

MERCHANT BANK AGREEMENT

This Merchant Bank Agreement (the "Agreement") is entered into as of the 7th day of October, 2002, by and between UMB Bank, National Association, 1010 Grand Boulevard, Kansas City, Missouri 64106 ("Bank"), and the City of Overland Park, Kansas, 8500 Santa Fe Drive, Overland Park, Kansas 66212 ("Merchant" or "City" as appropriate).

1. Participation in Plan.

Merchant agrees to join and remain in Bank's bankcard plan (the "Plan"), to honor all valid MasterCard and VISA cards (the "Cards") properly presented to it, and to accept documentation drawn on the Cards in payment for merchandise or services sold or provided by Merchant in the ordinary course of business. Merchant further agrees that it will not add any amount to its regular sales price because of the fact that payment is made by use of a Card.

Merchant and Bank agree that they shall be bound by and comply with, and that their respective activities conducted under this Agreement and their implementation of the MasterCard and VISA programs shall be governed by and in accordance with, all provisions of the Operating Rules and Regulations and all successor or comparable rules or requirements (hereinafter "Operating Regulations") of MasterCard International, Inc. and VISA USA, as such Operating Regulations may be amended from time to time. To the extent not inconsistent with the provisions of this Agreement, the Operating Regulations as amended from time to time are hereby incorporated by reference as a part of this Agreement.

The Operating Regulations in effect as of the date of this Agreement are attached hereto as Exhibit B, and Merchant will be furnished updates and revisions, as they become available to Bank. In the event of any conflict or inconsistency between any materials at any time provided to Merchant by Bank and the actual Operating Regulations as they are amended from time to time, the latter shall prevail.

2. Term

Unless otherwise terminated as provided herein, this Agreement shall remain in effect through December 31, 2006. The City shall have the right to renew this Agreement for an additional one (1) year period by giving written notice to the Bank within sixty (60) days prior to December 31, 2006.

3. Preparation of Sales Drafts and Credit Slips.

For each Card transaction initiated by it, Merchant will, in accordance with the Operating Regulations and the provisions of this Agreement, capture, originate and prepare all Card and transaction data and written documentation required below, for use in charging or crediting a loan or sum to the account of the holder of the Card ("Cardholder"). Merchant shall then transmit such data and documentation to the Card

transaction processor designated from time to time by Bank ("Processor") in either paper format or electronically. For purposes of this Agreement, such data and documentation shall be referred to as a "Sales Draft" if it reflects a sale of goods or services by the Merchant, and as a "Credit Slip" if it reflects a credit or refund relating to a sale of goods or services by the Merchant. All Sales Drafts and Credit Slips shall be prepared in accordance with, and shall contain such information and be in such form as may from time to time be specified by, the Operating Regulations and Bank's requirements.

A. Paper Format

If Sales Drafts and Credit Slips are to be (a) originated and transmitted in paper format or, (b) originated in paper format but transmitted electronically through the use of an automated response unit or other electronic communications service or procedure approved in advance by Bank and its Processor (an "ARU Transmission"), then standard-form sales drafts and credit slips in form and substance satisfactory to Bank and acceptable under the Operating Regulations (referred to herein as "Paper Sales Drafts" and "Paper Credit Slips", respectively) must be prepared by Merchant and (where required hereunder or by the Operating Resolutions) signed by the Cardholder, identifying and specifying (i) the individual Cardholder, the Card plan, the account number and a valid expiration date; (ii) the total amount of the Card transaction; (iii) the date of the Card transaction, the authorization number and a reference number; and (iv) Merchant's name and Merchant number.

B. Electronic Format

If Sales Drafts and Credit Slips are to be originated and transmitted electronically, then all data required to be included on Paper Sales Drafts and Paper Credit Slips shall be electronically captured and transmitted to Bank or its Processor, in format approved by Bank, through the use of an electronic cash register, personal computer, point of sale terminal, or other electronic or magnetic means, device or technology approved by Bank, (each such transmission of data being referred to as an "EDC Transmission"), and Merchant shall simultaneously prepare and maintain signed written documentation ("EDC Documentation"), reflecting such data as may be required by Bank or the Operating Regulations, and in accordance with all requirements and provisions of this Agreement and the Operating Regulations. As used herein, the term "Sales Draft," with respect to a given Card transaction, refers, as applicable, to either: (i) a Paper Sales Draft evidencing the transaction together with any ARU Transmission of the data on the Paper Sales Draft, or (ii) the EDC Documentation that reflects the Card transaction, together with an EDC Transmission sent to Bank's Processor containing (in form and content satisfactory to Bank and its Processor) all data relating to the transaction that is required to be set forth on a Paper Sales Draft. As used herein, the term "Credit Slip", with respect to given Card transaction, refers, as applicable, to either: (a) a Paper Credit Slip evidencing the transaction, together with any ARU Transmission of the data on the Paper Credit Slip, or (b) the EDC Documentation that reflects the Card transaction, together with an EDC Transmission sent to Bank's Processor containing (in form and content satisfactory to Bank and its

Processor) all data relating to the transaction that is required to be set forth on a Paper Credit Slip.

