaSalle will notify Claimants when such sites comply with Priorities 1 and 2. Additionally, any third-party vendor that LaSalle uses to produce Braille materials pursuant to this Agreement shall be required by LaSalle to comply with the Braille Authority of North America's standards for printing Braille materials, currently found at [www.brl.org](http://www.brl.org).

4.2.3 Reasonable Method or Methods for Persons with Vision Impairments or Blindness to Request Auxiliary Aids and Services. LaSalle shall allow Persons with Vision Impairments or Blindness to request Auxiliary Aids and Services through branch staff, telephone banking staff, or by its web sites. LaSalle's Policies, Practices and Procedures will allow such customers to request Auxiliary Aids and Services for consumer deposit account statements on an automatic basis. Provision of account statements in a format requested by the customer shall continue indefinitely unless the original request is modified or discontinued by the customer. LaSalle will provide Auxiliary Aids and Services for any other print materials related to consumer banking products and services upon individual request.

4.2.4 Time Frame Within which LaSalle Must Provide Auxiliary Aids and Services After Receipt of a Request. LaSalle 's Auxiliary Aids and Services vendor contract(s) have performance



standards for all materials to be produced and sent to the customer. All account statements will be produced and mailed to the customer within three (3) business days from receipt of the statement data by the vendor. All other documents that are twenty (20) pages or less will be produced and mailed to the customer within five (5) business days from receipt of the document by the vendor. All documents over twenty (20) pages will be produced and mailed to the customer in a timely manner depending on the nature of the document. LaSalle's Policies, Practices and Procedures will provide that LaSalle will transmit the customer's request to the vendor by the end of the next business day following receipt by LaSalle. Should LaSalle discontinue its utilization of a third-party vendor for producing Auxiliary Aids and Services during the term of this Agreement, LaSalle shall notify Claimants with thirty (30) days of such termination. LaSalle agrees to hire a replacement vendor or make comparable arrangements to continue producing Auxiliary Aids and Services within a reasonable time following such termination. LaSalle shall revise appropriate Policies, Practices and Procedures as necessary to continue to provide Auxiliary Aids and Services in a timely manner.

4.2.5 Method for a Person with Vision Impairments or Blindness to Request, and for LaSalle to Provide, an Auxiliary Aid or Service Other than that Initially Offered by LaSalle. LaSalle shall establish a method by which Persons with Vision Impairments or Blindness can request a particular Auxiliary Aid or Service other than that offered by LaSalle for a particular type of printed material. LaSalle's Policies, Practices and Procedures shall establish a procedure for LaSalle to review such requests and consult with its vendor(s) within a reasonable time frame. LaSalle shall not be required to grant any such request if the Auxiliary Aid and Service initially offered is effective to communicate to the Person with Vision Impairment or Blindness.

4.2.6 No Charge for Auxiliary Aids and Services. LaSalle will not impose any fees or charges on Persons with Vision Impairments or Blindness for providing any Auxiliary Aids or Services pursuant to this Agreement.

4.3 Fee Waivers. LaSalle shall continue to waive fees associated with the use of its live teller assistance and Online Banking for Persons with Vision Impairments or Blindness. LaSalle shall also waive fees associated with the use of "bill pay" services for Persons with Vision Impairments or Blindness who cannot effectively utilize raised line checks.

4.4 Raised Line Checks. LaSalle will provide raised line checks for demand deposit accounts to Persons with Vision Impairments or Blindness who so request on the same terms and conditions and at a cost not to exceed the cost of the most comparable basic checks, if any.

4.5 Complaints Regarding LaSalle 's Provision of Auxiliary Aids and Services. LaSalle will use its best efforts to resolve all complaints from Persons with Vision Impairments or Blindness regarding LaSalle's handling of requests for Auxiliary Aids and Services and/or fee waivers. Upon the reasonable request of the customer, the resolution of the customer's complaint will be provided to the customer in writing, and through an Auxiliary Aid or Service.

4.6 Limitation of Remedies. A breach of this Section 4 shall occur only where Claimants can establish that LaSalle has engaged in a pattern or practice of non-compliance with Section 4. The Parties agree that the fact that a Person with Vision Impairment or Blindness is dissatisfied with a particular Auxiliary Aid or Service offered by LaSalle shall not constitute a breach of this Agreement. However, the Parties recognize that the experience of a Person with Vision Impairment or Blindness may be evidence of a pattern or practice of non-compliance. No breach of contract claims related to LaSalle's provision of

Auxiliary Aids or Services under this Agreement may be maintained by persons who are not Parties to this Agreement.

