



OPELIKA CITY COUNCIL
“ REGULAR MEETING AGENDA “
204 South 7th Street
March 1, 2016
TIME: 7:00 PM

1. CALL TO ORDER
2. ROLL CALL
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
 1. Nathanaiel Huggins and Jada Moss from OHS.
5. READING OF MINUTES
 1. Minutes from the 2-16-16 City Council Meeting.
6. UNFINISHED BUSINESS
7. REMARKS BY THE MAYOR
 1. Recognize 20<40 class member - Stephanie Johnston.
 2. Recognize Anne Grady and George Dyar - service on BZA.
 3. Recognize Tommie Agee for the Jim Spain Award.
 4. Recognize the 2016 Boys Indoor Track Team - State Champions 6A.
 5. Recognize the CyberZone for winning a National Award.
8. CITIZEN COMMUNICATIONS (Limit comments to five minutes or less)
9. REPORT OF DISBURSEMENTS
10. COMMITTEE REPORTS
11. GENERAL BUSINESS
 1. Annual Events Request by Opelika Main Street.
 2. Request for Make Your Move 5K on Sat. May 14, 2016.
 3. Public Hearing, Amended Project Agreement - GSF.
12. AWARDING OF BIDS
13. RESOLUTIONS
 1. Resolution for Demolition - 600 Meadow - Tabled.
 2. Expense Reports from Various Depts.
 3. Designate City Personal Property Surplus and Authorize Disposal.
 4. One (1) 35 Cu Yd Self-Contained Compactor - OES.

5. Thirty-Eight (38) Fujitsu Scanners - IT.
 6. Travel Advancement for ZH - OPS.
 7. Travel Advancement for SC - OPS.
 8. Special Use Permit for Verizon at 3460 US Hwy 280 East.
 9. Special Use Permit for Verizon at 4499 Northpark Drive.
 10. Annual Renewal, Levy of Tax on Property in Opelika Corporate Limits.
 11. Amended Project Agreement - GSF.
 12. Tax Abatement Resolution GSF
 13. Agreement with NISC, Credit Card Payments on Power Accounts (OPS)
 14. Special Appropriation to Envision Opelika - Unity Stampede Run.
 15. Special Appropriation to Boy Scouts of America.
 16. Special Appropriation to the Exceptional Outreach Organization.
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14. ORDINANCES
 1. Amend, City Code, Chapter 2 Article IV, Add Sec 2-150 & 2-151, Competitive Bidding - Tabled.
 2. Amendment to Project Development Agreement - Chapman H, LLC - First Reading.
 3. G.O. Warrants, Series 2016 - First Reading.
-
15. APPOINTMENTS
-
16. ADJOURN



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

CM MINUTES (ID # 1563)

Meeting: 03/01/16 07:00 PM
Department: City Clerk
Category: CM Minutes
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1563

Minutes from the 2-16-16 City Council Meeting.



OPELIKA CITY COUNCIL “ REGULAR MEETING MINUTES “

204 South 7th Street

February 16, 2016

TIME: 7:00 PM

1. Call to Order
2. Roll Call
 1. Patricia Jones, Larry Gray, Dozier Smith T, David Canon, Eddie Smith
All city council members are present.
3. Invocation

The invocation was given by the Reverend Tom Tippet.

4. Pledge of Allegiance

Both Violet and Madison were present to lead our Pledge of Allegiance.

1. Violet Alcorn and Madison Minnifield from Morris Avenue Intermediate School.
5. Reading of Minutes
 1. Minutes for the 2-02-16 City Council Meeting.
RESULT: APPROVED [UNANIMOUS]
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith
6. Unfinished Business
7. Remarks By the Mayor
 1. January 2016 Monthly Permits Report - Building Inspection.
Mayor Fuller called on Joey Motley, City Administrator, to present the Building Permit report for January 2016.
 2. Recognize 20<40 class member - Vanessa Darden.
Mayor Fuller recognized Vanessa who was sitting in the audience.
 3. Check presentation to the Food Bank - Empty Bowls program - P&R.
Mayor Fuller asked Matt Battles, the Bowl makers and the Master Gardeners to come forward for the check presentation to the Food Bank of East Alabama. The check was for \$13,500+.
 4. Proclamation in recognition of Mr. Frank Morris.
Mayor Fuller asked the family of Mr. Frank Morris to come forward so he could present them with a Proclamation recognizing February 16, 2016 as Frank Morris day in recognition of the many contributions he made to the City of Opelika.
 5. Recognition of the OCS Teachers of the Year 2015-16.
Mayor Fuller and Superintendent Mark Neighbors called each Teacher and their Principle up front so he could present them with a certificate, gift bag and City coin in recognition of being selected a Teacher of the Year for 2015-16.
8. Citizen Communications

(Limit comments to five minutes or less)

Linbergh Jackson stated that he has some property on Saugahatchee Lake Road that is having a sanitary sewer issue because of the amount of rain we got last December and because of the water flow being restricted under the two bridges near his property. The water flow is also

causing eroding of the roots of some of the trees on his property and he is concerned about them falling. Mr. Jackson said he had contacted ADEM and filed a report and asked the City to work with him to resolve this issue in a calm manner.

9. Report of Disbursements

10. Committee Reports

11. General Business

1. Request for the A-Day Autism 5K on Saturday, April 9, 2016.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Larry Gray, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Tazikis Mediterranean Cafe Request Retail Beer & Wine on Premise License.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

3. James Bros Bikes Request Retail Beer and Wine on Premise & Beer Off Premise License.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

4. B&B Bartending LLC Request Special Retail More Than 30 Days Alcohol License.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

5. Public Hearing for Demolition at 600 Meadow Avenue.

President Smith opened this public hearing asking if there was anyone in the audience that would like to speak for or against said demolition.

Charles Bonner came forward and spoke of behalf of Sylum Jones and his family. Mr. Bonner stated he was asked to come and speak on behalf of the family. He stated the family does not want the home destroyed and asked the City for additional time to bring the home up to Code. Jeff Kappelman, Chief Building Inspector, stated the City has been working on this property for about 1 1/2 years and if the property owner buys a permit to renovate said property, the property owner(s) would have 180 days to correct the issues. President Smith closed this public hearing.

12. Awarding of Bids

1. Bids 036-16 Traffic Signal Upgrades and Installations - ENG

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Larry Gray, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Bids 037-16 2016 City Wide Resurfacing - ENG

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

13. Resolutions

1. Resolution 038-16 Expense Reports from Various Departments.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: David Canon, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

2. Resolution Resolution for Demolition - 600 Meadow

RESULT: **TABLED [UNANIMOUS]**
MOVER: Larry Gray, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

3. Resolution 039-16 Emergency Purchase - WWTP - Three (3) Pumps - PW

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

4. Resolution 040-16 Emergency Repair - Truck #840 - SW

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

5. Resolution 041-16 Grant Application with ADEM for Recycling Program - SW.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dozier Smith T, Council Member
SECONDER: Patricia Jones, President Pro-Tem
AYES: Jones, Gray, Smith T, Canon, Smith

6. Resolution 042-16 Appropriation Contract with American Red Cross.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: David Canon, Council Member
SECONDER: Larry Gray, Council Member
AYES: Jones, Gray, Smith T, Canon, Smith

14. Ordinances

1. Ordinance Amend, City Code, Chapter 2 Article IV, Add Sec 2-150 & 2-151, Competitive Bidding - Tabled.

The City Council left this Ordinance "Tabled" until the next council meeting.

2. Ordinance 105-16-ORD Set Date for Election of Municipal Officials & Other Requirements - 2Nd Reading.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

3. Ordinance 106-16-ORD Change SW Name to Opelika Enviromental Services - 2Nd Reading.

RESULT: SECOND READING AND APPROVED [UNANIMOUS]

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

15. Appointments

1. Re-appoint Tippi Miller to the Board of Zoning Adjustments.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

2. Appoint Jay Walters to the Board of Zoning Adjustments.

RESULT: APPROVED [UNANIMOUS]

MOVER: Dozier Smith T, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

3. Appoint Chris Nunn to the Board of Zoning Adjustments.

RESULT: APPROVED [UNANIMOUS]

MOVER: Larry Gray, Council Member

SECONDER: David Canon, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

4. Appoint Angela George as a Supernumerary on the Board of Zoning Adjustments.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

5. Appoint Chris Anthony as a Supernumerary on the Board of Zoning Adjustments.

RESULT: APPROVED [UNANIMOUS]

MOVER: David Canon, Council Member

SECONDER: Dozier Smith T, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

16. Adjourn

These City Council meeting minutes of 2-16-16 are hereby adopted and approved this the _____ of _____, 2016.

President of the City Council

City of Opelika, Alabama

ATTEST:

City Clerk - Treasurer

1. Motion to Adjourn

This City Council meeting ended at 8:01 PM.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Patricia Jones, President Pro-Tem

SECONDER: Larry Gray, Council Member

AYES: Jones, Gray, Smith T, Canon, Smith

Attachment: CM 3-01-16, minutes of 2-16-16 CM. (1563 : Minutes from the 2-16-16 City Council Meeting.)

**City Council**

204 South 7Th Street
Opelika, AL

SCHEDULED**GENERAL BUSINESS (ID # 1584)**

Meeting: 03/01/16 07:00 PM

Department: City Clerk

Category: Request / Temp Street Closure

Prepared By: Robert Shuman

Initiator: Robert Shuman

Sponsors:

DOC ID: 1584

Annual Events Request by Opelika Main Street.



TO: Opelika City Council
FROM: Opelika Main Street

Please find below requests for events in the downtown area for 2016. Thank you for your cooperation in handling all of these simultaneously.

On The Tracks – April 15, 2016 - 6p-11p: This letter serves as our formal request to hold a food and wine event on Friday, April 15th. This 21st biannual event will serve as the only one of its kind in the area and will attract business, shopping, and newcomers to the downtown area. We would like to barricade both sides of the Railroad Avenue block between Eighth and Tenth Streets. This area would contain food booths and bands. We would also like to block 8th Street and 9th Street between Railroad Avenue and Avenue B, Avenue A between 8th and 9th street for safety purposes. Please note that Main Street will not be obtaining a liquor license for this event anymore. A special event liquor license is not allowed within an entertainment district, so participants will now purchase alcohol within our restaurants and go outside. Music will end at 11pm and a golf cart may be used throughout the day to help with set up.

On The Tracks – October 7, 2016: No changes to this event from the spring event above.

Touch-A-Truck– June 4, 2016: A favorite of all ages, this event allows people to touch and explore trucks and vehicles of all shapes and sizes. Children, under adult supervision, can climb in and learn about vehicles such as a fire engine, a school bus, an ambulance, construction trucks and many more. This event is free, but we encourage all attendees to shop and eat local before or after attending Touch-A-Truck. We would like to barricade the following roads for safety and event purposes: Railroad Avenue between 10th Street and 8th Street, and 9th Street between Avenue A and Railroad Avenue.

Christmas in a Railroad Town – December 9, 2016: No changes to this event from last year. It's hard to believe this event has been going on 21 years and is known around the region as one of the best holiday activities in the south. There are several kids' activities (with help from Opelika Parks and Recreation) as well as yummy food and late night shopping. We had our biggest crowd ever last year. The following roads will need to be blocked. Railroad Avenue between 10th Street and 7th Street will need to be blocked; 8th Street between Avenue C and North Railroad Avenue; 9th Street between Avenue A and North Railroad Avenue; and Avenue A between 7th Street and 9th Street. Music will end at 9pm and a golf cart will be used throughout the day. We would like to request additional assistance with barricade management. The size of the event is so large that traffic has become overwhelming for volunteers.

Thank you for your continued support of downtown and for considering all of the above requests.

Sincerely, Pam Powers-Smith

Other notes: Think Pink – October 8

Attachment: CM 3-01-16, Main Street annual events request. (1584 : Annual Events Request by Opelika Main Street.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1568)

Meeting: 03/01/16 07:00 PM
Department: City Clerk
Category: Request / Temp Street Closure
Prepared By: Robert Shuman
Initiator: Robert Shuman
Sponsors:

DOC ID: 1568

Request for Make Your Move 5K on Sat. May 14, 2016.

Shuman, Robert

Subject: 2016 Make your Move 5K Royalty Run on Sat. May 14, 2016
Attachments: 2016.MYM.5K.JPG; 2016.RunRegistration.pdf

From: Ley Jonathan [mailto:jonathan3619@yahoo.com]
Sent: Friday, February 19, 2016 3:39 PM
To: Shuman, Robert <RShuman@opelika-al.gov>
Subject: Re: 2016 Make your Move 5K Royalty Run on Sat. May 14, 2016

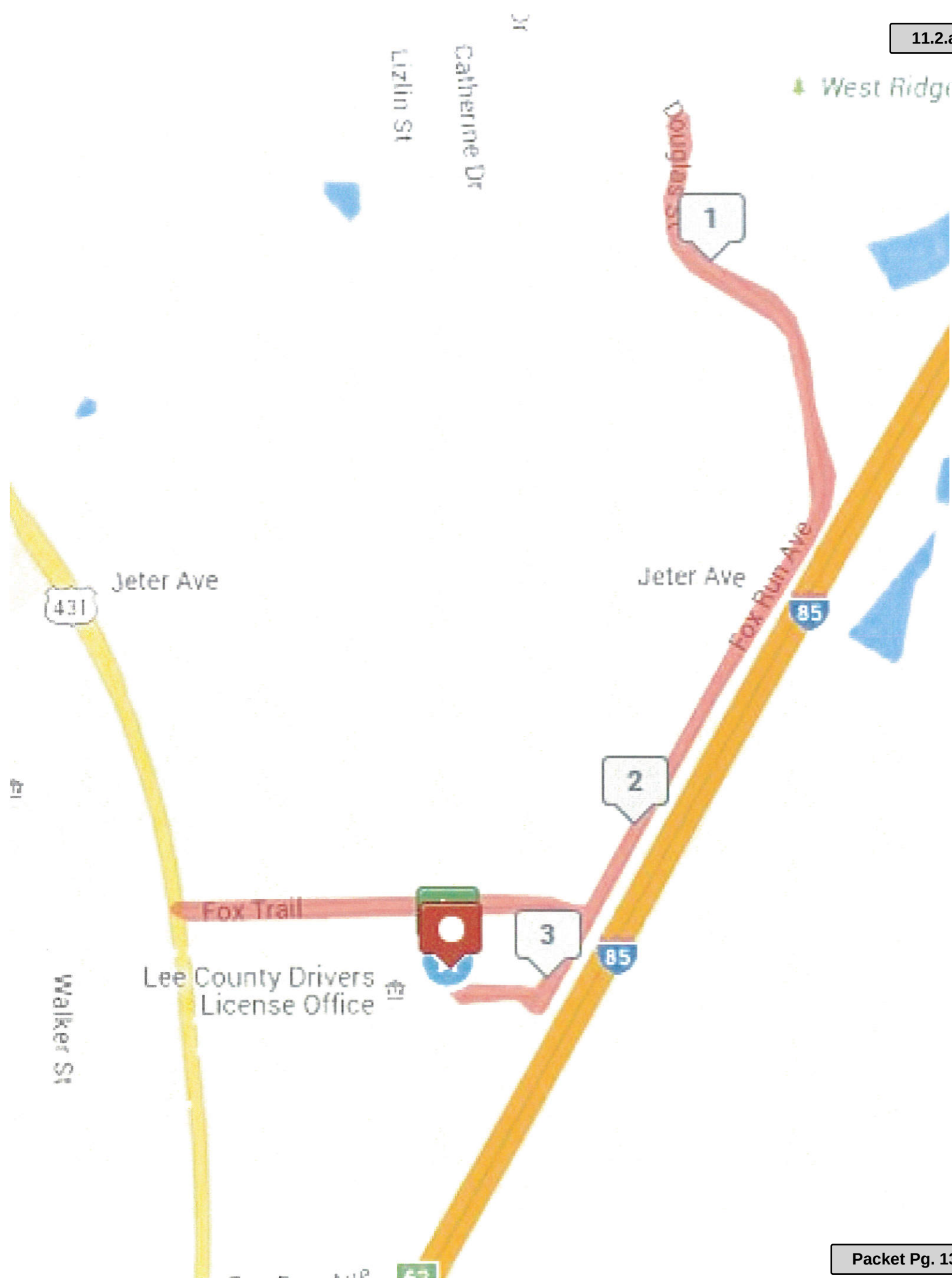
Mr. Shuman,

Thank you for your follow-up with my initial request. Just this morning I finished my communication with Opelika Parks & Rec, regarding my route - as we tried to use the West Ridge parking lot, though there is another event there the morning of May 14th. Aside from that, I have attached a snip of the run route for the 5K run and I attached the run registration form - which includes the City of Opelika in the waiver liability portion. As previously mentioned, we are not requesting to close any City of Opelika streets, nor the use of any barricades from Public Works, nor the specific services of any City of Opelika department. I will invite the Opelika Fire and Police Departments to visit, as available, to interact as a community outreach and to have a quicker response in the event of an unforeseen medical or injury service call. The 1-mile fun run will be contained to the private property parking lot of the USA Town Center. These runs are to promote physical fitness in the community, and the fundraising aspect will support the non-profit Make Your Move Booster Club to cover the dancers traveling expenses. In addition this year, 20% of all proceeds will be donated to The Big House Foundation, Opelika, which supports the child and families of foster care.

Respectfully,

Jonathan Ley

Attachment: CM 3-01-16, Request for Make Your Move 5K. (1568 : Request for Make Your Move 5K on Sat. May 14, 2016.)



Attachment: CM 3-01-16, Request for Make Your Move 5K. (1568 : Request for Make Your Move 5K on Sat. May 14, 2016.)



2016 Make Your Move "5K Royalty Run" and "1-Mile Fun Run"

Saturday, May 14, 2016

5K @ 7:30 am / 1-Mile @ 9:00 am / Awards will follow each
presented by the MYM Booster Club

"Come dressed as 'Royal' as you wish!" (but not required)

Race Location: Make Your Move Performing Arts
1220 Fox Run Av Suite 212, Opelika, AL 36801 (USA Town Center)

Register: Register online at www.runsignup.com/race/AL/Opelika/RoyaltyRun
In-person at Make Your Move Performing Arts with check payable to Make Your Move Booster

Name (Last, First): _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Age (Race Day): _____ Male: _____ Female: _____ Email: _____

Emergency Contact Name/Phone: _____

Run Selection: 5K - ☐ 1-Mile - ☐ Phantom Runner - ☐ (Phantom = donate the race fee and get a shirt but do not want to run)

Shirt Size: Youth: Small - ☐ Medium - ☐ Large - ☐
Adult: Small - ☐ Medium - ☐ Large - ☐ Extra Large - ☐ 2X Large - ☐ (Add \$2)
All pre-registered will receive a race tech shirt. Late registrants will not be guaranteed a shirt.

Pre-Registration: (Must be paid/received by April 25th): 5K - \$25 // 1-mile - \$10 (add \$2.50 service fee if using racesignup.com)

Race Day Registration: 5K - \$30 // 1 mile - \$15

Packet Pick-Up: Friday, May 13th, 4:00 – 6:00 pm; Saturday, May 14th, 6:15 am until race start, both @ MYM Studio

Timing: Air-horn start and clock-timing at finish, NOT chip-timed, race services provided by AORTA

Awards: *5K Awards: top three male and female overall finishers, top finishers in various groups

*1 mile Awards: top three overall finishers

*Award for Best Dressed, if you "Come dressed as royal as you want"

**** For updates, reminders, etc., "like", watch and share us on Facebook at <https://www.facebook.com/MYMRoyaltyRun>**

*****Contact us by email: mymroyaltyrun@gmail.com**

Waiver/Release Statement: I know that running a road race is a potentially hazardous activity, which could cause injury or death. I will not enter and participate unless I am medically able and properly trained. I agree to abide by the decision of the race officials relative to my ability to safely complete the event. I assume all risks associated with running/walking this event including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the course, all such risks being known and appreciated by me. I grant permission to the organizing groups to use any photograph, motion pictures, or recordings of my taking part in this event for any legitimate purpose. Having read this waiver acknowledging these facts and in consideration of you accepting my entry, I for myself, and everyone entitled to act on my behalf, waive and release Make Your Move Performing Arts and Make Your Move Booster, Interstate Properties LLC., USA Town Center, Auburn Opelika Running and Track Association, sponsors, volunteers and the City of Opelika from any claims or liabilities of any kind arising out of my participation in this event. I understand that all entry fees are nonrefundable. I have read this waiver and certify my compliance and agreement with its content with my signature.

Signature/Parent Signature for Participants less than 18 years old

Date

Proceeds go to the MYM Booster Club, a non-profit organization, supporting good health, fun, and fitness through dance for the kids of the MYM Competition Teams.



Attachment: CM 3-01-16, Request for Make Your Move 5K. (1568 : Request for Make Your Move 5K on Sat. May 14, 2016.)



City Council
204 South 7Th Street
Opelika, AL

SCHEDULED

GENERAL BUSINESS (ID # 1572)

Meeting: 03/01/16 07:00 PM
Department: Economic Development
Category: Public Hearing
Prepared By: Kathryn Daugherty
Initiator: Lori Huguley
Sponsors:

DOC ID: 1572

Public Hearing, Amended Project Agreement - GSF.

**LEGAL NOTICE OF PUBLIC MEETING AND PUBLIC HEARING
OF THE CITY COUNCIL OF THE CITY OF OPELIKA, ALABAMA**

NOTICE is hereby given that the City Council (the “Council”) of the City of Opelika, Alabama, (the “City”) will meet in public session at 7:00 p.m. on Tuesday, March 1, 2016, in the City Council Chambers of the Municipal Building, 204 South 7th Street in the City of Opelika, Alabama, for the purpose of considering the transaction of business that may properly come before the Council, such business to include, but not be limited to, the authorization by the Council, pursuant to Amendment No. 642 to the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) approving the execution and delivery of an Amended Project Agreement (the “Amended Agreement”) by and among the City, Opelika Industrial Development Authority, a public corporation, Golden State Foods Corp., a Delaware Corporation, (the “Company”) and Lex Opelika II L.P. to be dated the date of delivery with respect to a proposed new manufacturing facility to be located in the City (the “Project”).

Pursuant to the Amended Agreement, Lex and the Company will agree to construct, establish and operate a state-of-the-art food processing facility at the Northeast Industrial Park in the corporate limits, requiring a total estimated capital investment of approximately sixty-three million (\$63,000,000.00). In consideration for the obligations of Lex and the Company under the Amended Agreement, the City will agree, among other things, to provide financial incentives to the Company described more particularly in the Amended Agreement, including cash incentives, performance incentives, tax abatements and roadway extension and related improvements. In addition, the City will provide a water main, and a sewer line to the property line of the project site at no cost to the Company. The City will also agree, at no cost to Lex and the Company, to waive any and all City site plan review fees and building and construction permit fees and all City water tapping and system development fees.

The City seeks to achieve, by undertaking its obligations pursuant to the Amended Agreement and the Resolution, to promote the local economic and industrial development of the City by facilitating the acquisition and construction of the Project for the benefit of the general public and to increase employment in the City and to increase the tax and revenue base of the City.

The business entities to whom or for whose benefit the City proposes to lend its credit or grant of public funds or thing of value are Golden State Foods Corp. and Lex Opelika II L.P.

All interested persons may examine and review the Project Amended Agreement and Resolution at the offices of the City Clerk during normal business hours, before and after the meeting referenced herein.

Further information concerning the information of this Notice can be obtained at the office of the City Clerk during normal business hours.

DATED this the ____ day of _____, 2016.

CITY CLERK OF THE CITY OF OPELIKA, ALABAMA

TO: PUBLISHER
The Opelika-Auburn News

P.O. Drawer 2208
Opelika, AL 36803-2208

Please publish the foregoing Notice one (1) time in the February 23, 2016, issue of your paper.

CITY CLERK

RESOLUTION NO. (ID # 1474)

Resolution for Demolition - 600 Meadow - Tabled.

RESOLUTION NO. _____

**RESOLUTION ORDERING THE DEMOLITION OF A BUILDING OR
STRUCTURE LOCATED AT 600 MEADOW AVENUE, OPELIKA, ALABAMA 36801,
PARCEL ID NO.: 43-10-04-18-3-001-001.000 IN COMPLIANCE WITH SECTIONS
11-40-30 THROUGH 11-40-36, SECTIONS 11-53B-1 THROUGH 11-53B-16,
INCLUSIVE, OF THE CODE OF ALABAMA, AND IN COMPLIANCE WITH
ORDINANCE NO. 116-15.
OF THE CITY OF OPELIKA, ALABAMA**

WHEREAS, the Building Official of the City of Opelika, Alabama, determined that the condition of the building or structure located at 600 Meadow Avenue, Opelika, Alabama, 36801, Parcel I.D. Number: 43-10-04-18-3-001-001.000, (hereinafter the Subject Property”) is in such condition as to make it dangerous to the life, health, property, morals, safety or general welfare of the public or the occupants; and

WHEREAS, The Buryl C. Jones Revocable Trust is the record owner of the above-described property as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, Selwyn Jones, as Trustee of the Buryl C. Jones Revocable Trust, is the person last assessing the subject property for state taxes; and

WHEREAS, there are no mortgagees or lienholders of record as shown from a search of records of the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, a “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy” was sent via certified mail, properly addressed, and postage prepaid to The Beryl C. Jones Revocable Trust, Selwyn Jones, Trustee, 3640 Robert E Lee Drive, Millbrook, AL 36054; and

WHEREAS, contemporaneous with the filing of the “Notice of Dangerous Building, Finding of Public Nuisance and Order to Remedy”, a copy of the same was posted at or within three (3) feet of an entrance to the building on the subject property; and

WHEREAS, a Lis Pendens Notice was duly filed of record in the Office of the Judge of Probate of Lee County, Alabama, as required by Ordinance No. 116-15; and

WHEREAS, notice that the subject property is a dangerous building because it is unsafe to the extent that it is a public nuisance and is subject to demolition and that a public hearing would be held on a certain date was given to all interested parties as required by law; and

WHEREAS, Tuesday, February 16, 2016 at 7:00 p.m. in the City Council Chambers of the Municipal Building, 204 South 7th Street, Opelika, Lee County, Alabama, was fixed as the time and place when and where the City Council will meet to determine whether or not the buildings located at 600 Meadow Avenue is unsafe to the extent that it creates a public nuisance; and

WHEREAS, the City Council of the City of Opelika met on Tuesday, February 16, 2016, at the aforesaid time and place for the purpose of conducting said public hearing; and

WHEREAS, the President of the City Council of the City of Opelika presided over said public hearing and opened the floor for comments from the public and any persons interested in the real property located at 600 Meadow Avenue, Opelika, Alabama; and

WHEREAS, the City Council has considered all of the evidence and other matters in relation to said alleged public nuisance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Opelika, as follows:

1. The City Council hereby finds and determines that the building or structure located at 600 Meadow Avenue, Opelika, Alabama, Parcel I.D. Number: 43-10-04-18-3-001-001.000, is unsafe to the extent that it creates a public nuisance to the citizens of Opelika, Alabama, and is due to be condemned and demolished in compliance with §§11-40-30 through 11-40-36 and §§11-53B-1 through 11-53B-16, inclusive of the *Code of Alabama*, and Ordinance No. 116-15 of the City of Opelika, Alabama, which Ordinance is codified at Sections 5-221 through 5-238, inclusive of the *Code of Ordinances* of the City of Opelika, Alabama. The property referred to above is more particularly described as follows:

Lot 12 in Meadow Park Subdivision, Unit No. One, in the City of Opelika, Alabama, according to and as shown by a plat of Meadow Park Subdivision, Unit No. One, as the same appears of record in the Office of the Judge of Probate of Lee County, Alabama, in Town Plat Book 3 at Page 39; together with all improvements thereon, and appurtenances thereunto appertaining.

Also being further described as Parcel Number 43-10-04-18-3-001-001.000, according to records maintained in the Lee County Revenue Commissioner's Office.

2. The Mayor is hereby authorized and directed to cause said building or structure to be demolished and removed after the expiration of twenty (20) days from the date of this resolution if an appeal has not been taken to the Circuit Court. The demolition may be accomplished by the municipality by the use of its own forces, or it may be provided by contract

for the demolition. The municipality may sell or otherwise dispose of salvaged materials resulting from the demolition. All employees, contractors and duly authorized agents of the City are authorized to enter upon said property for said purpose.

3. Any person aggrieved by the decision of the City Council may, within ten (10) days hereafter, appeal to the Circuit Court upon filing with the Clerk of the Court notice of appeal and a bond for security of costs in the form and amount approved by the Circuit Clerk.

4. Upon the demolition and removal of said building or structure, the Building Official shall make a report to the City Council of the cost. The City Council shall thereafter adopt a resolution fixing the costs which it finds were reasonably incurred in the demolition and removal of said building or structure and assess the costs against said property. The proceeds of any monies received from the sale of salvaged materials from the building or structure shall be used or applied against the cost of the demolition and removal. The fixing of costs by the City Council shall constitute a special assessment against the lot or lots, parcel, or parcels of land upon which the building or structure was located and shall constitute a lien on the property for the amount of the assessment.

5. The City Clerk is hereby directed to mail, by certified mail, a copy of this resolution to the owners and lien holders of the property as the information appears on the records of the office of the Tax Assessor and in the Office of the Judge of Probate of Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____ 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

Cc: The Buryl C. Jones Revocable Trust
Selwyn Jones, Trustee
3640 Robert E. Lee Drive
Millbrook, AL 36054

RESOLUTION NO. 043-16

Expense Reports from Various Depts.

RESOLUTION NO. _____

BE IT RESOLVED, by the City Council of the City of Opelika, Alabama, as follows:

-) That the following employees were required by the City of Opelika to travel on City business and/or attend a training session, meeting or conference.

Employee	Department	\$ Amount
-----	-----	
Eddie Smith	City Council	192.66
Jeff Johnson	OPS	92.88

-) That attached is an expense report(s) prepared, dated and signed by the City employee or official covering the various expenses incurred on said trip and reviewed/approved by the City's accounting department and City official(s).
- 3) That the Opelika City Council hereby approves the attached expense reports for reimbursement to said City employee or official.
- 4) That the Mayor and/or appropriate City official is hereby directed and authorized to take the necessary steps so a check can be prepared covering the attached expense reports.
- 5) That the City Treasurer is authorized to sign said check so it can be delivered to the appropriate City employee or official.

ADOPTED and APPROVED this the ____ day of _____, 2016.

C. E. “Eddie” Smith, Jr.
President City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC
City Clerk - City Treasurer

EXPENSE REPORT

PERIOD ENDING

NAME

Name

Eddie Smith

DEPARTMENT

Department

City Council

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS Itemize Below			ENTERTAIN- MENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC.	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUB- LIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												
MON												
TUE												
WED												
THU	Economic Development Forum	192.66										192.66
FRI												
SAT												
WEEKLY CATEGORY TOTALS \$												192.66

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

Agree To P.O.

Exts Verified

Footing Verified

Inv. Price Bio Price

Ok To Pay

A/C # Verified

NUMBER OF DAYS AWAY FROM HOME

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

NATURE OR PURPOSE OF TRAVEL

Economic Development
Forum

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM
MY ADVANCE☒ MAIL TO

ITEMIZED AUTOMOBILE EXPENSES		
DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT

ITEMIZED MISCELLANEOUS EXPENSES		
DATE	ITEMS	AMOUNT

SIGNATURE

APPROVED BY

NAME
Jeff Johnson

DEPARTMENT
OPS

PERIOD ENDING

DAY	CITY AND STATE	LODGING	TRANSPORTATION				BUSINESS MEALS			ENTERTAINMENT Itemize Below	MISC. EXPENSES Itemize Below	DAILY TOTAL
			AIR RAIL, ETC	RENTAL CAR LIMO ETC.	LOCAL TAXI, TOLLS & PUBLIC TRANSIT	AUTO EXPENSES Itemize Below	BREAKFAST	LUNCH	DINNER			
SUN												0
MON	Atlanta, GA					46.44						46
TUE												0
WED												0
THU												0
FRI	Opelika, AL					46.44						46
SAT												0
WEEKLY CATEGORY TOTALS \$		0.00	0.00	0.00	0.00	92.88	0.00	0.00	0.00	0.00	0.00	92

WEEKLY TOTAL EXPENSES

DATE	NAME OF PERSON(S) ENTERTAINED; COMPANY, TITLE	TIME & PLACE	NATURE & PURPOSE OF ENTERTAINMENT	AMOUNT	% OR \$ ALLOCATED TO BUSINESS

Agree To P.O. _____
Exts Verified _____
Footing Verified _____
Inv. Price Bio Price _____
Ok To Pay _____
A/C # Verified _____

NUMBER OF DAYS AWAY FROM HOME

4

NUMBER OF DAYS AWAY ON PERSONAL AFFAIRS

0

% OF TOTAL DAYS AWAY FOR PERSONAL AFFAIRS

0%

NATURE OR PURPOSE OF TRAVEL

Fiber Marketing Training in Boca Raton, FL

METHOD OF REIMBURSEMENT

☐ DEDUCT FROM MY ADVANCE

☒ MAIL: TO

Jeff Johnson @ Opelika Power Services

SIGNATURE

APPROVED BY

ITEMIZED AUTOMOBILE EXPENSES

DATE	MILEAGE, GAS, PARKING REPAIRS, ETC.	AMOUNT
2/22	To & From Atlanta Airport	92.88

ITEMIZED MISCELLANEOUS EXPENSES

DATE	ITEMS	AMOUNT

RESOLUTION NO. 044-16

Designate City Personal Property Surplus and Authorize Disposal.**RESOLUTION NO. _____**

WHEREAS, the City of Opelika, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Alabama Code of 1975 authorizes the Municipal Governing body to dispose of unneeded personal property;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

SECTION 1. That the following personal property owned by the City of Opelika, Alabama, is no longer needed for public or municipal purposes:

No.	Qty.	Unit	Item Description	Fixed Asset #
1.	1	Ea.	2007 Peterbuilt Garbage Truck VIN #1NPZH08X77D7171184	87002441
2.	1	Ea.	Motorola Bay Station Charger	N/A
3.	1	Ea.	Motorola Handie-Talkie FM Radio XTS3000	87001421
4.	1	Ea.	Motorola Handie-Talkie FM Radio XTS3000	87001578

SECTION 2. That the Mayor is hereby authorized and directed to dispose of the personal property owned by the City of Opelika, Alabama, described in Section 1 above. If any such property has marketable value, the Mayor shall receive bids or quotations for such property and shall sell the same to the highest bidder. If the property has no marketable value, the Mayor may dispose of such property in the most economical and feasible manner available to him.

APPROVED AND ADOPTED this the _____ day of _____, 2016.

C. E. “Eddie Smith, Jr.
President of the City Council
City of Opelika

ATTEST:

Robert G. Shuman
City Clerk - Treasurer

RESOLUTION NO. 045-16

One (1) 35 Cu Yd Self-Contained Compactor - OES.**RESOLUTION NO. _____**

WHEREAS, Opelika Environmental Services desires to purchase One (1) 35 cubic yard self-contained compactor utilizing the NJPA Coop Contract; and

WHEREAS, Wastequip is the Contract Vendor for the One (1) 35 cubic yard self-contained compactor; and

WHEREAS, funding in the amount of \$22,041.60 will come from Capital Outlay;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

1. That the purchase be awarded to Wastequip utilizing the NJPA Coop Contract.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Wastequip in the amount of \$22,041.60.
3. The Controller is authorized to adjust the budget as necessary for this purchase.
4. That Mayor Gary Fuller is hereby authorized to execute all documents pertaining to this purchase.

APPROVED AND ADOPTED this the ____ day of _____, 2016.