4. Document Retention

Merchant shall retain the original copy of all Paper Sales Drafts, Paper Credit Slips, EDC Documentation and other documents for such periods of time as may be required by the Operating Regulations as amended from time to time. As of the date of this Agreement, the Operating Regulations require Merchant to retain originals (or, at Merchant's option, microfilm copies) of Paper Sales Drafts, Paper Credit Slips and EDC Documentation for a period of three (3) years from the date of the Card transaction reflected thereon, and further requires Merchant to retain certain travel and entertainment documents such as guest folios and car rental agreements ("Related Documents") for a minimum of 180 days from the date of the respective Card transactions. Merchant agrees to provide, without charge, to Bank or any party designated by Bank, a legible copy of any Paper Sales Draft, Paper Credit Slip, EDC Documentation, or Related Document within a period of time after receipt of request for same so as to enable Bank to transmit such copy through the MasterCard or VISA (as applicable) system within the maximum period of time permitted by the applicable Operating Regulations (currently 10 days from the day it was requested by Bank/Processor). Merchant understands that Bank has certain document retrieval requirements under its agreements with other parties and under the Operating Regulations, and Merchant accordingly agrees to provide copies of all of the foregoing documents to Bank (or individuals designated by Bank) within the period of time specified in the Operating Regulations so as to enable Bank and its Processor to avoid incurring a penalty or being required to accept a "Chargeback" (as defined below) based upon a failure to provide such documentation. Merchant further agrees to reimburse Bank for any loss, judgment, expense, fine, chargeback, penalty, loss or cost incurred by Bank as a result of Merchant's failure to timely provide Bank the documentation provided for above. For purposes of this Agreement, all chargebacks, adjustments, debits, penalties, fines and other sums (including but not limited to all such sums falling within the definition of "chargeback" under the Operating Regulations) to be charged back or debited to, or otherwise collected from, Bank or Merchant under the Operating Regulations with respect to Sales Drafts that were earlier settled through Bank for Merchant's account are referred to as "Chargebacks." Merchant acknowledges that its obligation hereunder to provide copies of documentation shall be applicable irrespective of the fact that Merchant may have already provided a copy of such documentation to Bank or other entities, or the fact that such documentation was lost or destroyed by Bank or such other entity. Merchant acknowledges that the above documentation retention procedures reflect the requirements and needs of Bank, and that Merchant may elect to utilize a longer document retention period if Merchant's needs or requirements so dictate.

5. Deposit Procedures

Merchant shall transmit all of its Sales Drafts and Credit Slips exclusively to the Processor designated by Bank from time to time. Sales Drafts and Credit Slips may be

electronically transmitted to the Processor through ARU Transmissions or EDC Transmissions only if the form and content thereof has been approved in advance by Bank and is in accordance with the requirements of the Operating Regulations, and only if Merchant continues to prepare and maintain signed Paper Sales Drafts and Paper Credit Slips (or, in the case of EDC Transmissions, EDC Documentation) reflecting the transactions. Bank has made arrangements whereby certain entities (hereinafter "Carriers") will make available to Merchant certain facilities and services (hereinafter the "EDC Services") which assist the Merchant in preparing and transmitting EDC Transmissions to Bank's Processor. Although the Bank does not directly provide the EDC Services, it desires to assist the Merchant in obtaining such Services from the Carriers. Bank agrees to use its best efforts to provide to Merchant reasonable support and assistance in the programming and utilization of any terminals, or equipment owned or used by Merchant to access the EDC Services.

Bank agrees that, under the terms and conditions set forth herein, its designated Processor will receive Sales Drafts and Credit Slips in paper format, if they are prepared and transmitted in accordance with the terms and requirements of this Agreement and the Operating Regulations. Bank also agrees that, under the terms and conditions set forth herein, its designated Processor will receive Sales Drafts and Credit Slips in the form of data transmissions through ARU Transmissions or in the form of EDC Transmissions from Merchant, provided that: (i) such data transmissions and EDC Transmissions are properly transmitted to the Processor through one of the Carriers or through any other electronic transmission service or provider that Merchant elects to use and that is approved in advanced by Bank, such approval not to be unreasonably withheld; (ii) the format and content thereof is consistent with the requirements of the Operating Regulations and is satisfactory to Bank and its Processor; and (iii) Merchant prepares and maintains (in form and content approved by Bank and consistent with the requirements of the Operating Regulations) Paper Sales Drafts and Paper Credit Slips (or in the case of EDC Transmissions, EDC Documentation) reflecting the relevant Card transactions. The acceptance by Bank or Bank's designated Processor of an ARU Transmission or EDC Transmission that does not comply with all of the requirements of this Agreement or the Operating Regulations shall not constitute a waiver of such requirements.

All ARU Transmissions made or attempted by Merchant shall be through equipment or facilities controlled or accessed by Merchant, and are at Merchant's sole risk. If any Sales Draft or Credit Slip or other data is omitted from, or is not fully and accurately reflected in, any EDC Transmission carried by any Carrier, or if there is any other omission or error in, or resulting from, any such EDC Transmission or any EDC Services or equipment or facilities made available to Merchant by Bank or any Carrier, or if all or any portion of an EDC Transmission carried by any Carrier is not received by Bank's designated Processor in the form required by the designated Processor or by the Operating Regulations or any standards referred to or incorporated in the Operating Regulations, then the duties and obligations of Merchant and Bank with respect thereto shall be as follows: the party first becoming aware of the error, omission or failure shall

promptly notify the other party; Bank shall notify Merchant as to what data, if any, needs to be re-transmitted and what other corrections if any, need to be made; and Merchant shall thereafter reconstruct, rebuild and re-transmit the designated data, provide such additional data or information as may be necessary to enable the EDC Transmission to be completed, and take such other reasonable actions as may be necessary to affect the correction. Each party shall undertake its respective actions at its own cost, and in the event that Merchant's use of funds is delayed as a result of any such omission, error or failure, no interest or other such sum shall be payable by Bank to Merchant. All requests by Merchant for Bank's designated Processor to process or otherwise deal with such corrected or retransmitted Sales Draft or Credit Slip must be received by Bank within thirty (30) days of the date of the underlying Card transaction; after such time, Bank and its designated Processor shall have no obligation to re-process or otherwise adjust or deal with such Sales Draft or Credit Slip.

Bank and its designated Processor may at any time and without advance notice to Merchant, refuse to accept any Sales Draft or Credit Slip submitted to it if (i) Bank has been informed by such Processor of an alleged failure on the part of Merchant to retrieve Sales Drafts or Credit Slips or Related Documents or EDC Documentation on a timely basis; (ii) the EDC Transmission or Sales Draft or Credit Slip submitted by or on behalf of Merchant does not comply with the requirements set forth herein or in the Operating Regulations, or the Processor is not able to process the data contained therein because an EDC Transmission is not in the proper format or lacks certain data or has not been properly transmitted to the Processor; (iii) Bank has reason to believe that the Sales Draft or Credit Slip reflects Card transactions between Cardholders and any individual or entity other than Merchant, or reflects Card transactions with respect to which Chargebacks had previously been made; or (iv) the number or average dollar amount of Merchant's Sales Drafts, the volume or percentage of Merchant's Sales Drafts that result in a Chargeback or Credit Slip or Cardholder dispute, the number of Merchant Authorizations per Sales Draft, or other Merchant activities or occurrences, vary from the projections set forth on Exhibit A or otherwise agreed to by Bank and Merchant, by more than 20% or such lesser variance as Bank may from time to time in its sole discretion deem material, or (v) a volume of Chargebacks or Cardholder disputes or other change in circumstance has occurred which may result in fines, penalties, surcharges or additional material charges or sums being charged to Bank or Merchant by MasterCard International, Inc., VISA USA, Processor, any Carrier or anyone else whomsoever with respect to Merchant's Card transactions. Upon the occurrence or continuation of any of the foregoing, Bank and its designated Processor shall have no liability or obligation to Merchant with respect to any such Sales Drafts or Credit Slips, or as a result of their refusal to accept any Sales Drafts or Credit Slips for processing.