## 5. Instructions for LaSalle Personnel and Information to the Public

### 5.1 Instructions and Information Regarding Talking ATMs Installed During the Rollout.

5.1.1 Branches where a Talking ATM is installed. LaSalle will instruct its branch staff where LaSalle Talking ATMs are installed during the Rollout regarding (i) the location, use and operation of LaSalle Talking ATMs at the branch; (ii) appropriate methods of instructing Persons with Vision Impairments or Blindness how to use LaSalle ATMs generally and the LaSalle Talking ATMs in particular; (iii) how to obtain earphones for use with LaSalle Talking ATMs and where such earphones are located at the branch, and (iv) how to report malfunctions or maintenance issues regarding the LaSalle Talking ATM at the branch. Demonstration of LaSalle Talking ATMs shall be provided to Persons with Vision Impairments or Blindness upon reasonable request therefore. All requests made to LaSalle for assistance in using LaSalle ATMs generally and in using LaSalle Talking ATMs in particular will be handled by branch staff at a LaSalle Talking ATM location during regular branch business hours. The instruction described in this Section will be provided at least two business days prior to the date the Talking ATM becomes available to the public at the branch, and such information will be provided to the public thereafter.

5.1.2 All Branches. Prior to the start of the Rollout, LaSalle branch staff will be provided with information to enable them to inform members of the public regarding: how customers can locate LaSalle Talking ATMs and obtain additional Talking ATM information via LaSalle's websites and LaSalle's telephone banking staff;

5.1.3 Telephone Banking Staff. No later than March 31, 2005, LaSalle will instruct appropriate and sufficient telephone banking staff to inform the public regarding: (i) how to locate LaSalle Talking ATMs; (ii) how to obtain earphones for use with LaSalle Talking ATMs; and (iii) how to report malfunctions or maintenance issues regarding LaSalle Talking ATMs. This information shall be available to Persons with Vision Impairments and Blindness through LaSalle's toll-free telephone banking operations during the same hours that LaSalle provides its other telephone banking and customer services.

5.1.4 Talking ATM Checklist. Upon commencement of the Rollout, LaSalle will require that a Talking ATM Installation Checklist be completed at each branch office at which a Talking ATM is installed no later than thirty (30) days after the Talking ATM is made available to the public. LaSalle will provide Counsel with a draft Talking ATM Installation Checklist by January 31, 2005. The Checklist shall, at a minimum, have a place for the branch manager or designee of the location at which the Talking ATM is installed to indicate that all employees of the branch (i.) have used the machine with an earphone; (ii) know how to order earphones; and (iii) know how to report malfunctions with the Talking ATM. LaSalle will consider in good faith all of Counsel's comments regarding the draft Checklist that are consistent with this Agreement and are provided in writing within fifteen (15) days of receipt of the draft Checklist. A final Checklist will be provided to Counsel by no later than February 28, 2005.

### 5.2 Instructions and Information Regarding Talking ATMs Installed During the Pilot.

5.2.1 Branches where a Pilot Talking ATM is installed. LaSalle will use good faith efforts to provide initial information to selected staff at branches where Talking ATMs are installed during the pilot project. Such information may be provided as part of general training on new LaSalle ATMs that are also LaSalle Talking ATMs. At a minimum, such information will allow branch staff to instruct the public that there is a Talking ATM at the location and that the Talking ATM is activated by insertion of the headset into the headset jack. Branch staff will also be instructed regarding where earphones are kept at the branch, how to order additional earphones, and how to report problems with the Talking ATMs. The information described in this section shall be provided to Branch Staff prior to the date that the Talking ATM becomes available to the public at the branch location. In addition to the requirements of this section 5.2.1, and within ninety (90) days of the start of the Rollout, the obligations of Section 5.1.1 shall apply to branches at which a Talking ATM is installed during the pilot.

5.2.2 Telephone Banking: No later than the Effective Date, LaSalle will use good faith efforts to provide information to its Telephone Banking Staff to enable them to inform the public how to locate LaSalle Talking ATMs, how to obtain earphones for use with the Pilot Talking ATMs, and how to report Talking ATM malfunctions or maintenance issues. This information shall be available to Persons with Vision Impairments and Blindness through LaSalle's toll-free telephone banking operations during the same hours that LaSalle provides its other telephone banking and customer services.