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer



5712 Lower 3rd Street, Alexandria, LA, 71302

WQ-10010006



Sell To:

Contact Name David Turner
 Bill To Name City of Opelika
 Bill To 700 Fox Trail
 Opelika, AL 36801
 USA
 Email dturner@opelika-al.gov
 Phone (334) 705-5156

Ship To Name City of Opelika
 Ship To 700 Fox Trail
 Opelika, AL 36801
 USA

Quote Information

Salesperson Gary Blevins
 Salesperson Email gblevins@wastequip.com
 Salesperson Phone (256) 717-9041
 Created Date 2/23/2016
 Expiration Date 3/4/2016
 Quote Number WQ-10010006
 Please Reference Quote Number on all
 Purchase Orders

Model	Product Description	Selected Option	Quantity	Sales Price	Total Price
CO109	Hopper / Doghouse - Magnetic door interlock switch - mounted		1.00	\$325.60	\$325.60
CO201-5S	Container Options - Guide rails - 5' standard - with stops		1.00	\$259.20	\$259.20
CO204	Hopper / Doghouse - Doghouse fully enclosed, single door, frame & locking hasp		1.00	\$1,449.10	\$1,449.10
VAF-SC-1	Guardian Control System		1.00	\$0.00	\$0.00
VAF-SC-2	(AMS) Automatic Maintenance Scheduler		1.00	\$0.00	\$0.00
VAF-SC-3	100% Full Light		1.00	\$0.00	\$0.00
VAF-SC-4	Multicycle Timer		1.00	\$0.00	\$0.00
VAF-SC-5	Low Temperature Oil		1.00	\$0.00	\$0.00
VAF-SC-6	Warranty: 5 Years Structural, 2 Years Parts and 1 Year Labor		1.00	\$0.00	\$0.00

Color:

TBD-Standard

Color

Voltage: 230V

3PH

Feed Side:

Left-Hand

Side

Quick

Disconnect:

Right-Hand

Side

265XP-35-F Self-Contained Precision Series 265XP Model includes a 10HP Tri-volt T.E.F.C. motor, UL/CUL Listed, 6' remote power unit with weather cover, NEMA 4 Rated Control Panel, Controls in Panel Face, Precision guided ram, Full Gasketed Door, A.N.S.I Z.245.2 Compliant, WASTEC rated and 5 year structural warranty.

Payment Terms Net 30 Days
 Shipping Terms FOB Origin

Subtotal \$20,641.60
 Shipping and Handling \$1,400.00



5712 Lower 3rd Street, Alexandria, LA, 71302

WQ-10010006



Tax	\$0.00
Grand Total	\$22,041.60

Additional Information

Additional Terms Our quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms and Conditions, including our limited warranties, the terms of which are incorporated herein by reference, which constitutes the entire agreement between the parties. The Wastequip Terms and Conditions are available on our website at: <http://www.wastequip.com/terms-conditions.cfm>

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume. Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this quotation may not include all applicable taxes, brokerage fees or duties.

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

Additional Information Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document.

Special Contract Information Pricing is based on Wastequip's National Joint Powers Alliance (NJPA) Contract No. 060612-WQI as awarded on July 17, 2012. Per the terms of the contract, pricing may be amended at any time with proper documentation, and subject to NJPA approval. Pricing may change without written prior notice.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders

Attachment: 3-1-16 - ONE (1) 35 CU YD SELF-CONTAINED COMPACTOR - NJPA CONTRACT - CNCL PKT (045-16 : One (1) 35 Cu Yd Self-

RESOLUTION NO. 046-16

Thirty-Eight (38) Fujitsu Scanners - IT.

RESOLUTION NO. _____

WHEREAS, the Information Technology Department desires to purchase Thirty-eight (38) Fujitsu Scanners utilizing the State of Alabama Contract #T020; and

WHEREAS, Pinnacle Networx, LLC is the State Contract Vendor for the Fujitsu Scanners; and

WHEREAS, the funds from this purchase will come from undesignated funds;

NOW, THEREFORE, BE IT RESOLVED by the City of Opelika, Alabama as follows:

1. That the purchase be awarded to Pinnacle Networx, LLC utilizing the State of Alabama Contract #T020.
2. That the Purchasing-Revenue Manager is hereby authorized to issue a purchase order to Pinnacle Networx, LLC in the total amount of \$36,634.66
3. The Controller is authorized to adjust the budget as necessary for this purchase.

APPROVED AND ADOPTED this the ____ day of _____, 2016.

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

ATTEST:

Robert G. Shuman
City Clerk - Treasurer


**PINNACLE
NETWORK**

74689 Tallahassee Hwy, Wetumpka, AL 36092
 T. 888-928-4111 F. 334-472-2030

QUOTE

Number AAAQ399

Date Feb 23, 201

Sold To

City of Opelika
 Stephen Dawe
 P.O. Box 390
 Opelika, AL 36803-0390

Ship To

City of Opelika
 Stephen Dawe
 P.O. Box 390
 Opelika, AL 36803-0390

Your Sales Rep

Harry Toothaker

 334 332-5020
 harry.toothaker@pinnacle
 lenetworx.com

Phone 334-705-5140
Fax

Phone 334-705-5140
Fax

Terms
P.O. Number
Ship Via

Line	Qty	Description	List Price	State Price	Ext. Price
1	38	Fujitsu fi 7160 scanner 60 PPM, 8.5X14, B&W/24-bit Color, USB 3.0, Duplex, 80 Page ADF, PaperStream IP (TWAIN/ISIS), USB Cable, PaperStream Capture LED light-source, Acoustic and Timing Paper Protection functionality, Central Admin	\$1,195.00	\$954.57	\$36,273.66

State Contract #4012520 Fujitsu Scanners T-020
 Old Vendor#20437332100
 New Vendor #VC000001692
 New Commodity Code 20684
 Line #00014 Commodity Code 205-41-065619

SubTotal \$36,273.66
Tax \$0.00
Shipping \$361.00
Total **\$36,634.66**

This customer is tax exempt

PRICES SUBJECT TO CHANGE - PRICES VALID UPON TOTAL PURCHASE AND DELIVERY. TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY PROVIDED. GENERALLY ALL HARDWARE, COMPUTER CONNECTIONS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPT. BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR REMEDY REGARD TO ANY OF THESE PRODUCTS. WE SPECIFICALLY DISCLAIM FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS.

CONTINUATION OF ANY AGREEMENT BETWEEN THE STATE AND A BIDDER BEYOND A FISCAL YEAR IS CONTINGENT UPON CONTINUED LEGISLATIVE APPROPRIATION OF FUNDS FOR THE PURPOSE OF THIS BID AND ANY RESULTING AGREEMENT. NON-AVAILABILITY OF FUNDS AT ANY TIME SHALL CAUSE ANY AGREEMENT TO BECOME VOID AND UNENFORCEABLE AND NO LIQUIDATED DAMAGES SHALL ACCRUE TO THE STATE AS A RESULT. THE STATE WILL NOT INCUR LIABILITY BEYOND THE PAYMENT OF ACCRUED AGREEMENT PAYMENT.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

TERMS AND CONDITIONS

PAGE: 4

DEM PRODUCT:

ALL EQUIPMENT MUST BE NEW FACTORY SEALED OEM PRODUCT SOURCED THROUGH MANUFACTURER AUTHORIZED DISTRIBUTION SOURCES AND CARRY THE ORIGINAL MANUFACTURER'S FULL WARRANTY. NO REMANUFACTURED, REFURBISHED, EXCHANGED OR REPAIRED PRODUCTS WILL BE ACCEPTED.

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

PAGE: 5

CONTRACT NUMBER	VENDOR NUMBER NAME AND ADDRESS	CONTACT PERSON PHONE NUMBERS/FAX	TERMS AND DELIVERY
4012512	631258733-83 JHCOLLIER INC JHCOLLIER COMPUTERS 4518 EAGLEWOOD DRIVE BESSEMER AL 35822	PAMELA COLLIER 285-760-5585	NET 28 DAYS ARO *****
4012513	132561772-09 CANDN U.S.A., INC. CANDN U.S.A., INC. 1 CANDN PARK MELVILLE NY 11742	DAVID ARMSTRONG 228-239-5996 880-323-9170	NET 30 DAYS ARO *****516-328-5459
4012514	768200990-08 TSA INC TECH & SCIENTIFIC APPLICATION SUITE 100 3821 LORNA ROAD HOOVER AL 35244	ANGIE LIVENGOD 285-421-4933 877-384-1234	NET 7 DAYS ARO *****285-402-2385
4012515	131921089-00 KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. 500 DAY HILL RD ORDER PROCESSING WINDSOR CT 06095	KIMBERLY TALBOT 703-768-3573 800-331-8561	NET 30 DAYS ARO *****703-506-1257
4012516	952819586-02 KYDCERA DOCUMENT SOLUTIONS AMERICA, INC. 225 SAND ROAD FAIRFIELD NJ 07884	GIND CHAVIS 804-402-9887	NET 30 DAYS ARO *****

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

CONTRACT VENDORS

PAGE: 6

CONTRACT NUMBER	VENDOR NUMBER NAME AND ADDRESS	CONTACT PERSON PHONE NUMBERS/FAX	TERMS AND DELIVERY
4012517	742616885-88 DELL MARKETING L P DELL USA ONE DELL WAY MSB-11 ROUND ROCK TX 78682	TRENT THOMPSON 800-981-3355 800-766-3355	NET 7-10 DAYS ARO *****512-283-9892
4012518	364230110-01 CDW GOVERNMENT LLC 230 N. MILWAUKEE AVE VERDON HILLS IL 60061	BEN HERMES 866-258-8418 800-808-4239	NET AS SPECIFIED *****312-785-6528
4012519	630592704-00 ROYAL OFFICE EQUIPMENT COMPANY INC 2670 ZELDA ROAD MONTGOMERY AL 36107	RICHARD FDSHEE 334-264-3425	NET 30 DAYS ARO *****334-264-3426

PRINTERS AND OPTIDNS: XEROX

22.5 % OFF MANUFACTURER'S CATALOG

4012512 00011 205-41-064165 .00 % 631250733-03 NET
EA JHCOLLIER INC
SCANNERS AND OPTIONS: BROTHER JHCOLLIER COMPUTERS
24 % OFF MANUFACTURER'S CATALOG

4012512 00012 205-41-064170 .00 % 631250733-03 NET
EA JHCOLLIER INC
SCANNERS AND OPTIDNS: CANON JHCDLLIER COMPUTERS
25 % OFF MANUFACTURER'S CATALOG

4012512 00013 205-41-064171 .00 % 631250733-03 NET
EA JHCOLLIER INC
SCANNERS AND OPTIONS: EPSON JHCOLLIER COMPUTERS
24 % OFF MANUFACTURER'S CATALOG

4012520 00014 205-41-065619 .00 % 204373321-00 NET
EA PINNACLE NETWORK, LLC.
SCANNERS AND OPTIONS: FUJITSU
20.12 % OFF MANUFACTURER'S CATALOG

4012514 00015 205-41-069637 .00 % 760200990-00 NET
EA TSA INC

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

COMMODITY LISTING

PAGE: 10

CONTRACT NUMBER/LINE #	COMMODITY NUMBER COMMODITY DESCRIPTION	UNIT PRICE MEASURE	VENDOR # NAME	TERMS
	SCANNERS AND OPTIONS: HEWLETT PACKARD		TECH & SCIENTIFIC APPLICATION	
	29 % OFF MANUFACTURER'S CATALOG			

4012518 00016 205-47-063995 .00 % 364230110-01 NET
EA CDW GOVERNMENT LLC
SCANNERS AND OPTIONS: XEROX
22.5 % OFF MANUFACTURER'S CATALOG

DIVISION OF PURCHASING
CONTRACT NOTICE OF AWARD

IF YOU NEED ASSISTANCE CONCERNING THIS CONTRACT, PLEASE CONTACT THE
BUYER LISTED ON THE COVER PAGE.

THIS CONTRACT CONTAINS 11 PAGES.

RESOLUTION NO. 047-16

Travel Advancement for ZH - OPS.

RESOLUTION NO. _____

WHEREAS, Journeyman Line worker, Zach Hester, is requesting a travel advance from the City Treasury for the purpose of attending the Advanced Line worker Program-Module 1 in Adel, Georgia from March 16, 2016 through March 17, 2016.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a Municipal Corporation, as follows:

- 1) That the Opelika Power Services Director is hereby authorized to process the appropriate paperwork to the Accounting Department so a check for One Hundred and Fifty dollars (\$150.00) can be prepared payable to Zach Hester.
- 2) That the City Treasurer is hereby authorized and directed to sign said advance check for \$150.00 payable to Zach Hester for travel expenses while attending the Advanced Line worker Program-Module 1. That said Journeyman Line Worker shall present an itemized expense report immediately upon his return to the City.

APPROVED and ADOPTED this the _____ day of _____, 2016.

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Fact Sheet

Subject:

Travel Advance

Facts:

Journeyman Line Worker Zach Hester is attending the Advanced Line Worker Program-Module 1 in Adel, Georgia, which begins on March 16, 2016.

Shane is requesting 6 meals, and fuel for a City vehicle with an estimated cost of \$150.00

6 Meals ~ \$100.00

Fuel for City vehicle while in Adel ~ \$50.00

Recommendations:

The Council to approve the travel advance for Zach Hester during the March 1, 2016 Council Meeting.

2016 PowerLine School Calendar of Events

Revised

13.6.b

January 27 - 28	Florida Advanced Lineworker Program - Module 2	KUA
February 1 - 5	Groundman School	Newnan
February 22 - 26	Powerline Workers Apprenticeship Class 48B	Newnan
February 29 - March 4	Florida Groundman School	KUA
March 16 - 17	GA Advanced Lineworker Program - Module 1	Adel
April 11 - 15	Powerline Workers Apprenticeship Class 46C	Newnan
April 27 - 28	Florida Advanced Lineworker Program - Module 3	KUA
May 16 - 20	Florida Powerline Workers Apprenticeship Class 1B	KUA
May 23 - 27	Powerline Workers Apprenticeship Class 50A	Newnan
June 15 - 16	Florida Underground Line Locating School	KUA
June 17	Graduation - Class 45	Adel
June 22 - 23	GA Advanced Lineworker Program - Module 2	Newnan
July 20 - 21	Florida Advanced Lineworker Program - Module 4	KUA
August 1 - 5	Florida Powerline Workers Apprenticeship Class 2A	KUA
August 15 - 19	Powerline Workers Apprenticeship Class 47C	Adel
August 31 - September 1	GA Advanced Lineworker Program - Module 3	Adel
September 12 - 16	Groundman School	Adel
October 21	Graduation - Class 46	Newnan
October 24 - 28	Powerline Workers Apprenticeship Class 49B	Adel
November 9 - 10	Florida Advanced Lineworker Program - Module 1	KUA
November 15 - 16	Underground Line Locating School	Newnan
December 5 - 9	Powerline Workers Apprenticeship Class 51A	Adel
December 14 - 15	GA Advanced Lineworker Program - Module 4	Newnan

RESOLUTION NO. 048-16

Travel Advancement for SC - OPS.

RESOLUTION NO. _____

WHEREAS, Journeyman Line worker, Shane Childs, is requesting a travel advance from the City Treasury for the purpose of attending the Advanced Line worker Program-Module 1 in Adel, Georgia from March 16, 2016 through March 17, 2016.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a Municipal Corporation, as follows:

- 1) That the Opelika Power Services Director is hereby authorized to process the appropriate paperwork to the Accounting Department so a check for One Hundred and Fifty dollars (\$150.00) can be prepared payable to Shane Childs.
- 2) That the City Treasurer is hereby authorized and directed to sign said advance check for \$150.00 payable to Shane Childs for travel expenses while attending the Advanced Line worker Program-Module 1. That said Journeyman Line Worker shall present an itemized expense report immediately upon his return to the City.

APPROVED and ADOPTED this the _____ day of _____, 2016.

C.E. "Eddie" Smith, Jr.

President City Council

Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

Fact Sheet

Subject:

Travel Advance

Facts:

Journeyman Line Worker Shane Childs is attending the Advanced Line Worker Program-Module 1 in Adel, Georgia, which begins on March 16, 2016.

Shane is requesting 6 meals, and fuel for a City vehicle with an estimated cost of \$150.00

6 Meals ~ \$100.00

Fuel for City vehicle while in Adel ~ \$50.00

Recommendations:

The Council to approve the travel advance for Shane Childs during the March 1, 2016 Council Meeting.

2016 PowerLine School Calendar of Events

Revised

13.7.b

January 27 - 28	Florida Advanced Lineworker Program - Module 2	KUA
February 1 - 5	Groundman School	Newnan
February 22 - 26	Powerline Workers Apprenticeship Class 48B	Newnan
February 29 - March 4	Florida Groundman School	KUA
March 16 - 17	GA Advanced Lineworker Program - Module 1	Adel
April 11 - 15	Powerline Workers Apprenticeship Class 46C	Newnan
April 27 - 28	Florida Advanced Lineworker Program - Module 3	KUA
May 16 - 20	Florida Powerline Workers Apprenticeship Class 1B	KUA
May 23 - 27	Powerline Workers Apprenticeship Class 50A	Newnan
June 15 - 16	Florida Underground Line Locating School	KUA
June 17	Graduation - Class 45	Adel
June 22 - 23	GA Advanced Lineworker Program - Module 2	Newnan
July 20 - 21	Florida Advanced Lineworker Program - Module 4	KUA
August 1 - 5	Florida Powerline Workers Apprenticeship Class 2A	KUA
August 15 - 19	Powerline Workers Apprenticeship Class 47C	Adel
August 31 - September 1	GA Advanced Lineworker Program - Module 3	Adel
September 12 - 16	Groundman School	Adel
October 21	Graduation - Class 46	Newnan
October 24 - 28	Powerline Workers Apprenticeship Class 49B	Adel
November 9 - 10	Florida Advanced Lineworker Program - Module 1	KUA
November 15 - 16	Underground Line Locating School	Newnan
December 5 - 9	Powerline Workers Apprenticeship Class 51A	Adel
December 14 - 15	GA Advanced Lineworker Program - Module 4	Newnan

RESOLUTION NO. 049-16

Special Use Permit for Verizon at 3460 US Hwy 280 East.

RESOLUTION NO. _____

WHEREAS, Verizon has requested to co-locate their equipment at an existing wireless telecommunication facility located at 3460 US Hwy 280 E., Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

WHEREAS, Verizon has complied with City's Ordinance No. 102-00 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and Verizon customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for the co-location of Verizon's equipment at this facility located at 3460 US Hwy 280 E., which consist of a 249' self-support tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Verizon is hereby granted a Special Use Permit to co-locate their equipment at the wireless telecommunications facility located at 3460 US Hwy 280 E. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. Prior to issuance of the Building Permit, Verizon must submit a certificate of insurance in accordance with the specifications set forth by the City's Ordinance No. 102-00.
2. Prior to the installation of Verizon's equipment mounted on the tower, tower modifications must be installed in accordance with Selective Site Consultants (Project # AL-0084-D-MOD) drawings (Appendix D), submitted in the Structural Analysis performed by Selective Site Consultants on July 2, 2015.

3. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Verizon may petition the City of an extension of this for good cause shown, but the decision whether not to grant the extension shall exclusively be the prerogative of the City.
4. Verizon must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
5. Once Verizon has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon must notify the City's consultant for all inspections.
6. At the completion of construction, Verizon must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
7. Verizon shall not be permitted to actually provide service commercially until the Certificate of Occupancy or its functional equivalent is issued or risk forfeiting its Permit.
8. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.

ADOPTED and APPROVED this ____ day of _____, 2016.

 C.E. "Eddie" Smith, Jr.
 President City Council
 Opelika, Alabama

ATTEST:

R. G. Shuman, CMC
City Clerk-Treasurer

RESOLUTION NO. 050-16

Special Use Permit for Verizon at 4499 Northpark Drive.

RESOLUTION NO. _____

WHEREAS, Verizon has requested to co-locate their equipment and on an existing wireless telecommunication facility located at 4499 Northpark Drive, Opelika, AL to provide improved wireless services essentially within the corporate limits and police jurisdiction of the City of Opelika, and;

WHEREAS, Verizon has complied with City's Ordinance No. 102-00 and has demonstrated the need for additional modification of this wireless facility to deliver consistently reliable services in the identified area, and;

WHEREAS, both the City and Verizon customers in Opelika will benefit from improved service, and;

WHEREAS, the City's consultant, The Center for Municipal Solutions (CMS), recommends the granting of a Special Use Permit for the co-location of Verizon's equipment at this facility located at 4499 Northpark Drive, which consist of a 139' monopole tower;

THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama that Verizon is hereby granted a Special Use Permit to co-locate their equipment at the wireless telecommunications facility located at 4499 Northpark Drive. As recommended by CMS, the Special Use Permit is subject to compliance with the following conditions prior to the issuance of said permit and/or a Certificate of Completion:

1. Prior to issuance of the Building Permit, Verizon must submit a certificate of insurance in accordance with the specifications set forth by the City's Ordinance No. 102-00.
2. To prevent warehousing of permits or authorizations and to assure the best service to the City's residents as expeditiously as possible, the facility must be built, activated and be providing service no later than one hundred eighty (180) days after the issuance of the Special Use Permit or other applicable authorization, subject to commonly accepted force majeure exceptions acceptable to the City. Verizon may

petition the City of an extension of this for good cause shown, but the decision whether not to grant the extension shall exclusively be the prerogative of the City.

3. Verizon must provide contractor information to CMS and to the City prior to request for issuance of the Building Permit.
4. Once Verizon has met all the conditions of the permit and any other requirements of the City and a building permit is issued, Verizon must notify the City's consultant for all inspections.
5. At the completion of construction, Verizon must notify the City's consultant and provide proof that all inspections have been satisfactorily completed and the project is ready for a final on-site inspection. Upon passing the final inspection, a recommendation to issue a Certificate of Occupancy shall be made.
6. Verizon shall not be permitted to actually provide service commercially until the Certificate of Occupancy or its functional equivalent is issued or risk forfeiting its Permit.
7. The Certificate of Occupancy shall not be issued until all fees and costs associated with this Permit, including inspections, have been paid.

ADOPTED and APPROVED this ____ day of _____, 2016.

 C.E. "Eddie" Smith, Jr.
 President City Council
 Opelika, Alabama

ATTEST:

 R. G. Shuman, CMC

City Clerk-Treasurer

RESOLUTION NO. 051-16

Annual Renewal, Levy of Tax on Property in Opelika Corporate Limits.**RESOLUTION NO. _____**

ANNUAL AUTHORIZATION - LEVY OF TAX ON PROPERTY
SITUATED WITHIN THE CORPORATE LIMITS
OF THE CITY OF OPELIKA, ALABAMA

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a Municipal corporation, as follows:

1. That, under and by virtue of the provisions of Section 11-51-42 of the Code of Alabama, 1975, and pursuant to the appropriate provisions of the Constitution of Alabama and the general laws of the State, the following taxes are levied on property situated in the City of Opelika on the value assessed for taxation and as shown on the Books of Assessment for the State of Alabama and Lee County for which taxes of the City will become due and payable on October 1st, 2016:
 - (a) One-half of one per centum (5 mills) for the General Fund of the City, pursuant to Section 216 of the Constitution of Alabama of 1901.
 - (b) One-half of one per centum (5 mills) for debt service pursuant to Amendment No. 8 of the Constitution of Alabama of 1901.
 - (c) One-half of one per centum (5 mills) for educational purposes pursuant to Amendment No. 147 of the Constitution of Alabama of 1901, most recently voted on May 9th, 1989.
 - (d) One and 10/100 per centum (11 mills) for the support and furtherance of education pursuant to Amendment No. 8 of the Constitution of Alabama of 1901, most recently voted on January 25th, 2000.

Said taxes shall be levied and collected in addition to all other taxes levied under appropriate provisions of the Constitution of Alabama and general laws of the state.

2. That the City Clerk is hereby authorized and directed on or before

June 1st, 2016 to certify and deliver to the Revenue Commission of Lee County, Alabama a copy of this Resolution.

ADOPTED and APPROVED this the _____ day of _____, 2016.

C. E. "Eddie" Smith, Jr.

President, City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

RESOLUTION NO. 052-16

Amended Project Agreement - GSF.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AMENDED PROJECT AGREEMENT
BY AND AMONG THE CITY OF OPELIKA, ALABAMA,
OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY, GOLDEN
STATE FOODS CORP. AND LEX OPELIKA II L.P.**

BE IT RESOLVED by the City Council of the City of Opelika, Alabama, (the “Council”) as the governing body of the City of Opelika, Alabama, (the “City”), as follows:

Section 1. The Council upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) Pursuant to the applicable laws of the State of Alabama, the City, Opelika Industrial Development Authority (“OIDA”), Golden State Foods Corp., a Delaware corporation, (the “Company”) and Lex Opelika II L.P., a Delaware Limited Partnership (“Lex”) have prepared and presented to the Council that certain Amended Project Agreement by and among the City, OIDA, the Company and Lex dated March 1, 2016, as well as all exhibits attached thereto (collectively, the “Amended Agreement” or the “Amended Project Agreement”) for the purposes referenced therein.

(b) The City is authorized to do any of the actions or undertakings referenced in Amendment No. 642 to the Constitution of Alabama of 1901, as amended (“Amendment 642”).

(c) The Amended Agreement requires, among other things, Lex to fund to the

Company approximately thirty seven million dollars (\$37,000,000) for the construction of the Project and the Company to invest approximately twenty six million dollars (\$26,000,000) for a total of approximately sixty-three million dollars (\$63,000,000) in the Project and the Company will construct, establish and operate a state-of-the-art food processing facility at the Northeast Industrial Park in the corporate limits (the “Project”).

(d) In consideration for the obligations of the Company under the Amended Project Agreement, the City will agree, among other things, to provide financial incentives to Lex and the Company described more particularly in the Amended Project Agreement, including cash incentives, performance incentives, tax abatements and roadway extension and related improvements. In addition, the City will agree to provide a water main and a sanitary sewer line to the property line of the project site at no cost to Lex and the Company. The City will further agree to waive any and all site plan review fees, building and construction permits and all City water tap and system development fees as needed for the project.

(e) The expenditure of public funds for the purposes specified in the Amended Project Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities, because it will facilitate the acquisition and construction of the Project for the benefit of the general public, will increase employment opportunities in the City and will increase the tax and revenue base of the City.

(f) On February 23, 2016, the City caused to be published in *The Opelika-Auburn News*, which newspaper has the largest circulation in the City, the Notice required by Amendment 642, a true and correct copy of which Notice is attached hereto. The information set forth in said Notice is true and correct, and the publication of said Notice is hereby ratified and confirmed.

Section 2. The Council does hereby approve, adopt, authorize, direct, ratify and confirm

(a) the agreements, covenants and undertakings of the City set forth in the Amended Project Agreement.

(b) the terms and provisions of the Amended Project Agreement, with such changes thereto (by addition or deletion) as the Mayor shall approve (other than an increase in the amount of the City's financial commitment which must be approved by this Council), which approval shall be conclusively evidenced by execution and delivery of the Amended Project Agreement as hereinafter provided.

Section 3. The Mayor is hereby authorized and directed to execute and deliver the Amended Project Agreement for and on behalf of and in the name of the City. The Clerk is hereby authorized and directed to affix the official seal of the City to the Amended Project Agreement and to attest the same.

Section 4. The Mayor and the officers of the City are each hereby authorized and directed to take all such actions, and execute, deliver and perform all such agreements, documents, instruments, notices and petitions and proceedings with respect to the Amended Project Agreement, as the Mayor and such other officers shall determine to be necessary or desirable to carry out the provisions of this Resolution and the Amended Project Agreement or duly and punctually observe and perform all agreements and obligations of the City under the Amended Project Agreement.

Section 5. All prior actions taken, and agreements, documents or notices executed and delivered, by the Mayor or any officer or member of the City Council or other representative of the City, in connection with the agreements, covenants and undertakings of the City hereby

approved, or in connection with the preparation of the Amended Project Agreement and the terms and provisions thereof, are hereby approved, ratified and confirmed.

Section 6. This Resolution shall take effect immediately.

ADOPTED AND APPROVED this the 1st day of March, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE CITY
OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

I, the undersigned qualified and acting City Clerk of the City of Opelika, Alabama, do hereby certify that the above and foregoing is a true and correct copy of a resolution lawfully passed and adopted by the City Council of the City of Opelika at a regular meeting held on the 1st day of March, 2015, and that such resolution is on file in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Opelika on this the ____ day of March, 2016.

CITY CLERK

CITY OF OPELIKA, AL

AMENDED PROJECT AGREEMENT
BY AND AMONG
THE CITY OF OPELIKA
AND
THE OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY,
AND
GOLDEN STATE FOODS CORP.
AND
LEX OPELIKA II L.P.

AMENDED PROJECT AGREEMENT

THIS AMENDED PROJECT AGREEMENT (the "Amended Agreement") is made and entered into by and among the **CITY OF OPELIKA** (the "City"), the **OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY** (the "OIDA"), **GOLDEN STATE FOODS CORP.**, a Delaware corporation (the "Company") and **Lex Opelika II L.P.**, a Delaware limited partnership, ("Lex") as of the 1st day of March, 2016. The City, OIDA, the Company and Lex are each a "Party" to this Agreement and are collectively referred to as the "Parties". The City and the OIDA are sometimes also referred to collectively as the "Public Authorities". The Company and Lex are sometimes also referred to collectively as the "Private Entities".

R E C I T A L S

WHEREAS, the City and the Company have previously entered into that certain Project Agreement dated as of February 18, 2015; and

WHEREAS, the Company wishes to operate a meat processing facility in the Northeast Industrial Park in the City of Opelika, Alabama, wherein it will engage in the processing of beef and other meat products (the "Facility" or the "Project") and wherein it is expected to employ over the term of this Amended Agreement at least 170 Full-Time employees, earning an average wage or salary of at least \$33,300 to \$38,300 per year, exclusive of benefits, with a total capital investment in developing, constructing and equipping the Facility of an estimated \$63,000,000; and

WHEREAS, Lex has announced plans to acquire the land, lease the Facility to the Company and fund certain costs to construct the building comprising the Facility; and

WHEREAS, in reliance on the Company's representations regarding employment and wage levels and the Company's and Lex's representations of the capital investment by them, and the construction, performance and operation of the Facility as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City and its citizens, the City and OIDA have committed to make available to the Private Entities certain incentives in the manner and amounts described herein, subject to applicable State and Federal laws; and

WHEREAS, the parties wish to amend the Project Agreement in order to add Lex as an additional party and to extend certain deadlines, in accordance with the terms and conditions set forth in this Amended Agreement.

A G R E E M E N T

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the Parties enter into this Amended Agreement on the following terms and conditions.

1. **Scope of Agreement.** This Amended Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments, and representations set

out in the Recitals, as well as all exhibits, attachments, or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. **The Private Entities' Commitments, Representations and Warranties.** In consideration of the Public Authorities providing the incentives described herein, the Company and Lex make the following commitments, representations and warranties to the Public Authorities:

(a) The Private Entities acknowledge that the citizens of the City of Opelika anticipate (no force majeure event, timely approvals and no delays resulting from the public authorities meeting their obligations herein) the receipt of economic benefit to the local economy in return for the incentives set forth herein, and the Company agrees to diligently prosecute the development of the Project. The Company represents that it will use best efforts to Commence Construction of the Project no later than July 31, 2016, and the Company shall use its best efforts to Commence Operations of the Facility no later than March 31, 2017. (NOTE: These both anticipate no force majeure event timely approvals and no delays resulting for City or Public Authorities meeting their obligations herein)

(b) In furtherance of this Project, and subject to compliance by the Company with all required documents, no later than December 31, 2017, Lex will have funded to the Company approximately thirty-seven million dollars (\$37,000,000) for the construction of the Project and the Company will have invested approximately twenty-six million dollars (\$26,000,000) for a total of approximately sixty-three million (\$63,000,000) in the Project (hereinafter the "Company's Commitment").

(c) Not later than December 31, 2017 (the "Jobs Target Date"), the Company shall employ at least one hundred seventy (170) Full-Time Employees (the "Jobs Target"), with an average wage in the range of at least \$33,300 to \$38,300 per year, exclusive of benefits (collectively the "Required Employee Pay Scale").

(d) The Company shall give good-faith consideration to Alabama-based contractors and vendors and Alabama residents to provide products and services in the development, construction, and operation of the Project. Contractors and vendors selected by the Company shall be in good standing and licensed and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Private Entities.

(e) The Company shall give good-faith consideration for employment at the Project to qualified Alabama residents, subject in all cases to their then usual and customary hiring policies.

(f) The Private Entities will be once operational in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement, including any applicable employment and immigration laws.

(g) By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not knowingly violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the City of Opelika.

(h) The Private Entities shall satisfy their obligations under any agreements with local government or private economic development organizations that relate to the Project.

(i) The Private Entities are not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

(j) The Private Entities have the legal power and authority to enter into this Amended Agreement and to make the respective commitments made in this Amended Agreement. To the extent that any authorization, approval, resolution or consent of the Company's board of directors, officers, managers, trustees or any other persons is required under either the Company's organizational and/or governing documents or otherwise is required by law and to the extent that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Company to have entered into this Agreement and make the commitments made in this Agreement, such authorizations, approvals or consents have been duly obtained in accordance with applicable law and procedures and the Company's rules of governance. To the extent that any authorization, approval, resolution or consent of Lex's general or limited partners or any other persons is required by law under either Lex's organizational and/or governing documents or otherwise required by law and to the extent that any authorization, approval or consent of any governmental authority, body or agency or third party is required for Lex to have entered into this Amended Agreement and make the commitments made in this Amended Agreement, such authorizations, approvals or consents have been duly obtained in accordance with applicable law and procedures and Lex's rules of governance.

(k) The Private Entities shall comply with land use regulations, codes and laws affecting the acquisition, ownership, use, improvement and development of the Project Site. The City agrees, consistent with its regulatory duties and responsibilities, to cooperate with and assist the Private Entities in applying for and to effect in a timely manner, the requisites and necessary approvals, licenses, permits and permissions for any and all aspects of the development of the Project Site including, by way of illustration and not limitation, approvals, permits, licenses or permissions for excavations, demotions, traffic control matters, relocation of utilities and easements, sidewalk approvals, curbing approvals, street approvals, zoning requirements and other necessary municipal activity required to complete the development of the Project Site.

3. **Commitments of the City.**

In consideration of Lex funding to the Company certain costs for the construction of the Facility and the Company constructing the Facility and conducting its business operations

as described in the Recitals and the economic benefit to the City and local community to be realized from those operations the City shall provide the following incentives:

(a) Tax Abatements/Tax Exemption. Subject to satisfying any requirements specified in the relevant provisions of the Alabama Code, the City will grant to Lex and the Company exemptions to the maximum extent allowed by law under §§11-51-220 through 11-51-223, *Code of Alabama* (1975) for a period of fifteen (15) years, from non-educational City ad valorem taxes for the Facility's real property and personal property located within the Facility. In addition, the City will grant to Lex and the Company the maximum permissible abatements allowed under Chapter 9B of Title 40, *Code of Alabama* (1975) of state and local non-educational ad valorem taxes for a period of ten (10) years from the date on which the Facility is placed in service, all construction and pre-operating related transactions (sales and use taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education) and all deed, mortgage and recording taxes. The Private Entities and the City understand and acknowledge that the abatements and exemptions granted under this Section 7(a) do not include any ad valorem taxes earmarked for city and county schools and school district purposes. The parties agree that the tax abatements for ad valorem taxes and construction-related transaction taxes (sales and use taxes) under this section shall not exceed the maximum abatements allowed by Alabama law (including without limitation Alabama Code 11-40-221 and its successor provisions). The City agrees to cooperate fully with and assist the Private Entities on an ongoing basis, with its application for tax abatements and exemptions to which the Private Entities may be entitled under applicable State tax laws.

(b) Relocation Reimbursement. The City shall pay a cash incentive to the Company of up to \$60,000 for the relocation costs of at least three of its management level employees who establish residency within the City of Opelika. Payment shall be made as soon as possible upon receipt by the City of paid invoices for relocation expenses and documentation of residence within the City of Opelika.

(c) Shop Opelika First. The City shall provide to the Company a \$100,000 "Shop Opelika First" grant to reimburse the Company for purchases made from vendors located within the City of Opelika. Payment shall be made as soon as possible but not later than thirty (30) days following the provision of paid receipts documenting the purchase from vendors within the City of Opelika.

(d) Building Permit, Water and Related Fees. The City and the Private Entities acknowledge that there are various plan review, construction and building permit fees required by the City, including but not limited to site plan review, mechanical permit, building, electrical permit and plumbing permit. With respect to the Project, the City agrees that the above-listed plan review, construction and building permit fees as well as any other local fees associated with these functions shall be waived. In addition, the City agrees to waive all City water tap and system development fees as needed for the Project.