6. Electronic Authorizations

Merchant recognizes that Bank has also entered into certain agreements and arrangements with Carriers by which Merchant may obtain services (the "Authorization Services") to electronically obtain Card transaction authorizations ("Authorizations")

required by the Operating Regulations, through one or more authorization systems ("Systems"). Bank and Merchant desire that Bank assist Merchant in obtaining Authorization Services so that Merchant may obtain electronic Authorizations through terminals or other devices located at Merchant's location.

Bank will use its best efforts to provide Merchant access to the Authorization Services as they are from time to time offered by the Carriers. Bank shall make available to Merchant an alternate backup device or system through which Merchant can obtain Authorizations from a System. Merchant may elect to obtain Authorizations through ARU Transmissions, using telephone or other communication equipment controlled or accessed by Merchant; any such use (and any Authorizations that Merchant may obtain or fail to obtain thereby) shall be at Merchant's sole risk and Bank shall have no liability or responsibility with respect thereto. Merchant agrees to access and use the Authorization Services only in the manner authorized by the Operating Regulations, and only for the purposes of requesting information to determine whether such Merchant should accept a Card for which an Authorization was requested, as required in connection with an anticipated charge thereon, without disclosing to any third party, any information received by Merchant.

Merchant agrees to utilize the Authorization Services only in a manner that complies fully with all applicable federal and state laws and regulations. Merchant will make a supplemental toll-free call to the designated Authorization center when it is so indicated by the response received on a terminal or other device through which the Authorization Services are provided, and to otherwise follow the Operating Regulations and requirements of the Bank as they relate to the type of response received through such terminal or device. If for any reason Merchant is unable to, or has elected not to, obtain a required Authorization through the Authorization Services or an ARU Transmission, Merchant shall obtain such Authorization through such other means and methods as may be permitted or provided for from time to time in the Operating Regulations.

7. Other Card Transactions

Merchant may from time to time desire to accept the American Express Card, the Discover Card and/or other credit cards not bearing the MasterCard or VISA logo (all such cards being referred to herein as "Other Cards") and may desire that Bank make the Authorization Services and/or EDC Services available with respect to Other Card transactions and transaction slips, and that Bank provide assistance in the obtaining by Merchant of authorizations for Other Card transactions, the transmittal of data reflecting such transactions, and the settlement of such transactions (all of the foregoing services and assistance, to the extent it relates to Other Card transactions and is made available by Bank, is referred to herein as "Other Card Services").

Acknowledging that in order for Bank to provide or make available Other Card Services it may be necessary for Bank to enter into agreements with the issuers of Other Cards or with their agents or other entities that have agreed to provide assistance

or participate in the authorization or processing or settlement of Other Card transactions (collectively "Other Card Servicers"), and further acknowledging that Bank may incur additional costs and risks as a result of it providing Other Card Services, Merchant hereby agrees as follows:

A. Bank shall have no obligation hereunder to make any Other Card Services available to Merchant, and any election to do so may be conditioned upon such conditions as Bank may from time to time impose, Bank's election to provide Other Card Services -- and the conditions on which it elects to provide them -- being subject to change at any time in Bank's sole discretion upon ten (10) days' advance notice to Merchant.

B. Merchant agrees with, and warrants and represents to, Bank that Merchant will comply with all contracts and agreements with, and all rules and operating regulations and other requirements and procedures (including, but not limited to, those relating to authorizations, chargebacks, refunds, penalties and reimbursement) imposed by, the respective Other Card issuers and/or Other Card Servicers or otherwise governing or relating to Merchant's obligations and performance with respect to Other Card transactions or otherwise applicable to Merchant, and that all requirements imposed on Merchant by or under such contracts, agreements, rules, or operating regulations will at all times be satisfied and complied with.

C. Merchant agrees to pay and assume all costs, fees and risks of loss associated with the authorization, processing and settlement of Other Card transactions and all other costs and expenses relating to Other Card Transactions.

D. Merchant agrees that Bank shall have no obligation or liability to retrieve copies of, reconstruct, rebuild, re-transmit or otherwise assist in any rebuilding, reconstruction, retrieval or re-transmission of any tickets, sales drafts, credit or sales slips or documents pertaining to any transactions (including chargebacks) relating to Other Cards.

E. Merchant agrees that if any transactions, tickets, sales drafts, credit or sales slips or documents involving Other Cards are settled in such a manner that Bank receives any funds relating thereto or becomes obligated with respect thereto or has one or more of its accounts debited or credited with respect thereto, Bank shall have no responsibility for confirming the accuracy of any such payments, amounts, debits or credits and shall have no obligation to make any of Merchant's funds received thereby available to Merchant until such time as Bank has received collected funds or such credits to its accounts have become final. In the event that Bank is requested to pay or return any sums or credits received by it with respect to Other Card transactions (including without limitation any chargebacks, refunds, penalties, surcharges, fines or other payments for which

Bank or Merchant may be liable or which arose from Other Card transactions), Bank is expressly authorized to pay such sums and Merchant shall immediately reimburse Bank such sums. Merchant expressly authorizes Bank to initiate an "ACH Transfer" (as defined in Section 9) or other debit to, or to otherwise collect from, the "Depository Account" (as defined in Section 9 below) or any accounts maintained by Merchant at Bank, in order to effect such payment and reimbursement, and Merchant agrees to immediately pay any sums remaining unpaid after such debits and collections.