5.3 Instructions Regarding Auxiliary Aids and Services Policy and Procedure. No later than March 31, 2005, LaSalle shall instruct appropriate staff, including branch staff and telephone banking staff, regarding the Auxiliary Aids and Services Policies, Practices and Procedures. At a minimum, appropriate staff shall be (i) instructed about how to inform customers about how they can request and obtain Auxiliary Aids and Services and to process requests for Auxiliary Aids and Services; (ii) instructed about how to inform customers of relevant Policies, Practices and Procedures and to answer questions and process requests for, Auxiliary Aids and Services and Section 4.3 Fee Waivers, or to refer customers to the appropriate person for such purposes; and (iii) instructed on how to either handle customer comments and complaints regarding Auxiliary Aids and Services or to refer customers to the appropriate person for such purposes.

5.4 Instructions for Branches with Teller Lights. No later than March 31, 2005, LaSalle will instruct Branch staff in locations where there is a visual method of signaling customers to the next available teller or service window regarding appropriate non-visual methods for signaling blind customers.

## 6. Web Accessibility.

6.1 Priority 1. LaSalle will use its good faith efforts to design and generate each page within the Personal, Customer Service, Apply and Locations sections of [www.lasallebank.com](http://www.lasallebank.com) and [www.standardfederalbank.com](http://www.standardfederalbank.com), (or current applicable URL) so that each substantially complies with Priority 1 of the Web Content Accessibility Guidelines found at [www.w3c.org](http://www.w3c.org). (hereinafter "Guidelines"), by the Effective Date.

6.2 Priority 2. LaSalle will use its good faith efforts to design and generate each page within the Personal, Customer Service, Apply and Locations sections of [www.lasallebank.com](http://www.lasallebank.com) and [www.standardfederalbank.com](http://www.standardfederalbank.com), (or current applicable URL) so that each substantially complies with Priority 2 of the Guidelines by the Effective Date.

6.3 Information to the Public Regarding Web Accessibility. No later than thirty (30) days after the Effective Date LaSalle will add one or more pages to [www.lasallebank.com](http://www.lasallebank.com) and [www.standardfederalbank.com](http://www.standardfederalbank.com) describing the Bank's efforts to make the LaSalle websites accessible to Persons with Vision Impairments or Blindness. The page(s) will include information as to how users can contact LaSalle concerning website accessibility issues.

6.4 Third Party Content on LaSalle Websites. LaSalle will use good faith efforts to include web accessibility as one of its criteria in relevant requests for proposals and other procurement documents involving third party content (which is web pages that are directly linked to pages of [www.lasallebank.com](http://www.lasallebank.com) or [www.standardfederalbank.com](http://www.standardfederalbank.com)) and outsourced applications and licensed third party software related to outsourced applications, within ninety (90) days of the Effective Date.

6.5 The Parties specifically recognize that LaSalle's Online Banking platform is currently provided by a third party vendor.

6.5.1 By December 31, 2004, LaSalle will contract with a jointly agreed upon web accessibility consultant (Consultant) to review LaSalle On-line Banking and provide a written report identifying whether or not it substantially complies with priorities 1 and 2 of the Web Content Accessibility Guidelines and if not, identifying specific areas of non-compliance and containing recommendations for improving accessibility.

6.5.2 LaSalle will provide a copy of the Consultant's report to Counsel within seven (7) days of LaSalle's receipt of the report. If the report reveals that there are areas of the on-line banking site that do not substantially comply with Priorities 1 and 2, LaSalle agrees to engage in good faith negotiations with Claimants and Counsel to resolve such compliance issues identified in the report. Such negotiations will occur no later than June 15, 2005. If the parties reach an agreement about the accessibility of LaSalle's on-line banking pages, such agreement will be memorialized in writing as a further Addendum to the Agreement. Absent an additional agreement in writing, such compliance issues will not be subject to the provisions of Section 9 herein.

6.5.3 If, at any time during the Term of this Agreement, LaSalle's On-Line Banking is provided directly by LaSalle, and is no longer provided by a third party vendor, LaSalle will so notify Claimants within thirty (30) days. The parties agree to engage in good faith negotiations regarding substantial compliance with Priorities 1 and 2 of LaSalle's On-line banking. If the parties reach an agreement about the accessibility of LaSalle's on-line banking pages, such agreement will be memorialized in writing as a further Addendum to this Agreement. Absent an additional agreement in writing, such compliance issues will not be subject to the provisions of Section 9 herein.