(e) Road. The City agrees to construct, at no cost to the Private Entities, an extension of North Park Drive to the Project Site in accordance with Exhibit "1" to this Agreement. The City shall commence construction of the roadway improvements as soon

as practicable after the Project Proceed Date, and the City shall use its best efforts to cause the timely completion of these roadway improvements but in no event later than October 1, 2016. (The City's obligation to complete the roadway improvements on October 1, 2016 anticipates the timely approval of wetland mitigation by regulatory agencies and no time delays resulting from force majeure events. If regulatory agencies delay the approval of wetland mitigation for a period of more than 120 days after the effective date of this Agreement, the City's performance obligation hereunder shall be extended for a corresponding period of time proportionate to the regulatory delay.) All roadway improvements shall conform to all applicable industrial standards and governmental laws and regulations. The City and OIDA, through ALDOT shall recommend and support such application to the Alabama Department of Transportation, for the provision of an industrial access grant from the Alabama Industrial Access Road and Bridge Corporation in the amount of \$944,029 or the actual total cost is, the Company shall have no obligation for any costs related to the road work, pursuant to such properly completed application. The Private Entities agree to support in a timely basis both the City and OIDA in the grant application process including without limitation assistance with any certification needed for a complete submission.

(f) Utility Extensions.

(1) The City shall, at its sole expense, design, build and install a sanitary sewer line extension sized to meet the requirements of the Company (including any future expansion based on information from the Company) to the property line of the Project Site in the manner set forth in Exhibit "2" to this Agreement. An adequate sanitary and sewer line extension shall be completed no later than October 1, 2016.

(2) The City agrees that a sixteen inch ductile iron water main extension shall be extended to the property line of the Project Site in the manner set forth in Exhibit "3" to this Agreement. The water main extension line shall be completed no later than October 31, 2016.

(g) Performance Incentives. The City agrees to make annual grants of up to an aggregate of \$500,000 over a period of ten (10) years during which the Company continues to operate within the City as follows:

(1) For the first ten (10) years after the Facility has been placed in service, the City agrees to make an annual grant in each of such years of \$50,000 provided the Company employs a minimum of 170 full-time employees at the Facility, earning an average annual wage or salary of \$35,000 or more, exclusive of benefits, as of the last business day of the immediately preceding November. (If average annual wage or salary is less than \$35,000, exclusive of benefits, see subparagraph 3(g)(2) below for allowable annual grant. The allowable grants authorized in subsections (1) and (2) shall not be deemed to be cumulative.)

(2) For the first ten (10) years after the Facility has been placed in service, the City agrees to make an annual grant in each of such years of \$40,000 provided the Company employs a minimum of 170 full-time employees at the Facility, earning an average annual wage or salary of less than \$35,000, exclusive of benefits, on the last business day of the immediately preceding November.

(3) If with respect to any year, the Company has more than 150 employees but less than 170 full-time employees earning an average annual wage or salary of \$35,000 or more, exclusive of benefits, then the job performance payment will be reduced by multiplying the job performance payment (\$50,000) for each year by a fraction, the numerator of which is the actual number of full-time employees employed at the Facility on the last business day of the immediately preceding November for such year, and the denominator of which is 170. (If the average annual wage or salary is less than \$35,000, exclusive of benefits, see subparagraph 3(g)(4) below for allowable annual grant. The allowable grants authorized in subsections (3) and (4) shall not be deemed to be cumulative.)

(4) If with respect to any year, the Company has more than 150 employees but less than 170 employees earning an average annual wage or salary of less than \$35,000, exclusive of benefits, then the job performance payment will be reduced by multiplying the job performance payment (\$40,000) for each year by a fraction, the numerator of which is the actual number of full-time employees employed at the Facility on the last business day of the immediately preceding November for such year, and the denominator of which is 170.

(5) If the Company has met or exceeds the full-time employee target number for the job performance incentive as of the last business day of the preceding November, then the City agrees to pay the job performance payment to the Company by January 15 of the succeeding year.

(6) As a condition of the City's obligation to make job performance payments under this section, the Company shall provide to the City written certification by no later than the last business day of December prior to the due date of the job performance payment.

(7) If the Company is employing less than 150 full-time employees as of the last business day of the immediately preceding November, no job performance payment shall be due from the City to the Company for that year.

(8) The foregoing calculations will be made on an annual basis and in no event will the Company be required to refund payments for job performance payments that have been previously made.

(9) The City's obligation under this subsection (g) shall not exceed \$50,000 for any calendar year nor more than \$500,000 in the aggregate over the ten (10) year period after the Facility has been placed in service.

4. **Commitments of the Opelika Industrial Development Authority**

In consideration of Lex funding to the Company a portion of the costs to construct and the Company constructing the Facility and conducting the business operations as described in the Recitals and the economic benefit to the Opelika Industrial Development Authority and the local community to be realized from those operations, the Opelika Industrial Development Authority shall provide the following incentives:

(a) An approximate 50 acre site located in the Northeast Opelika Industrial Park at a reduced cost of \$9500 per acre. For this site many of the required studies have been performed and the Opelika Industrial Development Authority will provide those to the Company at no cost.

(b) There is a wetland area on the site which will need to be mitigated. The Opelika Industrial Development Authority will cover the costs and undertake the work, including all approvals, associated with this mitigation. The estimated costs of this will be approximately \$164,800. The wetland mitigation work will be completed by December 31, 2016.

(c) The land to be provided for the Project will be the subject of a standard ground lease until the State Site Preparation Grant has been applied for and received. A copy of the Ground Lease is attached hereto.

5. **Costs and Expenses.** Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

6. **Assignment.** Except as otherwise provided herein, absent the consent of the City, which shall not be withheld unreasonably, this Agreement is not assignable, except that the Private Entities shall have the right at any time to assign all its rights and obligations in and to the Project and to transfer this Agreement or any part thereof to any financially solvent affiliate of the Private Entities that agrees to assume assigned obligations of the Private Entities in and to the Project; and if so assigned, the Private Entities shall continue to be responsible for the performance of the obligations of the assignee under this Agreement unless specifically excused therefrom by the City, to be expressed in writing and signed by an authorized representative of the City. Notwithstanding the foregoing, Lex shall have the right, without the consent of the City, to assign this Agreement to any entity acquiring the fee ownership of the Facility or to any lender financing the Project (or in connection with a foreclosure or deed in lieu of foreclosure). No such assignment shall release Lex from any of its obligations under this Agreement unless specifically excused therefrom by the City to be expressed in writing and signed by an authorized representative of the City.

7. **Further Assurances.** The Parties agree to do all things and take all actions permitted by law required by this Agreement, to assist and enable Lex and the Company to commence the Project and establish the Facility during construction thereof and on an ongoing basis thereafter, including without limitation, the obtaining, negotiation, execution, and delivery

of all necessary or desirable agreements, filings, consents, authorizations, approvals, licenses, or deeds.

8. **Section Titles and Headings.** The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

9. **Survival of Representations and Warranties.** The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

10. **Waivers.** Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

11. **Time is of the Essence.** The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

12. **Notices.** All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To The Company:

John Page
Golden State Foods Corp.
18301 Von Karman Avenue
Irvine, CA 92612

To Lex Opelika II L.P.

Lex Opelika II, L.P.
c/o Lexington Realty Trust
One Penn Plaza, Suite 4015
New York, NY 10019
Attention: Natasha Roberts

And a copy to:

Lexington Realty Trust
One Penn Plaza, Suite 4015
New York, NY 10019
Attention: Joseph Bonventre, Esq.

To The City:

Honorable Gary Fuller
Mayor
Opelika City Hall
204 South 7th Street
Opelika, AL 36801

To the OIDA:

Mr. Ronald P. Wilson
Chairman
P.O. Box 965
Opelika, AL 36803

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section.

13. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set out in this Section:

“City” means the City of Opelika.

“Company” means Golden State Foods Corp.

“Facility” shall have the meaning set forth in the First Recital (the first Whereas clause) of this Agreement.

“Lex” means Lex Opelika II L.P.

“OIDA” means Opelika Industrial Development Authority.

“Private Entities” means collectively Golden State Foods Corp. and Lex Opelika II L.P.

“Public Authorities” means collectively the City of Opelika and Opelika Industrial Development Authority.

“Job Performance Payment” has the meaning set forth in Section 3(g).

"Change of Control" shall mean either:

(i) the acquisition by any "Person" other than a non-affiliated entity (as the term "person" is used for the purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) of direct or indirect beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 50% or more of the combined voting power of the then-outstanding securities of the Company entitled to vote in the election of directors, or

(ii) The consummation of a merger, consolidation, reorganization, statutory share exchange, or similar form of corporate transaction involving the Company and a non-affiliated entity, or the sale or other disposition of all or substantially all of the Company's assets to a non-affiliated entity.

For the avoidance of doubt, the proposed separation of Company into two publicly-traded corporations shall not be deemed a Change of Control for purposes of this definition or this Agreement.

"Commence Construction" or "Commencement of Construction" means that the physical work is being performed daily, using appropriate equipment and manpower to develop, construct and equip the Project and install necessary infrastructure to accomplish the objectives of the Project. Commence Construction does not include activities and/or pre-construction efforts related to conducting and developing site studies, reports, analysis, engineering, design and site preparation.

"Commence Operations" or "Commencement of Operations" shall mean that the Company has begun processing food at the Facility for actual customer orders.

"Effective Date" means the date upon which this Agreement is signed by the Mayor of the City of Opelika.

"Full-Time Employee" shall mean a person: (a) who is being paid directly by the Company and is employed at the Project or Facility for not less than 36 hours per work week; (b) whose compensation for working at the Project or the Opelika Facility is subject to Alabama State income tax withholdings; (c) whom the Company identifies as its employee to the U.S. Internal Revenue Service and the Alabama Department of Revenue on returns or reports filed with the foregoing; and (d) who is eligible to participate under such benefit plans as are generally applicable to employees holding positions of like kind and character within the Company within the United States of America. A Full-Time Employee shall not include unskilled temporary labor or construction workers. No employee of the Company, or any affiliate thereof, employed in the State of Alabama at the time hired at or transferred to the Project or Facility shall constitute a Full-Time Employee, except to the extent that the Company certifies to the City with respect to any such employee (a "Transferred Employee") that it has not eliminated the Transferred Employee's previous position at another facility of the Company or affiliate within the City and that a new employee has been hired at such other facility to fill substantially the same job and in the same pay category as that held by the Transferred Employee.

"Jobs Target Date" shall mean the date on which the Jobs Target is required to be achieved.

14. **Indemnification.** The Company shall release, hold harmless and indemnify the City and the OIDA, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from the performance of any of its obligations herein, or arising from or in connection with any activity of the Company or any of their agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties (collectively, "Losses"), or any of them individually, by reason of any such claim, and the Company, upon notice from the City or the OIDA, shall defend the same at their expense by counsel satisfactory to the City and the OIDA. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied in connection with the improvements of the Project. Notwithstanding the foregoing, the Company shall not be obligated to indemnify any Indemnified Parties for Losses to the extent that such Losses are caused by the negligence, misconduct or fraud of any of the Indemnified Parties. The foregoing indemnity obligation shall survive the expiration, or earlier termination, of this Agreement.

Lex shall release, hold harmless and indemnify the Indemnified Parties from and against any and all claims arising from the performance of any of its obligations herein, or arising from or in connection with any activity of Lex or any of their agents, contractors, or employees in connection with the Project, other than the Company or any of the Company's agents, contractors or employees, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties (collectively, "Losses"), or any of them individually, by reason of any such claim, and Lex, upon notice from the City or the OIDA, shall defend the same at their expense by counsel satisfactory to the City and the OIDA. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor, and/or materials supplied by Lex in connection with the improvements of the Project. Notwithstanding the foregoing, Lex shall not be obligated to indemnify any Indemnified Parties for Losses to the extent that such Losses are caused by the negligence, misconduct or fraud of any of the Indemnified Parties. The foregoing indemnity obligation shall survive the expiration, or earlier termination, of this Agreement.

The City and OIDA shall release, hold harmless and indemnify the Private Entities, their officers, board of directors, partners, employees, and agents (collectively, the "Indemnified Parties") from and against any and all claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the City and/or OIDA or any of the the City or OIDA's agents, contractors, or employees in connection with the Project, and from and against all costs, attorney fees, expenses, and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties (collectively, "Losses"), or any of them individually, by reason of any such claim, and the City and OIDA, upon notice from the Private Entities, shall defend the same at the City and OIDA's expense by counsel satisfactory to the Private Entities. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional, or the like in connection with work, labor,

and/or materials supplied in connection with the improvements of the Project. Notwithstanding the foregoing, the City and OIDA shall not be obligated to indemnify any Indemnified Parties for Losses to the extent that such Losses are caused by the negligence, misconduct or fraud of any of the Indemnified Parties. The foregoing indemnity obligation shall survive the expiration, or earlier termination, of this Agreement.

15. **Entire Agreement; Amendment.** This Agreement is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by a written modification executed by each of the Parties' duly authorized representatives.

16. **Governing Law.** The governing law of this Agreement shall be the law of the State of Alabama, without regard to conflicts of law provisions. Without waiving sovereign immunity, the parties agree that any dispute between the parties for which judicial resolution in the state or federal court system is appropriate shall be resolved in the courts of the State of Alabama or Federal courts located within the State of Alabama.

17. **Extension of Time.** Upon written request from the Company, the City and the OIDA shall have the authority, to extend the time for performance of any jobs target date or capital investment requirement by up to one year. Such consent shall not be unreasonably withheld. Additionally, time shall be extended automatically in the case of any Force Majeure event.

18. **Term.** This Agreement shall be effective as of the Effective Date and shall terminate on December 31, 2033, unless earlier terminated pursuant to the terms hereof.

19. **Force Majeure.** If any Party fails to perform timely any of the terms, covenants or conditions of this Agreement to be performed by such Party and such failure is due in whole or in material part to a Force Majeure Event which is beyond the control of the Party claiming a delay, then such Party shall not be deemed in default under this Agreement as a result of such failure and any time for performance by such provided for herein shall be extended by the period of delay resulting from such cause. Any Party claiming a delay pursuant to this Section 19 shall promptly notify the other Party hereto of the claim and the anticipated duration of the delay. For purposes of this section, a "Force Majeure Event" includes any change in laws, strike, unmediated lockout, civil disorder, failure of power, inability or delay in procuring materials or necessary approvals and/or permits, riots, insurrections, war, fuel shortage, acts of God, acts of terrorism, weather, lightning, earthquakes, fires, storms, tornados, floods, washouts, civil disturbances, and/or any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party claiming suspension, which restrict, threaten, obstruct, impede or interfere with the Party's ability to timely perform, and which by the exercise of due diligence, such Party is or would have been unable to prevent or overcome. The term "Force Majeure Event" also includes (a) disputes, walkouts, or delays between the Company and third parties, including the Company's engineers, general contractor and/or subcontractors engaged to perform work on the Project, (b) any unforeseen soil or natural conditions that delay or prevent construction of the Project and (c) in those instances where a Party or third party is required to obtain or furnish materials and supplies for the purpose of constructing or maintaining facilities for such purpose, the inability of such

Party or third party to acquire, or the delays on the part of such Party or third party in acquiring, at reasonable costs, and after the exercise of reasonable diligence, such materials and supplies.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

GOLDEN STATE FOODS CORP.

By: _____

Its: _____

Date: _____

LEX OPELIKA II L.P.

By: Lex Opelika GP LLC, its general partner

Its: _____

Date: _____

CITY OF OPELIKA

By: _____

Its: Mayor

Date: _____

OPELIKA INDUSTRIAL DEVELOPMENT AUTHORITY

By: _____

Its: Chairman

Date: _____

EXHIBIT ____

REFERENCE PROJECT NO	FISCAL YEAR	5
IAR-041-000-016	2016	



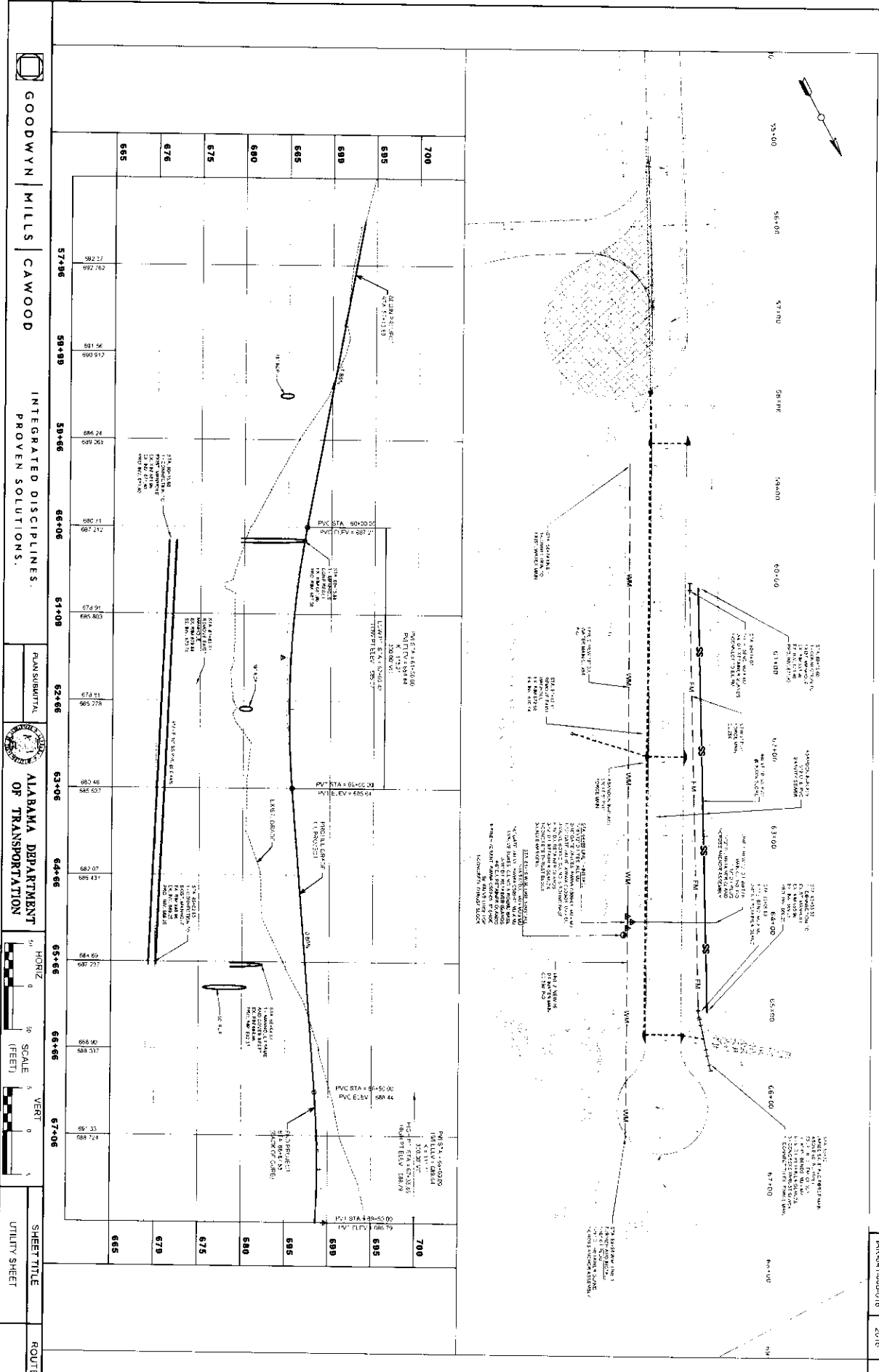
Exhibit 2

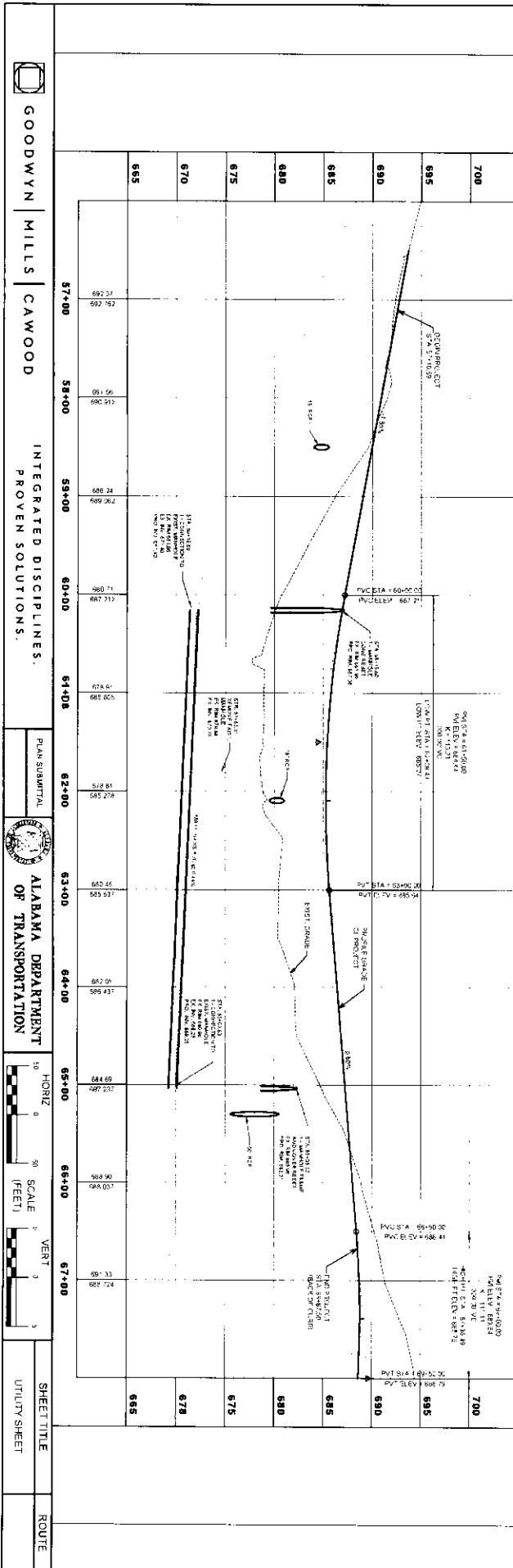
Attachment: Exhibits (052-16 : Amended Project Agreement GSF)

UTILITY SHEET

REVISIONS
500 001 002

REFERENCE	PROJECT NO	FISCAL	SH
1AR-041-000-016	2016		





RESOLUTION NO. 053-16

Tax Abatement Resolution GSF

RESOLUTION NO. _____

**RESOLUTION AMENDING RESOLUTION NO. 045-15 AND
APPROVING AMENDED TAX ABATEMENT AGREEMENT
WITH GOLDEN STATE FOODS CORP.**

WHEREAS, on February 17, 2015, pursuant to Resolution No. 045-15, the Opelika City Council authorized the execution of a Tax Abatement Agreement (the “original Tax Abatement Agreement”) with Golden State Foods Corp. (“the Company”); and

WHEREAS, the original Tax Abatement Agreement estimated the total capital investment in the Project at forty-nine million five hundred thousand dollars (\$49,500,000.00); and

WHEREAS, the Company has now determined that the total estimated initial capital investment in the Project will be approximately \$57,543,803.00; and

WHEREAS, the Company’s original Tax Abatement Agreement underestimated its estimated capital investment by eight million, forty three thousand, eight hundred and three dollars (\$8,043,803.00); and

WHEREAS, the City as the Granting Authority and the Company have determined to amend the Tax Abatement Agreement with the Company to reflect an estimated capital investment by the Company of fifty seven million, five hundred forty three thousand and eight hundred and three dollars (\$57,543,803.00).

NOW, THEREFORE, BE IT RESOLVED by the City Council (hereinafter called the “Council”) of the City of Opelika, Alabama (hereinafter called the “City”) that Resolution No. 045-15 is hereby amended and restated to read as follows:

Section 1. **FINDINGS.** The Council hereby finds and declares the following facts are true and correct:

(a) The City and the Company have engaged in discussions concerning construction by the Company of a state-of-the-art food processing facility (the “Facility”) to be located within the corporate limits of the City;

(b) The Company is desirous of establishing the Facility in the Northeast Industrial Park located at 4801 Northpark Drive, Opelika, Alabama;

(c) The proposed Facility will result in an initial capital investment of up to fifty seven million, five hundred forty three thousand and eight hundred and three dollars (\$57,543,803.00) by the Company and will result in the creation of approximately one hundred seventy-three (173) full-time jobs at the Facility;

(d) The City wishes to secure the numerous benefits to the City, its business community and its residents that could result from the construction and operation of the Facility within the City;

(e) The Company has announced plans to acquire land, construct new buildings, and purchase and install new manufacturing machinery and other new personal property, including non-manufacturing machinery, other equipment, computers, furniture, etc. (the “Project”) at the site of the Facility;

(f) The Project is estimated to be placed in service on March 31, 2017;

(g) The Project will be operated by the Company as an “industrial or research enterprise” as defined under Alabama Code §40-9B-3(a)(10);

(h) The Company’s NAICS Code 311612 meets the qualifications of an industrial or research enterprise in accordance with §40-9B-3(6), *Code of Alabama*, as amended;

(i) Pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B-1, et seq, *Code of Alabama*, 1975) (the “Act”), the Company has requested from the City the abatement of (a) all state and local non-education ad valorem taxes (property taxes); and (b) all construction related transaction taxes (sales and use taxes), except those construction related transaction taxes levied for educational purposes or for capital improvements for education;

(j) Pursuant to Article IV of Chapter 51 of Title 11, *Code of Alabama*, the Company has requested from the City a complete exemption of non-educational City ad valorem taxes for a period of fifteen (15) years;

(k) The City has considered the request of the Company and the completed amended application filed by the Company in connection with its request;

(l) The City has found the information contained in the Company’s amended application to be sufficient to permit the City to make a reasonable cost/benefit analysis of the proposed Project and to determine the economic benefits to the community;

(m) The City Council has been furnished a copy of an Amended Tax Abatement Agreement between the City and the Company and the City Council has determined that the general terms of such Amended Agreement are acceptable to the City in principle;

(n) The Company is duly qualified to do business in the State of Alabama and has power to enter into and to perform and observe the agreements and covenants on its part contained in the Amended Tax Abatement Agreement;

(o) The City represents and warrants to the Company that it has the power under the Constitution and the laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of the Amended Tax Abatement Agreement;

(p) The City wishes to secure the numerous and significant benefits to the City, its business community and residents that will likely result from the Project.

Section 2 **TAX ABATEMENTS PURSUANT TO THE TAX INCENTIVE ACT.**

Approval is hereby given to the Amended Application of the Company and abatement is hereby authorized of (1) all state and local non-educational property taxes for a period of ten (10) years; and (2) all construction-related transactions (sales and use) taxes, except those construction-related transaction taxes levied for educational purposes or for capital improvements for education.

Section 3. **EXEMPTION FOR NON-EDUCATIONAL CITY AD VALOREM**

TAXES. In addition, pursuant to Title 11, Article 4 of Chapter 51, *Code of Alabama*, the City agrees to grant to the Company a complete exemption for non-educational City ad valorem taxes for a period of fifteen (15) years.

Section 4. **NON ABATEMENT OF TAXES FOR SCHOOL PURPOSES.** The abatements and exemptions granted herein do not include any ad valorem (property) taxes or construction related transaction taxes earmarked for city and county schools and school district

purposes. The tax abatements and exemptions for ad valorem taxes under paragraphs 2 and 3 shall not exceed the maximum abatements and exemptions allowed by state law.

Section 5. **EXECUTION OF AMENDED TAX ABATEMENT AGREEMENT.** The Mayor and the City Clerk are hereby authorized and directed to execute the Amended Tax Abatement Agreement with Company and such other ancillary documents and agreements as may be necessary to provide the abatements and exemptions granted in paragraphs 2 and 3 above.

Section 6. **DELIVERY OF DOCUMENTS.** A certified copy of this resolution, with the Amended Application and the Amended Tax Abatement Agreement shall be forwarded to the Company to deliver to the appropriate taxing authorities and to the Alabama Department of Revenue in accordance with the Act.

Section 7. **AUTHORIZATION OF ACTIONS ON BEHALF OF THE CITY.** The officers of the City and any person or persons designated and authorized by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the City such other acts and to execute and deliver or caused to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, or other instruments or other communications under the seal of the City, or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this resolution.

Section 8. **INTENTION TO SUPPLEMENT RESOLUTION NO. 045-15.** This resolution amends Resolution No. 045-15 adopted by the City Council on February 17, 2015 by

increasing the total estimated capital investment by the Company to \$57,543,803.00. The provisions of this Resolution amend and supplement Resolution No. 045-15.

Section 9. **EFFECTIVE DATE.** This resolution shall take effect upon passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



ALABAMA DEPARTMENT OF REVENUE

Application to Local Granting Authority for Abatement of Taxes

Noneducational Sales and Use Taxes, Noneducational Property Taxes, and/or Mortgage and Recording Taxes

Reset Form

This form is to be submitted to the local granting authority for their consideration in granting an abatement of all state and local noneducational property taxes all construction related transaction (sales and use) taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or mortgage and recording fees, in accordance with the provisions of Section 40-9B-1 et seq., Code of Alabama 1975.

1. TYPE OF ABATEMENT APPLYING FOR:		2. PROJECT NAICS CODE:	
☒ Sales & Use Taxes ☒ Property Taxes ☐ Mortgage & Recording Taxes		3 1 1 6 1 2	
3. TYPE OF PROJECT:			
☒ New Project ☐ Major Addition To An Existing Facility			
4. DOES MAJOR ADDITION EQUAL THE LESSER OF: (CHECK APPLICABLE BOX)			
☐ \$2,000,000 OR ☐ 30% of original cost of existing property, original cost \$			
5. PROJECT APPLICANT:		DBA:	
Golden State Foods Corp			
6. ADDRESS OF APPLICANT:			
1525 Old Covington Rd NE			
CITY:	STATE:	ZIP CODE:	
Conyers	GA	30013	
7. NAME OF CONTACT PERSON:	TELEPHONE NUMBER:	8. DATE COMPANY ORGANIZED:	
Wayne Morgan	(770) 483-0711	01/01/1947	
9. PHYSICAL LOCATION OF PROJECT:			
4801 Northpark Drive			
CITY (IF OUTSIDE CITY LIMITS, PLEASE INDICATE):		COUNTY:	ZIP CODE:
Opelika		Lee	36801
10. BRIEF DESCRIPTION OF PROJECT (PLEASE ATTACH A COMPLETE AND DETAILED LISTING OF PROJECT PROPERTY COSTS TO ENABLE A COST/BENEFIT ANALYSIS BY GRANTING AUTHORITY):			
New food processing plant			
11. ESTIMATED DATE CONSTRUCTION WILL BEGIN:		12. ESTIMATED DATE CONSTRUCTION WILL BE COMPLETED:	
March 30, 2016		December 31, 2016	
		13. ESTIMATED DATE PROPERTY WILL BE PLACED IN SERVICE:	
		March 1, 2017	
14. HAVE BONDS BEEN ISSUED FOR PROJECT:		15. WILL BONDS BE ISSUED FOR PROJECT	
☒ No ☐ Yes If yes, date bonds issued:		☒ No ☐ Yes If yes, projected date of issue:	

16. ESTIMATED NUMBER OF NEW EMPLOYEES	17. ESTIMATED ANNUAL PAYROLL OF NEW EMPLOYEES	Estimated Investment for Project	18. COST OR VALUE FOR PROPERTY TAX	19. COST SUBJECT TO SALES TAX
INITIALLY	INITIALLY		18a	
170	\$7,000,000	a. Land (if donated, show market value)	1,500,000	XXXXXXXXXX
YEAR 1	YEAR 1		18b	
5	\$180,000	b. Existing Building(s) (if any)	0	XXXXXXXXXX
YEAR 2	YEAR 2		18c	
5	\$180,000	c. Existing Personal Property (if any)	0	XXXXXXXXXX
YEAR 3	YEAR 3		18d	
5	\$180,000	d. New Building(s) and/or New Additions to Existing Building(s) (19d = building materials only)	31,272,739	19d 12,000,000
This form may be used as the application to the local granting authority required by Section 40-9B-6(a), Code of Alabama 1975. The information requested here is required by Section 40-9B-6 and Section 40-2-11(7), Code of Alabama 1975.		e. New Manufacturing Machinery	18e 23,563,064	19e 23,563,064
		f. Other New Personal Property (non-mfg machinery, office equipment, computers, etc.)	18f 1,208,000	19f 1,208,000
		g. TOTALS (PROPERTY TAX TOTAL MUST EQUAL TOTAL PROJECT INVESTMENT. SALES TAX TOTAL WILL BE LESS.)	18g \$57,543,803	19g \$36,771,064

The abatement of noneducational property taxes is based on the market value of specific assets; therefore, the actual amount of taxes abated is determined each year as the property is assessed and valued. An abatement of noneducational sales and use taxes shall apply only to tangible personal property and taxable services incorporated into private use industrial property, the cost which may be added to capital account with respect to the property, determined without regard to any rule which permits expenditures properly chargeable to capital account to be treated as current expenses. No abatement of sales and use taxes shall extend beyond the date private use industrial property is placed in service. A verification inspection of qualifying property will be conducted by the Alabama Department of Revenue to insure compliance with Section 40-9B-1 et seq., Code of Alabama 1975, as amended.

I hereby affirm that to the best of my knowledge and belief the information in this application and any accompanying statement, schedules, and other information is true, correct and complete.

Wayne Morgan

NAME (PRINT)

Corp VP / Pres Protein Group

02/22/2016

SIGNATURE

TITLE

Packet Pg. 84

Attachment: Application to Local Granting Authority for Abatement of Taxes 02222016 (053-16 : Tax Abatement Resolution GSF)

Instructions for Preparing Application to Local Granting Authority for Abatement of Taxes (Form CO: CAA)

GENERAL INSTRUCTIONS

Chapter 9B, Title 40, *Code of Alabama 1975*, provides for an abatement of all state and local noneducational property taxes, all construction related transaction taxes (sales and use taxes), except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or all mortgage and recording taxes.

This form is to be submitted to the local granting authority for consideration in granting an abatement of noneducational sales and use taxes, noneducational property taxes, and/or mortgage and recording taxes. **If you have any questions about this form or the abatement of taxes in general, please contact the Alabama Department of Revenue at (334) 242-1175.**

A complete and detailed listing of project costs should be attached to this application in order for the granting authority to make a cost/benefit analysis in accordance with Section 40-9B-6(a).

STATUTORY REQUIREMENTS FOR ABATEMENTS

The following are qualifying business activities under Section 40-9B-3, *Code of Alabama 1975*:

- Industrial or Research Enterprise – Any trade or business in the 2007 North American Industrial Classification System (NAICS), promulgated by the Executive Office of the President of the United States, Office of Management and Budget as: Sectors 31 (except National Industry 311811), 32, and 33, Subsectors 423, 424, 511, and 927, Industry Groups 5417, 5415, and 5182, Industries 48691 and 11331, National Industries 115111, 517110, 541380, and 561422 (in bound call centers only). Also included is any process or treatment facility which recycles, reclaims, or converts materials, which include solids, liquids, or gases, to a reusable product.
- Subsector 493, Industry Number 488310, or 488320 when such trade or business is conducted on premises in which the Alabama State Port Authority has an ownership, leasehold, or other possessory interest and such premises are used as part of the operations of the Alabama State Port Authority. These projects require written approval of the Governor, Finance Director, and the Director of the Alabama State Port Authority.
- Any underground natural gas storage facility which is located in the Gulf Opportunity Zone, developed from existing geologic reservoirs.
- Headquarters facility – Any trade or business in the 2007 North American Industrial Classification System (NAICS), promulgated by the Executive Office of the President of the United States, Office of Management and Budget as National Industry 551114 at which at least 50 new jobs are located.
- Data Processing Center – An establishment, at which at least 50 new jobs are located, engaged in the provision of complete processing and specialized reports from data, the provision of automated data processing and data entry services, the provision of an infrastructure for hosting or data processing services, the provision of specialized hosting activities, the provision of application service provisioning, the provision of general time-share mainframe facilities, or some combination of the foregoing, without regard to whether any other activities are conducted at the establishment.
- Research & Development Facility – An establishment engaged in conducting original investigations undertaken on a systematic basis to gain new knowledge and/or applying research findings or other scientific knowledge to create new or significantly improved products or processes.
- Renewable Energy Facility – Any plant, property, or facility that either:
 1. Produces electricity or natural gas, in whole or in part, from biofuels as such term is defined in Section 2-2-90(c)(2) or from renewable energy resources as such term is defined in Section 40-18-1(30) with the exception that hydropower production shall be excluded from such definition; or
 2. Produces biofuel as such term is defined in Section 2-2-90(c)(2).