8. No Responsibility for Services

The parties hereto acknowledge and agree that the Authorization Services and EDC Services provided or made available to Merchant (including, without limitation, any communication facilities, data communication links and software, data and data bases) are furnished by the Carriers, and not by Bank, and are made available hereunder "as is" without warranty.

9. Merchant's Operations

Merchant agrees to establish and maintain a fair and uniform policy of exchange and/or return of merchandise purchased by the use of a Card, and to give credit upon each such return solely through the issuance of a Credit Slip which shall be transmitted by Merchant to Bank within five (5) business days after the date of return, if transmitted in paper format (within three (3) calendar days if transmitted through an ARU Transmission or by an EDC Transmission). Merchant further agrees that if a dispute arises between it and any Cardholder with respect to goods or services provided to such Cardholder by Merchant, Merchant shall make reasonable good faith efforts to immediately resolve such dispute. Merchant will comply with all provisions of the Operating Regulations that restrict or prohibit Merchant from refusing to accept Cards for transactions of less than a minimum amount. Merchant agrees that it will not sell, purchase, provide or exchange to or with any third party any Card account number information in the form of Sales Drafts, Credit Slips or carbon copies thereof, mailing lists, tapes, or any media or data obtained by Merchant as a result of a Card transaction. Merchant shall immediately notify Bank in writing in the event Merchant becomes a party to any bankruptcy, reorganization, receivership or insolvency proceeding, or if the corporate structure or ownership of Merchant is changed or if Merchant (or its parent corporation) is a party to any merger, consolidation or corporate reorganization, or if the business operations or financial condition of Merchant has been materially adversely affected or the continued business operation of Merchant has terminated or is doubtful or if any other event or condition has occurred that would be reasonably likely to increase substantially Bank's risk of unreimbursed loss arising from Merchant's refusal or inability to reimburse Bank; upon any such notification or occurrence, Bank shall have the option of immediately terminating this Agreement and refusing to process any further Sales Drafts and Credit Slips. Merchant shall promptly provide to Bank such copies of Merchant's financial statements and other documents reflecting Merchant's sales, finances and activities as Bank may request from time to time. Merchant agrees to comply with all requirements set out in the Operating

Regulations or otherwise imposed by VISA USA, or MasterCard International, Inc. regarding Merchant's display of the VISA and MasterCard signs and trademarks, and Merchant agrees to pay to Bank all fines or penalties arising from Merchant's non-compliance with such requirements.

10. Settlement

Merchant shall designate a demand deposit account (the "Depository Account") maintained by it at a financial institution acceptable to both Merchant and Bank, which shall be used to settle all Card and Other Card transactions and documentation. Account No. 7937233331 at UMB Bank is hereby initially designated by Merchant, and approved by Bank, as the Depository Account. Merchant may from time to time hereafter change the Depository Account by providing to Bank written designation of the new Depository Account (provided that Bank approves in writing of the use of such financial institution and account). Bank may rely upon each written notification given by Merchant and may use the designated account as the Depository Account for all purposes of this Agreement. Merchant hereby authorizes Bank and the Processor to transfer, through daily automated clearing house transfers ("ACH Transfers"), to the Depository Account, all proceeds and other sums from time to time due to Merchant with respect to its Sales Drafts (and, if applicable, Other Card transactions and documentation) settled or processed through Bank or the Processor. Merchant further represents and warrants that the Depository Account designated by it will be at all times duly established and authorized by it, that any funds transfer agreement(s) provided to Bank will be duly executed by Merchant, and that Merchant expressly authorizes Bank and its Processor to initiate ACH Transfers from such Depository Account in order to effect all Chargebacks, fines, fees, surcharges and other sums payable by Merchant to Bank or such Processor under this Agreement or the Operating Regulations. Merchant agrees that Bank may rely exclusively upon, and is authorized to effect ACH Transfers and other electronic fund transfers based upon, the authorization set forth above or in any funds transfer agreements executed by Merchant, and on any instructions, data, account numbers and information provided by Merchant and data provided by the Processor or other third parties; that such payments, ACH Transfers and transfers may be made on the basis of account numbers provided by Merchant (even if such account numbers are later found to relate to individuals or entities other than Merchant; and that Bank shall have no liability for any errors or incorrect payments (other than those arising solely from Bank's negligence or malfeasance) or for any failure by the Federal Reserve System or any automated clearing house or any other third party to properly effect transfers of funds or otherwise provide services. Merchant shall execute all forms of funds transfer agreements, ACH authorizations, agreements and instructions that may be requested from time to time by Bank, all in form and content satisfactory to Bank, specifically authorizing the ACH Transfers provided for above.

Subject to the terms and conditions of this Agreement, Merchant agrees to present exclusively to Bank's designated Processor, and Bank agrees that its designated Processor will accept from Merchant, all of Merchant's authorized Sales Drafts and Credit Slips arising from valid Card transactions between Merchant and

Cardholders, provided that such Sales Drafts and Credit Slips (and the data contained therein) are in compliance with, and fulfill all requirements of, the Operating Regulations and this Agreement and are transmitted to Bank's designated Processor within five (5) calendar days after the Card transaction reflected thereon (including the date of the transaction) if transmitted in paper format (three (3) business days if transmitted by a EDC Transmission or ARU Transmission). Subject to the provisions of Section 11 and other applicable provisions of this Agreement, Bank will transfer to Merchant's Depository Account the aggregate face amount of all such Sales Drafts so transmitted, less the net face amount of all such Credit Slips so transmitted and less any applicable Chargebacks, fees, charges and other sums payable hereunder by Merchant to Bank. Merchant agrees that it will not transmit to Bank's designated Processor any Sales Drafts or Credit Slips other than those arising from Card transactions between Cardholders and Merchant, and that it will not transmit to Bank's designated Processor any Sales Drafts reflecting or arising from any Card transactions with respect to which a Chargeback was previously made. Merchant agrees to pay all discount, fees and other charges provided for herein (including, without limitation, those provided for in Paragraph 10 and on Exhibit A), and agrees that Bank shall periodically compute such discount, fees and other charges and initiate a debit in such amounts to Merchant's Depository Account. Bank may also initiate debits to Merchant's Depository Account in amounts equal to all Chargebacks and other sums payable hereunder by Merchant. If for any reason a debit to the Depository Account cannot be effected or if any such debit is dishonored or reversed, then Merchant shall immediately pay such sum to Bank upon demand.