6.6. Reports. LaSalle will, during the Term of this Agreement, report to Claimants and Counsel on a semi-annual basis regarding the progress made toward compliance with Sections 6.1 through 6.5. The first such report will be submitted by LaSalle during the second week of January, 2005. Claimants may submit to LaSalle, within thirty (30) days of receipt of each such report, written questions regarding the report, and LaSalle will, within thirty (30) days of receipt of such questions, provide answers to Claimants.

6.7 Limitation of Remedies. A breach of this Section 6 shall occur only where Claimants can establish that LaSalle has engaged in a pattern or practice of noncompliance with Section 6. The Parties agree that if a web site contains Accessibility Errors from time to time that are inconsistent with the Priority levels described in this Section 6, or other access problems from time to time, such occurrences will not necessarily constitute a breach of this Agreement. However, the Parties recognize that repeated

Accessibility Errors of the same or similar type may be evidence of a pattern or practice of non-compliance. Furthermore, Claimants will not assert a breach of Section 6 unless a mutually agreed upon web consultant, hired by LaSalle, has determined that the challenged web page or portion thereof, does not substantially comply with the applicable Priority 1 or 2 Guidelines. No breach of contract claims related to LaSalle's obligations under Section 6 of this Agreement may be maintained by persons who are not Parties to this Agreement.

6.8 If the Web Content Accessibility Guidelines change during the Term of this Agreement, and either party believes that compliance with any revised standards would require or allow changes to the LaSalle web sites covered by this Agreement, the Parties will meet within thirty (30) days to discuss the effect of the new Guidelines on the LaSalle web sites.

## 7. Publicity and Information Regarding LaSalle Talking ATMs, Auxiliary Aids and Services Policy and Procedure, and Accessible Web Site.

### 7.1 LaSalle Web Site.

7.1.1 Talking ATMs. No later than Effective Date, the LaSalle web site (www.lasallebank.com and www.standardfederalbank.com ) shall inform users about the locations of LaSalle Talking ATMs. Talking ATM information will be updated in the same manner and on the same schedule as other ATM information on the LaSalle ATM Locator page.

7.1.2 Auxiliary Aids and Services. A summary of LaSalle's Policies, Practices and Procedures, including information regarding how to request and obtain Auxiliary Aids and Services and how to use the complaint procedure provided for therein, will be posted on the web sites, in an easily locatable manner, no later than May 31, 2005. A method for requesting Auxiliary Aids and Services via [www.lasallebank.com](http://www.lasallebank.com) and [www.standardfederalbank.com](http://www.standardfederalbank.com) will also be provided, consistent with the sites' security policies.

7.1.3 Accessible Web Site. Information regarding the accessibility of LaSalle's web site will be provided as set forth in Section 6.3.

7.2 LaSalle Branch and Telephone Banking Staff. LaSalle Branch and Telephone Banking Staff will provide information to the public as set forth in Section 5 herein. Addresses of LaSalle Talking ATMs shall be made available to LaSalle telephone banking customer service staff within ten (10) business days after each calendar month following the installation of each new Talking ATM.

7.3 Press Release. The Parties shall issue a joint press release on an agreed upon date within thirty (30) days of March 31, 2005 announcing the installation of the LaSalle Talking ATMs installed pursuant to Section 3 of this Agreement, the implementation of the Bank's Auxiliary Aids and Services Policy, the accessibility of the Bank's websites and such other matters provided both Parties agree in writing to the content of any such press release.

7.4 Outreach. LaSalle agrees to distribute information to media and organizations serving Persons with Vision Impairments or Blindness in an effort to help build awareness in the blindness community regarding LaSalle's Talking ATMs and other accessible banking programs, including but not limited to LaSalle's provision of Auxiliary Aids and Services and accessible web site. At a minimum, LaSalle will (i) mail information to blindness and cross-disability organizations in Illinois and Michigan whose addresses have been provided by Claimants, once annually for two years following the effective date of this

Agreement, announcing accessible services and policies at the bank; (ii) notify existing customers about accessible services and policies available from LaSalle; (iii) create a brochure on the bank's new accessible services and policies that will be available in Large Print at LaSalle branches and will include information on how to obtain the brochure in alternative formats; (iv) exhibit annually at one disability event sponsored by the City of Chicago or the State of Illinois. If a Talking ATM cannot be brought to the event, a continuous loop recording of the Talking ATM orientation and a sample transaction will be displayed by LaSalle to show how the Talking ATM works. LaSalle will provide a draft of the information to be provided in subsections (i) through (iii) of this paragraph to Claimants by April 15, 2005. Claimants may provide written comments and suggestions to LaSalle within ten (10) days after receipt. LaSalle shall consider and use its best efforts to incorporate the substance of any such written comments and suggestions submitted by Claimants that are consistent with the ADA and this Agreement. LaSalle will finalize the information to be provided in subsections (i) through (iii) of this paragraph and begin distributing the information by May 15, 2005. Upon reasonable request made by Claimants, but no more than annually, LaSalle will inform Claimants of its outreach efforts and consider in good faith all suggestions by Claimants that are consistent with this Agreement.