LINE BY LINE INSTRUCTIONS

Item 1. Indicate the type(s) of abatement(s) being requested.

Sales and Use Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of certain noneducational sales and use taxes imposed by Chapter 23 of Title 40, *Code of Alabama 1975*. The abatement applies to the tangible personal property and taxable services incorporated into the project, the cost of which may be added to the capital account with respect to the project. However, only the state and local noneducational sales and use taxes may be abated. No sales and use tax abatement shall extend beyond the date the project is placed in service.

Property Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of noneducational property taxes imposed by the state, counties, municipalities and other taxing jurisdictions in Alabama. Only industrial property not previously placed in service in Alabama by the user or a related party may be eligible for an abatement of noneducational property taxes.

Mortgage And Recording Taxes – Chapter 9B, Title 40, *Code of Alabama 1975*, provides for the abatement of all taxes imposed by Chapter 22 of Title 40 of the *Code of Alabama 1975*, relating to mortgages, deeds, and documents used to issue or secure obligations and convey title into or out of the name of a public authority.

Item 2. If the predominant business activity is a headquarters facility, an industrial or research enterprise as defined in *Code of Alabama 1975* Section 40-9B-3(10)(a) or a state docks project as defined in Section 40-9B-3(10)(b), enter the 2007 North American Industrial Classification System (NAICS) code for the project.

Item 3. Indicate if project is a new project or a major addition.

New Project – Any new business in Alabama at which the predominant trade or business activity conducted will constitute an industrial or research enterprise or other qualifying business activity as described above. If new project, skip Item 4.

Major Addition – Pursuant to Section 40-9B-3(11), a major addition is an addition to an existing facility in which the addition equals the lesser of thirty (30) percent of the original cost of the existing land, buildings, and equipment (industrial development property), or \$2,000,000, and at which the predominant trade or business activity conducted in Alabama will constitute an industrial or research enterprise or other qualifying business activity as described above. Capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service in Alabama by the Company are not eligible for abatement.

Item 4. Indicate if major addition is in accordance with Section 40-9B-3(11) requirement as denoted above. If major addition does not meet threshold requirement, project is not qualified to receive abatement. Original cost should include the total cost of existing facilities as of the date of application.

Item 5. Enter the name of the private user requesting abatement. If project is doing business under another name, also enter the name of the company under "Doing Business As (DBA)."

Item 6. Enter the address of the private user requesting abatement.

Item 7. Enter the name and telephone number of the person to which all correspondence should be directed regarding the abatement.

Item 8. Enter the date the company was organized.

Item 9. Enter the physical location of the project. Please include a detailed location, including the City, County and Zip Code.

Item 10. Describe the type of business that the project will be engaged in. For projects that do not require a NAICS code, provide a detailed description that will identify the activities as qualifying activities. Attach additional sheets if necessary.

Item 11. Enter the estimated date the construction of the project will begin.

Item 12. Enter the estimated date the construction of the project will be completed.

Item 13. Enter the estimated date the project will be placed in service. If revenue bonds are issued, "placed in service," for property tax purposes, is determined as of the date of the initial issuance of such bonds. Otherwise, "placed in service" for sales and use tax and property tax purposes is determined as the later of 1) the date on which title to the property was acquired by or vested in a county, city, or public authority, or 2) the date on which the property is or becomes owned, for federal income tax purposes, by a private user.

Item 14. Indicate if bonds have been issued in financing the project. If bonds have been issued, enter the issuance date. If bonds have not been issued, proceed to Column 16.

Item 15. Indicate if bonds will be issued for financing the project. If bonds will be issued, enter the projected issuance date.

Column 16. Enter the estimated number of new employees to be hired at the project. The law requires the number of employees to be employed at the project initially and in each of the succeeding three years.

Column 17. Enter the estimated annual payroll for employees at the project. The law requires the estimated payroll of new employees initially and in each of the succeeding three years.

Column 18.

18a. Enter all costs or value for project land. If land is donated, enter the market value of the land.

18b. Enter all costs or value for existing building(s), if any.

18c. Enter all costs or value for existing personal property to be incorporated into project. Only personal property not previously placed in service in Alabama by the private user or a related party can be included. If a private user is including existing equipment from outside of Alabama, the existing equipment should be entered here at its original cost.

18d. Enter the total cost for new building(s) and/or new additions to existing building(s). Total cost includes building materials, construction costs, engineering costs, etc. Costs associated with renovating or remodeling existing facilities of an operating industrial or research enterprise do not qualify for abatement.

18e. Enter the total cost for new manufacturing equipment to be incorporated into the project. Replacement equipment does not qualify for abatement. New equipment that is defined as upgraded equipment may qualify. Upgraded equipment is equipment that replaces existing equipment, and performs not only the same functions, but also an additional function.

18f. Enter the total cost for all other new personal property. Other new personal property may include, but is not limited to, non-manufacturing machinery, office equipment, computers, vehicles, etc. Only personal property that is a depreciable item can be included.

18g. Add 18a through 18f and enter total here. This is the total amount on which the initial property taxes will be based. This total must be the total value of the cost or investment in the project. This total must agree with the total investment amount in the abatement resolution and the total investment amount in the abatement agreement.

Column 19.

19d. Enter the cost of the building materials (subject to sales tax) that become a part of realty for new building(s) and/or new additions to existing building(s). Other building costs (labor, engineering) are not subject to sales tax.

19e. Enter the cost of new manufacturing equipment for the project. For sales tax purposes, manufacturing equipment is taxed at a lower rate. Equipment that is purchased used from another company in an isolated transaction is not subject to sales tax and should not be included.

19f. Enter the cost of all other new personal property.

19g. Add 19d through 19f and enter total here.



ALABAMA DEPARTMENT OF REVENUE
SALES, USE & BUSINESS TAX DIVISION

Application For
Sales and Use Tax Certificate of Exemption
For an Industrial or Research Enterprise Project

This Certificate of Exemption will be limited to purchases which qualify for an abatement of sales and use taxes pursuant to **Code of Alabama 1975**, Section 40-9B-1, et seq.

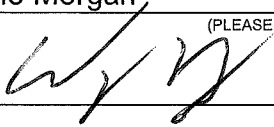
APPLICANT'S LEGAL NAME		FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)
Golden State Foods Corp.		95-2670074
MAILING ADDRESS		
1525 Old Covington Rd NE		
CITY, STATE, AND ZIP		
Conyers, GA 30013		
ADDRESS OF THE PROJECT SITE		
4801 Northpark Drive, Opelika, AL 36801		
CONTACT PERSON	IF CONTRACTOR APPLICATION, NAME OF PRIVATE USER	
Wayne Morgan		
BUSINESS PHONE NUMBER	DATE ABATEMENT WAS GRANTED	ESTIMATED PROJECT COMPLETION DATE PER ABATEMENT AGREEMENT
(770) 483-0711		03/01/2017

A **prime contractor** must attach written confirmation from the private user that it will be making purchases of tangible personal property to be incorporated into the project referenced above. A **contractor or subcontractor** must attach written confirmation from the private user or the prime contractor that it will be making purchases of tangible personal property to be incorporated into the project referenced above.

The undersigned hereby makes application for a certificate of exemption (Form STE-2) in accordance with the provisions of Sales and Use Tax Rule 810-6-4-.24 and further agrees to abide by the procedures outlined in Sales and Use Tax Rule 810-6-4-.24.01.

Name Wayne Morgan

(PLEASE PRINT)

Signature 

Title Corp VP / President Protein Group

Date March 13, 2015

Mail to:

Alabama Department of Revenue
Attn: Abatement Program Administrator
P. O. Box 327001
Montgomery, AL 36132-7001
(334) 242-1175

Attachment: Sales and Use Tax Certificate of Exemption-03.13.15 (053-16 : Tax Abatement Resolution GSF)

10/15

Tax Abatement Agreement

This Abatement Agreement is made and entered into as of this 1st day of March, 2016, by and between The City of Opelika (the Granting Authority), and Golden State Foods Corp (the Company), its successors and assigns.

WHEREAS, the Company's North American Industry Classification System (NAICS) Code, 311612 or business activity _____ meets the qualifications of an industrial or research enterprise in accordance with Section 40-9B-3(10), **Code of Alabama 1975**, as amended; and

WHEREAS, the Company has announced plans for a (check one):

☒ New project or ☐ major addition to their existing facility (the Project), located within the jurisdiction of the Granting Authority;

WHEREAS, the Project is estimated to be completed by the 31 day of December, 2016; and

WHEREAS the Project will be located in the County of Lee (check only one)

☒ Inside the city limits of Opelika.

☒ Inside the police jurisdiction of Opelika.

☐ outside the city limits and police jurisdiction of the City of _____; and

WHEREAS, pursuant to the Tax Incentive Reform Act of 1992 (Section 40-9B1 et seq., **Code of Alabama 1975**) (the Act), the Company has requested from the Granting Authority an Abatement of: (check all that apply)

☒ All state and local noneducational property taxes,

☒ All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Granting Authority has considered the request of the Company and the completed applications filed with the Granting Authority by the Company, in connection with its request; and

WHEREAS, the Granting Authority has found the information contained in the Company's application to be sufficient to permit the Granting Authority to make a reasonable cost/benefit analysis of the proposed project and to determine the economic benefits to the community; and

Attachment: GSF Abatement Agreement Mar 2016 (053-16 : Tax Abatement Resolution GSF)

WHEREAS, at its meeting held on the 1st day of March, 2016 (the Meeting), the Granting Authority approved the Company's application for abatement of (check all that apply):

☒ All state and local noneducational property taxes;

☒ All construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

☐ all mortgage and recording taxes with respect to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the public authority, county or municipal government;

WHEREAS, the Project will consist of private use industrial development property, which is composed of all real and/or related personal property to be acquired, constructed, and installed thereon, as described in Attachment One hereto; and

WHEREAS, the private use industrial development property for which the abatement is applied shall be (check whichever is applicable):

☒ Owned by the entity applying for the abatement,

☐ leased from a public authority, municipal, or county government; and

WHEREAS, in the event that the private use industrial development property is leased from a public authority, municipal, or county government, the lessee shall be treated as the owner of such property for federal income tax purposes; and

WHEREAS, it shall be indicated whether the Granting Authority intends to issue bonds in connection with the private use industrial development property herein described, and, if so intends, shall attach a copy of the inducement agreement; and

WHEREAS, for the purposes of abatement of all noneducational property taxes (if applicable), it has been determined that no portion of the Project has been placed in service or operation by the Company or by a related party, as defined in 26 U.S.C. §267, with respect to the Company prior to the Effective Date of this Agreement; and

WHEREAS, for the purposes of the abatement of construction related transaction taxes (if applicable), no portion of the Project which has been requested for abatement has been purchased prior to the Effective Date of this Agreement; and

WHEREAS, the Project conducts trade or business as defined as an industrial or research enterprise:

Predominately as described in the 2012 North American Industry Classification System, promulgated by the Executive Office of the President of the United States, Office of Management and Budget, Sectors 31 (other than National Industry 311811), 32, 33, 55 (if not for the production of electricity); Subsectors 423, 424, 482, 493, 511, 517, 518 (without regard to the premise that data processing and related services be

performed in conjunction with a third party), and 927; Industry Groups 1133, 2121, 4862, 4882, 4883 (other than 48833), 5121 (other than 51213), 5415, and 5417; Industries 48691, 48699, 48819, 51221, 51913, 52232, 54133, 54134, 54138, 56291, 56292, and 92811; and National Industries 115111, 22111, 221330, 541614, 561422 (other than establishments that originate telephone calls), 562213, and 611512 or any similar classification system developed in conjunction with the United States Department of Commerce or Office of Management and Budget, or any industrial or research enterprise as defined in Section 40-9B-3(a)(10), *Code of Alabama 1975*, as amended, or a target of the state's economic development efforts pursuant to the Accelerate Alabama Strategic Economic Development Plan adopted in January 2012 by the Alabama Economic Development Alliance, created by Executive Order Number 21 of the Governor on July 18, 2011, or any amended version or successor document thereto,

A headquarters facility project as described in NAICS 551114 at which not less than 50 jobs are located,

A data processing center as defined in Section 40-9B-3(a)(4), *Code of Alabama 1975*,

A research and development facility as defined in Section 40-9B-3(a)(23), *Code of Alabama 1975*,

A renewable energy facility as defined in Section 40-9B-3(a)(22), *Code of Alabama 1975*,

A facility that produces electricity from alternative energy resources or hydropower production as defined in Section 40-9B-3(a)(10)e, *Code of Alabama 1975*, or

A tourism destination attraction as defined in Section 40-9B-3(a)(25), *Code of Alabama 1975*;

WHEREAS, if the Project is a major addition to an existing facility, the request for abatement of all state and local noneducational property taxes (if applicable) and/or construction related transaction taxes (if applicable) does not include any capitalized repairs, rebuilds, maintenance, replacement equipment, or costs associated with the renovating or remodeling of existing facilities of industrial development property previously placed in service by the Company; and

WHEREAS, if the Project is a major addition to an existing facility the addition equals the lesser of (i) thirty (30) percent of the original cost of the industrial development property, or (ii) \$2,000,000; and

WHEREAS, the Company is duly qualified to do business in the State of Alabama, and has powers to enter into, and perform and observe the agreements and covenants on its part contained in this Agreement; and

WHEREAS, the Granting Authority represents and warrants to the Company (a) that it has power under that constitution and laws of the State of Alabama (including particularly the provisions of the Act) to carry out the provisions of this Agreement, (b) that the execution of this Agreement on its behalf has been duly authorized by resolution adopted by the governing body of the Granting Authority;

NOW, THEREFORE, the Granting Authority and the company, in consideration of the mutual promises and benefits specified herein, hereby agree as follows:

In accordance with the Act, the Granting Authority hereby grants to the Company an abatement from liability for the following taxes as permitted by the Act (check all that apply):

☒ (a) Noneducational Property Taxes: all state and local noneducational property taxes that are not required to be used for educational purposes or for capital improvements for education for 10 years,

☒ (b) Construction Related Transaction Taxes: the transaction taxes imposed by Chapter 23 of Title 40 *Code of Alabama 1975* on the tangible personal property and taxable services to be incorporated into the

Project, the cost of which may be added to the capital account with respect to the Project, except for those local construction related transaction taxes levied for educational purposes or for capital improvements for education; and/or

☐ (c) Mortgage and Recording Taxes: all taxes imposed by Chapter 22 of Title 40 *Code of Alabama 1975* relating to mortgages, deeds, and documents relating to issuing or securing obligations and conveying title into or out of the Granting Authority with respect to the Project.

2. An estimate of the amount of tax abated pursuant to this Agreement is set forth below. The Granting Authority and the Company hereby acknowledge that this estimate reflects the amount of tax abated for the period stated, under current law, and that the actual abatement for such taxes may be for a greater or lesser amount depending upon the actual amount of such taxes levied during the abatement periods stated. (Check all that apply):

☒ (a) If no bonds are to be issued, noneducational property taxes are expected to be approximately \$ 267,189 per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning with the October 1 lien date next proceeding the acquisition date of abated property.

☐ (b) If bonds are issued, noneducational property taxes are expected to be approximately \$ _____ per year and the maximum period for such abatement shall be valid for a period of _____ years, beginning the initial date bonds are issued to finance project.

☒ (c) Construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, are expected to be approximately \$ 2,024,988 and such abatement shall not extend beyond the date the Project is placed in service.

(d) Mortgage and recording taxes are expected to be \$ _____.

3. The Company hereby makes the following good faith projections:

(a) Amount to be invested in the Project: \$ 57,543,803 ;

b) Number of individuals to be employed initially at the Project and in each of the succeeding three years:

Initially 170 Year 1 5 Year 2 5 Year 3 5 ;

(c) Annual payroll initially at the Project and in each of the succeeding three years:

Initially \$ 7,000,000 Year 1 \$ 180,000 Year 2 \$ 180,000 Year 3 \$ 180,000 ;

4. The Company shall file with the Alabama Department of Revenue within 90 days after the date of the Meeting a copy of this agreement as required by Section 40-9B-6(c) of the Act.

GENERALLY

5. Compliance. If the Company fails to comply with any provision in this Agreement or if any of the material statements contained herein or in Attachment Two (*Note: This attachment shall include the*

application for abatement), are determined to have been misrepresented whether intentionally, negligently, or otherwise, the Granting Authority shall terminate this Agreement and take such equitable action available to it as if this Agreement had never existed. If it is determined that certain items, which are identified on the application form for abatement of taxes, are not in compliance with the Act or governing regulations, these items may be subject to taxation for all local and state taxing authorities.

6. Binding Agreement. Each party to this Agreement hereby represents and warrants that the person executing this Agreement on behalf of the party is authorized to do so and that this Agreement shall be binding and enforceable when duly executed and delivered by each party. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors.

7. Limitations. Notwithstanding any provision contained herein to the contrary, this Agreement is limited solely to the abatement of (check all that apply):

☒ all state and local noneducational property taxes,

☒ all construction related transaction taxes, except those local construction related transaction taxes levied for educational purposes or for capital improvements for education, and/or

☐ all mortgage and recording taxes for the periods specified herein. Nothing in this Agreement shall be construed as a waiver by the Company of any greater benefits that the Project or any portion thereof may have available under the provisions of the law other than the Act.

8. Severability. This Agreement may be amended or terminated upon mutual consent of the Company and the Granting Authority. Any such amendment or termination shall not in any manner affect the rights and duties by and between the Company and the Granting Authority.

This Agreement is executed as of the dates specified below.

Golden State Foods Corp.
(the Company)

The City of Opelika
(the Granting Authority)

By: _____

By: _____

Name: _____

Name: Gary Fuller

Title: _____

Title: Mayor

Date: March 1, 2016

Date: March 1, 2016

RESOLUTION NO. 054-16

Agreement with NISC, Credit Card Payments on Power Accounts (OPS)

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF
MERCHANT PROCESSING APPLICATIONS AND AGREEMENTS BY
AND AMONG THE CITY OF OPELIKA, ALABAMA, NATIONAL
INFORMATION SOLUTION COOPERATIVE, FIRST DATA
MERCHANT SERVICES CORPORATION AND INTUIT, INC.

WHEREAS, National Information Solutions Cooperative ("NISC") is an
information technology company that develops and supports software and hardware
solutions for member owners; and

WHEREAS, the City of Opelika, Alabama (the "City"), acting by and through
the Opelika Power Services (Power Department), is a participating member of NISC;
and

WHEREAS, NISC has partnered with First Data Merchant Services Corporation
("First Data") and Intuit, Inc., ("Intuit"), to develop and provide payment technology for
member owners; and

WHEREAS, First Data is a global payment technology solutions company; and

WHEREAS, Intuit is a software company that develops financial software, and

WHEREAS, it is in the best interest of the City to participate in the NISC

payment

services program; and

WHEREAS, the following merchant processing applications and agreements have been prepared and submitted to the City Council for approval:

- (a) NISC/First Data Gateway Selection Request Form
 - (b) Merchant Processing Application and Agreement for electronic billing (e-bills), which allows the customer to pay through a computer;
 - (c) Merchant Processing Application and Agreement for recurring credit card payments ;
 - (d) Merchant Processing Application for VeriFone Swipe (magnetic swipe reader software);
 - (e) Merchant Processing Application for interactive voice response (IVR);
 - (f) Merchant Processing Application for "Pay Now" link to the SmartHub Section of www.opelikapower.com;
 - (g) Merchant Processing Application for payment processing through mobile app provided by NISC; and
 - (h) Amendment One of Merchant Processing Application and Agreement
- (the above Merchant Processing Applications and Agreements (letters "a" thru "h", inclusive) being hereinafter collectively referred to as "Merchant Applications and Agreements"); and

WHEREAS, the City Council has determined that it is now in the best interest of

the City and its citizens to approve said Merchant Applications and Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, as follows:

1. That the above Merchant Applications and Agreements, copies of which are attached hereto, be and the same are hereby approved, authorized, ratified and confirmed in the form substantially submitted to the City Council with such changes thereto (by addition, deletion or substitution) as the Mayor shall approve which approval shall be conclusively evidenced by execution and delivery of said Merchant Applications and Agreements.

2. That the Mayor is hereby authorized and directed to execute said Merchant Applications and Agreements in the name and on behalf of the City.

3. That the officers of the City and any person or persons designated and authorized

,

•

by any officers of the City to act in the name and on behalf of the City, or any one or more of them, are authorized to do or cause to be done or performed in the name and on behalf of the

City such other acts and to execute and deliver or cause to be executed and delivered in the name and on behalf of the City such other notices, certificates, assurances, agreements, applications or other communications under the seal of the City or otherwise, as they or any of them deem necessary or advisable or appropriate in order to carry into effect the intent of the provisions of this

Resolution and the attached Merchant Applications and Agreements.

4. That this Resolution shall take effect upon its passage and adoption by the City Council.

ADOPTED AND APPROVED this the _____ day of _____ 2016.

PRESIDENT OF THE CITY COUNCIL OF THE

CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK



Explanation of Payment Program Information Requirements

We are pleased that you chose to participate in NISC's payment services program and payment gateway (the "Payment Program").

The Payment Program uses First Data for credit card processing and Intuit's ECHO (Electronic Clearing House Org) for electronic check processing. Both First Data and Intuit are respected leaders in their industries. First Data and Intuit in turn require processing/settlement accounts at Citibank and Chase Bank respectively (the "Banks").

Federal law, including the USA Patriot Act, requires financial institutions to obtain certain information about their customers. As a result, First Data and Intuit are required to obtain information about both your business and an individual or individuals at your business with control over the account (typically the CEO or general manager).

Shortly after the terrorist attacks of 9/11, Congress passed the USA Patriot Act. The USA Patriot Act primarily was designed to provide law enforcement with tools to stop terrorist activity. However, the USA Patriot Act also is designed to prevent terrorist financing, money laundering and other financial crimes by introducing a number of new regulations on financial institutions, including what are known as the "know your customer" requirements ("KYC"). The KYC requirements impact a number of ordinary course of business commercial and consumer financial transactions, such as the opening of financial accounts. The fact that you are required to provide personal information pursuant to the KYC requirements does not suggest in any way that anyone believes you or your business are involved in any illicit activity.

The KYC requirements generally require financial institutions to establish the indemnity of customers and to take steps to satisfy themselves that the source of customer funds is legitimate. To that end, financial institutions must establish a customer identification program ("CIP") and conduct customer due diligence ("CDD").

CIP requires a financial institution to: (1) collect information from new customers (name, DOB (for individuals), address and identification number (Tax ID or SSN); (2) verify the identity of any person seeking to open an account; (3) maintain records of the information used to verify a person's identity; and (4) consult lists of known or suspected terrorists or other unsavory characters to confirm the person seeking to open the account is not included.

CDD requires a financial institution to obtain information about its customers that enable the financial institution to verify the customer's identity and assess the risks associated with that customer. There is less formal guidance on the information financial institutions must collect as part of CDD and financial institutions seek different information based on their risk profile. This

is why the information requirements of the Banks (outlined below) are slightly different. The end result is the same, the Banks require certain information about your business and certain personal information about a person at your business that has control over the accounts.

To fulfill the KYC obligations, First Data and Intuit (as a requirement from the Banks) will require the following information:

	<u>Info About Your Business:</u>	<u>Info About an Individual with Control:</u>
First Data	(1) Tax ID Number (2) Audited Financial Statements	(1) Social Security Number OR (2) Passport and Birth Certificate
Intuit	(1) Tax ID Number (2) Audited Financial Statements (3) Tax Returns	Social Security Number

Intuit and First Data have assured us that the personal information you provide is used only for verification purposes. They may make inquiry with the credit bureaus for identification verification purposes, but such an inquiry is only a “soft pull.” Meaning there is no impact on the individual’s credit score.

We understand that the information requests may cause our members some concern, especially the requested personal information. Please note that the information request is not a requirement driven by NISC. We attempted to negotiate with First Data and Intuit to eliminate the requirement for any personal information, but were not successful. Financial institutions face significant penalties for failing to comply with the USA Patriot Act and understandably tend to err on the side of caution. The information requested in this case is not unusual or out of line with the KYC requirements.

I hope this letter explains why you are being asked to provide personal information and eases concerns you may have about providing the requested information. NISC looks forward to serving you through the Payment Program.

Sincerely,

National Information Solutions Cooperative

By:  DN: cn=Jeff Nelson, Vice President and General Counsel, o=National Information Solutions Cooperative, Inc., ou=7277, email=jeff.nelson@nisc.coop, c=US
Date: 2015.04.02 17:14:52 -05'00'

Jeffrey C. Nelson, Vice President and General Counsel

Interchange Qualification Matrix

Includes:

**Visa® and MasterCard®
Interchange Programs**

**PIN Debit Interchange
and Switch Fees**

VISA AND MASTERCARD PREFACE

A significant amount of the fees that we charge to you for processing your Credit Card and Non-PIN Debit Card transactions represents charges that we must pay to the Issuing banks (or that are otherwise charged to us by MasterCard and Visa) under MasterCard and Visa (the “Associations”) rules. This amount, called “Interchange” varies based upon a complex series of interchange levels that may apply to the transaction depending upon a number of factors – such as the type of card presented, specific information contained in the transaction, how and when the transaction is processed, your industry, and other factors.

As a result, a portion of the rate that we charge you will depend on the type of transaction and the Interchange level at which the transaction is processed. In order to qualify for any specific Interchange level, you must satisfy certain qualification criteria established by the Associations. This **Interchange Qualification Matrix** identifies the primary qualification criteria for the various Interchange levels. In reviewing the Interchange Qualification Matrix, please note the following:

- The Interchange Qualification Matrix is only a summary of the primary qualification criteria established by MasterCard and Visa for each Interchange level – it is not all inclusive. In the event of any ambiguity or conflict, the Interchange requirements established by the Associations will determine the Interchange level at which your transactions qualify.
- Some Interchange levels require that you utilize certain additional services such as Address Verification. Some Interchange levels also require that you transmit detailed transaction data such as order numbers or hotel folio numbers. Other Interchange levels require that you transmit certain indicators reflecting the nature of your transactions (such as an “E-Commerce indicator” for internet transactions or a “QPS Indicator” for certain quick payment establishments).
- Interchange levels may also be restricted to merchants in certain Merchant Category Codes (“MCC”). If you wish to qualify for any such Interchange level, please call the Customer Service number listed on your monthly statement for more information about the particular MCC and the corresponding Interchange qualification criteria.
- In some cases, transactions may be processed at a more costly Interchange level solely as a result of the type of card that is presented. For example, commercial cards, among others, will generally downgrade from some Interchange levels.
- The information in the Interchange Qualification Matrix should not be used to develop software or other interfaces for transmitting transactions as technical aspects of these requirements may be much more detailed than the summary presented. If you utilize terminals, software, services or equipment provided or configured by any third party, be aware that failure by these systems to correctly and accurately transmit information in the required formats may result in your transactions not qualifying for the most favorable Interchange levels.
- Merchants located in the Latin American/Caribbean (LAC), Asia Pacific (AP), Virgin Islands (VI), Puerto Rico (PR) or Guam region may request interchange program qualification information from Customer Service.

For more information on Visa’s and MasterCard’s interchange rates, please go to www.visa.com and www.mastercard.com.

VISA TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
CPS/Retail	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of transaction - Authorization and Settlement amounts must match for debit cards (beauty salons, barber shops, spas, bars and taxis/limos excluded)	Card Types: Consumer Credit and Debit Restaurants, Fast Food, Supermarkets, Automated Fuel Dispensers and Retail Service Stations are not eligible
CPS/Retail Key Entry	- Key Entered transaction, card present - Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of transaction - AVS response with Full Zip Match (Y,X,Z,W), Retry response (R), Unavailable (U,S) or International AVS responses (B,C,D,G,I,M,P)	Card Types: Consumer Credit and Debit Automated Fuel Dispensers, E-Commerce, and Direct Marketing Merchants are not eligible
CPS/Small Ticket	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of transaction - Transaction amount less than or equal to \$15.00	Card Types: Consumer Credit and Debit Rewards, Infinite and Signature Cards included Debit cards submitted by Service Stations, Convenience Stores, and Grocery Stores/Supermarkets are not eligible Excludes: Wire Transfers Money Orders, Automated Fuel Dispensers, Direct Marketing, Financial Institutions-Merchandise and Services and Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting Tracks
CPS/Retail 2	- Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of transaction - Direct Marketing Insurance and Subscription merchant must meet criteria for CPS/Card Not Present or CPS/E-Commerce programs	Card Types: Consumer Credit and Debit Rewards, Infinite and Signature Cards included Limited to: Emerging Market/Select Developing Merchants; Government; Schools; Insurance; Cable, Satellite or other Pay Television/Radio Services; Direct Marketing Subscriptions; Fuel Dealers; Child Care; and Charity
CPS/Hotel and Car Rental Card Not Present	- Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of check-out/return date 15% Authorization to transaction amount tolerance - Preferred Customer Indicator in Authorization and Settlement - Hotel/Car Rental Indicator in Authorization and Settlement - Folio # /Agreement # & Check-in/pick-up date	Card Types: Consumer Credit and Debit Limited to: Lodging, Cruise Lines and Car Rental merchants
CPS/Hotel and Car Rental Card Present	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of check-out/return date 15% Authorization to transaction amount tolerance - Hotel/Car Rental Indicator in Authorization and Settlement - Folio # /Agreement # & Check-in/pick-up date	Card Types: Consumer Credit and Debit Limited to: Lodging, Cruise Lines and Car Rental merchants

IQM MVD S11.1

VISA TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Utility	• Must be registered with Visa and have a valid MVV • Must qualify for one of the below Interchange Programs • CPS/Card Not Present (Credit or Debit) • CPS/Electronic Commerce Basic (Credit or Debit) • CPS/Electronic Commerce Preferred Retail (Credit or Debit) • CPS/Retail Key Entry (Credit or Debit) • CPS/Retail (Credit or Debit)	Card Types: Consumer Credit and Debit, Business Credit and Debit Rewards, Infinite and Signature Cards included Limited to Utility merchants
CPS/Electronic Commerce Preferred – Hotel and Car Rental	• Applicable Electronic Authorization Data must be included within Settlement Record • Settlement within 1 day of check-out/return date • 15% Authorization to transaction amount tolerance • Preferred Customer Indicator • Hotel/Car Rental Indicator in Authorization and Settlement • Folio # /Agreement # & Check-in/pick-up date • Valid E-Commerce Indicator • CAVV (Cardholder Authentication Verification Value)	Card Types: Consumer Credit and Debit Limited to: Lodging, Cruise Lines and Car Rental merchants
CPS/Card Not Present	• Applicable Electronic Authorization Data must be included within Settlement Record • Settlement within 1 day of transaction • Transaction date must be within 7 days of the Authorization date • Authorization & Settlement amounts must match (1 authorization reversal permitted) • AVS request in authorization (healthcare, select developing market, and utility excluded) • Merchant Order # in Settlement • Card Not Present Indicator • Customer Service Phone # in Settlement	Card Types: Consumer Credit and Debit
CPS/Restaurant	• Magnetic card swipe must be passed in the authorization request • Applicable Electronic Authorization Data must be included within Settlement Record • Settlement within 1 day of transaction	Card Types: Consumer Credit and Debit Limited to: Restaurants and Fast Food
CPS/Retail Service Station	• Magnetic card swipe must be passed in the authorization request • Applicable Electronic Authorization Data must be included within Settlement Record • Settlement within 1 day of transaction • Applicable Electronic Authorization Data must be included within settlement Record • Settlement within 1 day of transaction	Card Type: Consumer Credit, Debit Rewards and Signature Cards included Limited to Service Station merchants

IQM MVD S11.1

VISA TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
CPS/E-Commerce Basic	- Applicable Electronic Authorization Data must be included within settlement Record - Settlement within 1 day of transaction - Transaction date must be within 7 days of the Authorization date - AVS request in authorization (healthcare, select developing markets, and utility excluded) - Authorization & Settlement amount must match (1 authorization reversal permitted) - Valid E-Commerce Indicator - Merchant Order # in Settlement - Customer Service Phone #, URL or Email Address in Settlement	Card Types: Consumer Credit and Debit Limited to Internet merchants
CPS/E-Commerce Preferred	- Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of transaction - Transaction date must be within 7 days of the Authorization date - AVS request in authorization (healthcare, select developing markets, and utility excluded) - Authorization & Settlement amount must match (1 authorization reversal permitted) - Valid E-Commerce Indicator - Merchant Order # in Settlement - CAVV (C/H Authentication Verification Value) - Customer Service Phone #, URL or Email Address in Settlement	Card Types: Consumer Credit and Debit Rewards and Signature Cards included Limited to Internet merchants
CPS/Account Funding	- Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of transaction - AVS response (Zip and Full Address match required) - Authorization & Settlement amounts must match - Valid E-Commerce Indicator - Customer Service Phone #, URL or Email Address in Settlement	Card Types: Consumer Credit and Debit Rewards and Signature Cards included
CPS/Automated Fuel Dispenser	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included within Settlement Record - Authorization must be \$1 - CAT Indicator - Settlement within 1 day of transaction - Transaction date must be within 1 day of the Authorization date \$75.00 Transaction Maximum - Must contain CAT level indicator of a "3" for Fuel Dispenser	Card Types: Consumer Credit, Debit Rewards and Signature Cards included Limited to Automated Fuel Dispensers
CPS/Supermarket	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 1 day of transaction - Authorization & Settlement amounts must match for Visa Debit Cards	Card Types: Consumer Credit and Debit Limited to Supermarkets that meet eligibility requirements

IQM MVD S11.1

VISA TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
CPS/Passenger Transport	- Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 7 days of transaction - Transaction date must be within 1 day of the Authorization date - Ticket #, Sequence # and Count - Itinerary Information	Card Types: Consumer Credit and Debit Limited to: Airlines and Railways
CPS/Electronic Commerce Preferred – Passenger Transport	- Applicable Electronic Authorization Data must be included within Settlement Record - Settlement within 7 days of transaction - Transaction date can only be 1 day from the Authorization date - Ticket #, Sequence # and Count - Itinerary Information - Valid E-Commerce Indicator - CAVV (Cardholder Authentication Verification Value)	Card Types: Consumer Credit, Debit Limited to: Airlines and Railways
CPS/Rewards 1	- Transaction must qualify for one of the below Interchange Programs - CPS/Retail (Rewards and Signature) - CPS/Supermarket (Rewards and Signature) - CPS/Retail Credit Thresholds 1–3 (Signature only) - CPS/Supermarket Credit Thresholds 1–3 (Signature only)	Card Types: Consumer Credit Rewards and Signature Cards included Signature cards at Non-T&E merchants excluded
CPS/Rewards 2	- Transaction must qualify for one of the below Interchange Programs - CPS/Card Not Present Credit (Rewards and Signature) - CPS/Retail Key Entry (Rewards and Signature) - CPS/Electronic Commerce-Basic Credit (Rewards and Signature) - CPS/Electronic Commerce Preferred Hotel and Car Rental Credit (Rewards only) - CPS/Electronic Commerce Preferred Passenger Transport Credit (Rewards only) - CPS/Hotel and Car Rental Card Present (Rewards only) - CPS/Hotel and Car Rental Card Not Present (Rewards only) - CPS/Passenger Transport (Rewards only) - CPS Restaurant (Rewards only)	Card Types: Consumer Credit Rewards and Signature Cards included Signature cards at Non-T&E merchants excluded
EIRF	- Settlement within 2 days of transaction - Authorization Response Code	Card Types: Consumer Credit and Debit
Standard	Settlement within 30 days of transaction	Card Types: Consumer Credit and Debit Only level available for high-risk merchants and non-secure E-Commerce transactions
CPS/Debt Repayment Fee Program IQM MVD S11.1	- Must be registered with Visa and have a valid MVV - CPS qualification	Card Types: Consumer Debit Limited to: Financial and Non-financial Institutions (merchants selling negotiable instruments and accepting loan payments)

VISA TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
CPS/Tax Payment Fee	- Must be registered with Visa and have a valid MVV - CPS qualification	Card Types: Consumer Debit Limited to: Tax Payments
Signature Electronic	- CPS Qualification - T&E Merchant	Card Type: Signature Card
Signature Standard	- T&E Merchant - Settlement within 30 days of transaction	Card Type: Signature Card
Signature Preferred Electronic	- CPS Qualification - T&E Merchant	Card Type: Signature Preferred Card
Signature Preferred Standard	- Does not meet CPS Qualifications - Settlement within 30 days of transaction	Card Type: Signature Preferred Card
Commercial Card Electronic	- Does not meet CPS Qualifications or Level II (entry of sales tax¹) requirements - Non-T&E Merchant	Card Type: Commercial Card
Commercial Card Standard	- Does not meet CPS Qualifications or Level II (entry of sales tax¹) requirements - Non-T&E Merchant - Settlement within 30 days of transaction	Card Type: Commercial Card
GSA G2G (Government 2 Government)	- Must be registered with Visa and have a valid MVV - CPS qualification	Card Types: GSA Purchasing Card Limited to: Government Services and U.S. Postal Service
GSA Purchasing Card Large Ticket	- CPS Qualification - Non-T&E Merchant - Purchasing Card Level II: sales tax¹ and customer code - Purchasing Card Level III: Level III² data includes Level II data and line item detail	Card Type: GSA Purchasing Card
Purchasing Card Large Ticket	- Must be registered with Visa and have a valid MVV - CPS Qualification - Non-T&E Merchant - Settlement within 7 days of transaction - Must have appropriate MVV value - Purchasing Card Level II: sales tax¹ and customer code - Purchasing Card Level III: Level III² data includes Level II data and line item detail	Card Type: Non-GSA Purchasing Card
Commercial Card Level II	- CPS Qualification - Non-T&E Merchant - Level II data: Non fuel transactions only require sales tax¹ - Level II data: Purchasing Card fuel transactions require customer code	Card Type: Business, Corporate and Purchasing Card
Purchasing Card Level III	- CPS Qualification - Non-T&E Merchant - Level III² data required	Card Type: Purchasing cards including GSA Level 3 fuel data required for Fleet fuel transactions.