In the event that Bank is ever unable to effect a debit to the Depository Account in an amount sufficient to reimburse Bank for sums payable to it by Merchant hereunder (including any Credit Slip, fee, discount, Chargeback or other sum payable hereunder, or any sums relating to Other Card transactions), or if Bank at any time concludes, in its sole discretion, that the funds that may from time to time be in the Depository Account and that would be available to the Bank for the purpose of effecting reimbursement of sums due to Bank hereunder by Merchant may be insufficient or unavailable for that purpose, or if Bank otherwise concludes in its sole discretion that it is prudent for it to obtain collateral security for Merchant's obligations to Bank arising hereunder from time to time, then Merchant shall establish an interest-bearing account at Bank and execute such pledge agreements and other agreements and documentation as Bank may request in order to grant, effect and perfect a lien, pledge, and security interest in such account balance in favor of Bank. In lieu of a pledge of an account balance, Bank may, in its sole discretion, accept a pledge and lien of such investment securities, stocks, bonds, or other collateral as Bank may determine adequate and acceptable in its sole discretion, provided that Merchant first execute such pledge agreements, stock powers, transfer instructions, and other documents as Bank may request in order to evidence, grant, and perfect a pledge, lien, and security interest in and to such securities, stocks, bonds and collateral. The aforesaid deposit account and/or securities, stocks, bonds and collateral (collectively the "Collateral") will secure the payment and performance of all of Merchant's indebtedness and obligations

to Bank that may arise from time to time hereunder. The amount and value of the Collateral to be provided hereunder by Merchant may be determined and adjusted by Bank from time to time.

Upon any termination of this Agreement, Merchant agrees to maintain and grant to Bank a prior and perfected pledge, security interest and lien in Collateral (in the manner and with the documentation provided for in the preceding paragraph) of a type acceptable to Bank and having a value (as determined by Bank) equal to the following sums (which sums shall be determined by Bank in its sole discretion, and may be increased or adjusted by Bank from time to time):

- (i) an amount equal to the replacement cost of all point of sale equipment, imprinters and other equipment provided to Merchant by or on behalf of Bank, such Collateral to be maintained until such time as such equipment and imprinters are returned to Bank, and
- (ii) a sum which shall be sufficient to fund all future returns, exchanges, Chargebacks, Credit Slips, discount, fees and other sums that may be payable to Bank by Merchant hereunder after termination of the Agreement in connection with Sales Drafts submitted to Bank or its Processor by Merchant prior to such termination or in connection with prior settlements of Other Card transactions, such Collateral to be maintained until such time as no further returns, exchanges, Chargebacks, Credit Slips, discounts, fees and other sums can be charged back to Merchant or Bank under the Operating Regulations or under any other operative agreement, document or right, and all of Merchant's obligations to Bank have been fully satisfied. Merchant agrees that the value of the Collateral to be provided by Merchant pursuant to the provisions of this subsection (ii) shall be determined from time to time by Bank in Bank's sole discretion based (among other factors) upon the volume and amounts of Sales Drafts and Credit Slips, Chargebacks and sums payable to Bank during periods of time prior to the termination, and those volumes and amounts reasonably anticipated or projected by Bank to be payable to Bank by Merchant after the termination. In making its projections and determinations of the value of Collateral to be maintained by Merchant, Bank may take into account any special circumstances or changed conditions of which it is aware, and any additional knowledge or experience it has regarding the nature or type of Merchant's operations. Merchant acknowledges that the value of Collateral that Bank may require it to maintain after termination may increase as a result of Merchant's cessation of depositing new Sales Drafts and Other Card transaction slips with Bank, and the application of various provisions of the Operating Regulations relating to Chargebacks, fines, penalties and other circumstances.

11. Fees

Merchant recognizes that in connection with Bank's determination of the rates of discount, fees and other charges to be assessed by Bank to merchants participating in the Plan, Bank has established several merchant/transaction categories, with different rates of discount, fees and charges applicable to each such category. The standards which a merchant and its transactions must meet in order to qualify for any given category are established and revised from time to time by Bank in Bank's sole discretion, based primarily on the standardized MasterCard International Inc./VISA USA interchange fees, assessments and processing expenses charged to Bank (the "Interchange Fees") by MasterCard International Inc./VISA USA on different types of transactions. Bank may change the standards applicable to any category under the Plan, or change the amount or level of any discount, fee or charge applicable to any category, by notifying Merchant thirty (30) days in advance, whereupon Merchant shall thereupon have the right to terminate this Agreement within ten (10) days thereafter, by furnishing written notice of termination to Bank.

Merchant represents that its Card transaction volume and average Card transaction amount will at all times equal or exceed the amounts specified on Exhibit A from time to time; that it will utilize the process and technology specified on such Exhibit A to authorize and settle (deposit) Card transactions, Sales Drafts and Credit Slips; and that it and its Card transactions will at all times otherwise qualify for the category referred to on Exhibit A as amended from time to time. Merchant agrees to pay to Bank a discount fee equal to the percentage specified on Exhibit A (as Exhibit A may be changed from time to time pursuant to the provisions hereof), multiplied by the gross amount of each Transaction Slip submitted or transmitted to Bank or its Processor. Merchant shall also pay to Bank all other fees and charges specified on Exhibit A (as such fees and charges may be changed from time to time pursuant to the provisions hereof).