#### 8. Right to Seek Modification Under Certain Limited Circumstances.

8.1 Pursuant to the terms of Section 8, herein, LaSalle may seek modification of Section 3 herein if there is a method other than LaSalle Talking ATMs for providing Persons with Vision Impairments or Blindness independent access, by means of an audio enhancement, to banking services at LaSalle ATMs to the same extent that such access is provided by LaSalle Talking ATMs, and such method can be implemented pursuant to schedules contained in Section 3 herein or a mutually agreed extension thereto.

8.2 Suspension of Performance Under Certain Limited Circumstances Following Notice of Modification Pursuant to Section 9.1.1. Delivery by LaSalle to Counsel of Notice of Proposed Modification pursuant to Section 9.1.1, below, based upon the conditions stated in Section 8.1 above, shall suspend for ninety (90) days LaSalle's performance of its executory obligations under the portion of Section 3 herein that LaSalle seeks to modify. Any such suspension shall not constitute a breach of Section 3 herein and shall not excuse LaSalle's performance during the suspension period of all other portions of this Agreement not affected by the suspension.

#### 9. Procedures in the Event of Disputes or Requests for Modification.

##### 9.1 Notice.

9.1.1 Notice of Proposed Modification. If LaSalle initially concludes, based upon the exercise of reasonable business judgment and discretion, that the conditions exist under which modification of this Agreement is allowed, as set forth in Section 8.1 herein, it shall provide Claimants with a written Notice of Proposed Modification describing what alternative technology it proposes and the details of such technology and the method by which it provides independent access to ATM Functions required by this Agreement within the time frames set forth herein.

9.1.2 Notice of Non-Compliance. If at any time a Party believes that the other Party has not complied with any provision of this Agreement, that Party shall provide the other Party with Notice of Non-compliance containing the following information:

9.1.2(a) the alleged act of non-compliance;

9.1.2(b) a reference to the specific provision(s) of this Agreement that are involved;

9.1.2(c) a statement of the remedial action sought by the initiating Party;

9.1.2(d) a brief statement of the specific facts, circumstances and legal argument supporting the position of the initiating Party.

9.2 Meet and Confer. Within thirty (30) days of receipt of a Notice provided pursuant to Section 9.1 herein, Claimants and LaSalle shall informally meet and confer and attempt to resolve the issues raised in the Notice.

9.3 Informal Discovery. As part of the meet and confer process, the Parties shall exchange relevant documents and/or other information and engage in informal discovery in an attempt to resolve the issues raised in the Notice provided pursuant to Section 9.1 herein. Such informal discovery may include, but is not limited to, interviewing witnesses and experts and exchange of additional information or supporting documentation. Any disagreement about information to be provided shall be handled pursuant to the provisions of this section.

9.4 Non-Binding Mediation. If the matters raised in a Notice provided pursuant to Section 9.1 herein are not resolved within thirty (30) days of the initial meet and confer required by Section 9.2, either Party may submit the unresolved matter to non-binding mediation, provided such mediation can be held within thirty (30) days of the initial meet and confer before a mutually agreed upon mediator.

#### 9.5 Submission to Binding Arbitration.

9.5.1 If the matters raised in a Notice are not resolved within sixty (60) days of the initial meet and confer and the Parties have failed to (i) agree in good faith on a mediator, or (ii) failed to resolve the matter through non-binding mediation, either Party may submit the unresolved matters to binding arbitration as set forth in this section.

9.5.2 Arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules, except as otherwise set forth in the Confidential Addendum executed concurrently herewith, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

9.5.3 The terms of this Agreement, and the provisions thereof, shall be interpreted and applied pursuant to the ADA, and, if the ADA and applicable case law thereunder does not provide guidance, pursuant to the laws of the State of Illinois and/or applicable local ordinances.