IQM MVD S11.1

VISA TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Commercial – Card Not Present Signature Preferred - CNP	• Non-T&E Merchant • Level II data requirements not met • Transaction must qualify for one of the below Interchange programs • CPS/Card Not Present • CPS/Electronic Commerce Preferred • CPS/Electronic Commerce Basic • CPS/Retail 2 • CPS/Account Funding	Card Type: Business, Corporate, Signature Preferred and Purchasing Card
Commercial – Retail Signature Preferred - Retail	• Non-T&E Merchant • Level II data requirements not met • Transaction must qualify for one of the below Interchange programs • CPS/Retail • CPS/Supermarket • CPS/Retail Key Entry • CPS/Small Ticket • CPS/Automated Fuel Dispenser • CPS/Retail Service Station	Card Type: Business, Corporate, Signature Preferred and Purchasing Card
Commercial – Business-to-Business Signature Preferred – Business-to-Business	• Non-T&E Merchant • Level II data requirements are not met • Qualified for any CPS program	Card Type: Business, Corporate, Signature Preferred and Purchasing Card Limited to specific business-to-business MCCs
Purchasing Card - Electronic with Data	• Non-T&E Merchant • Level III data requirements are met • Does not meet requirements for any CPS program	Card Type: Purchasing Card
Purchasing Card – Retail Fleet	• Fuel transaction • Level II and fuel data requirements met, CPS qualifications not met or • Level II and/or fuel data requirements not met, CPS qualified	Card Type: Fleet Purchasing Card
Interregional Business/Signature Business/Corporate/ Purchase	• Settlement within 30 days of transaction	Card Type: Non-U.S. issued Business, Signature Business, Corporate, Purchasing and Distribution card
Interregional Signature/Infinite	• Settlement within 30 days of transaction	Card Type: Non-U.S. issued Signature and Infinite
Interregional Electronic	• Magnetic card swipe or contactless information must be passed in the authorization request • Valid Approval Code • Settlement within 2 days of transaction	Card Type: Non-U.S. issued Consumer and Electron
Interregional Issuer Chip	• Magnetic card swipe or contactless information must be passed in the authorization request • Valid Approval Code • Settlement within 2 days of transaction • Issuer is chip-qualified	Card Type: Non-U.S. issued Consumer and Electron

IQM MVD S11.1

VISA TRANSACTIONS		
Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Interregional Airline	• Ticket Number • Valid Approval Code • Settlement within 14 days of transaction	Card Type: Non-U.S. issued Consumer and Electron Limited to: Airlines
Interregional Secure Electronic Commerce	• Key Entered transaction • Valid Approval Code • Valid E-commerce Indicator (Authentication attempted) • Verified By Visa participation • Settlement within 30 days of transaction	Card Type: Non-U.S. issued Consumer and Electron
Interregional Electronic Commerce Merchant	• Key Entered transaction • Valid Approval Code • Valid E-commerce Indicator (Authenticated) • Verified By Visa participation • Settlement within 30 days of transaction	Card Type: Non-U.S. issued Consumer and Electron
Interregional Standard	• Settlement within 30 days of transaction	Card Type: Non-U.S. issued Consumer and Electron
Interregional Premium	• Settlement within 30 days of transaction	Card Type: Platinum or Infinite (Canada only)
Interregional Super Premium	• Settlement within 30 days of transaction	Card Type: Non-U.S. issued Signature or Infinite (excludes Canada)
¹ Sales tax amount must be greater than \$0.00, but no less than 0.1% and no greater than 22% of the transaction amount. ² Purchasing Card Level III minimum data requirements include: Summary Record – Discount Amount, Freight/Shipping Amount, Duty Amount and Account Number and Line Item Detail Record – Item Sequence Number, Item Commodity Code, Item Descriptor, Product Code, Quantity, Unit of Measure, Unit Cost, Discount per Line Item, Line Item Total, and Line Item Detail Indicator. IQM MVD S11.1		

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Merit III Enhanced Merit III World Merit III World Elite Merit III High Value Merit III	• Magnetic card swipe must be passed in the authorization request • Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 day of transaction • 10% Authorization transaction amount tolerance (25% Barbers/Beauty Salons) • Restaurants/Bars, Fast Food, Hotels, Car Rentals, Cruise Lines and Limousine/Taxicabs are exempt from the transaction amount tolerance • Airline and Railways require itinerary data in settlement	Card Types: Consumer Credit and Debit (U.S. issued only) Excludes: Automated Fuel Dispensers, Direct Marketing merchants, Insurance (Debit cards only), Real Estate (Debit cards only), Service Stations, AFD and Utilities, Hotels, Car Rentals, and Cruise Lines World, World Elite and High Value Excludes: Restaurants, Travel Agents, MOTO and T&E merchants
Merit I Enhanced Merit I World Merit I World Elite Merit I High Value Merit I	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 2 days of transaction, 8 days for Airlines • General ticket information required in settlement • 10% Authorization transaction amount tolerance (25% Barbers/Beauty Salons) • Mail Order/Telephone Order/ eCommerce transactions are exempt from the transaction amount tolerance	Card Types: Consumer Credit and Debit (U.S. issued only) Excludes: Utilities, Insurance and Real Estate World, World Elite and High Value Excludes: Restaurants, Travel Agent, Utilities and T&E merchants
Utilities Enhanced Utilities World Utilities World Elite Utilities High Value Utilities Business Utilities	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 day of transaction • 10% Authorization transaction amount tolerance • Card Acceptor Type and Tax ID must be provided for Commercial cards	Card Types: Business, Consumer Credit and Debit (U.S. issued only)
Key Entered Enhanced Key Entered World Key Entered World Elite Key Entered High Value Key Entered	• Applicable Electronic Authorization Data must be included and match Settlement Data • Card and cardholder must be present at time of authorization • Settlement within 1 day of transaction • 10% Authorization transaction amount tolerance except restaurants, bars and fast food	Card Types: Consumer Credit and Debit (U.S. issued only) Excludes: Direct Marketing, Tax Preparation, Quasi Cash, Automated Fuel Dispenser, Travel Agent, T&E and Service merchants World, World Elite and High Value Excludes: Restaurants
Public Sector Enhanced Public Sector World Public Sector World Elite Public Sector High Value Public Sector	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 2 days of transaction • 10% Authorization transaction amount tolerance	Card Types: Consumer Credit (U.S. issued only) Limited to: Government Services, Passenger Railways, Transportation – Suburban and Local Commuter Passenger, including Ferries, Bridge and Road Fees, Tolls, and Postal Services – Government
Petroleum Enhanced Petroleum World Petroleum World Elite Petroleum High Value Petroleum	• Magnetic card swipe must be passed in the authorization request (not required for Transponder transactions) • Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 days of transaction	Card Types: Consumer Credit (U.S. issued only) Limited to: Service Stations and Automated Fuel Dispensers

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Merit I Bill Payment Enhanced Merit I Bill Payment World Merit I Bill Payment World Elite Merit I Bill Payment High Value Merit I Bill Payment	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 2 days of transaction - Banknet data and date must be present 10% Authorization transaction amount tolerance	Card Types: Consumer Credit and Debit (U.S. issued only) Credit Limited to: Real Estate Agents and Managers-Rentals, Direct Marketing-Insurance Services, Insurance Sales, Underwriting and Premiums Debit Limited to: Real Estate Agents and Managers-Rentals
U.S. Full UCAF Enhanced Full UCAF World Full UCAF World Elite Full UCAF High Value Full UCAF	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction - UCAF Status Indicator must = 2 - Must have a valid Security level indicator/Security protocol and Cardholder Authentication in authorization	Card Types: Consumer Credit and Debit (U.S. issued only) Excludes: Insurance Debit, AFD, Hotels, Car Rentals, and Cruise Lines World, World Elite and High Value excludes: Restaurants, Utilities, Travel Agents and T&E merchants
U.S. Merchant UCAF Enhanced Merchant UCAF World Merchant UCAF World Elite Merchant UCAF High Value Merchant UCAF	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction - UCAF Status Indicator must = 1 - Must have a valid Security level indicator/Security protocol and Cardholder Authentication in authorization	Card Types: Consumer Credit and Debit (U.S. issued only) Excludes: AFD, Insurance Debit, Real Estate Debit, Hotels, Car Rentals, and Cruise Lines World, World Elite and High Value excludes: Restaurants, Utilities, Travel Agents, and T&E merchants
Supermarket Enhanced Supermarket World Supermarket World Elite Supermarket High Value Supermarket	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction 10% Authorization transaction amount tolerance	Card Types: Consumer Credit and Debit (U.S. issued only)
World Restaurant World Elite Restaurant High Value Restaurant	- Magnetic card swipe must be passed in the authorization request except transponder transactions - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction	Card Types: Consumer Credit and Debit (U.S. issued only)
Small Ticket Debit	- Magnetic card swipe must be passed in the authorization request except transponder transactions - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction 10% Authorization transaction amount tolerance - Transaction amount limit \$15.00 - Restaurants/Fast food are exempt from the transaction amount tolerance	Card Types: Consumer Debit (U.S. issued only) Limited to: Postal Services – Government only, Transportation, Convenience Stores, Restaurants/Fast Food, Parking Lots/Garages, Movie Theaters and Video Rental Stores

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Restaurant Debit	• Magnetic card swipe must be passed in the authorization request except transponder transactions • Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 day of transaction	Card Types: Consumer Debit (U.S. issued only) Limited to: Restaurant and Fast Food
Emerging Market Debit	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 2 days of transaction • 10% Authorization transaction amount tolerance	Card Types: Consumer Debit (U.S. issued only) Limited to: Government Services, Schools, Colleges, Insurance Agencies, Cable, Passenger Railways, Transportation – Suburban and Local Commuter Passenger, including Ferries, Bridge and Road Fees, Tolls, and Postal Services – Government
Petroleum – CAT/AFD Debit	• Magnetic card swipe must be passed in the authorization request except transponder transactions • Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 day of transaction • CAT Level indicator of 1 or 2 must be present	Card Types: Consumer Debit (U.S. issued only) Limited to Automated Fuel Dispenser
Petroleum – Service Station Debit	• Magnetic card swipe must be passed in the authorization request except transponder transactions • Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 day of transaction	Card Types: Consumer Debit (U.S. issued only) Limited to Service Stations
Rewards Redemption	• The transaction must be authorized, the authorization code must be included in the settlement record	Card Types: Debit Redemption Card
Service Industries Incentive Program (SIIP) Enhanced SIIP World SIIP World Elite SIIP High Value SIIP	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 day of transaction • 10% Authorization transaction amount tolerance • Recurring Payment indicator in Authorization and Settlement	Card Types: Consumer Credit and Debit (U.S. issued only) Limited to: Cable and Telecommunication Services merchants
Travel Industries Premier Service (TIPS) Enhanced TIPS	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 day of transaction • Settlement Detail Addendum Data	Card Types: Consumer Credit and Debit (U.S. issued only) Limited to Hotel, Car Rental and Cruise Line
Passenger Transport Enhanced Passenger Transport	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 8 days of transaction • Passenger Name, Ticket Number, Issuing Carrier and Itinerary Data in Settlement	Card Types: Consumer Credit and Debit (U.S. issued only) Limited to: Airline and Passenger Railway merchants

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Warehouse Club Enhanced Warehouse Club World Warehouse Club World Elite Warehouse Club High Value Warehouse Club	- Magnetic card swipe must be passed in the authorization request for debit transactions - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction 10% Authorization transaction amount tolerance - Debit transaction must be presented under Warehouse Clubs - Level III⁴ data is required for fleet, non-fuel purchases	Card Types: Consumer Credit, Debit and Commercial (U.S. issued only) Limited to Wholesale Clubs, Automated Fuel Dispensers and Service Stations
Convenience Purchases Enhanced Convenience Purchases World Convenience Purchases World Elite Convenience Purchases High Value Convenience Purchases	- Magnetic card swipe must be passed in the authorization request (not required for Transponder transactions) - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction - Limousines/Taxicabs must be \$25.00 or less 10% Authorization to transaction tolerance on Convenience Stores and Movie Theaters - Limousines/Taxicabs and Fast Food are exempt from the transaction tolerance	Card Types: Consumer Credit (U.S. issued only) Limited to: Fast Food, Convenience Stores, Limousines/Taxicabs and Movie Theaters Convenience Stores and Movie Theaters are exempt from a transaction amount tolerance if transaction is less than or equal to \$10.00
World T&E World Elite T&E High Value T&E	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 2 days of transaction - Must be T&E MCC Code (excludes Airline MCCs for World Elite and High Value) - Level III⁴ data required	Card Types: World MasterCard and World Elite (U.S. issued only)
World Elite T&E Large Ticket High Value T&E Large Ticket	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 2 days of transaction - Must be T&E MCC Code - Transaction must be greater than \$2500.00 - Level III⁴ data is required	Card Types: World Elite and World High Value
World Elite Airline High Value Airline	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 2 days of transaction - MCC Code must be an Airline MCC: 3000-3299 and 4511 - General ticket information and Itinerary Data in Settlement	Card Types: World Elite and World High Value
Commercial Face-to-Face World Commercial Face-to-Face World Elite Comm. Face-to-Face	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction 10% Authorization to transaction tolerance amount (25% Barbers/Beauty Salons) - Bars, Fast Food and Limos/taxicabs are exempt from the transaction amount tolerance - Non T&E MCC - Level II³ Commercial Card Data - A valid tax amount is required, the amount must be greater than \$0.00, but no less than 0.1% - 30% of the transaction amount - Tax amount not required for: Transportation, Bus Lines, Courier Services, Bridge and Toll Fees, Schools and Universities, Charitable/Social Service Organizations, Religious Organizations, Court Costs, Fines, Tax Payments, Government Services and Government Postal Services	Card Types: Commercial Cards (U.S. issued only) Fleet Cards at fuel locations are not eligible

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Commercial Face-to-Face Petroleum World Commercial Face-to-Face Petroleum World Elite Comm. Face-to-Face Petroleum	• Magnetic card swipe must be passed in the authorization request • Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 1 day of transaction • 10% Authorization to transaction tolerance amount • Level II³ Commercial Card Data required	Card Types: Commercial Cards (U.S. issued only) Fleet Cards at fuel locations are not eligible
Commercial Data Rate III World Commercial Data Rate III World Elite Comm. Data Rate III	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 2 days of transaction • Level II³ & Level III⁴ Corporate Card data • Non T&E MCC • Card Acceptor Type and Tax ID must be provided	Card Types: Commercial Cards (U.S. issued only) Fleet Cards at fuel locations are not eligible
Commercial Data Rate II World Commercial Data Rate II World Elite Comm. Data Rate II	• Applicable Electronic Authorization Data must be included and match Settlement Data • Magnetic card swipe must be passed in the authorization request for fleet at fuel • Settlement within 2 days of transaction • Level II³ Corporate Card data (All Commercial Cards except Fleet at fuel locations) • Fuel detail addendum data required for Fleet Cards at fuel locations • Level III⁴ data is required for fleet, non-fuel purchases • Non T&E MCC • Card Acceptor Type and Tax ID must be provided • A valid tax amount is required, the amount must be greater than \$0.00, but no less than 0.1% - 30 % of the transaction amount • Tax amount not required for: Transportation, Bus Lines, Courier Services, Bridge and Toll Fees, Schools and Universities, Charitable/Social Service Organizations, Religious Organizations, Court Costs, Fines, Tax Payments, Government Services and Government Postal Services, Fuel	Card Types: Commercial Cards (U.S. issued only) and Commercial Electronic Payment Account Note: Commercial Electronic Payment Account also require a Invoice number and Payment Reference number
Commercial Data Rate II Petroleum World Commercial Data Rate II Petroleum World Elite Comm. Data Rate II Petroleum	• Applicable Electronic Authorization Data must be included and match Settlement Data • Magnetic card swipe must be passed in the authorization request • Settlement within 2 days of transaction • Level II³ Corporate Card data (All Commercial Cards except Fleet at fuel locations) • Fuel detail addendum data required for Fleet Cards at fuel locations • Level III⁴ data is required for fleet, non-fuel purchases • Card Acceptor Type and Tax ID must be provided	Card Types: Commercial Cards (U.S. issued only) Limited to: Marinas, Service Stations, Automated Fuel Dispensers, Fuel Dealers and Truck Stop transactions
Commercial Data Rate I World Commercial Data Rate I World Elite Comm. Data Rate I	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 2 days of transaction • Fuel detail addendum data required for Fleet Cards at fuel locations • Level III⁴ data is required for fleet, non-fuel purchases • Non T&E MCC • Card Acceptor Type and Tax ID must be provided	Card Types: Commercial Cards (U.S. issued only)
Commercial T&E Rate III World Commercial T&E Rate III World Elite Commercial T&E Rate III	• Applicable Electronic Authorization Data must be included and match Settlement Data • Settlement within 8 days of transaction for Airlines – 2 Days for all other MCCs, • T&E Merchant (Restaurants not eligible) • Industry Specific T&E II and T&E III Addendum required • Card Acceptor Type and Tax ID must be provided	Card Types: Commercial Cards (U.S. issued only)

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Commercial T&E Rate II World Commercial T&E Rate II World Elite Commercial T&E Rate II	- Applicable Electronic Authorization Data must be included and match Settlement - Data Settlement within 8 days of transaction for Airlines – 2 Days for all other MCCs - T&E Merchant (Restaurants not eligible) - Industry Specific T&E II Addendum required - Card Acceptor Type and Tax ID must be provided	Card Types: Commercial Cards (U.S. issued only)
Commercial T&E Rate I World Commercial T&E Rate I World Elite Commercial T&E Rate I	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 8 days of transaction for Airlines – 2 Days for all other MCCs - T&E Merchants - General ticket information required for airlines and passenger railways - Card Acceptor Type and Tax ID must be provided	Card Types: Commercial Cards (U.S. issued only)
Commercial Standard World Commercial Standard World Elite Commercial Standard	Settlement within 30 days of transaction	Card Types: Commercial Cards (U.S. issued only)
Commercial Large Ticket I World Commercial Large Ticket I World Elite Commercial Large Ticket I	- Applicable Electronic Authorization Data must be included and match Settlement Data - Magnetic card swipe must be passed in the authorization request for Fleet at fuel locations - Settlement within 1 day of transaction 25% Authorization to transaction tolerance amount - Bars, Fast Food, E-Commerce and Automated Fuel Dispensers are exempt from the transaction amount tolerance - Level II³ Corporate Card Data (All Commercial Cards except, Fleet Cards at fuel locations) - Level III⁴ Purchasing Card Data - Level III⁴ data is required for fleet, non-fuel purchases - Fuel detail addendum data required for Fleet Cards at fuel locations - Non T&E MCC - The transaction amount must be greater than \$3,000.00	Card Types: Commercial Cards (U.S. issued only)
Commercial Large Ticket II World Commercial Large Ticket II World Elite Commercial Large Ticket II	- Applicable Electronic Authorization Data must be included and match Settlement Data - Magnetic card swipe must be passed in the authorization request for Fleet at fuel locations - Settlement within 1 day of transaction 25% Authorization to transaction tolerance amount - Bars, Fast Food, E-Commerce and Automated Fuel Dispensers are exempt from the transaction amount tolerance - Level II³ Corporate Card Data (All Commercial Cards except, Fleet Cards at fuel locations) (Customer Code not required for Business or Corporate Cards) - Level III⁴ Purchasing Card Data - Level III⁴ data is required for fleet, non-fuel purchases - Non T&E MCC - The transaction amount must be greater than \$25,000	Card Types: Commercial Cards (U.S. issued only)

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Commercial Large Ticket III World Commercial Large Ticket III World Elite Commercial Large Ticket III	- Applicable Electronic Authorization Data must be included and match Settlement Data - Magnetic card swipe must be passed in the authorization request for Fleet at fuel locations - Settlement within 1 day of transaction 25% Authorization to transaction tolerance amount - Bars, Fast Food, E-Commerce and Automated Fuel Dispensers are exempt from the transaction amount tolerance - Level II³ Corporate Card Data (All Commercial Cards except, Fleet Cards at fuel locations) (Customer Code not required for Business or Corporate Cards) - Level III⁴ Purchasing Card Data - Level III⁴ data is required for fleet, non-fuel purchases - Card Acceptor Type and Tax ID required for Fleet Cards at fuel locations - Non T&E MCC The transaction amount must be greater than \$100,000	Card Types: Commercial Cards (U.S. issued only)
Commercial Electronic Payment Account	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 2 days of transaction - Level II³ Corporate Card data required - Non T&E MCC except Restaurants - Card Acceptor Type and Tax ID must be provided - Invoice number and Payment Reference number	Card Types: Commercial Electronic Payment Account
Business Enhanced Value Standard	- The transaction must be authorized, the authorization code must be included in the settlement record - Common Corporate Card data is required	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Utilities	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 1 day of transaction date - Must meet applicable 10% authorization tolerance criteria - Corporate Card Common data is required	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Warehouse	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 1 day of transaction date - Non-face-to-face transactions are exempt from timeliness - eCommerce transactions are exempt if all required fields are provided - Must meet applicable 10% authorization tolerance criteria - MCC 5542 is exempt from amount tolerance - Non-face-to-face transactions are exempt from amount tolerance - eCommerce transactions are exempt if all required fields are provided - Corporate Card Common data is required	Card Types: Commercial Cards (U.S. issued only) Limited to: Wholesale Clubs, Service Station and Automated Fuel Dispenser

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Business Enhanced Value Large Ticket I	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 1 day of transaction date - Non-face-to-face transactions are exempt from timeliness - eCommerce transactions are exempt if all required fields are provided - Must meet applicable authorization tolerance criteria 25% Standard transaction tolerance - eCommerce transactions are exempt if all required fields are provided - Full Merchant description Addendum Record (w/valid Street address) - Level II³ Corporate Card data is required (Fleet at fuel does not require tax data) - Level III⁴ data is required - Non T&E MCC - The transaction amount must be greater than \$7255.00	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Large Ticket II	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 1 day of transaction date - Non-face-to-face transactions are exempt from timeliness - eCommerce transactions are exempt if all required fields are provided - Must meet applicable authorization tolerance criteria 25% Standard transaction tolerance - eCommerce transactions are exempt if all required fields are provided - Full Merchant description Addendum Record (w/valid Street address) - Level II³ Corporate Card data is required (Fleet at fuel does not require tax data) - Level III⁴ data is required - Non T&E MCC - The transaction amount must be greater than \$25,000	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Large Ticket III	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 1 day of transaction date - Non-face-to-face transactions are exempt from timeliness - eCommerce transactions are exempt if all required fields are provided - Must meet applicable authorization tolerance criteria 25% Standard transaction tolerance - eCommerce transactions are exempt if all required fields are provided - Full Merchant description Addendum Record (w/valid Street address) - Level II³ Corporate Card data is required (Fleet at fuel does not require tax data) - Level III⁴ data is required - Non T&E MCC - The transaction amount must be greater than \$100,000	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Large Ticket I MPG	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 1 day of transaction date - Non-face-to-face transactions are exempt from timeliness - eCommerce transactions are exempt if all required fields are provided - Must meet applicable authorization tolerance criteria 25% Standard transaction tolerance - eCommerce transactions are exempt if all required fields are provided - Full Merchant description Addendum Record (w/valid Street address) - Level II³ Corporate Card data is required - Level III⁴ data is required - Non T&E MCC - The transaction amount must be greater than \$7255.00 - Registration for this program is required	Card Types: Commercial Cards (U.S. issued only)

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Business Enhanced Value Large Ticket II MPG	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 1 day of transaction date - Non-face-to-face transactions are exempt from timeliness - eCommerce transactions are exempt if all required fields are provided - Must meet applicable authorization tolerance criteria 25% Standard transaction tolerance - eCommerce transactions are exempt if all required fields are provided - Full Merchant description Addendum Record (w/valid Street address) - Level II³ Corporate Card data is required - Level III⁴ data is required - Non T&E MCC - The transaction amount must be greater than \$25,000 - Registration for this program is required	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Large Ticket III MPG	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 1 day of transaction date - Non-face-to-face transactions are exempt from timeliness - eCommerce transactions are exempt if all required fields are provided - Must meet applicable authorization tolerance criteria 25% Standard transaction tolerance - eCommerce transactions are exempt if all required fields are provided - Full Merchant description Addendum Record (w/valid Street address) - Level II³ Corporate Card data is required - Level III⁴ data is required - Non T&E MCC - The transaction amount must be greater than \$100,000 - Registration for this program is required	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Data Rate I	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 2 days of transaction date - Full Merchant description Addendum Record including a valid Street address - Must contain Corporate Card Common Data - Must be a non T&E MCC	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Data Rate II	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 2 days of transaction date - Full Merchant description Addendum Record including a valid Street address - Must contain Corporate Card Common Data - A valid tax amount is required, the amount must be greater than \$0.00, but no less than 0.1% - 30% of the transaction amount - Level II³ Corporate Card data is required - Must be a non T&E MCC	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value Data Rate III	- The transaction must be authorized, the authorization code must be included in the settlement record - The sale must be deposited within 2 days of transaction date - Full Merchant description Addendum Record including a valid Street address	Card Types: Commercial Cards (U.S. issued only)

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Business Enhanced Value Face-to-Face	• Magnetic card swipe or contactless information must be passed in the authorization request • The transaction must be authorized, the authorization code must be included in the settlement record • The sale must be deposited within 1 day of transaction date • 10% Authorization to transaction tolerance amount • Tolerance amount of 25% for Barbers/Beauty Salons • Restaurants/Bars and Limos/taxicabs are exempt from the transaction amount tolerance • Full Merchant Description Addendum Record including a valid Street address • Level II³ Commercial Card Data (All Commercial Cards, except Fleet Cards at fuel locations) • Legal Corporate name • A valid tax amount is required, the amount must be greater than \$0.00, but no less than 0.1% - 30 % of the transaction amount • Tax amount not required for: Transportation, Bus Lines, Courier Services, Bridge and Toll Fees, Schools and Universities, Charitable/Social Service Organizations, Religious Organizations, Court Costs, Fines, Tax Payments, Government Services and Government Postal Services	Card Types: Commercial Cards (U.S. issued only) Excludes: Direct Marketing, Automated Fuel and T&E Merchants
Business Enhanced Value T&E Rate I	• The transaction must be authorized, the authorization code must be included in the settlement record • The sale must be deposited within 2 days of transaction date, 8 days for airline transactions • Must be a T&E MCC • Merchant Description Addendum required including a valid Street address • Corporate Card Common data is required • The following T&E detailed addendum must be include in the transaction for Airlines and Passenger Railway as follows: • Passenger Name • Ticket Number • Issuing Carrier	
Business Enhanced Value T&E Rate II	• The transaction must be authorized, the authorization code must be included in the settlement record • The sale must be deposited within 2 days of transaction date, 8 days for airline transactions • Must be a T&E MCC (Restaurants not eligible) • Merchant Description Addendum required including a valid Street address • Corporate Card Common data is required • The following T&E II³ detailed addendum must be include in the transaction for Airlines and Passenger Railway as follows: • Passenger Name • Ticket Number • Industry specific T&E Level III⁴ detailed addendum is required for Vehicle Rentals, Passenger Transport and Hotels	Card Types: Commercial Cards (U.S. issued only)
Business Enhanced Value T&E Rate III	• The transaction must be authorized, the authorization code must be included in the settlement record • The sale must be deposited within 2 days of transaction date, 8 days for airline transactions • Must be a T&E MCC (Restaurants not eligible) • Merchant Description Addendum required including a valid Street address • Corporate Card Common data is required • T&E II³ detail addendum is required • Industry specific T&E Level III⁴ detailed addendum is required for Vehicle Rentals, Passenger Transport and Hotels	Card Types: Commercial Cards (U.S. issued only)

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Interregional Commercial Electronic card	- The transaction must be authorized, the authorization code must be included in the settlement record - Magnetic card swipe or contactless information must be passed in the authorization request - The sale must be deposited within 4 days of transaction date - Must contain an MCC other than one of the following: 5542, 5960 – 5969 - For Internet transactions: - UCAF Status Indicator must equal 2 - CAT Level Indicator must be a 6	Card Types: Commercial Cards (Non-U.S. issued only)
Interregional Consumer Premium Standard	Settlement within 30 days of transaction	Card Types: Consumer Cards (Non-U.S. issued only)
Interregional Consumer Premium Electronic	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 4 days of transaction 10% Authorization amount transaction tolerance for transactions acquired in the U.S. region only	Card Types: Consumer Cards (Non-U.S. issued only) Excludes: Automated Fuel Dispenser and Direct Marketing MCCs
Interregional Consumer Premium Full UCAF	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 4 days of transaction - Must include a CAT level indicator of a 6 - UCAF Status Indicator must = 2 - Must have a valid Security level indicator/Security protocol and Cardholder Authentication in authorization	Card Types: Consumer Cards (Non-U.S. issued only)
Interregional Consumer Premium Merchant UCAF	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 4 days of transaction - Must include a CAT level indicator of a 6 - UCAF Status Indicator must = 1 - Must have a valid Security level indicator/Security protocol and Cardholder Authentication in authorization	Card Types: Consumer Cards (Non-U.S. issued only)
Interregional Commercial Electronic card	- The transaction must be authorized, the authorization code must be included in the settlement record - Magnetic card swipe or contactless information must be passed in the authorization request - The sale must be deposited within 4 days of transaction date - Must contain an MCC other than one of the following: 5542, 5960 – 5969 - For Internet transactions: - UCAF Status Indicator must equal 2 - CAT Level Indicator must be a 6	Card Types: Commercial Cards (Non-U.S. issued only)

IQM MVD S11.1

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Interregional Commercial Payment Transaction	- Must contain an MCC of 6532 or 6533 - The payment service provider must be a qualified and registered Payment Transaction service provider	Card Types: Commercial Cards (Non-U.S. issued only)
Interregional Commercial Premium Standard	- Settlement within 30 days of transaction - Card Acceptor Type and Tax ID required for U.S. Merchant locations	Card Types: Commercial Cards (Non-U.S. issued only) Excludes: Purchasing and Fleets cards
Commercial Standard World Commercial Standard World Elite Commercial Standard	Settlement within 30 days of transaction	Card Types: Commercial Cards (U.S. issued only)
International Commercial Card	- Settlement within 30 days of transaction - Card acceptor Tax ID required for U.S. Merchant locations	Card Types: Commercial Cards (Non-U.S. issued only)
Interregional Electronic (IEI)	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 4 days of transaction 10% Authorization amount transaction tolerance for transactions acquired in the U.S. region only	Card Types: Consumer Cards (Non-U.S. issued only) Excludes: Automated Fuel Dispenser and Direct Marketing MCCs
Interregional Standard (ISI)	Settlement within 30 days of transaction	Card Types: Consumer Cards (Non-U.S. issued only)
Interregional Merchant UCAF	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction, exempt if all E-Commerce fields provided - UCAF Status Indicator must = 1 - Must have a valid Security level indicator/Security protocol and Cardholder Authentication in authorization	Card Types: Consumer Cards (Non-U.S. issued only)
Interregional Full UCAF IQM MVD S11.1	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 1 day of transaction - UCAF Status Indicator must = 2 - Must have a valid Security level indicator/Security protocol and Cardholder Authentication in authorization	Card Types: Consumer Cards (Non-U.S. issued only)

MASTERCARD TRANSACTIONS

Interchange Level	Requirements for Interchange Level	Limitations on Card Types and Industries
Interregional Commercial Standard	- Settlement within 30 days of transaction - Card Acceptor Type and Tax ID required for U.S. Merchant locations	Card Types: Commercial Cards (Non-U.S. issued only) Excludes: Purchasing and Fleets cards for transactions acquired in the U.S. Region
Interregional Commercial Purchasing Standard	- The sale must be deposited within 30 days of transaction date - For transactions acquired in the U.S. region, Corporate Card Common Data Requirements are required	Card Types: Purchasing Cards (Non U.S. only)
Interregional Commercial Data Rate II	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 4 days of transaction - Level II³ purchasing data required	Card Types: Purchasing Cards (Non U.S. only)
Interregional Purchasing Large Ticket	- Settlement within 30 days of transaction - Card Acceptor Tax ID - Non T&E MCC	Card Types: Purchasing/Fleet Cards (Non U.S. only)
Interregional Consumer Super Premium Electronic	- Magnetic card swipe must be passed in the authorization request - Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 4 days of transaction 10% Authorization amount transaction tolerance for transactions acquired in the U.S. region only	Card Types: Consumer Cards (Non-U.S. issued only)
Interregional Consumer Super Premium Full UCAF	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 4 days of transaction - Must include a CAT level indicator of a 6 - UCAF Status Indicator must = 2 - Must have a valid Security level indicator/Security protocol and Cardholder Authentication in authorization	Card Types: Consumer Cards (Non-U.S. issued only)
Interregional Consumer Super Premium Merchant UCAF	- Applicable Electronic Authorization Data must be included and match Settlement Data - Settlement within 4 days of transaction - Must include a CAT level indicator of a 6 - UCAF Status Indicator must = 1 - Must have a valid Security level indicator/Security protocol and Cardholder Authentication in authorization	Card Types: Consumer Cards (Non-U.S. issued only)
Interregional Consumer Super Premium Standard	Settlement within 30 days of transaction	Card Types: Consumer Cards (Non-U.S. issued only)

³ Level II Data includes the entry of sales tax, (tax amount must be greater than \$0.00, but no less than 0.1% - 30% of the transaction amount) customer code and Tax ID.

⁴ Level III Data includes Level II data, line item detail, item description, item quantity, item unit of measure, extended item amount, product code, and debit or credit indicator.
IQM MVD S11.1

PIN Debit Card Transactions

The PIN Debit fees set forth in your fee schedule reflect only the amount we charge you for processing your PIN Debit transactions to a PIN Debit Network. The PIN Debit Networks also charge interchange and switch fees (in addition to the fees reflected on your fee schedule). You are responsible for paying these interchange and switch fees. A schedule of the fees charged by the various PIN Debit Networks is included below. PIN Debit Networks change their rates regularly. You may call the Customer Service number shown on your monthly statement for recent updates. Interchange and switch fees vary by PIN Debit Network. The PIN Debit Network used to process your transaction will depend upon, among other things, the availability of the network at the time of the transaction, whether a particular PIN Debit Card is enabled for a particular network and the routing requirements established by the networks and the card issuers. We may, at our sole discretion, utilize any PIN Debit Network available to us for a given transaction.