Additionally, if any given Card transaction, Sales Draft or Credit Slip of Merchant fails to meet the standards applicable to the category referred to on Exhibit A (as amended from time to time), Merchant will pay to Bank, in addition to the then-applicable discount, fees and charges then being assessed, any additional amounts by which the Interchange Fees actually charged to Bank by MasterCard International Inc. or VISA USA in connection with such transaction exceeds the rate of Interchange Fee that would have been charged to Bank had the transaction satisfied such qualifications. Merchant shall also pay to Bank any additional Interchange Fees incurred by Bank as a result of a transaction involving a "BusinessCard", debit card, or any other card or account, as opposed to a "standard" or "classic" MasterCard or VISA account or card. Merchant recognizes that transactions involving cards that are other than "standard" or "classic" MasterCard/VISA cards, and transactions conducted and settled other than through the agreed-upon authorization and settlement (deposit) method, may result in increased discount and fees. For example, if the category then being used to calculate Merchant's discount requires that Merchant always authorize and settle (deposit) transactions via an electronic point-of-sale device (card-swiped and electronically

deposited), but Merchant nevertheless from time to time deviates from such procedure by authorizing and settling one or more transactions by key-entry or other means, Merchant will be required hereunder to pay to Bank the additional amounts of Interchange Fees assessed to Bank as a result of such deviation.

Bank's calculation, assessment and acceptance (and Merchant's payment) of a discount rate, fee or charge for any given period or on any given transaction shall not excuse Merchant from its obligation to pay any higher or additional discount rate, fee or charge for such period of time or transaction if a subsequent review or audit discloses that Merchant or its transactions or documentation did not qualify for the lower discount rate, fee or charge or that any additional discount fee or charge was payable, in which case Bank is authorized to debit the Depository Account for the additional rates, fees and charges, and otherwise collect same from Merchant. Any claim by Merchant that an incorrect rate, fee or charge was charged must be made to Bank in writing within six (6) months of the processing date of the Sales Drafts to which such rates, fees or charges apply.

12. Recourse

Subject to the terms and conditions hereof, the acceptance by Bank of each Sales Draft will be without recourse so long as (i) such Sales Draft and the underlying transaction was valid and completed and transmitted in accordance with all terms of this Agreement and the Operating Regulations, (ii) all warranties (including those set out in Section 12 hereof) of Merchant with regard to such Sales Draft and the transaction reflected thereby were and remain true, and (iii) such Sales Draft and transaction does not give rise to a Chargeback to Bank or Merchant, and Bank receives (and is permitted to retain) full payment for the Sales Draft; otherwise, Bank shall have full recourse and the right to debit Merchant's Depository Account or otherwise collect from Merchant (and Merchant agrees to pay) the amount of such Sales Draft.

Bank shall have the right to waive any defect or failure to comply with the Operating Regulations and/or this Agreement with respect to any particular transaction without waiving any defect or any right to take action based upon a defect or any failure to comply in subsequent transactions. The preparation and delivery to Bank or Processor of a Sales Draft shall constitute an endorsement and assignment to Bank of all rights of Merchant against the Cardholder whose Card or Cardholder account was used in the relevant Card transaction, and all rights of Merchant with respect to the underlying Sales Draft. If requested, Merchant will execute a separate assignment of such rights.

Merchant acknowledges and agrees that under the Operating Regulations, certain fines, penalties, fees, surcharges and other sums and adverse charges and provisions may be assessed against or become applicable to Merchant and Bank in the event that Merchant fails to meet or satisfy any projection, standard, ratio, benchmark or other standard of performance or criteria specified on Exhibit A (as amended from time to time) or otherwise agreed to by Bank and Merchant or imposed

by the Operating Regulations, Processor, MasterCard International Inc., VISA USA or any Other Card issuer, or in the event that more than a specified percentage or volume of Merchant's Card transactions over a specified period of time are found to involve returns, refunds, exchanges, credits, Chargebacks, Cardholder disputes, fraudulent or unauthorized Sales Drafts or the use of counterfeit Cards, or to otherwise constitute fraudulent or unauthorized Card transactions (as any or all of the foregoing may be conclusively determined by MasterCard International, Inc., VISA USA, or by Bank in its reasonable discretion) or if Merchant's returns, Credit Slips, Cardholder disputes, Authorizations, Card transaction volume or other specified activities vary from the standards, ratios, criteria and guidelines set forth in the Operating Regulations or otherwise imposed or promulgated by VISA USA or MasterCard International, Inc. or specified on Exhibit A (as amended from time to time). Merchant agrees to reimburse Bank and pay Bank on demand any charges (including fees or fines imposed as a result of excessive chargebacks), fees, fines, surcharges, penalties, sums, expenses or losses that may be imposed on, or incurred by, Bank as a result thereof. Merchant acknowledges that the Operating Regulations in effect as of the date hereof contain certain procedures and provisions relating to the above, that Merchant understands them and agrees to be bound by and comply with them, and that Merchant is aware that additional procedures or requirements may be imposed currently or from time to time in the future.

13. Representations and Warranties

With respect to each Sales Draft that is submitted to Bank's designated Processor by Merchant or on Merchant's behalf, Merchant warrants (which warranties shall be deemed to be made anew with each submission of a Sales Draft), as follows: (a) that the Paper Sales Draft (or if applicable, the EDC Documentation) was actually signed by the person presenting the Card used in the Card transaction and that such person was authorized to use such Card and to sign such Paper Sales Draft or EDC Documentation (if the Sales Draft reflected a telephone or mail order or other transaction where a Paper Sales Draft or EDC Documentation was not signed, Merchant warrants that the transaction reflected thereon was in fact authorized by the Cardholder whose Cardholder account number appears thereon and that all requirements of the Operating Regulations relating to verification of the identity and authority of the individual initiating such transaction were successfully fulfilled); (b) that Merchant obtained all Authorizations required hereunder or by the Operating Regulations with respect to the Sales Draft and the transaction represented thereby, and verified that the Card used therein was not expired, revoked or listed on any listing of counterfeit or revoked Cards, by proper use of the System as provided for in Exhibit A (including a telephone call to obtain Authorization if the Authorization Services are non-functional); (c) that such Sales Draft represents a bona fide newly created sale by Merchant to the Cardholder of merchandise and/or service as itemized on the underlying Sales Draft for the sales price indicated, that such sales transaction was in compliance with all laws, rules and regulations of all Federal, State and local governments or agencies, and that the merchandise or services described on such underlying Sales Draft were not defective and had not been returned to Merchant or otherwise rejected by the Cardholder; (d) that

such Sales Draft represents an unconditional obligation of the Cardholder whose Cardholder account number appears thereon to pay the amount stated thereon, and is not subject to any disputes, offsets or counterclaims; (e) that the merchandise or services described on the underlying Sales Draft have actually been delivered or rendered to the person who signed or authorized such underlying Sales Draft; and (f) that Merchant has no knowledge or notice of any fact or circumstance which would impair the validity of such Sales Draft or release the Cardholder named thereon from liability with respect thereto.