#### 10. Miscellaneous Provisions.

10.1 Force Majeure. The performance of LaSalle under this Agreement shall be excused during the period and to the extent that such performance is rendered impossible, impracticable or unduly burdensome due to acts of God, terrorism or war, strikes or lockouts, or unavailability of parts, equipment or materials through normal supply sources. If LaSalle seeks to invoke this section, it shall notify Counsel in writing as soon as reasonably possible, specifying the particular action that could not be performed and the specific reason for the non-performance. Counsel, Claimants and LaSalle will thereafter meet and confer regarding an alternative schedule for completion of the action that could not be performed, or an

alternative action. Any dispute regarding the applicability of this section, or any future action to be taken, that remains after the meet and confer session will be handled as a dispute pursuant to Section 9 herein.

10.2 Modification in Writing. No modification of this Agreement by the Parties shall be effective unless it is in writing and signed by authorized representatives of all the Parties hereto.

10.3 Agreement Binding on Assigns and Successors; No Third Party Beneficiaries.

10.3.1 Assigns and Successors. This Agreement shall bind any assigns and successors of LaSalle. LaSalle shall notify Counsel in writing of the existence, name, address and telephone number of any assigns or successors of LaSalle within thirty (30) days of the assignment or succession.

10.3.2 No Third Party Beneficiaries. The Agreement is for the benefit of the Parties hereto only and no other person or entity shall be entitled to rely hereon, receive any benefit here from, or enforce against either Party any provision hereof. The Parties specifically intend that there be no third party beneficiaries to this Agreement

10.4 Integrated Agreement. This Agreement and the Confidential Addendum executed concurrently herewith constitutes the entire Agreement relating to the subject matters addressed therein.

10.5 Rules of Construction. Each Party and its legal counsel have reviewed and participated in the drafting of this Agreement; and any rule of construction to the effect that ambiguities are construed against the drafting Party shall not apply in the interpretation or construction of this Agreement. Section titles used herein are intended for reference purposes only and are not to be construed as part of this Agreement. The recitals are integral to the construction and interpretation of this Agreement and are therefore incorporated into this Agreement in their entirety.

10.6 Notice or Communication to Parties. Any notice or communication required or permitted to be given to the Parties hereunder shall be given in writing by U.S. mail, return receipt requested, and either fax or email, addressed as follows:

LaSalle Bank Corporation  
135 South LaSalle Street  
Suite 925  
Chicago, Illinois 60603  
Attn: David J. Mulvihill, Esq.

(312) 904-9145 fax  
[david.mulvihill@abnamro.com](mailto:david.mulvihill@abnamro.com)

Equip for Equality, Inc.  
20 North Michigan Avenue  
Suite 300  
Chicago, Illinois 60602  
Attn: Amy F. Peterson, Esq.

(312) 341-0295 fax  
[amy@equiforequality.org](mailto:amy@equiforequality.org)

11. Triplicate Originals/Execution in Counterparts. All Parties and Counsel shall sign three copies of this document and each such copy shall be considered an original. This document may be executed in multiple counterparts.

The individuals executing the Agreement represent and warrant that the individuals have complete and full authority to execute the Agreement and bind the Parties on whose behalf the Agreement has been executed. The Parties understand the terms and conditions contained herein, and have executed the Agreement intending to be bound by affixing the signatures of their duly authorized representatives below this \_\_\_\_\_



day of \_\_\_\_\_, 2005.

PARTIES:

LASALLE BANK CORPORATION

(For and on behalf of itself and its wholly owned subsidiaries, LaSalle Bank National Association and Standard Federal Bank National Association.)

By: \_\_\_\_\_  
Name: Gerrie Smith  
Title: Executive Vice President

By: \_\_\_\_\_  
Name: Lynn Orawiec  
Title: Group Senior Vice President

AMERICAN COUNCIL OF THE BLIND OF METROPOLITAN CHICAGO

By: \_\_\_\_\_  
Name: Debbie Watson  
Title: Director

By: \_\_\_\_\_  
Name: Albert Anderson  
Title: President

KELLY PIERCE

\_\_\_\_\_

APPROVED AS TO FORM BY:

LASALLE BANK CORPORATION  
LEGAL DEPARTMENT

By: \_\_\_\_\_  
Name: David J. Mulvihill, Esq.  
Title: Attorney

By: \_\_\_\_\_  
Name: Yolanda Gamboa, Esq.  
Title: Attorney

EQUIP FOR EQUALITY, INC.

By: \_\_\_\_\_  
Amy F. Peterson, Esq.

LAW OFFICE OF ELAINE B. FEINGOLD

By: \_\_\_\_\_  
Elaine B. Feingold, Esq.