PIN DEBIT INTERCHANGE AND SWITCH FEES

The fees in this table (or as more recently published by the Debit Networks) will be passed on to you and charged in addition to the processing fees paid to us and identified on your Fee Schedule. The amount charged for Interchange, which is paid to the banks that issued the Debit Cards, will be the lesser of (a) the face amount of the transaction multiplied by the percentage rate reflected in the Interchange Fee column plus any fix transaction amount, and (b) the Cap, if a Cap is set. Switch fees, which are paid to the PIN Debit Network, will be charged in addition to the Interchange Fee and the debit processing fee.

Pin Debit Network	Interchange Level/Industry	Interchange Fees	Cap on Interchange	Network Security Fee	Switch Fee
Accel (includes TX, Mpat, Instant Teller)	Petroleum	0.85% of gross tran amt + \$0.175	(none)	(none)	\$0.03
	Retail	0.90% of gross tran amt + \$0.225	(none)	(none)	\$0.03
	Supermarket (MCC 5411)	\$0.355	(none)	(none)	\$0.03
	QSR (MCC 5814)	1.20% of gross tran amount + \$0.185	(none)	(none)	\$0.03
AFFN	QSR (MCC 5814)	1.25% of gross tran amt + \$0.125 (excluding cash back)	\$0.45	(none)	\$0.035
	National / Major Merchant (MCC 5541, 5912, 9399, 5310, 5499, 5542, 7511)	0.60% of gross tran amt + \$0.10 (excluding cash back)	\$0.50	(none)	\$0.035
	Supermarket (MCC 5411, 5300)	\$0.20 (excluding cash back)	(none)	(none)	\$0.035
	Standard / Retailer (All other MCC's)	0.75% of gross tran amt + \$0.15 (excluding cash back)	\$0.80	(none)	\$0.035
Alaska Option		\$0.19	(none)	(none)	\$0.03
Credit Union 24 (CU 24)	Supermarket (MCC 5411, 5300)	\$0.275	(none)	(none)	\$0.03
	Petroleum (MCC 5541, 5542, 7511)	0.75% of gross tran amt + \$0.18	\$9.99	(none)	\$0.03
	QSR (MCC 9814, 5812)	1.25% of gross tran amt + \$0.03	\$0.70	(none)	\$0.03
	All other MCC's	0.85% of gross tran amt + \$0.16	\$0.80	(none)	\$0.03
Interlink¹	Supermarket (MCC 5411)	0.95% of gross tran amt + \$0.20	\$0.35	(none)	\$0.035
	Quasi Cash (MCC 4829, 6051, 7955)	2.30% of gross tran amt + \$0.10	(none)	(none)	\$0.035
	Retail	0.95% of gross tran amt + \$0.20	(none)	(none)	\$0.035
	Petro (MCC 5541, 5542)	0.75% of gross tran amt + \$0.17	\$0.95	(none)	\$0.035
Jeanie	Retail	0.80% of gross tran amt + \$0.185 (including cash back)	\$9.99	(none)	\$0.05
	Supermarket (MCC 5411, 5300)	\$0.35	(none)	(none)	\$0.05
	QSR (MCC 5814)	1.20% of gross tran amt + \$0.185 (including cash back)	\$0.75	(none)	\$0.05
Maestro	Retail	0.90% of gross tran amt + \$0.15	(none)	(none)	\$0.025
	Supermarket/Warehouse (MCC 5411, 5300)	1.05% of gross tran amt + \$0.15	\$0.35	(none)	\$0.025
	QSR (MCC 5499, 5541, 5542, 5814, 7832)	0.75% of gross tran amt + \$0.17	\$0.95	(none)	\$0.025
NYCE	Petroleum	0.85% of gross tran amt + \$0.10	Min. \$0.22, Max. \$0.85	(none)	
	Retail	0.90% of gross tran amt + \$0.12	Min. \$0.21, No Max.	(none)	\$0.0425
	Supermarket (MCC 5411)	0.90% of gross tran amt + \$0.14	Min. \$0.21, Max. \$0.29	(none)	\$0.0425
	QSR (MCC 5814)	1.25%	(none)	(none)	\$0.0425
NYCE Premier Issuer	Petroleum	0.85% of gross tran amt + \$0.15	Min. \$0.27, Max. \$0.90	(none)	\$0.0425
	Retail	0.90% of gross tran amt + \$0.18	Min. \$0.27, No Max.	(none)	\$0.0425
	Supermarket (MCC 5411)	0.90% of gross tran amt + \$0.20	Min. \$0.27, Max. \$0.35	(none)	\$0.0425
	QSR (MCC 5814)	1.25% of gross tran amt + \$0.04	(none)	(none)	\$0.0425
Pulse	Small Ticket	1.55% of gross tran amt	(none)	0.01%	\$0.03
	Retail	0.85% of gross tran amt (including cash back) + \$0.13	(none)	0.01%	\$0.08
	Supermarket (MCC 5411)	\$0.26 (including cash back)	(none)	\$0.005	\$0.08
	Petroleum (MCC 5541, 5542)	0.70% of gross tran amt (including cash back) + \$0.13	\$0.95	0.01%	\$0.08
Shazam	QSR (MCC 5814)	1.25% of gross tran amt (excluding cash back) + \$0.05	(none)	(none)	\$0.04
	Retail	0.75% of gross tran amt (excluding cash back) + \$0.15	(none)	(none)	\$0.04
	Supermarket	\$0.21	(none)	(none)	\$0.04
	Petro (MCC 5541, 5442)	0.75% of tran amt (exclusive of cash back) + \$0.13	(none)	(none)	\$0.04
	Small Ticket (MCC 4111, 7523, 5994, 7211, 7338, 7542, 7832, 7841, 5499, 5814)	1.25% of tran amt (exclusive of cash back) + \$0.05	(none)	(none)	\$0.04

PIN DEBIT INTERCHANGE AND SWITCH FEES					
Pin Debit Network	Interchange Level/Industry	Interchange Fees	Cap on Interchange	Network Security Fee	Switch Fee
Pulse Pay Choice	Retail	0.85% of gross tran amt (including cash back) + \$0.13 +\$0.05	(none)	0.01%	\$0.08
	Supermarket (MCC 5411)	\$0.26 (including cash back) + \$0.05	(none)	\$0.005	\$0.08
Star	QSR (MCC 5814)	1.25% of gross tran amt + \$0.15 (including cash back)	(none)	(none)	\$0.0425
	Retail	0.80% of gross tran amt + \$0.185 (including cash back)	(none)	(none)	\$0.0425
	Supermarket	\$0.275 (including cash back)	(none)	(none)	\$0.0425
	Petro (MCC 5541, 5442)	0.80% of tran amt + \$0.13 (including cash back)	(none)	(none)	\$0.0425
	Small Ticket (MCC 4111, 7523, 5994, 7211, 7338, 7542, 7832, 7841, 5499, 5814)	1.25% of tran amt + \$0.15 (including cash back)	(none)	(none)	\$0.0425
	QSR (MCC 5814)	1.25% of gross tran amt + \$0.225 (including cash back)	(none)	(none)	\$0.0425
All Star	Retail	0.80% of gross tran amt + \$0.26 (including cash back)	(none)	(none)	\$0.0425
	Supermarket	\$0.35 (including cash back)	(none)	(none)	\$0.0425
	Petro (MCC 5541, 5442)	0.80% of tran amt + \$0.205 (including cash back)	(none)	(none)	\$0.0425
	Small Ticket (MCC 4111, 7523, 5994, 7211, 7338, 7542, 7832, 7841, 5499, 5814)	1.25% of tran amt + \$0.225 (including cash back)	(none)	(none)	\$0.0425
International Assessment Fee of 0.40% is assessed to all Non- U.S. issued Interlink transactions.					

This summary is a compilation of documents received from Visa, MasterCard, Discover and Debit Networks. This summary is presented for the convenience of the reader and should not be used as a substitute for reference to the actual payment card brand releases, rules, and other official documents whenever necessary. FDMS shall not be responsible for any inaccurate or incomplete information.

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INTERCHANGE RATE/FEE SCHEDULE

13.13.b

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ACTUAL INTERCHANGE

Page 1 of 6

Your Credit Card and Non-PIN Debit Card Transactions

A significant amount of the fees that we charge you for processing your Credit Card and Non-PIN Debit Card transactions represents charges that we must pay to the Issuing Banks (or that are otherwise charged to us by MasterCard® Visa,® and Discover® Network) under MasterCard, Visa and Discover Network (the "Associations") rules. This amount, called "Interchange," varies based upon a complex series of interchange levels that may apply to the transaction depending upon a number of factors – such as the type of card presented, specific information contained in the transaction, how and when the transaction is processed, your industry, and other factors.

Interchange Fee Schedule

Each Interchange level has an associated Interchange fee that is established by MasterCard, Visa and Discover Network. The schedule below shows the amount of the Interchange Fee that will be assessed for each transaction.

The amount of the Interchange Fee will depend on the type of transaction and the Interchange level at which the transaction is ultimately processed. In order to qualify for any specific Interchange level, you must satisfy certain qualification criteria established by the Associations. The attached Interchange Qualification Matrix identifies the primary qualification criteria for the various Interchange levels.

Please note that the Associations regularly add new Interchange levels, and change the rates and/or qualification criteria. Also note that the Interchange Fees shown below are in addition to any dues or assessments charged by the Associations, as well as any other processing or transaction fees set forth in your fee schedule and/or merchant agreement.

The amount shown under "Rate" is multiplied by the amount of the transaction; the amount shown under "Per Item" is charged per transaction. Both amounts are included in the Interchange Fee.

Non-Qualified Fee Schedule — Interchange Plus Merchants

Refer to the Interchange Qualification Matrix for Clearing Requirements

MasterCard, Visa and Discover Network levels and rates are not all inclusive. The most common clearing levels for this pricing type are listed below. For a complete list, call the number on your merchant statement.

Visa Credit	Rate	Per Item
LAC Chip Issuer	1.20%	\$0.00
Interregional Chip Issuer (includes Electron)	1.20%	\$0.00
Interregional Chip Acquirer (includes Electron)	1.00%	\$0.00
Interregional Electronic (Pre-PS2000 and includes Electron)	1.10%	\$0.00
Domestic Cash Advance	0.00%	\$2.00
Foreign Cash Advance	0.33%	\$1.75
Canada Intra Cash Advance	0.00%	\$1.55
Interregional Infinite	1.97%	\$0.00
Domestic Standard Airlines	2.70%	\$0.10
Interregional Standard (includes Electron)	1.60%	\$0.00
Interregional Commercial Standard	2.00%	\$0.00
Standard - Hotel / Car Rental	2.70%	\$0.10
Domestic Standard Card Not Present	2.70%	\$0.10
Domestic Standard - All Other	2.70%	\$0.10
CPS Supermarket	1.24%	\$0.05
CPS Retail - All Other	1.54%	\$0.10
CPS Retail - Hotel / Car Rental	1.54%	\$0.10
CPS Retail - Pass Trans AIR	1.54%	\$0.10
CPS Passenger Transport AIR	1.70%	\$0.10
Interregional Infinite (US)	2.42%	\$0.00
CPS Hotel (CNP) - Preferred	1.54%	\$0.10
CPS Hotel (Card Present)	1.54%	\$0.10
CPS Car Rental (CNP)- Preferred	1.54%	\$0.10
CPS Car Rental (Card Present)	1.54%	\$0.10
CPS Card Not Present	1.80%	\$0.10
CPS Automated Fuel	1.15%	\$0.25
CPS Retail Hotel/Car - Debit **	0.95%	\$0.20
CPS Retail Key Entered	1.80%	\$0.10
CPS Retail 2 (Emerging Market)	1.43%	\$0.05
Interregional Secure E-Com	1.44%	\$0.00
Interregional Secure E-Com Merchant	1.44%	\$0.00
Interregional Airline - Consumer (US)	1.10%	\$0.00
Interregional Commercial Airline (US)	1.80%	\$0.00
Interregional Airline - Infinite (US)	1.80%	\$0.00
CPS Small Ticket	1.65%	\$0.04
CPS/Rewards 1	1.65%	\$0.10
CPS/Rewards 2	1.95%	\$0.10

Visa Credit	Rate	Per Item
Pass Trans Credit Voucher - All Cards	2.07%	\$0.00
Cons Card Non PassTran Cred Voucher	1.76%	\$0.00
Comm Card Non PassTran Cred Voucher	2.24%	\$0.00
CPS Retail Credit - Tier 1	1.43%	\$0.10
CPS Retail Credit - Tier 3	1.51%	\$0.10
CPS Supermarket Credit - Tier 1	1.15%	\$0.05
CPS Supermarket Credit - Tier 2	1.20%	\$0.05
CPS Supermarket Credit - Tier 3	1.22%	\$0.05
CPS Retail Credit - Tier 2	1.47%	\$0.10
Interregional Premium Card EU Issued	1.80%	\$0.00
Purchase Card Standard	2.95%	\$0.10
Corporate Card AIR Electronic	2.25%	\$0.10
Business Card Standard	2.95%	\$0.10
Signature Card Standard	2.70%	\$0.10
Interregional Merchant Signature	1.80%	\$0.00
Interregional Merchant Infinite	1.80%	\$0.00
Corporate Card Non T&E Electronic	2.25%	\$0.10
Signature Card Electronic	2.30%	\$0.10
Interregional Signature	1.80%	\$0.00
LAC Signature Card	1.80%	\$0.00
Purchase Large Ticket	0.95%	\$35.00
Interregional Purchase Large Ticket	0.95%	\$35.00
GSA Large Ticket	1.20%	\$39.00
Corporate Card Level 2	2.05%	\$0.10
Purchase Card Level 2	2.05%	\$0.10
Purchase Card Level 3	1.80%	\$0.10
CPS Retail Debit - All Other **	0.95%	\$0.20
CPS Retail Debit - Pass Trans **	0.95%	\$0.20
Interregional Premium Card Canada Issued (US)	2.25%	\$0.00
Interregional Premium Card AP Issued (US)	2.25%	\$0.00
Interregional Premium Card LAC Issued (US)	2.25%	\$0.00
Interregional Premium Card CEMEA Issued (US)	2.25%	\$0.00
Interregional Premium Card EU Issued (US)	2.25%	\$0.00
Business Card Level 2	2.05%	\$0.10
Corporate Card - Standard	2.95%	\$0.10
Business Card - Business-to-Business	2.10%	\$0.10
Business Card - Card Not Present	2.25%	\$0.10

*Non-PIN Debit rates apply to U.S. issued consumer debit cards (Check Cards)

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RSA.MVD.S11.1.IC

Packet Pg. 124

Attachment: Interchange_Qualifications_Matrix (054-16 : NISC Payment Agreement)

INTERCHANGE RATE/FEE SCHEDULE

13.13.b

RSA.MVD.S11.1.IC

ACTUAL INTERCHANGE

Page 2 of 6

Visa Credit	Rate	Per Item
Utility Credit Business	0.00%	\$1.50
Utility Credit	0.00%	\$0.75
CPS Restaurant	1.54%	\$0.10
Interregional Bus/Sig.Bus/Corp/Purch/Distribution (US)	2.45%	\$0.00
CPS Retail Service Station	1.15%	\$0.25
GSA Govt. to Govt.	1.65%	\$0.10
Interregional Signature (US)	2.25%	\$0.00
Interregional Electronic (includes Electron)(US)	1.55%	\$0.00
Interregional Issuer Chip		
(includes Issuer Chip Electron)(US)	1.65%	\$0.00
Interregional Airline (includes Airline Electron)(US)	1.55%	\$0.00
Interregional Secure E-Comm		
(includes Secure E-Comm Electron) (US)	1.89%	\$0.00
Interregional E-Comm Merchant		
(includes E-comm Electron) (US)	1.89%	\$0.00
Interregional Standard		
(includes Standard Electron)(US)	2.05%	\$0.00
CPS E Comm Prefer - Pass Trans	1.70%	\$0.10
CPS E Comm Hotel – Preferred	1.54%	\$0.10
CPS E Comm Car Rntl - Preferred	1.54%	\$0.10
CPS E Commerce – Basic	1.80%	\$0.10
CPS E Commerce – Preferred	1.80%	\$0.10
CPS Account Funding	2.14%	\$0.10
EIRF Non CPS- All Other	2.30%	\$0.10
EIRF Non CPS Pass Transport AIR	2.30%	\$0.10
Corporate Card T&E Electronic	2.25%	\$0.10
Interregional Premium Card Canada Issued	1.80%	\$0.00
Interregional Premium Card AP Issued	1.80%	\$0.00
Interregional Premium Card LAC Issued	1.80%	\$0.00
Interregional Premium Card CEMEA Issued	1.80%	\$0.00
MOTO / E Comm Credit Voucher	2.05%	\$0.00

Visa Debit*	Rate	Per Item
Standard Debit - PassTran AIR	1.90%	\$0.25
Standard Debit- Hotel/Car Rental	1.90%	\$0.25
Standard Debit - CNP	1.90%	\$0.25
Standard Debit - All Other	1.90%	\$0.25
CPS Supermarket Debit	0.00%	\$0.35
CPS Retail Debit - All Other**	0.95%	\$0.20
CPS Retail Debit - Hotel / Car Rental **	0.95%	\$0.20
CPS Retail Debit - Pass Transport AIR **	0.95%	\$0.20
CPS Supermarket Debit	0.95%	\$0.20
CPS Pass Transport AIR Debit	1.60%	\$0.15
CPS Hotel (CNP) - Prefer Debit	1.36%	\$0.15
CPS Hotel (Card Present) Debit	1.36%	\$0.15
CPS Car Rental (CNP) - Prefer Debit	1.36%	\$0.15
CPS Car Rental (Card Present) Debit	1.36%	\$0.15
CPS Card Not Present Debit	1.60%	\$0.15
CPS Automated Fuel Debit	0.75%	\$0.17
CPS Retail Debit- Hotel /Car Rental	0.95%	\$0.20
CPS Retail Debit- Key Entered	1.60%	\$0.15
CPS Retail 2 (Emerging Markets) Debit	0.80%	\$0.25
CPS Small Ticket Debit	1.55%	\$0.04
Utility DB	0.00%	\$0.75
CPS Restaurant Debit	1.19%	\$0.10
CPS Retail Service Station Debit	0.75%	\$0.17
CPS Automated Fuel Dispenser Debit Cap	0.00%	\$0.95
CPS Retail Service Station Debit Cap	0.00%	\$0.95
CPS Debt Repayment Debit	0.35%	\$0.50

Visa Credit	Rate	Per Item
Business Card - Retail	2.20%	\$0.10
Corporate Card - Business-to-Business	2.10%	\$0.10
Corporate Card - Card Not Present	2.20%	\$0.10
Corporate Card - Retail	2.10%	\$0.10
Purchase Card - Business-to-Business	2.10%	\$0.10
Purchase Card - Card Not Present	2.55%	\$0.10
Purchase Card - Retail	2.30%	\$0.10
Purchase Card - Electronic with L3 Data	2.65%	\$0.10
Business Card T&E Electronic	2.40%	\$0.10
Business Card AIR Electronic	2.40%	\$0.10
Business Card Non T&E Electronic	2.40%	\$0.10
Purchase Card T&E Electronic	2.65%	\$0.10
Purchase Card AIR Electronic	2.65%	\$0.10
Purchase Card Non T&E Electronic	2.65%	\$0.10
Signature Preferred - Business-to-Business	2.10%	\$0.10
Signature Preferred - Card Not Present	2.40%	\$0.10
Signature Preferred - Retail	2.10%	\$0.10
Signature Preferred - Electronic	2.40%	\$0.10
Signature Preferred - Standard	2.95%	\$0.10
Purchase Card - Retail Fleet	2.30%	\$0.10
International Merchant Signature Preferred	1.97%	\$0.00
Interregional Signature Preferred	1.97%	\$0.00
Signature Preferred - Fuel	1.15%	\$0.25
LAC Chip Issuer	1.20%	\$0.00
Interregional. Chip Issuer	1.20%	\$0.00
Interregional Signature Preferred Airline	1.80%	\$0.00
Interregional Airline (includes Electron)	1.10%	\$0.00
Interregional Super Premium (AP Issued)	2.42%	\$0.00
Interregional Super Premium (CEMEA Issued)	2.42%	\$0.00
Interregional Super Premium (EU Issued)	2.42%	\$0.00
Interregional Super Premium (LAC Issued)	2.42%	\$0.00

Visa Debit*	Rate	Per Item
CPS Tax Payment 1 Debit	0.00%	\$2.50
CPS Tax Payment 2 Debit	0.00%	\$0.00
CPS E Comm Prefer- PassTran Debit	1.60%	\$0.15
CPS E Comm Prefer - Hotel Debit	1.36%	\$0.15
CPS E Comm Prefer - Car Rental Debit	1.36%	\$0.15
CPS E Commerce - Basic Debit	1.60%	\$0.15
CPS E Commerce - Preferred Debit	1.55%	\$0.15
CPS Account Funding Debit	1.75%	\$0.20
EIRF Non CPS Debit - All Other	1.75%	\$0.20
EIRF Non CPS Pass Trans Debit	1.75%	\$0.20
EIRF Fuel Debit Cap	0.00%	\$0.95
CPS Supermarket Debit Tier Cap	0.00%	\$0.35
CPS Supermarket Debit Cap	0.00%	\$0.35
MOTO/E Comm Credit Voucher -Debit	1.87%	\$0.00
Passenger Trans Credit Voucher - Debit	1.18%	\$0.00
Cons NonPassTran Credit Voucher-Debit	1.31%	\$0.00
CPS Retail Debit - Tier I	0.62%	\$0.13
CPS Retail Debit - Tier III	0.92%	\$0.15
CPS Supermarket Debit - Tier I	0.62%	\$0.13
CPS Supermarket Debit - Tier II	0.81%	\$0.13
CPS Supermarket Debit - Tier III	0.92%	\$0.15
CPS Retail Debit - Tier II	0.81%	\$0.13
CPS Retail Debit - All Other	0.95%	\$0.20
CPS Retail Debit - Pass Trans	0.95%	\$0.20

*Non-PIN Debit rates apply to U.S. issued consumer debit cards (Check Cards)

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RSA.MVD.S11.1.IC

Packet Pg. 125

Attachment: Interchange_Qualifications_Matrix (054-16 : NISC Payment Agreement)

INTERCHANGE RATE/FEE SCHEDULE

13.13.b

RSA.MVD.S11.1.IC

ACTUAL INTERCHANGE

Page 3 of 6

MasterCard Credit	Rate	Per Item
Standard	2.95%	\$0.10
LAC Consumer Merchant UCAF	1.44%	\$0.00
Interregional Electronic Plus (US Acquirer)	1.65%	\$0.00
Interregional Standard Plus (US Acquirer)	2.15%	\$0.00
Cash Advance	0.00%	\$2.05
Interregional Cash Advance	0.09%	\$3.60
Merit III	1.58%	\$0.10
World Card Cash Advance	0.00%	\$2.05
Merit I	1.89%	\$0.10
Merit III Passenger Transport	1.58%	\$0.10
Passenger Transport	1.75%	\$0.10
Merit I Passenger Transport (Airline)	1.89%	\$0.10
Standard Passenger Transport	2.95%	\$0.10
Merit I Passenger Railway	1.89%	\$0.10
Supermarket	1.48%	\$0.10
Quick Pay Merit I	1.89%	\$0.10
Merit I Non-Face-to-Face	1.89%	\$0.10
Public Sector	1.55%	\$0.10
LAC Consumer Electronic	1.10%	\$0.00
Canada Intracountry Standard	1.72%	\$0.00
Puerto Rico Intracountry Electronic	1.30%	\$0.00
Petroleum Base	1.90%	\$0.00
Petroleum Base CAP	0.00%	\$0.95
Warehouse Base Non-fuel	0.90%	\$0.00
Bill Payments Merit I Real Estate	1.10%	\$0.00
Convenience Purchases	1.90%	\$0.00
Merit III - Tier 1	1.43%	\$0.10
Merit III - Tier 2	1.48%	\$0.10
Merit III - Tier 3	1.55%	\$0.10
Quick Pay Merit III	1.58%	\$0.10
LAC Consumer Standard	1.60%	\$0.00
Interregional Electronic (Non US Acquirer)	1.10%	\$0.00
Interregional Standard (Non US Acquirer)	1.60%	\$0.00
LAC Consumer Full UCAF	1.54%	\$0.00
Interregional Comm. Purchasing Large Ticket (Non-US Acquirer)	0.90%	\$30.00
Warehouse - Tier 1	0.60%	\$0.00
Interregional Comm Purchasing Data Rate II (Non-US Acquirer)	1.70%	\$0.00
LAC Commercial Standard	2.00%	\$0.00
Supermarket - Tier 1	1.07%	\$0.05
Diners Electronic Interchange	2.00%	\$0.00
Diners Standard Interchange	2.50%	\$0.00
Supermarket - Tier 2	1.15%	\$0.05
Supermarket - Tier 3	1.22%	\$0.05
Utility Credit	0.00%	\$0.65
World Utility	0.00%	\$0.65
TIPS - Lodging	1.58%	\$0.10
TIPS - Vehicle Rental	1.58%	\$0.10
TIPS - Cruise Lines	1.58%	\$0.10
LAC Commercial Purchasing Large Ticket	0.90%	\$30.00
Merchant UCAF	1.58%	\$0.10
Full UCAF	1.68%	\$0.10
LAC Commercial Purchasing Standard	2.00%	\$0.00
LAC Commercial Purchasing Data Rate II	1.70%	\$0.00
World Merchant UCAF	1.77%	\$0.10

MasterCard Credit	Rate	Per Item
World MC Supermarket Base	1.58%	\$0.10
World MC Supermarket Tier 1	1.07%	\$0.05
World MC Warehouse Base	0.90%	\$0.00
World MC Warehouse Tier 1	0.60%	\$0.00
World MC Public Sector	1.55%	\$0.10
World MC Restaurant	1.73%	\$0.10
World MC Service Industries	1.15%	\$0.05
Key Entered	1.89%	\$0.10
Consumer Credit Refund 1	2.42%	\$0.00
Consumer Credit Refund 2	2.09%	\$0.00
E-Comm Merch UCAF (Non US)	1.44%	\$0.00
E-Comm Full UCAF (Non US)	1.54%	\$0.00
E-Comm Merch UCAF (US Loc)	1.99%	\$0.00
E-Comm Full UCAF (US Loc)	2.09%	\$0.00
Merit I Electronic Commerce	1.89%	\$0.10
Issuer Chip - LAC	1.20%	\$0.00
Acquirer Chip - LAC	1.00%	\$0.00
Interregional Elect Plus -Diners	1.65%	\$0.00
Interregional Standard Plus -Diners	2.15%	\$0.00
World MC Standard	2.95%	\$0.10
World MC Merit 1	2.05%	\$0.10
World MC Key-Entered	2.05%	\$0.10
World MC Merit III	1.77%	\$0.10
World MC Merit III Tier 1	1.53%	\$0.10
World MC Convenience Purchases	2.00%	\$0.00
Consumer Credit Refund 3	1.95%	\$0.00
Consumer Credit Refund 4	1.82%	\$0.00
Consumer Credit Refund 5	1.73%	\$0.00
Commercial Standard - Bus	2.95%	\$0.10
Commercial Credit Refund 1	2.37%	\$0.00
Commercial Credit Refund 2	2.30%	\$0.00
Commercial Credit Refund 3	2.21%	\$0.00
Commercial Credit Refund 4	2.16%	\$0.00
Commercial Standard Corp	2.95%	\$0.10
Commercial Standard Fleet at Fuel	2.95%	\$0.10
Business Enhanced Value Data Rate II Petroleum	2.17%	\$0.10
Canada Intra Country Commercial	2.00%	\$0.00
World Merit III Tier 2	1.58%	\$0.10
World Merit III Tier 3	1.65%	\$0.10
World Supermarket Tier 2	1.25%	\$0.05
World Supermarket Tier 3	1.32%	\$0.05
Business Enhanced Value Face-to-Face Petroleum	2.17%	\$0.10
Commercial Standard Purch	2.95%	\$0.10
Warehouse	0.90%	\$0.00
World Bill Payments Merit I Real Estate	1.10%	\$0.00
Commercial Face to Face Purch	2.40%	\$0.10
Commercial Data Rate I Purch	2.65%	\$0.10
Commercial Data Rate II Purch	2.40%	\$0.10
Commercial Data Rate III Purch	1.80%	\$0.10
Business Enhanced Value Data Rate I	2.77%	\$0.10
Commercial T&E I Purch	2.70%	\$0.00
Commercial Large Ticket II Purch	1.25%	\$40.00
Commercial Warehouse Purchase	0.90%	\$0.00
Commercial Large Ticket III Purch	1.25%	\$40.00
Commercial Lg Tkt / DR III Purch	1.25%	\$40.00

*Non-PIN Debit rates apply to U.S. issued consumer debit cards (Check Cards)

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RSA.MVD.S11.1.IC

Packet Pg. 126

Attachment: Interchange_Qualifications_Matrix (054-16 : NISC Payment Agreement)

INTERCHANGE RATE/FEE SCHEDULE

13.13.b

RSA.MVD.S11.1.IC

ACTUAL INTERCHANGE

Page 4 of 6

MasterCard Credit	Rate	Per Item
World Full UCAF	1.87%	\$0.10
World Card - Lodging	2.30%	\$0.10
World Card - Vehicle Rental	2.30%	\$0.10
World Card - Pass Trans	2.30%	\$0.10
World Card - Other	2.30%	\$0.10
World Elite Utilities	0.00%	\$0.75
Emerging Markets	0.80%	\$0.25
Services Industries (SIIP)	1.15%	\$0.05
Commercial T&E III Airline	2.50%	\$0.10
Commercial Large Ticket III Fleet	1.25%	\$40.00
Commercial Face to Face Bus	2.20%	\$0.10
Commercial Data Rate I Bus	2.65%	\$0.10
Commercial Data Rate II Bus	2.20%	\$0.10
Commercial Data Rate III Bus	1.80%	\$0.10
Business Enhanced Value Data Rate II	2.32%	\$0.10
Commercial T&E I Bus	2.50%	\$0.00
Commercial Large Ticket II Bus	1.25%	\$40.00
Commercial Warehouse Bus	0.90%	\$0.00
Commercial Large Ticket III Bus	1.25%	\$40.00
Commercial LgTkt/DR III Bus	1.25%	\$40.00
Commercial T&E II Bus	2.35%	\$0.10
Commercial T&E III Bus	2.30%	\$0.10
Commercial Data Rate II Interregional Purch	2.25%	\$0.00
Business Utility	0.00%	\$1.50
Commercial Large Ticket Interregional Purch	1.45%	\$30.00
Business Enhanced Value Data Rate III	1.92%	\$0.10
Commercial Purchasing Interregional Purch	2.55%	\$0.00
Commercial Face to Face Corp	2.15%	\$0.10
Commercial Data Rate I Corp	2.65%	\$0.10
Commercial Data Rate II Corp	2.15%	\$0.10
Commercial Data Rate III US Corp	1.80%	\$0.10
Business Enhanced Value Face-to-Face	2.32%	\$0.10
Commercial T&E I Corp	2.40%	\$0.00
Commercial Large Ticket II Corp	1.25%	\$40.00
Commercial Large Ticket Interregional Fleet	1.45%	\$30.00
Business Enhanced Value Large Ticket I	1.37%	\$40.00
Commercial Purchasing Interregional Fleet	2.55%	\$0.00
Commercial Warehouse Corp	0.90%	\$0.00
Commercial Large Ticket III Corp	1.25%	\$40.00
Commercial Lg Tkt / DR III Corp	1.25%	\$40.00
Commercial T&E II Corp	2.25%	\$0.10
Commercial T&E III Corp	2.20%	\$0.10
Commercial Data Rate II Petroleum Bus	2.05%	\$0.10
Commercial Data Rate II Petroleum Corp	2.05%	\$0.10
Commercial Data Rate II Petroleum Purch	2.05%	\$0.10
Business Enhanced Value Large Ticket II	1.37%	\$40.00
Commercial Interregional Business	2.55%	\$0.00
Business Enhanced Value Large Ticket III	1.37%	\$40.00
Puerto Rico Intra Commercial	1.85%	\$0.00
Puerto Rico Intra Commercial. Purchase	1.85%	\$0.00
World Petroleum Base	2.00%	\$0.00
World Petroleum Base CAP	0.00%	\$0.95
Commercial Large Ticket Rate I MPG	1.20%	\$0.00
Commercial Large Ticket Rate II MPG	0.90%	\$0.00
Commercial Large Ticket Rate III MPG	0.70%	\$0.00

MasterCard Credit	Rate	Per Item
Commercial T&E II Purch	2.55%	\$0.10
Commercial Data Rate I Fleet	2.65%	\$0.10
Commercial Data Rate II Petroleum Fleet at Fuel	2.05%	\$0.10
Commercial T&E III Purch	2.50%	\$0.10
Commercial Large Ticket Fleet	1.25%	\$40.00
Commercial T&E I Airline	2.70%	\$0.00
Commercial Large Ticket II Fleet	1.25%	\$40.00
Commercial T&E II Airline	2.55%	\$0.10
World Elite Merit I	2.50%	\$0.10
World Elite Key Entered	2.50%	\$0.10
World Elite Merit III	2.20%	\$0.10
World Elite Merit III Tier 1	2.05%	\$0.10
World Elite Merit III Tier 2	2.10%	\$0.10
World Elite Merit III Tier 3	2.15%	\$0.10
World Elite Convenience Purchases	2.00%	\$0.00
World Elite Supermarket Base	1.90%	\$0.10
World Elite Supermarket Tier I	1.07%	\$0.05
World Elite Supermarket Tier 2	1.25%	\$0.05
World Elite Supermarket Tier 3	1.32%	\$0.05
World Elite Warehouse Base	0.90%	\$0.00
World Elite Warehouse Tier 1	0.60%	\$0.00
World Elite Service Industries	1.15%	\$0.05
World Elite Public Sector	1.55%	\$0.10
World Elite Restaurant	2.20%	\$0.10
World Elite T&E-Lodging	2.75%	\$0.10
World Elite Merchant UCAF	2.20%	\$0.10
World Elite Full UCAF	2.30%	\$0.10
World Elite Airlines	2.30%	\$0.10
World Elite - Vehicle Rental	2.75%	\$0.10
World Elite- Other	2.75%	\$0.10
World Elite Petroleum Base	2.00%	\$0.00
World Elite Petroleum Base CAP	0.00%	\$0.95
World Elite T&E Large Ticket	2.00%	\$0.00
World Commercial Face-to-Face Bus	2.37%	\$0.10
Business Enhanced Value Standard	3.07%	\$0.10
World Commercial Standard Bus	3.12%	\$0.10
World Commercial Data Rate III Bus	1.97%	\$0.10
World Commercial Data Rate II Bus	2.37%	\$0.10
World Commercial Data Rate I Bus	2.82%	\$0.10
World Commercial T&E Rate II Bus	2.52%	\$0.10
World Commercial T&E Rate I Bus	2.67%	\$0.00
World Commercial T&E Rate III Bus	2.47%	\$0.10
World Commercial Warehouse Base Bus	0.90%	\$0.00
World Commercial Large Ticket II Bus	1.42%	\$40.00
World Commercial Large Ticket III Bus	1.42%	\$40.00
World Elite Commercial Face-to-Face Bus	2.42%	\$0.10
Business Enhanced Value T & E Rate I	2.62%	\$0.00
World Elite Commercial Standard Bus	3.17%	\$0.10
World Elite Commercial Data Rate III Bus	2.02%	\$0.10
World Elite Commercial Data Rate II Bus	2.42%	\$0.10
World Elite Commercial Data Rate I Bus	2.87%	\$0.10
World Elite Commercial T&E Rate II Bus	2.57%	\$0.10
World Elite Commercial T&E Rate I Bus	2.72%	\$0.00
World Elite Commercial T&E Rate III Bus	2.52%	\$0.10
World Elite Commercial Whse Base Bus	0.90%	\$0.00

*Non-PIN Debit rates apply to U.S. issued consumer debit cards (Check Cards)

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RSA.MVD.S11.1.IC

Packet Pg. 127

Attachment: Interchange_Qualifications_Matrix (054-16 : NISC Payment Agreement)