14. Termination

A. Termination for Cause

Without in any manner limiting the right of the City to terminate this Agreement or declare the Bank in default thereof for any reason set forth herein or in the Request for Proposal documents dated May 15, 2002, if the work to be done under this contract shall be abandoned by Bank; or if this Agreement shall be assigned by Bank otherwise than as herein provided; or if the Bank should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Bank or any of its property; or if at any time the City determines that the Bank is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Bank of the City's intention to terminate this Agreement, and, unless within ten (10) days after the serving of such notice upon the Bank a satisfactory arrangement be made for the continuance thereof, this Agreement shall cease and terminate unless the City otherwise agrees to continue the Agreement. In the event of such termination, the City shall immediately serve notice thereof upon the Bank, and the City may take over the work and prosecute same to completion by contract with another banking institution or otherwise and in such event the City may take possession of and utilize in completing the work any and all documents and other materials as may be necessary therefore. When the Bank's services have been so terminated, such termination shall not affect any rights or remedies of the City against the Bank then existing or which may later accrue. Similarly, any retention or payment of monies due the Bank shall not release the Bank from liability.

B. Termination for Convenience

The City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the Bank, to terminate this Agreement by providing sixty (60) days prior written notice of such termination to the Bank. Upon receipt of such notice from the City, the Bank shall: (1) immediately cease all work or (2) meet with the City and, subject to the City's approval, determine what work shall be required of the Bank in order to bring the Project to a reasonable termination in accordance with the request of the City. If the City

shall terminate for its convenience as herein provided, the City shall compensate the Bank for all work completed to the date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. Any termination of the Agreement for alleged default by the Bank that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

C. Post-termination Obligations

Unless otherwise provided herein, termination of this Agreement shall not relieve Bank of any obligation it may have hereunder to accept Sales Drafts transmitted by Merchant prior to the date of such termination, provided, however, that in no event need Bank accept any such Sales Drafts or Credit Slips which it reasonably believes does not reflect transactions between the respective Cardholders and Merchant or which will, or are likely to, cause Bank or Merchant to be subject to Chargebacks, fines, penalties, surcharges or other adverse consequences under the Operating Regulations. Any termination shall not relieve Merchant from any obligations it may have with respect to Sales Drafts or Credit Slips transmitted to Bank before or after such termination.

D. Return of Equipment

Upon termination, Merchant shall return at its expense, the imprinter(s), equipment and all other supplies and materials furnished to it by Bank. In the event the imprinter(s) or equipment is/are lost, stolen, destroyed or for any other reason not returned to Bank, Merchant shall purchase the imprinter(s) or equipment at the current replacement price, and if Merchant has not paid such replacement price to Bank within twenty-one (21) days after termination, Bank may debit such sum to the Depository Account.

15. Indemnity

For purposes of indemnification requirements, the following terms shall have the meanings set forth hereafter. The "Bank" means and includes the Bank, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees. "Loss" means any and all loss, damage, liability or expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense).

For purposes of this Agreement, the Bank hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all "Loss" where "Loss" is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Bank. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, characterization of the City's or any third party's joint, concurring or

contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Bank's obligation hereunder shall not include amounts attributable to the fault or negligence of the City. Nothing in this section shall be deemed to impose liability on the Bank to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss.

16. Insurance

During the performance of this contract, the Bank agrees to maintain for the duration of the contract insurance coverage of the types and minimum liability as set forth hereafter. Before entering into a contract, the Bank shall furnish to the City a Certificate of Insurance verifying such coverage and identifying the City as a loss payee on the valuable papers coverage. The certificate holder on the Certificate of Insurance shall be as follows:

City of Overland Park, Kansas
C/o City Clerk
8500 Santa Fe Drive
Overland Park, Kansas 66212

Prior to any material change or cancellation, the City will be given thirty (30) days advanced written notice by registered mail to the stated address of the Certificate holder.

A. Banker's Professional Liability

\$2,000,000 per occurrence and as an annual aggregate.

B. Bankers Blanket Bond

Coverage must be provided on Banker's Blanket Bond Standard Form 24 with a minimum limit of \$3,000,000 per loss under Insuring Agreements A-Fidelity, B-On Premises and C-In Transit. A minimum limit of \$2,000,000 shall be provided under Insuring Agreement E-Securities. Computer Crime coverage, in an amount not less than \$2,000,000 is to be provided either by endorsement to the Banker's Blanket Bond or by separate bond. If courier/messenger service is to be utilized for pickup and delivery of receipts, this service must also be covered under the Banker's Blanket Bond.

C. Valuable Paper Coverage

It shall be the responsibility of the Bank to carry open-peril coverage to replace or reproduce physical securities which are held as collateral.

D. Workers' Compensation and Employer's Liability

1. Workers' Compensation statutory (includes all states endorsement).
2. Employer's Liability - \$100,000 each occurrence.

17. Affirmative Action/Other Laws

During the term of this Agreement, the Bank agrees as follows:

- A. The Bank shall observe the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex or national origin, ancestry or age.
- B. In all solicitations or advertisements for employees, the Bank shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Commission on Civil Rights.
- C. If the Bank fails to comply with the manner in which the Bank reports to the Kansas Commission on Civil Rights in accordance with the provisions of K.S.A. 44-103 as amended, the Bank shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the City.
- D. If the Bank is found to have violated the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights, which has become final, the Bank shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the City.
- E. The Bank shall include all of Clauses (A.) through (D.) in every sub-contract or purchase order, so that such provisions will be binding upon each sub-contractor or vendor.