INTERCHANGE RATE/FEE SCHEDULE

13.13.b

RSA.MVD.S11.1.IC

ACTUAL INTERCHANGE

Page 5 of 6

MasterCard Credit	Rate	Per Item
Commercial Warehouse Tier I	0.60%	\$0.00
Business Enhanced Value Large Ticket I MPG	1.20%	\$0.00
Commercial Warehouse Fleet	0.90%	\$0.00
Puerto Rico Intracountry Premium Standard	1.85%	\$0.00
Business Enhanced Value Large Ticket II MPG	0.90%	\$0.00
Private Label	1.68%	\$0.00
Commercial Face to Face Fleet at Non Fuel	2.50%	\$0.10
Commercial Data Rate II Fleet at Non Fuel	2.50%	\$0.10
Business Enhanced Value Large Ticket III MPG	0.70%	\$0.00
Commercial Face to Face Petroleum Bus	2.05%	\$0.10
Commercial Face to Face Petroleum Corp	2.05%	\$0.10
Commercial Face to Face Petroleum Purch	2.05%	\$0.10
World Elite Standard	3.25%	\$0.10
World Commercial Large Ticket III Corp	1.25%	\$40.00
World Elite Commercial Face-to-Face Corp	2.15%	\$0.10
Business Enhanced Value T & E Rate III	2.42%	\$0.10
World Elite Commercial Standard Corp	2.95%	\$0.10
World Elite Commercial Data Rate III Corp	1.80%	\$0.10
World Elite Commercial Data Rate II Corp	2.15%	\$0.10
World Elite Commercial Data Rate I Corp	2.65%	\$0.10
World Elite Commercial T&E Rate II Corp	2.25%	\$0.10
World Elite Commercial T&E Rate I Corp	2.40%	\$0.00
World Elite Commercial T&E Rate III Corp	2.20%	\$0.10
World Elite Commercial Whse Base Corp	0.90%	\$0.00
World Elite Commercial Lrg Ticket II Corp	1.25%	\$40.00
World Elite Commercial Lrg Ticket III Corp	1.25%	\$40.00
World Comm Large Ticket I/Data Rate III Bus	1.42%	\$40.00
World Elite Comm Large Ticket I/Data Rate III Bus	1.47%	\$40.00
World Comm Large Ticket I/Data Rate III Corp	1.25%	\$40.00
World Elite Comm Large Ticket I/Data Rate III Corp	1.25%	\$40.00
World Commercial Data Rate II Petroleum Bus	2.22%	\$0.10
World Elite Commercial Data Rate II Petroleum Bus	2.27%	\$0.10
World Commercial Data Rate II Petroleum Corp	2.05%	\$0.10
World Elite Commercial Data Rate II Petroleum Corp	2.05%	\$0.10
World Commercial Face-to-Face Petroleum Bus	2.22%	\$0.10
World Elite Commercial Face-to-Face Petroleum Bus	2.27%	\$0.10
World Commercial Face-to-Face Petroleum Corp	2.05%	\$0.10
World Elite Commercial Face-to-Face Petroleum Corp	2.05%	\$0.10
World Business Utility	0.00%	\$1.50
World Elite Business Utility	0.00%	\$1.50
Business Enhanced Value Warehouse Base	0.90%	\$0.00
Business Enhanced Value Warehouse Tier I	0.60%	\$0.00
Commercial Large Ticket Rate I MPG Bus	1.20%	\$0.00
Commercial Large Ticket Rate II MPG Bus	0.90%	\$0.00
Commercial Large Ticket Rate III MPG Bus	0.70%	\$0.00
Commercial Large Ticket Rate I MPG Corp	1.20%	\$0.00
Commercial Large Ticket Rate II MPG Corp	0.90%	\$0.00
Commercial Large Ticket Rate III MPG Corp	0.70%	\$0.00
Commercial Large Ticket Rate I MPG Fleet at Fuel	1.20%	\$0.00
Comm. Large Ticket Rate II MPG Fleet at Fuel	0.90%	\$0.00
Comm. Large Ticket Rate III MPG Fleet at Fuel	0.70%	\$0.00
World Elite Bill Payments Merit I Real Estate	2.20%	\$0.10

MasterCard Credit	Rate	Per Item
World Elite Commercial Lrg Ticket II Bus	1.47%	\$40.00
World Elite Commercial Lrg Ticket III Bus	1.47%	\$40.00
World Commercial Face-to-Face Corp	2.15%	\$0.10
Business Enhanced Value T & E Rate II	2.47%	\$0.10
World Commercial Standard Corp	2.95%	\$0.10
World Commercial Data Rate III Corp	1.80%	\$0.10
World Commercial Data Rate II Corp	2.15%	\$0.10
World Commercial Data Rate I Corp	2.65%	\$0.10
World Commercial T&E Rate II Corp	2.25%	\$0.10
World Commercial T&E Rate I Corp	2.40%	\$0.00
World Commercial T&E Rate III Corp	2.20%	\$0.10
World Commercial Warehouse Base Corp	0.90%	\$0.00
World Commercial Large Ticket II Corp	1.25%	\$40.00
Puerto Rico Intracountry Government	1.00%	\$0.00
Puerto Rico Intracountry Supermarket	1.20%	\$0.00
Puerto Rico Intracountry Emerging Markets	1.00%	\$0.00
Puerto Rico Intracountry Utilities	0.00%	\$0.95
Puerto Rico Intracountry Rapid Payments	1.16%	\$0.00
Puerto Rico Intracountry Charities	0.00%	\$0.00
LAC Premium Acquirer Chip	1.85%	\$0.00
LAC Premium Issuer Chip	1.85%	\$0.00
Enhanced Key Entered	2.04%	\$0.10
Enhanced Supermarket Tier 1	1.07%	\$0.05
Enhanced Supermarket Tier 2	1.15%	\$0.05
Enhanced Supermarket Tier 3	1.22%	\$0.05
Enhanced Utilities	0.00%	\$0.65
Enhanced Travel Industries - Lodging	1.80%	\$0.10
Enhanced Travel Industries - Vehicle Rental	1.80%	\$0.10
Enhanced Travel Industries - Cruise Lines	1.80%	\$0.10
Enhanced Merchant UCAF	1.73%	\$0.10
Enhanced Full UCAF	1.83%	\$0.10
Bill Payments Merit I Insurance	1.43%	\$0.05
World Bill Payments Merit I Insurance	1.43%	\$0.05
World Elite Bill Payments Merit I Insurance	2.20%	\$0.10
Enhanced Bill Payments Merit I Insurance	1.43%	\$0.05
Electronic Payment Account	0.00%	\$0.00
LAC Premium Electronic	1.85%	\$0.00
LAC Premium Full UCAF	1.85%	\$0.00
LAC Premium Merchant UCAF	1.85%	\$0.00
LAC Premium Standard	1.85%	\$0.00
World Comm. Large Ticket Rate I MPG Bus	1.20%	\$0.00
World Comm. Large Ticket Rate II MPG Bus	0.90%	\$0.00
World Comm. Large Ticket Rate III MPG Bus	0.70%	\$0.00
World Elite Comm. Large Ticket Rate I MPG Bus	1.20%	\$0.00
World Elite Comm. Large Ticket Rate II MPG Bus	0.90%	\$0.00
World Elite Comm. Large Ticket Rate III MPG Bus	0.70%	\$0.00
World Commercial Large Ticket Rate I MPG Corp	1.20%	\$0.00
World Commercial Large Ticket Rate II MPG Corp	0.90%	\$0.00
World Commercial Large Ticket Rate III MPG Corp	0.70%	\$0.00
World Elite Comm. Large Ticket Rate I MPG Corp	1.20%	\$0.00
World Elite Comm. Large Ticket Rate II MPG Corp	0.90%	\$0.00
World Elite Comm. Large Ticket Rate III MPG Corp	0.70%	\$0.00

*Non-PIN Debit rates apply to U.S. issued consumer debit cards (Check Cards)

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Packet Pg. 128

Attachment: Interchange_Qualifications_Matrix (054-16 : NISC Payment Agreement)

INTERCHANGE RATE/FEE SCHEDULE

13.13.b

RSA.MVD.S11.1.IC

ACTUAL INTERCHANGE

Page 6 of 6

MasterCard Credit	Rate	Per Item
Business Enhanced Value Utilities	0.00%	\$1.50
Enhanced Standard	2.95%	\$0.10
Enhanced Merit III	1.73%	\$0.10
Enhanced Merit I	2.04%	\$0.10
Enhanced Passenger Transport	1.90%	\$0.10
Enhanced Supermarket Base	1.48%	\$0.10
Enhanced Warehouse Base	0.90%	\$0.00
Enhanced Public Sector	1.55%	\$0.10
Enhanced Petroleum Base	1.90%	\$0.00
Enhanced Petroleum Base CAP	0.00%	\$0.95
Enhanced Bill Payments Merit I Real Estate	1.10%	\$0.00
Enhanced Convenience Purchase	1.90%	\$0.00
Enhanced Merit III Tier 1	1.43%	\$0.10
Enhanced Merit III Tier 2	1.48%	\$0.10
Enhanced Merit III Tier 3	1.55%	\$0.10
Electronic Payment Account Data Rate II	2.40%	\$0.10
Electronic Payment Account Data Rate I	2.65%	\$0.10
Enhanced Warehouse Tier 1	0.60%	\$0.00
Commercial Interregional Non-US	2.00%	\$0.00
Commercial Interregional Purch Non-US Fleet	2.00%	\$0.00
Interregional Electronic Card	1.65%	\$0.00
Commercial Purchasing Interregional Purch	2.00%	\$0.00
Enhanced Service Industry	1.15%	\$0.05
Puerto Rico Intracountry Petroleum	1.16%	\$0.00
Puerto Rico Intracountry Warehouse	0.60%	\$0.00
High Value Petroleum Base	2.00%	\$0.00
High Value T&E Large Ticket	2.00%	\$0.00
High Value Petroleum Base Cap	0.00%	\$0.95
High Value Merit I - Real Estate	2.20%	\$0.10
High Value Merit I - Insurance	2.20%	\$0.10

MasterCard Debit	Rate	Per Item
Standard - DEBIT	1.90%	\$0.25
Merit III - DEBIT	1.05%	\$0.15
Merit I - DEBIT	1.64%	\$0.16
Merit III Pass Transport - DEBIT	1.05%	\$0.15
Passenger Transport - DEBIT	1.60%	\$0.15
Merit I Pass Transport - DEBIT	1.64%	\$0.16
Standard Passenger Transport -DEBIT	1.90%	\$0.25
Merit I ECCB Airlines - DEBIT	1.64%	\$0.16
Supermarket - DEBIT	1.05%	\$0.15
Quick Payment Service - DEBIT	1.64%	\$0.16
Merit I (MOTO) - DEBIT	1.64%	\$0.16
Warehouse Base Non-fuel - DEBIT	1.05%	\$0.15
Bill Payments - (Merit I) Real Estate - DEBIT	1.10%	\$0.00
Small Ticket Tier 1 - DEBIT	1.30%	\$0.02
Merit III Tier 1 - DEBIT	0.70%	\$0.15
Merit III Tier 2 - DEBIT	0.83%	\$0.15
Merit III Tier 3 - DEBIT	0.95%	\$0.15
QPS- Merit III Debit	1.05%	\$0.15
Supermarket Tier Cap - DEBIT	0.00%	\$0.35
Supermarket Cap - DEBIT	0.00%	\$0.35
Warehouse Tier 1 - DEBIT	0.70%	\$0.15
Warehouse Tier 2 - DEBIT	0.83%	\$0.15
Warehouse Tier 3 - DEBIT	0.95%	\$0.15
Supermarket Tier 1 - DEBIT	0.70%	\$0.15
Supermarket Tier 2 - DEBIT	0.83%	\$0.15
Supermarket Tier 3 - DEBIT	0.95%	\$0.15
Utility Debit	0.00%	\$0.45
TIPS Lodging - DEBIT	1.15%	\$0.15
TIPS Vehicle Rental - DEBIT	1.15%	\$0.15

MasterCard Credit	Rate	Per Item
High Value Standard	3.25%	\$0.10
High Value Merit I	2.50%	\$0.10
High Value Key-Entered	2.50%	\$0.10
High Value Merit III	2.20%	\$0.10
High Value Merit III Tier1	2.05%	\$0.10
High Value Merit III Tier 2	2.10%	\$0.10
High Value Merit III Tier 3	2.15%	\$0.10
High Value Convenience Purchases	2.00%	\$0.00
High Value Supermarket Base	1.90%	\$0.10
High Value Supermarket Tier 1	1.07%	\$0.05
High Value Supermarket Tier 2	1.25%	\$0.05
High Value Supermarket Tier 3	1.32%	\$0.05
High Value Warehouse Base	0.90%	\$0.00
High Value Warehouse Tier 1	0.60%	\$0.00
High Value Service Industries	1.15%	\$0.05
High Value Public Sector	1.55%	\$0.10
High Value Restaurant	2.20%	\$0.10
High Value T&E	2.75%	\$0.10
High Value Merchant UCAF	2.20%	\$0.10
High Value Full UCAF	2.30%	\$0.10
High Value Airline	2.30%	\$0.10
High Value Utilities	0.00%	\$0.75
Consumer Super Premium Electronic (US Acquirer)	2.53%	\$0.00
Consumer Super Premium Full UCAF (US Acquirer)	2.53%	\$0.00
Consumer Super Premium Merchant UCAF (US Acquirer)	2.53%	\$0.00
Consumer Super Premium Standard (US Acquirer)	2.53%	\$0.00
Consumer Super Premium Acquirer Chip (US Acquirer)	2.53%	\$0.00
Consumer Super Premium Issuer Chip (US Acquirer)	2.53%	\$0.00
Commercial Supermarket Tier	1.07%	\$0.05
Business Enhanced Value Supermarket Tier	1.07%	\$0.05

MasterCard Debit	Rate	Per Item
TIPS Cruise Lines - DEBIT	1.15%	\$0.15
Merchant UCAF - DEBIT	1.05%	\$0.15
Full UCAF - DEBIT	1.15%	\$0.15
Petroleum CAT/AFD - DEBIT CAP	0.00%	\$0.95
Service Station - DEBIT CAP	0.00%	\$0.95
Emerging Markets - DEBIT	0.80%	\$0.25
Services Indust (SIIP) - DEBIT	1.15%	\$0.05
Small Ticket - DEBIT	1.55%	\$0.04
Restaurant - DEBIT	1.19%	\$0.10
Service Station - DEBIT	0.70%	\$0.17
Petroleum CAT/AFD - DEBIT	0.70%	\$0.17
Key Entered - DEBIT	1.64%	\$0.16
Merit I E Commerce - DEBIT	1.64%	\$0.16
Warehouse Cap - DEBIT	0.00%	\$0.35
Warehouse Tier Cap - DEBIT	0.00%	\$0.35
Consumer Debit Refund 1	1.72%	\$0.00
Consumer Debit Refund 2	1.68%	\$0.00
Consumer Debit Refund 3	1.40%	\$0.00
Puerto Rico Intracountry Consumer Standard Debit	1.25%	\$0.00
Puerto Rico Intracountry Petroleum Debit	1.00%	\$0.00
Puerto Rico Intracountry Warehouse Debit	0.60%	\$0.00
Puerto Rico Intracountry Government Debit	1.00%	\$0.00
Puerto Rico Intracountry Supermarket Debit	1.00%	\$0.00
Puerto Rico Intracountry Emerging Markets Debit	1.25%	\$0.00
Puerto Rico Intracountry Utilities Debit	0.00%	\$0.95
Puerto Rico Intracountry Rapid Payments Debit	1.20%	\$0.00
Puerto Rico Intracountry Charities Debit	0.00%	\$0.00

*Non-PIN Debit rates apply to U.S. issued consumer debit cards (Check Cards)

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Packet Pg. 129

Attachment: Interchange_Qualifications_Matrix (054-16 : NISC Payment Agreement)



The vision to see. The power to do.
www.nisc.cc

NISC/FIRST DATA GATEWAY SELECTION

MERCHANT BUSINESS NAME: Opelika Power Services
 Mailing address: 204 S 7th St
 City, State, Zip: Opelika, AL 36801
 Phone number: 334-705-5170
 Contact name: Rebecca Walls
 Title: Manager of Customer Support
 CR # _____ Estimated "Go Live" date: May 31, 2016

New to credit card acceptance? Circle one: YES or **NO**

of Customers: 13,000

NOTE: If you process credit cards for multiple payment channels (listed below) you will need a "Multiple Location" form completed for each payment mode. One form is included in the packet. Please make copies for each additional merchant account setup.

Merchant account requested for:

☒ Recurring Credit Cards	☒ IVR
☐ Virtual Terminal	☒ Ebill
☒ VeriFone Swipe	☒ Pay Now
☐ Cash Register	☒ Mobile
☐ Kiosk	☐ AppSuite

Credit card (check all that apply):

☒ Visa ☒ MasterCard ☒ Discover ☐ American Express

Select Merchant type: Utility ☒ Telecom _____ Other _____

Select ONE Program

☒ **Standard Program** – Interchange Pass through Program.

☐ **Member Billed** Convenience Fee Model – Fee Charged by Utility

☐ **NISC Billed** Convenience Fee Model – Fee Charged by NISC

NOTE: Selection of **Member Billed** or **NISC billed** indicates that this merchant will be charging a convenience fee to any members for all transactions except face to face and recurring credit cards. This acknowledges there will be **no** registration for Visa Utility program.

Selection of **Standard Program** allows Utility Industry membership registration in Utility Program. Registration process is handled by First Data with Card Industry. All registered members are subject to Visa Compliance audits which may occur to confirm no fee is being charged to any end user.

Internal use only:

NISC Contact: _____
 Email address: _____
 Date Received: _____
 Estimated Utility code assignment (45 to 60 days) _____

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 1 of 3)**COMPLETE SECTIONS (1-7)**Merchant # _____ Loc. 1 of _____**(1) TELL US ABOUT YOUR BUSINESS**

Client (Your Business LEGAL Name): City of Opelika Store #: _____
☐ Same as Legal Name or Provide DBA/Outlet Name: Opelika Power Services First/Last Contact Name: Rebecca Walls
 (No P.O. Box) Address: 204 S 7th St Suite #: _____ City: Opelika State: Al Zip Code: 36801
 Your Business Phone: (334) 705-5172 ☐ Same as Business Phone or Merchant's Customer Service Phone: () _____
 Your Fax Phone: (334) 705-5177 Your Customer Service E-mail Address: _____
 Select One for Retrieval Requests: ☐ (02) Dedicated 24 Hour Fax ☒ (03) No fax; mail

Your Total Cash and Credit Sales: (For All Outlets) \$ 6,327,000 Average Ticket/Sales Amount: \$ 197.63
 Total Annual MC/Visa Volume: (For All Outlets) \$ 6,262,000 Estimated Discover* Network Average Ticket for this Outlet: \$ 145
 Total Discover* Network Volume: (For All Outlets) \$ 65,000 Annual MC/Visa Volume for this Outlet: (For Multiple Outlets Only) \$ 6,262,000
 Highest Ticket Amount \$ 23,065.52 Estimated Discover* Network Annual Sales Vol. for this Outlet: \$ 65,000

(2) PROVIDE MORE BUSINESS DATA

State Incorp. AL Month/Yr. Started: 1854 ☐ Sole Ownership ☐ Partnership ☐ Non Profit/Tax Exempt ☐ Public Corp. ☐ Private Corp. ☐ L.L.C. ☒ Gov't.
 Mag Swipe _____ % + Keyed Manually _____ % = 100% Product/Services You Sell: Electricity/Refuse
 POS Card Present (MAG Swipe and/or Manual Imprint) _____ % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet 100 % = 100%
 Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)
 If yes, give name/address: NISC 1 Innovation Circle Lake St. Louis, MO 63367
 Please identify any Software used for storing, transmitting, or processing Card Transactions or Authorization Requests: NISC Proprietary
 Check one: TIN Type: ☒ EIN (Fed Tax ID #) ☐ SSN No. of Employees: 53

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return) City of Opelika Federal Tax ID#: (as it appears on your income tax return) 63-6001334 ☐ I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

(3) OTHER ENTITLEMENTS

☐ Non-Lic. JCB (EDC) (Existing Acct #) _____ or ☐ JCB License 2809009901
☒ Discover* Network Full Processing
☐ Amer. Exp. _____ or ☐ **ESA 9999999999 Check one: ☐ Single Settle ☐ EDC ☐ PIP ☐ Reverse PIP
 Network: ☐ (206) CARDnet* ☒ () Nashville ☐ () Buypass ☐ Other: _____ Specify Security Code: () _____

(4) DESCRIBE EQUIPMENT DETAILS

Rental • Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Pet	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track/Version/Serial #
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			

NOTE: Any Special Instructions must be included on About Merchant's Business Page.

☐ MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)
☐ Sales Rep. to Train ☐ Installer to Train ☐ No Merchant Training Best Time To Call _____ : _____ ☐ am ☐ pm
 Imprinter Purchase: ☐ Yes ☒ No If Yes, \$ 50.00 x Qty: _____ = \$ _____ (w/o Tax)
☒ First Data Global Gateway (Please send e-mail setup to: ebill@NISC.coop) VAR/Internet/Software: Name: NISC

LEASE COMPANY: (04) First Data Global Leasing Lease Term: _____ Months Annual Tax Handling Fee: \$10.20

Total monthly lease charge: \$ _____ w/o taxes, late fees, or other charges that may apply — See Lease Agreement for details.
 This is a non-cancelable lease for the full term indicated.

CBV(TCK)1505

(5) PROVIDE YOUR OWNER INFORMATION

CBNISC1511

Owner/Partner/Officer Name: Gary Fuller D.O.B.: _____ Social Security #: _____ Home Phone: _____ % of Ownership: _____
 Home Address: 1104 Mockingbird Ln City: Opelika State: Al Zip: 36801 Country: USA
 Owner/Partner/Officer Name: _____ D.O.B.: _____ Social Security #: _____ Home Phone: _____ % of Ownership: _____
 Home Address: _____ City: _____ State: _____ Zip: _____ Country: _____

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 2 of 3)

GBV(TGK)1505

(6) FLAT RATE / IC PLUS / TIER PRICING SCHEDULE

GBNISC Fee 1511

DBA Name: Opelika Power ServicesPricing Type: 024Interchange
Schedule Version: _____

Loc. _____ of _____

Start-Up Fees (One-Time Charge)	
Non-Taxable Fees:	
Application Fee (32I)	\$ 0.00
Reprogramming Fee (31A)	\$ 0.00
Debit Set-up Fee (31B)	\$ 0.00
Misc. Fee (31J)	\$ 0.00
**Equipment Purchase (ACH)	\$ _____
Other: _____ ()	\$ _____
Total Amount	\$ _____ w/o tax

Billed Monthly Fees (If Applicable)	
Service Fee (335)	\$ 0.00
ACH Reject Fee (401)	\$ 25.00
Minimum Processing Fee (954)	\$ 0.00
Wireless Access Fee (399)	\$ _____
FEE PER TID # OF TIDS TOTAL	
\$ _____ x _____ =	\$ 0.00
ClientLine* (32R)	\$ 0.00
Paper Statement Fee (323)	\$ 0.00
Other: _____	\$ _____
Supplies: _____	\$ _____

Compliance Service Fees	
Annual Fee (33R)	\$ 38.75
PCI Non-Validation Fee (42G)	\$ 19.95
((Billed Monthly if PCI Validation is not received within 90 days.))	

PIN Debit	
(Must complete only one of the following fees if PIN Debit is selected)	
Bundled PIN Debit (191, Key 0-593)	\$ _____
OR	
Unbundled PIN Debit (018, Key 0-590, Key 0-593)	\$ 0.00
(plus the applicable network fees)	

**You will be charged the applicable State/City/Local Sales Tax

Bypass Fees	
Datavire Micronode	☐ Yes ☐ No
Datavire Micronode 960-AS Monthly Fee (354)	\$ WAIVED (each)
Authorization Fees	
Voyager (0D0, 0D1, 0DV)	\$ _____
WEX (0B0, 0B1, 0BV)	\$ _____
Other Payment Fees	
Voyager:	
Sales Discount Rate (844)	_____ %
Credit Discount Rate (845)	_____ %

Discount Fees (Based On Gross Transaction Volume)	
Accept <u>all</u> MasterCard, Visa and Discover* Network transactions (presumed, unless any selections below are checked)	
MasterCard Acceptance	Visa Acceptance
☐ Accept MC Credit transactions only	☐ Accept Visa Credit transactions only
☐ Accept MC Non-PIN Debit transactions only	☐ Accept Visa Non-PIN Debit transactions only
Discover Network Acceptance	
☐ Accept Discover Network Credit transactions only	
☐ Accept Discover Network Non-PIN Debit transactions only	
See Section 1.9 of the Program Guide for details regarding limited acceptance. You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).	
Pricing Method:	
MC/Visa/Discover* Network IC Pass Thru	
You will be charged the applicable interchange rate from MasterCard (564), Visa (549), or Discover* Network (521) plus a MasterCard Assessment Fee (273) of 0.11% (MC Assessment Tran Amt >=\$1K (237), an additional 0.02% will be charged per MC settled credit card sale when the transaction amount equals \$1,000 or greater), a Visa Assessment Fee (274) of 0.11%, or a Discover* Network Assessment Fee (234) of 0.105%, plus any other fees indicated on this Service Fee Schedule.	
MC/Visa Authorization and Return Transaction Fee (10A, 10D), (002, 006), (131, 135)	\$ 0.20
Discover Network Authorization and Return Transaction Fee (10J, 016, 788)	\$ 0.20

Internet	
Start-Up Fees	
First Data Global Gateway Set-up Fee (31X)	\$ _____
FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL	\$ 0.00
Internet Set-up Fee (30R)	\$ _____
FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL	\$ 0.00
Billed Monthly Fees	
First Data Global Gateway (31Z)	\$ _____
FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL	\$ 0.00
Internet Service Fee (394)	\$ _____
FEE PER TID \$ _____ x # OF TIDS _____ = TOTAL	\$ 0.00
Transaction/Other Fees	
Internet/First Data Global Gateway	\$ _____
MC, V, Amex, Dis, JCB (03R, 04R, 06I, 07I, 08D, 435)	\$ 0.00

Entitlements	
	AUTHORIZATION CAPTURE
Amer. Express (068)	\$.05
JCB (10M)	\$ 0.00

Other Fees	
Chargeback Fee (205, 725)	\$ 10.00
MC Cross Border Fee USD (605)	_____ .20 %
Visa Foreign Handling Fee (261)	_____ .10 %
MC/Visa/Discover* Network Voice (10B, 10E, 10K)	\$.75
AVS (405, 406, 407, 408)	\$.01
Discover AVS (07A, 07B, 07C, 079)	\$.01
Batch Settlement Fee (227)	\$ 0.00
MC/Visa Access Fee (505, 504)	\$.0075
MC License Volume Fee (818)	0.019 %
Other: _____	\$ _____

Other Payment Fees	
JCB License (754)	_____ %
American Express ESA/Pass Through Fees:**	
**Amex Discount Rate:	_____ %
Amex Transaction Fee:	\$ _____
☐ Amex Monthly Fee:***	\$ 0.00 (Flat Fee)

*Billed separately by American Express.
 **Retail & Restaurant merchants will be charged an additional 0.30% for non-swiped American Express transactions.
 ***Amex Monthly Flat Fee or Discount Rate may apply. An inbound fee of .40% will be applied to any charge made using a card issued by an issuer located outside of the United States.

Note: See Part IV, Section A.3 of the Program Guide for early termination fees.

Amendment to Part IV, Section A.3 of the Program Guide: Notwithstanding any provision to the contrary contained in the Agreement, in the event the Agreement is terminated for any reason, prior to the expiration of the then current term, Client shall not be responsible for payment of the liquidated damages amounts contemplated in this Section.

Attachment: CM 3-01-16, NISC First Data Application #2 (054-16 : NISC Payment Agreement)

MERCHANT PROCESSING APPLICATION AND AGREEMENT (Page 3 of 3)DBA Name: Opelika Power Services

CBV(TCK)1505

(7) AGREEMENT APPROVAL

CBNISC1511

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Interchange Schedule (for card processing services), Program Guide (which includes terms and conditions for each of the services, Operating Procedures, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-7), as modified from time to time in accordance with the provisions of this Agreement and agrees to be bound by all provisions as printed therein. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone and Internet order. However, if Your Application is approved based upon contrary information stated in the Provide More Business Data section above, You are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the Equipment Lease Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement.

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize First Data Merchant Services Corporation and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct First Data Merchant Services Corporation and AXP and AXP agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports on me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. I understand that upon AXP's approval of the application, the entity will be provided with the Agreement and materials welcoming it, either to AXP's program for First Data Merchant Services Corporation to perform services for AXP, or to AXP's standard Card acceptance program, which has different servicing terms (e.g., different speeds of pay). I understand that if the entity does not qualify for the First Data Merchant Services Corporation servicing program, that the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

THIS MERCHANT PROCESSING APPLICATION AND AGREEMENT HAS BEEN EXECUTED ON BEHALF OF AND BY THE AUTHORIZED MANAGEMENT OF CLIENT AS OF THE EFFECTIVE DATE.

Client's Business Principal: (Please sign below)

X Signature _____

Print Name Gary Fuller Date: _____

Title: ☐ President ☐ Vice President ☐ Member L.L.C. ☐ Owner ☐ Partner

☐ Other: Mayor

Service Providers: First Data Merchant Services Corporation (Processor), for itself and, pursuant to limited powers of attorney, both Citicorp Payment Services, Inc. (Bank) and Wells Fargo Bank, N.A. (PIN Debit Sponsor Bank).

X Signature _____

Attachment: CM 3-01-16, NISC First Data Application #2 (054-16 : NISC Payment Agreement)

MERCHANT PROCESSING APPLICATION MULTIPLE LOCATIONS

Loc. _____ of _____

Merchant #: 3 3 4

Tie To # (1st Location): _____

Attached: ☐ Service Fee Schedule

MCC: 4900 (If different from original)

Pricing Type: 024

Statement to: ☐ Outlet ☐ Other: _____

TELL US ABOUT YOUR BUSINESS

Client
(Your Business LEGAL Name): City of Opelika

☐ Same as Legal Name or
Provide DBA/Outlet Name: Opelika Power Services

First/Last Contact Name: Rebecca Walls

Address: (No P.O. Box) 600 Fox Run Pkwy Suite #: _____ City: Opelika State: Al Zip Code: 36801

Your Business Phone: (334) 705-5172

☐ Same as Business Phone or
Merchant's Customer Service Phone: ()

Your Fax Phone: (334) 705-5177

Your Customer Service
E-mail Address: _____

Select One for Retrieval Requests: ☐ (02) Dedicated 24 Hour Fax ☒ (03) No fax; mail

Annual MC/Visa Volume
for this Location: \$ 769,000

Average Ticket/Sales Amount: \$ 245

☐ ATTACH A COPY OF FUNDING CHECK OR BANK
LETTERHEAD/LOGO SIGNED BY A BANK OFFICER
WITH TYPED ABA/DDA. MUST INCLUDE DBA
NAME, BANK NAME AND ADDRESS.

Estimated Discover® Network
Sales Volume for this Location: \$ 8,000

Annual Discover® Network
Average Ticket/Sales Amount: \$ 135

WRITE LOC. _____ OF _____ ON CHECK.

TIN Type: ☐ EIN (Fed Tax ID #) ☐ SSN

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return)

☐ Federal Tax ID#: (as it appears on your income tax return)

☐ I certify that I am a foreign entity/nonresident alien.
(If checked, please attach IRS Form W-8.)

Mag Swipe _____ % + Keyed Manually _____ % = 100% Product/Services You Sell: _____

POS Card Present (MAG Swipe and/or Manual Imprint): _____ % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100%

OTHER ENTITLEMENTS

☐ Non-Lic. JCB (EDC) _____ or ☐ JCB License 2 8 0 9 0 0 9 9 0 1
(Existing Account #)

☐ Discover® Network Full Processing

☐ Amer. Exp. _____ or ☐ ESA 9 9 9 9 9 9 9 9 9 9 Check one: ☐ Single Settle ☐ EDC ☐ PIP ☐ Reverse PIP

Network: ☐ (206) CARDnet® ☒ () Nashville ☐ () Buypass ☐ Other: _____ Specify Security Code: ()

DESCRIBE EQUIPMENT DETAILS

CBNISCSA1505

Rental • Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version / Serial #
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			

☐ MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)

☐ Sales Rep. to Train ☐ Installer to Train ☐ No Merchant Training Best Time To Call _____ : _____ ☐ am ☐ pm

Imprinter Purchase: ☐ Yes ☒ No If Yes, \$ 50.00 x Qty: _____ = \$ _____ (w/o Tax)

☒ First Data Global Gateway (Please send e-mail setup to: eb11@NISC.coop)

VAR/Internet/Software: Name: NISC

Lease Company: ☐ (04) First Data Global Leasing

Attachment: CM 3-01-16, NISC First Data Application #2 (054-16 : NISC Payment Agreement)

MERCHANT PROCESSING APPLICATION **MULTIPLE LOCATIONS** Loc. _____ of _____

Merchant #: 3 3 4 Tie To # (1st Location): _____ Attached: ☐ Service Fee Schedule
 MCC: 4900 (If different from original) Pricing Type: 024 Statement to: ☐ Outlet ☐ Other: _____

TELL US ABOUT YOUR BUSINESS

Client
 (Your Business LEGAL Name): City of Opelika
☐ Same as Legal Name or
 Provide DBA/Outlet Name: Opelika Power Services

First/Last Contact Name: Rebecca Walls

Address:
 (No P.O. Box) 600 Fox Run Pkwy Suite #: _____ City: Opelika State: Al Zip Code: 36801

Your Business Phone: (334) 705-5172 ☐ Same as Business Phone or
 Merchant's Customer Service Phone: () _____

Your Fax Phone: (334) 705-5177 Your Customer Service
 E-mail Address: _____

Select One for Retrieval Requests: ☐ (02) Dedicated 24 Hour Fax ☒ (03) No fax; mail

Annual MC/Visa Volume for this Location: \$ 1,451,000 Average Ticket/Sales Amount: \$ 135 ☐ ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DDA. MUST INCLUDE DBA NAME, BANK NAME AND ADDRESS.

Estimated Discover® Network Sales Volume for this Location: \$ 15,000 Annual Discover® Network Average Ticket/Sales Amount: \$ 95 WRITE LOC. _____ OF _____ ON CHECK.

TIN Type: ☐ EIN (Fed Tax ID #) ☐ SSN

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return)	☐ Federal Tax ID #: (as it appears on your income tax return)	☐ I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)
--	--	--

Mag Swipe _____ % + Keyed Manually _____ % = 100% Product/Services You Sell: _____

POS Card Present (MAG Swipe and/or Manual Imprint): _____ % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100%

OTHER ENTITLEMENTS

☐ Non-Lic. JCB (EDC) _____ or ☐ JCB License 2 8 0 9 0 0 9 9 0 1
 (Existing Account #)

☐ Discover® Network Full Processing

☐ Amer. Exp. _____ or ☐ ESA 9 9 9 9 9 9 9 9 9 9 Check one: ☐ Single Settle ☐ EDC ☐ PIP ☐ Reverse PIP

Network: ☐ (206) CARDnet* ☒ () Nashville ☐ () Buypass ☐ Other: _____ Specify Security Code: () _____

DESCRIBE EQUIPMENT DETAILS

CBNISC1505

Rental • Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track/Version/Serial #
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			

☐ MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)

☐ Sales Rep. to Train ☐ Installer to Train ☐ No Merchant Training Best Time To Call _____ : _____ ☐ am ☐ pm

Imprinter Purchase: ☐ Yes ☒ No If Yes, \$ 50.00 x Qty: _____ = \$ _____ (w/o Tax)

☒ First Data Global Gateway (Please send e-mail setup to: gbill@NISC.coop) VAR/Internet/Software: Name: NISC

Lease Company: ☐ (04) First Data Global Leasing

Attachment: CM 3-01-16, NISC First Data Application #2 (054-16 : NISC Payment Agreement)

IVR

MERCHANT PROCESSING APPLICATION MULTIPLE LOCATIONS

Loc. _____ of _____

Merchant #: 3 3 4

Tie To # (1st Location): _____

Attached: ☐ Service Fee ScheduleMCC: 4900 (If different from original)Pricing Type: 024Statement to: ☐ Outlet ☐ Other: _____**TELL US ABOUT YOUR BUSINESS**

Client

(Your Business LEGAL Name): City of Opelika

☐ Same as Legal Name or
Provide DBA/Outlet Name: Opelika Power Services

First/Last Contact Name: Rebecca Walls

Address:

(No P.O. Box) 600 Fox Run Pkwy

Suite #:

City: Opelika

State: AL

Zip Code: 36801

Your Business Phone: (334) 705-5172

☐ Same as Business Phone or

Merchant's Customer Service Phone: ()

Your Fax Phone: (334) 705-5177

Your Customer Service

E-mail Address:

Select One for Retrieval Requests: ☐ (02) Dedicated 24 Hour Fax ☒ (03) No fax; mailAnnual MC/Visa Volume
for this Location: \$967, 000

Average Ticket/Sales Amount: \$

135☐ ATTACH A COPY OF FUNDING CHECK OR BANK
LETTERHEAD/LOGO SIGNED BY A BANK OFFICER
WITH TYPED ABA/DDA. MUST INCLUDE DBA
NAME, BANK NAME AND ADDRESS.