Bank further agrees that the Bank shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

18. Dispute Resolution

The City and Bank agree that disputes relative to this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Bank shall proceed with the work as per this Agreement as if no dispute existed, unless the City indicates in writing it does not want the Bank to continue with the work; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

19. Miscellaneous

This Agreement shall be binding upon all permitted assignees and other successors in and to the interests of the parties hereto. Merchant shall not assign this Agreement or any right, title, interest or obligation in or under this Agreement to any person or entity without the prior written consent of Bank. Bank may assign, without any consent or approval of Merchant, this Agreement or any right, title, interest or obligation Bank has in or under this Agreement to any person or entity; provided Bank shall provide Merchant with written notice of any such assignment. This agreement shall be governed by and construed under the laws of the State of Kansas. Bank shall have the right at all reasonable hours to inspect, in Merchant's place or places of business, Merchant's books or records which in any way relate to any Sales Drafts, Credit Slips or Card transactions or Other Card transactions. This Agreement, the RFP documents dated May 20, 2002, together with the Rules and all exhibits and documents incorporated herein, constitutes the complete and entire agreement of the parties hereto. The headings in this Agreement are for convenience and are not to be construed as part of this Agreement or as defining or limiting in any way the scope or intent of the provisions hereof. If any of the provisions hereof are invalid under any applicable statute or rule of law, they are, to that extent, omitted and the validity of the remaining provisions of this Agreement shall not be affected. Bank shall not be liable for any delay in performance or non-performance of any obligation required to be performed by it, if caused by circumstances beyond the reasonable control of Bank, including but not limited to, acts of God, fire, flood, windstorm, explosion, riot, war, sabotage, labor problems, computer or electrical failure, provided that prompt notice of such delay or non-performance is given by Bank to Merchant, and provided further that Bank shall use its best efforts to cause the termination of such circumstances as soon as practicable. Nor shall Bank or any Carrier be liable if the EDC Services or Authorization Services or any services relating to ARU Transmissions are interrupted, incomplete or unavailable, whether as a result of any of the foregoing events or occurrences or as a result of failure of any communication lines, links, facilities or carriers. All notifications and notices to be given to Bank hereunder shall be in writing and mailed or hand delivered to 928 Grand, Kansas City, Missouri 64106, or such other address as Bank may designate in writing to Merchant from time to time. All notifications and notices to be given to Merchant hereunder shall be in writing and shall be mailed or delivered to the address reflected on the first page of this Agreement or to such other address as Merchant may designate in writing to Bank from time to time. Nothing contained herein shall be construed to create a partnership, joint venture or agency between Correspondent and UMB.

Merchant agrees that the reports and records provided to Bank by MasterCard International, Inc. or VISA USA or any Processor (as such reports and records may be corrected or updated from time to time), shall be conclusive evidence of sums credited or debited to Bank's settlement accounts or otherwise received by Bank as a result of settlements, Chargebacks, charges and other adjustments pertaining to Merchant's EDC Transmissions and Sales Drafts and Credit Slips, and that Bank may

make corresponding ACH Transfers to or from the Depository Account (after having first collected or effected payment of all applicable fees and sums).

Any individual whose signature is set forth below represents and warrants that he/she is duly authorized to execute and enter into this Agreement on behalf of the entity identified above as "Merchant", and that by the placing of such signature hereon, such Merchant becomes a party to, and becomes bound by, all the provisions hereof; such individual agrees that if for any reason such Merchant is found not to be bound by this Agreement, the individual signing below shall be personally responsible for all liabilities and undertakings of the "Merchant" identified above.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date specified above.

UMB BANK, N.A.

CITY OF OVERLAND PARK

Kristine Huff, Vice President
Merchant Bank Card

Ed Eilert, Mayor

Attest:

Marian Cook, City Clerk

Approved As To Form:

Approved As To Form:

Craig Limbocker
Vice President and Legal Counsel

Jane Neff-Brain
Senior Assistant City Attorney

Exhibit A
CITY OF OVERLAND PARK BANKING SERVICES
Discount and Fee Schedule

	Estimated Annual Volume	Charge Per Item	Annual Charges
CREDIT CARDS			
Visa			
ERIF	3	2.084% + \$.33	3.43
Keyed Entered	286	1.884% + \$.33	304.52
CPS Retail-Swiped	1,000	1.464% + \$.28	850.96
Check Card	1	1.334% + \$.33	0.85
Signature – T&E Std.	1	2.384% + \$.33	1.26
Signature – T&E Elec.	1	1.884% + \$.33	1.06
Commercial Std.	169	2.434% + \$.33	216.20
Commercial – T&E	100	2.084% + \$.33	114.28
MasterCard			
Corporate Standard	1	2.635% + \$.33	1.36
Merit 1	135	1.995% + \$.33	149.59
Merit 3	750	1.475% + \$.33	678.94
Keyed	250	1.895% + \$.33	267.26
Corporate T & E	3	2.395% + \$.23	3.49
Corporate Date Rate 1	120	2.445% + \$.33	154.03
Other Prices			
Statement Fees	12	50.00	600.00
Internet Statements		-	-
Batch / Deposit Fees		-	-
Amex, Diners, Discover		\$.20 per trans.	-
Amex – PIP or RPIP		-	-
Voice Authorization		-	-
Voice Assisted		-	-
Chargeback Fee		15.00	-
Monthly Minimum		-	-
Setup Fees		\$75 + \$25 ea loc	325.00
Credit Card on New Terminals		-	-
Credit Card	14	-	-
Paper & Ribbons		Cost as needed	-
Equipment (Rent)	12	\$27.50/ terminal/printer	4,620.00
Talento Terminal (per terminal)		-	-
Debit Pin Pad (per terminal)		-	-
RDM Check Reader/Imager (per terminal)		-	-
Equipment (Purchase)		\$475 New \$235 Used (7)	-
Talento Terminal - Refurbished (each)		-	-
Talento Terminal - New (each)		-	-
RDM Check Reader/Imager (each)		-	-
Debit Pin Pad (integrated in terminal) (each)		-	-
Annual Fees or Dues		-	-
On Equipment		-	-
Annual Fees or Dues		-	-
Debit Monthly Fee		Regional \$.55	-
Debit Transaction Fee		National \$.90	-
IC Verify Software Download (one-time per profile)		-	-
E-Commerce/Versign (per Merchant ID per month)		-	-
Other		-	-
Estimated Annual Total Cost			8,292.23

**EXHIBIT B
OPERATING RULES AND REGULATIONS
APPLICABLE TO MASTERCARD AND/OR VISA TRANSACTIONS**

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