Estimated Discover® Network

Sales Volume for this Location: \$

10, 000

Annual Discover® Network

Average Ticket/Sales Amount: \$

65

WRITE LOC. _____ OF _____ ON CHECK.

TIN Type: ☐ EIN (Fed Tax ID #) ☐ SSN**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return)

☐ Federal Tax ID #: (as it appears on your income tax return)☐ I certify that I am a foreign entity/nonresident alien.
(If checked, please attach IRS Form W-8.)

Mag Swipe _____ % + Keyed Manually _____ % = 100% Product/Services You Sell: _____

POS Card Present (MAG Swipe and/or Manual Imprint): _____ % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100%

OTHER ENTITLEMENTS☐ Non-Lic. JCB (EDC) _____
(Existing Account #)

or

☐ JCB License 2 8 0 9 0 0 9 9 0 1☐ Discover® Network Full Processing☐ Amer. Exp. _____ or ☐ ESA 9 9 9 9 9 9 9 9 9 9Check one: ☐ Single Settle ☐ EDC ☐ PIP ☐ Reverse PIPNetwork: ☐ (206) CARDnet* ☒ () Nashville ☐ () Buypass ☐ Other: _____ Specify Security Code: ()**DESCRIBE EQUIPMENT DETAILS**

CBNISCSA1505

Rental • Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track/Version/Serial #
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			

☐ MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)☐ Sales Rep. to Train☐ Installer to Train☐ No Merchant TrainingBest Time To Call _____ : _____ ☐ am ☐ pmImprinter Purchase: ☐ Yes ☒ No If Yes, \$ 50.00 x Qty: _____ = \$ _____ (w/o Tax)☒ First Data Global Gateway (Please send e-mail setup to: ebill@NISC.coop)

VAR/Internet/Software: Name: NISC

Lease Company: ☐ (04) First Data Global Leasing

Attachment: CM 3-01-16, NISC First Data Application #2 (054-16 : NISC Payment Agreement)

Ebill

13.13.c

MERCHANT PROCESSING APPLICATION MULTIPLE LOCATIONS

Loc. _____ of _____

Merchant #: 3 3 4

Tie To # (1st Location): _____

Attached: ☐ Service Fee ScheduleMCC: 4900 (If different from original)Pricing Type: 024Statement to: ☐ Outlet ☐ Other: _____**TELL US ABOUT YOUR BUSINESS**

Client

(Your Business LEGAL Name): City of Opelika

☐ Same as Legal Name or
Provide DBA/Outlet Name: Opelika Power Services

First/Last Contact Name: Rebecca Walls

Address:

(No P.O. Box) 600 Fox Run Pkwy

Suite #:

City: Opelika

State: AL

Zip Code: 36801

Your Business Phone: (334) 705-5172

☐ Same as Business Phone or
Merchant's Customer Service Phone: ()

Your Fax Phone: (334) 705-5177

Your Customer Service
E-mail Address:Select One for Retrieval Requests: ☐ (02) Dedicated 24 Hour Fax ☒ (03) No fax; mailAnnual MC/Visa Volume
for this Location:\$ 1,537,000Average Ticket/Sales Amount: \$ 245☐ ATTACH A COPY OF FUNDING CHECK OR BANK
LETTERHEAD/LOGO SIGNED BY A BANK OFFICER
WITH TYPED ABA/DDA. MUST INCLUDE DBA
NAME, BANK NAME AND ADDRESS.

Estimated Discover® Network

Sales Volume for this Location: \$ 16,000

Annual Discover® Network

Average Ticket/Sales Amount: \$ 135

WRITE LOC. _____ OF _____ ON CHECK.

TIN Type: ☐ EIN (Fed Tax ID #) ☐ SSN**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return)

☐ Federal Tax ID# (as it appears on your income tax return)☐ I certify that I am a foreign entity/nonresident alien.
(If checked, please attach IRS Form W-8.)

Mag Swipe _____ % + Keyed Manually _____ % = 100% Product/Services You Sell: _____

POS Card Present (MAG Swipe and/or Manual Imprint): _____ % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100%

OTHER ENTITLEMENTS☐ Non-Lic. JCB (EDC) _____
(Existing Account #)or ☐ JCB License 2 8 0 9 0 0 9 9 0 1☐ Discover® Network Full Processing☐ Amer. Exp. _____ or ☐ ESA 9 9 9 9 9 9 9 9 9 9 Check one: ☐ Single Settle ☐ EDC ☐ PIP ☐ Reverse PIPNetwork: ☐ (206) CARDnet® ☒ () Nashville ☐ () Buypass ☐ Other: _____ Specify Security Code: ()**DESCRIBE EQUIPMENT DETAILS**

CBNISCSA1505

Rental • Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Petr	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track/Version/Serial #
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			

☐ MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)☐ Sales Rep. to Train☐ Installer to Train☐ No Merchant TrainingBest Time To Call _____ : _____ ☐ am ☐ pmImprinter Purchase: ☐ Yes ☒ No If Yes, \$ 50.00 x Qty: _____ = \$ _____ (w/o Tax)☒ First Data Global Gateway (Please send e-mail setup to: ebill@NISC.coop)

VAR/Internet/Software: Name: NISC

Lease Company: ☐ (04) First Data Global Leasing

Attachment: CM 3-01-16, NISC First Data Application #2 (054-16 : NISC Payment Agreement)

Pay Now

13.13.c

MERCHANT PROCESSING APPLICATION MULTIPLE LOCATIONS

Loc. _____ of _____

Merchant #: 3 3 4

Tie To # (1st Location): _____

Attached: ☐ Service Fee Schedule

MCC: 4900 (If different from original)

Pricing Type: 024

Statement to: ☐ Outlet ☐ Other: _____

TELL US ABOUT YOUR BUSINESS

Client

(Your Business LEGAL Name): City of Opelika

☐ Same as Legal Name or
Provide DBA/Outlet Name: Opelika Power Services

First/Last Contact Name: Rebecca Walls

Address: (No P.O. Box) 600 Fox Run Pkwy Suite #: _____ City: Opelika State: Al Zip Code: 36801

Your Business Phone: (334) 705-5172

☐ Same as Business Phone or
Merchant's Customer Service Phone: ()

Your Fax Phone: (334) 705-5177

Your Customer Service
E-mail Address: _____

Select One for Retrieval Requests: ☐ (02) Dedicated 24 Hour Fax ☒ (03) No fax; mail

Annual MC/Visa Volume
for this Location: \$ 577, 000

Average Ticket/Sales Amount: \$ 245

☐ ATTACH A COPY OF FUNDING CHECK OR BANK
LETTERHEAD/LOGO SIGNED BY A BANK OFFICER
WITH TYPED ABA/DDA. MUST INCLUDE DBA
NAME, BANK NAME AND ADDRESS.

Estimated Discover® Network
Sales Volume for this Location: \$ 6, 000

Annual Discover® Network
Average Ticket/Sales Amount: \$ 135

WRITE LOC. _____ OF _____ ON CHECK.

TIN Type: ☐ EIN (Fed Tax ID #) ☐ SSN

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return)

☐ Federal Tax ID#: (as it appears on your income tax return)

☐ I certify that I am a foreign entity/nonresident alien.
(If checked, please attach IRS Form W-8.)

Mag Swipe _____ % + Keyed Manually _____ % = 100% Product/Services You Sell: _____

POS Card Present (MAG Swipe and/or Manual Imprint): _____ % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100%

OTHER ENTITLEMENTS

☐ Non-Lic. JCB (EDC) _____ or ☐ JCB License 2 8 0 9 0 0 9 9 0 1
(Existing Account #)

☐ Discover® Network Full Processing

☐ Amer. Exp. _____ or ☐ ESA 9 9 9 9 9 9 9 9 9 9 Check one: ☐ Single Settle ☐ EDC ☐ PIP ☐ Reverse PIP

Network: ☐ (206) CARDnet® ☒ () Nashville ☐ () Buypass ☐ Other: _____ Specify Security Code: ()

DESCRIBE EQUIPMENT DETAILS

CBNISCSA1505

Rental • Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Pet	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track/Version/Serial #
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			

☐ MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)

☐ Sales Rep. to Train ☐ Installer to Train ☐ No Merchant Training Best Time To Call _____ : _____ ☐ am ☐ pm

Imprinter Purchase: ☐ Yes ☒ No If Yes, \$ 50.00 x Qty: _____ = \$ _____ (w/o Tax)

☒ First Data Global Gateway (Please send e-mail setup to: ebill@NISC.coop)

VAR/Internet/Software: Name: NISC

Lease Company: ☐ (04) First Data Global Leasing

Attachment: CM 3-01-16, NISC First Data Application #2 (054-16 : NISC Payment Agreement)

Mobile

13.13.c

MERCHANT PROCESSING APPLICATION MULTIPLE LOCATIONS

Loc. _____ of _____

Merchant #: 3 3 4

Tie To # (1st Location): _____

Attached: ☐ Service Fee ScheduleMCC: 4900 (If different from original)Pricing Type: 024Statement to: ☐ Outlet ☐ Other: _____**TELL US ABOUT YOUR BUSINESS**

Client

(Your Business LEGAL Name): City of Opelika

☐ Same as Legal Name or
Provide DBA/Outlet Name: Opelika Power Services

First/Last Contact Name: Rebecca Walls

Address:

(No P.O. Box) 600 Fox Run Pkwy

Suite #:

City: Opelika

State: AL

Zip Code: 36801

Your Business Phone: (334) 705-5172

☐ Same as Business Phone or
Merchant's Customer Service Phone: ()

Your Fax Phone: (334) 705-5177

Your Customer Service
E-mail Address:Select One for Retrieval Requests: ☐ (02) Dedicated 24 Hour Fax ☒ (03) No fax; mailAnnual MC/Visa Volume
for this Location:\$ 961, 000Average Ticket/Sales Amount: \$ 245☐ ATTACH A COPY OF FUNDING CHECK OR BANK
LETTERHEAD/LOGO SIGNED BY A BANK OFFICER
WITH TYPED ABA/DDA. **MUST** INCLUDE DBA
NAME, BANK NAME AND ADDRESS.

Estimated Discover® Network

Sales Volume for this Location: \$ 10, 000

Annual Discover® Network

Average Ticket/Sales Amount: \$ 135

WRITE LOC. _____ OF _____ ON CHECK.

TIN Type: ☐ EIN (Fed Tax ID #) ☐ SSN**NOTE:** Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations (See Part IV Section A.4 of your Program Guide for further information.)

Name (as it appears on your income tax return)

☐ Federal Tax ID#: (as it appears on your income tax return)☐ I certify that I am a foreign entity/nonresident alien.
(If checked, please attach IRS Form W-8.)

Mag Swipe _____ % + Keyed Manually _____ % = 100% Product/Services You Sell: _____

POS Card Present (MAG Swipe and/or Manual Imprint): _____ % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100%

OTHER ENTITLEMENTS☐ Non-Lic. JCB (EDC) _____
(Existing Account #)

or

☐ JCB License 2 8 0 9 0 0 9 9 0 1☐ Discover® Network Full Processing☐ Amer. Exp. _____ or ☐ ESA 9 9 9 9 9 9 9 9 9 9Check one: ☐ Single Settle ☐ EDC ☐ PIP ☐ Reverse PIPNetwork: ☐ (206) CARDnet® ☒ () Nashville ☐ () Buypass ☐ Other: _____ Specify Security Code: ()**DESCRIBE EQUIPMENT DETAILS**

CBNISCSA1505

Rental • Purchase Customer-Owned Lease (circle one)	QTY	IP	Equipment Type (i.e. Terminal/VAR/Internet)	Retail • Restaurant • MOTO/Internet Lodging • Supermarket • Car Rental Quick Service Restaurant • Pet	Model Code and Name	Unit Price w/o Tax	For Customer-Owned Equipment Track / Version / Serial #
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			
R P C L		☐		R Re MOTO/I L S C QSR P			

☐ MAG to Train (or receive training via phone, dial 1-800-558-7101 Opt. #1, M-F 8:00 am - 10:00 pm EST & Sat. 10:00 am - 7:00 pm EST)☐ Sales Rep. to Train☐ Installer to Train☐ No Merchant TrainingBest Time To Call _____ : _____ ☐ am ☐ pmImprinter Purchase: ☐ Yes ☒ No If Yes, \$ 50.00 x Qty: _____ = \$ _____ (w/o Tax)☒ First Data Global Gateway (Please send e-mail setup to: gblil@NISC.coop)

VAR/Internet/Software: Name: NISC

Lease Company: ☐ (04) First Data Global Leasing

Attachment: CM 3-01-16, NISC First Data Application #2 (054-16 : NISC Payment Agreement)

MERCHANT PROCESSING CREDIT ADDENDUM

Client's DBA Name: Opelika Power Services

OTHER ENCLOSURES (Check)

- Financial Statements (2 years most recent) required for:

☐ Low to Moderate Risk	\$3MM or greater
☒ Mail/Telephone Order	\$1MM or greater and exceeding percentage requirements
☐ Business To Business	\$1MM or greater
☒ Internet	\$1MM or greater
- Method of Advertising:

☐ Catalog	☐ Brochure/Direct Mail	☐ TV/Radio	☐ Internet
(Attach at least one)	☐ Phone	☐ Newspaper/Journal	☐ Other (specify) _____
- Brochures/Marketing Materials/Advertisement required for:

☐ Mail/Telephone Order (exceeds percentage requirement)
☐ Business to Business (exceeds percentage requirement)
- Internet (Required):

☐ Web Page Attached - OR -
☒ List Web Site Address: <u>www.opelikapower.com</u>
- Other: ☐ _____

BUSINESS PREMISES

Are Your Business Premises: ☐ Owned ☐ Rented If rented, please complete the following: Renting Since: ____ / ____ Lease Expires: ____ / ____

Landlord Name: _____ First / Last Contact Name: _____ Phone: () _____

SUPPLIER REFERENCES

- | | | | |
|--|---|------------------------------------|----------------------------------|
| ☐ Low to Moderate Risk \$3MM or greater | ☐ Business to Business | ☐ High Risk | ☐ Tier II |
|--|---|------------------------------------|----------------------------------|
- Business Name: Opelika Bolt LLC Product/Service Purchased: Materials
 Contact/Account #: Opelika City Phone: (800) 448-4151 city: Dothan State/Zip: Al 36302
 - Business Name: H D Supply Utilities LTD Product/Service Purchased: Materials
 Contact/Account #: City of Opelika Phone: (800) 898-7771 city: Orlando State/Zip: Fl 32802
 - Business Name: Dorns Auto Parts LLC Product/Service Purchased: Materials
 Contact/Account #: City of Opelika Phone: (334) 745-5786 city: Opelika State/Zip: Al 36803

MAIL/TELEPHONE ORDER / BUSINESS TO BUSINESS / INTERNET INFORMATION CBNISCS1505

(All Questions Must Be Answered)

- What % of total sales represent business to business (vs. business to consumer)? Business to Business _____ % + Business to Consumer 100 % = 100 % (total sales)
- What % of bankcard sales represent business to business (vs. business to consumer)? Business to Business _____ % + Business to Consumer 100 % = 100 % (bankcard sales)
- Time frame from transaction to delivery:
 % of orders delivered in: 0-7 days 100 % + 8-14 days _____ % + 15-30 days _____ % + over 30 days _____ % = 100 %
- MC/Visa/Discover sales are deposited (check one): ☐ Date of order ☒ Date of delivery ☐ Other (specify): _____
- Who performs product/service fulfillment? Direct ☒ ? Vendor _____ ? If Vendor, add name, address, phone. ☐ Other (specify): _____

Describe how the transaction works, from order taking to merchant fulfillment (attach add'l sheet, if necessary): _____

Cards accepted for payment of Utility Services

6. Does any of your cardholder billing involve automatic renewals or recurring transactions (i.e., cardholder authorizes initial sale only)? ☒ Yes ☐ No

Comments: _____

ABOUT MERCHANT'S BUSINESS

Bank Code: 3 3 4 Merchant ID: _____ Bypass Merchant #: _____
☐ TR ☐ TU

DBA NAME O P E L I K A P O W E R S E R V I C E S (24 characters)

BANKING INFORMATION

First/Last Contact Name: _____ Phone Number: () _____

☐ ATTACH A COPY OF FUNDING CHECK OR BANK LETTERHEAD/LOGO SIGNED BY A BANK OFFICER WITH TYPED ABA/DDA. **MUST** INCLUDE BANK NAME AND ADDRESS. Sales Lead Tracking #: _____

CHECKLIST INFORMATION

Regional Office Received Date: ____/____/____ MCC: 4900 Merchant Type: 6 0 0 0 RELM: RAS

Pricing Grid # _____ ☒ Special Pricing Model ☐ Association Grid ☐ Linkback # _____ NRPT: _____ NCPT: _____

Sales Support ID: G A L L Rep. # C D P R Print Sales Rep. Name: Sean McMahon Initial: _____ Office Admin.: _____

HIERARCHY: Bank: 3 3 4 9 8 0 0 2 8 8 8 Agent: 3 3 4 9 7 0 1 2 9 8 8 1

Corp.: 3 3 4 9 6 0 0 2 4 8 8 6 Chain: _____ Bypass FIID: _____

CLIENT VISITATION

- | | | |
|---|---|---|
| <p>☐ Visit Not Required (Lic. Professional)</p> <p>1. Zone:
☒ Business District ☐ Industrial ☐ Residential</p> <p>2. Location: ☐ Mall ☐ Shopping Area ☐ Isolated
☒ Office ☐ Apartment ☐ Home
☐ Other: _____</p> <p>3. Seasonal: ☒ No ☐ Yes, Mos. In Operation: _____
Mos. Open Between _____ to _____</p> <p>4. External Facility Description (# of Levels/Floors):
☒ 1 ☐ 2-4 ☐ 5-10 ☐ 11 plus</p> <p>5. Merchant Occupies: ☐ Ground Floor ☒ Other: <u>All</u></p> <p>6. Remaining Floor(s) Occupied by: <u>N/A</u>
☐ Residential ☐ Commercial ☐ Combination</p> | <p>7. Advertising Name Displayed:
☐ Window ☒ Door ☐ Store Front</p> <p>8. Approx. Square Footage:
☐ 0-250 ☐ 251-500 ☒ 501-2,000 ☐ 2,001+</p> <p>9. # of Registers: _____</p> <p>10. Return Policy: ☒ Full Refund ☐ Exchange Only ☐ None</p> <p>11. Do you have a refund policy for your MC/Visa/Discover sales? ☒ Yes ☐ No If yes, Check one:
☐ Exchange ☐ Store Credit ☒ MC/Visa Credit
If MC/Visa/Discover Credit, within how many days do you submit credit transactions?
☒ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14 days</p> <p>12. Merchant's E-Mail Address: (required for IP or TeleCheck TRS)
<u>ebill@NISC.coop</u></p> | <p>13. Proper License Visible (Liquor, Tax ID, etc.):
☐ Yes ☐ No, explain: _____</p> <p>14. Your Previous Processor: _____</p> <p>15. Your Previous Merchant #: _____</p> <p>16. Check Reason for Changing:
☐ Rate ☐ Service ☐ Terminated
☐ Other: _____</p> <p>17. Do You Have Previous Processor MC/Visa/Discover Statements? ☐ Yes ☐ No</p> <p>18. Are customers required to leave a deposit?
☐ Yes ☐ No If Yes, % of deposit required: _____%
Time Frame for Delivery: _____ Days</p> |
|---|---|---|

Comments to Credit Officer/Other Depository/Primary Savings
 Account Number and Additional Information (40 Characters): _____

MAIL STATEMENTS / DOCUMENTS TO ADDRESS (IF DIFFERENT FROM DBA)

MAIL STATEMENTS TO OUTLET or: (circle one) 02 = Stmt to Bill To/No Recap 07 = Suppress Stmt (No Stmt) 08 = Produce Recap, No Stmt 09 = Bill to Address/Stmt and Recap (If circled, please complete address below)

Your Head Office/ Bill To Name: <u>City of Opelika</u> Address: <u>204 S 7th St.</u>	First/Last Contact Name: <u>Jon Hayes</u> Suite # _____ City: <u>Opelika</u>	Phone Number: (<u>334</u>) <u>705-5182</u> State: <u>AL</u> Zip: <u>36801</u>
--	--	---

ON YOUR BUSINESS ACCOUNT CHECK
 CHECKING STATEMENT ROLLUP: (circle one) 0 = Each Transfer ① = Debit/Credit Grouped (By Category) 2 = Net Transfer Amount Only 3 = Net Transfer EOM Fee Combined

PROCESSING INFORMATION

CBNISC1505

- | | |
|--|---|
| <p>1. Processing mode: ☒ EDC ☐ Paper Voice ☐ Tape ☐ ECR ☐ Paper Terminal</p> <p>2. Bank will fund: ☒ Outlet ☐ Head Office</p> <p>3. Ship Equipment and Welcome Packet to (check one): ☐ Outlet ☐ Head Office ☒ Other, give mailing information below ☐ No Welcome Packet and Supplies ☐ No Welcome Packet</p> | <p>4. # of Plates: _____ Long _____ Short</p> <p>5. Fire Safety Act: ☐ Yes ☐ No</p> |
|--|---|

Name: _____ Address: <u>One Innovation Circle</u>	First/Last Contact Name: <u>Jeannie Tackett</u> City: <u>Lake St. Louis</u> State: <u>MO</u> Zip: <u>63367</u>
---	--

7. Debit Bill Payment Transaction Type: ☐ Internet ☐ VRU ☐ Recurring ☐ Call Center Sponsoring Debit Network: ☐ NYCE ☐ Pulse ☐ Star

8. Additional Terminal Features: (Check all that apply to ensure timely terminal programming)

- | <p>☐ Auto Settle Time <u>hh ET</u> (military)</p> <p>☐ Bar Tab</p> <p>☐ Clerk / Server Entry</p> <p>☐ Debit Cash Back</p> <p>Delayed Ship Date: ____/____/____</p> <p>☐ Dial Prefix: ☐ Dial 9 ☐ Other: _____</p> <p>☐ Dial Suffix: _____</p> <p>☐ E-Commerce</p> <p>☐ If IP (List Current Provider)</p> | <p>☐ QSR-CR/SMT (Convenience/Small Ticket)</p> <p>☐ QSR Print Option</p> <p>☐ Invoice Number</p> <p>☐ Multi-Trans (PC/Registar/Software only)</p> <p>☐ No Server/Ticket ID</p> <p>☐ Remove Room # Prompt</p> <p>☐ Remove Ticket # Prompt</p> | <p>☐ Retail Gas</p> <p>☐ Retail With Tip</p> <p>☐ Ship Method (Overnight)</p> <p>☐ Tip % Option</p> <p>☐ Verify Amount Prompt</p> <p>☐ Partial Approval</p> <p>☐ Purchase w/ Balance Return</p> <p>☐ Standalone</p> | <p>Balance Inquiry</p> <p>☐ Amex Prepaid Program Preference (Choose One)</p> <p>☐ Partial Auth</p> <p>☐ Balance Back</p> <p>☐ Other _____</p> <p>PINPad:</p> <p>☐ DES Encryption</p> <p>☐ DUKPT</p> <p>☐ Access Code # _____</p> | <p>Terminal Features: (Cont.)</p> <table border="0"> <tr> <th></th> <th>Key Disable</th> <th>Password Protect</th> </tr> <tr> <td>Credits</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Voids</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Forces</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Reviews</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Bal/Settle</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Auth Only</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Reports</td> <td>☐</td> <td>☐</td> </tr> <tr> <td>Tip Adjustment</td> <td>☐</td> <td>☐</td> </tr> </table> | | Key Disable | Password Protect | Credits | ☐ | ☐ | Voids | ☐ | ☐ | Forces | ☐ | ☐ | Reviews | ☐ | ☐ | Bal/Settle | ☐ | ☐ | Auth Only | ☐ | ☐ | Reports | ☐ | ☐ | Tip Adjustment | ☐ | ☐ |
|---|---|---|---|--|--|-------------|------------------|---------|--------------------------|--------------------------|-------|--------------------------|--------------------------|--------|--------------------------|--------------------------|---------|--------------------------|--------------------------|------------|--------------------------|--------------------------|-----------|--------------------------|--------------------------|---------|--------------------------|--------------------------|----------------|--------------------------|--------------------------|
| | Key Disable | Password Protect | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Credits | ☐ | ☐ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Voids | ☐ | ☐ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Forces | ☐ | ☐ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Reviews | ☐ | ☐ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bal/Settle | ☐ | ☐ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Auth Only | ☐ | ☐ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Reports | ☐ | ☐ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tip Adjustment | ☐ | ☐ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Comments: _____
 (NOTE: Completing the Comments field will result in a 48 hour terminal programming delay)

AMENDMENT 1 OF THE MERCHANT PROCESSING APPLICATION AND AGREEMENT

This Amendment 1 is made and entered into by and between First Data Merchant Services, Inc., Citicorp Payment Services, Inc., (collectively, "Servicers") and Opelika Power Services and having office located at 600 Fox Run Pkwy Opelika, AL 36801, ("Client") as of this _____ day of _____, 20____, to amend and supplement that certain Merchant Processing Application and Agreement between the parties dated _____, 20____ (the "Agreement"). In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Servicers and Client do hereby agree as follows:

- I. **Amendment of Early Termination Fees.** Section 38.3 or Part IV, Section A.3 of the Agreement, as applicable, is hereby amended as follows:

Notwithstanding any provision to the contrary contained in the Agreement, in the event the Agreement is terminated for any reason, prior to the expiration of the then-current term, Client shall not be responsible for payment of the liquidated damages amounts contemplated in this Section.

- II. **Agreement Confirmation.** Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be duly executed by their authorized officers, all as of the day and year first written above.

(Client's Business Principal Signature)

For First Data Merchant Services Corporation
and, pursuant to limited Power of Attorney, for
Citicorp Payment Services, Inc. (an operating
subsidiary of Citibank, N.A.):

BY (Print): Gary Fuller
TITLE: Mayor
DATE: _____

BY: _____
TITLE: _____
DATE: _____

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you. From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck and/or its affiliate, TRS. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

1. Your Discount Rates are assessed on transactions that qualify for certain reduced interchange rates imposed by MasterCard and Visa. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 18 of the Program Guide).
2. We may debit your bank account from time to time for amounts owed to us under the Agreement.
3. There are many reasons why a Chargeback may occur. When they occur we will debit your settlement funds or settlement account. For a more detailed discussion regarding Chargebacks see Section 10 of Card Processing Operating Guide or see the applicable provisions of the TeleCheck Services Agreement.
4. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
5. The Agreement limits our liability to you. For a detailed description of the limitation of liability see Section 20 of the Card Processing General Terms; or Sections 1.17 and 1.28 of the TeleCheck/TRS Services Agreement; or Section 6.11 of the TRS Services Agreement.
6. We have assumed certain risks by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 23, Term; Events of Default and Section 24, Reserve Account; Security Interest), (see TeleCheck/TRS Services Agreement in Sections 1.1, 1.3.2, 1.3.9, 1.5.2, 1.5.7, 1.7.2, 1.7.10, 1.8.2, 1.8.8, 1.9, and 1.10) (see Section 6.4 of the TRS Services Agreement), under certain circumstances.
7. By executing this Agreement with us you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
8. The Agreement contains a provision that in the event you terminate the Agreement early, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 1.38 of the TeleCheck/TRS Services Agreement.
9. If you lease equipment from Processor, it is important that you review Section 1 in Third Party Agreements. **THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED.**

10. Association Disclosure

Visa and MasterCard Member Bank Information: Citicorp Payment Services, Inc.

The Bank's mailing address is 50 Northwest Point Blvd., Elk Grove Village, IL 60007, and its phone number is 224-222-2000.

Important Member Bank Responsibilities:

- a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.
- b) The Bank must be a principal (signer) to the Merchant Agreement.
- c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard rules with which Merchants must comply; but this information may be provided to you by Processor.
- d) The Bank is responsible for and must provide settlement funds to the Merchant.
- e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities:

- a) Ensure compliance with Cardholder data security and storage requirements.
- b) Maintain fraud and Chargebacks below Association thresholds.
- c) Review and understand the terms of the Merchant Agreement.
- d) Comply with Association rules.

Print Client's Business Legal Name: City of Opelika

By its signature below, Client acknowledges that it has received the Interchange Qualification Matrix (version IQM.MYD.S10.1 or _____) and complete Program Guide (version CBV(TCK)1305) consisting of 46 pages (including this confirmation).

Client further acknowledges reading and agreeing to all terms in the Program Guide, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM GUIDE WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

X _____

Gary Fuller

Please Print Name of Signer

Mayor

Title

Date

RESOLUTION NO. 055-16

Special Appropriation to Envision Opelika - Unity Stampede Run.**RESOLUTION NO. _____**

WHEREAS, the Opelika City Council appreciates and fully supports Envision Opelika and the various projects they are currently involved with, and

WHEREAS, Envision Opelika is now in need of additional funds to assist with their 2016 Unity Stampede Walk/Run with all the proceeds being used to fund Character Education, scholarships to Southern Union and promote healthy life styles in the community, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilman Larry Gray Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 each agrees to appropriate \$250.00 from their respective discretionary fund, to assist with funding the 2016 Unity Stampede Walk-Run event.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a municipal corporation, as follows:

1. The City Council approves a special appropriation of \$1,250.00 to Envision Opelika to assist with the cost of the 2016 Unity Stampede Walk-Run event.
2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move the discretionary funds as detailed below to the appropriate account(s):

Patricia Jones	Ward 1	Reserve fund	\$ 250.00
Larry Gray	Ward 2	Current year	\$ 250.00
Dozier Smith T	Ward 3	Current year	\$ 250.00
Eddie Smith	Ward 4	Reserve fund	\$ 250.00
David Canon	Ward 5	Reserve fund	\$ 250.00

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the

appropriate documents so that a check for \$1,250.00 payable to Envision Opelika Foundation can be prepared and delivered with said funds being earmarked and designated for the 2016 Unity Stampede Walk-Run event.

APPROVED and ADOPTED this the ____ day of _____, 2016.

C. E. “Eddie” Smith, Jr.

President City Council

City of Opelika, Alabama

Attest:

RESOLUTION NO. 056-16

Special Appropriation to Boy Scouts of America.**RESOLUTION NO. _____**

WHEREAS, the City of Opelika and the Opelika City Council appreciates and fully supports the various activities and programs of the Chattahoochee Council Boy Scouts of America, and

WHEREAS, the Boy Scouts of America is in need of additional funding to assist in covering the expenses involved in their annual Distinguished Citizen of the Year banquet, and

WHEREAS, the City Council wishes to appropriate the total of \$1,000.00 from their discretionary funds to assist in covering the various expenses involved with the Distinguished Citizen of the Year banquet.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a municipal corporation, as follows:

1. The City Council hereby approves a special appropriation of \$1,000.00 with each City Council member contributing as detailed below, to assist in covering the expenses involved with the Boy Scouts of America annual Distinguished Citizen of the Year banquet:

Patricia Jones	Ward 1	Reserve fund	\$200.00
Larry Gray	Ward 2	Current year account	\$200.00
Dozier Smith T	Ward 3	Current year account	\$200.00
Eddie Smith	Ward 4	Reserve fund	\$200.00
David Canon	Ward 5	Reserve fund	\$200.00

2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move \$1,000.00 as detailed in number 1. above to the appropriate account.

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$1,000.00 payable to the Chattahoochee Council Boy Scouts of America and earmarked for the annual Distinguished Citizen of the Year Banquet may be prepared and mailed.

APPROVED and ADOPTED this the ____ day of _____, 2016.

C. E. "Eddie" Smith, Jr.
President of the City Council
City of Opelika, Alabama

Attest:

Robert G. Shuman, CMC
City Clerk - Treasurer

RESOLUTION NO. 057-16

Special Appropriation to the Exceptional Outreach Organization.**RESOLUTION NO. _____**

WHEREAS, the Opelika City Council appreciates and fully supports the Exceptional Outreach Organization (EOO) and the various projects they are currently involved with, and

WHEREAS, the EOO is now in need of additional funds to assist with the Lee Co. Special Olympics program and the Therapeutic Summer Day Camp for Opelika citizens with disabilities and their families, and

WHEREAS, City Council President Eddie Smith Ward 4, President Pro-tem Patricia Jones Ward 1, Councilman Larry Gray Ward 2, Councilman Dozier Smith T Ward 3 and Councilman David Canon Ward 5 each agrees to appropriate \$240.00 from their respective discretionary fund, to assist with funding the Lee Co. Special Olympics and the Therapeutic Summer Day Camp.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Opelika, Alabama, a municipal corporation, as follows:

1. The City Council approves a special appropriation of \$1,200.00 to the Exceptional Outreach Organization to assist with the support of the Lee Co. Special Olympics and the Therapeutic Summer Day Camp.
2. The Opelika City Council hereby declares and determines that said expenditure of these public funds serve a public purpose for the City of Opelika.
3. The Mayor and the Controller is hereby authorized and directed to move the discretionary funds as detailed below to the appropriate account(s):

Patricia Jones	Ward 1	Reserve fund	\$ 240.00
Larry Gray	Ward 2	Current year	\$ 240.00
Dozier Smith T	Ward 3	Current year	\$ 240.00
Eddie Smith	Ward 4	Reserve fund	\$ 240.00
David Canon	Ward 5	Reserve fund	\$ 240.00

4. The City Clerk-Treasurer is hereby authorized and directed to prepare the appropriate documents so that a check for \$1,200.00 payable to the Exceptional Outreach Organization can be prepared and mailed with \$600 being earmarked for the Lee Co. Special Olympics and \$600 for the Therapeutic Summer Day Camp.

APPROVED and ADOPTED this the ____ day of _____, 2016.

C. E. "Eddie" Smith, Jr.

President City Council

City of Opelika, Alabama

ATTEST:

Robert G. Shuman, CMC

City Clerk - Treasurer

ORDINANCE NO. (ID # 1517)

Amend, City Code, Chapter 2 Article IV, Add Sec 2-150 & 2-151, Competitive Bidding -
Tabled.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE *CODE OF ORDINANCES* OF THE CITY OF
OPELIKA, ALABAMA BY ADDING SECTIONS 2-150 AND 2-151 TO ARTICLE IV OF
CHAPTER 2; ESTABLISHING STANDARDS FOR COMPETITIVE BIDDING AND
PROVIDING FOR GEOGRAPHICAL PREFERENCES**

BE IT ORDAINED by the City Council (the “Council”) of the City of Opelika, Alabama
(the “City”) as follows:

Section 1. **Amendment.** That Article IV of Chapter 2 of the *Code of Ordinances* of the
City of Opelika, Alabama, is hereby amended by adding two (2) sections; to be numbered
Sections 2-150 and 2-151, which said sections shall read as follows:

Sec. 2-150. Competitive bidding.

All procurements of materials, equipment, supplies, other personal property, labor,
services and public works shall comply with applicable state competitive bidding laws.
Contracts for public works are governed by Title 39, *Code of Alabama*, 1975.
Procurements of labor, services, work, material, equipment, supplies or other personal
property are governed by Title 41, *Code of Alabama*, 1975. All procurements by
competitive bids or proposals shall be awarded to the lowest responsible bidder and in
determining such lowest responsible bidder, there shall be taken into consideration in
addition to price, the following:

1. The qualities of the commodities proposed to be supplied;
2. Their conformity with specifications;
3. The purposes for which required;

4. Terms of delivery;
5. Transportation charges; and
6. Dates of delivery.

Sec. 2-151. Geographical preferences.

(a) Local preferences. The boundaries of the Core Based Statistical Area (CBSA) in which the City of Opelika is located are hereby established as the boundaries of the local preference zone of the City. In the event a bid is received for an item of personal property or services to be purchased or contracted for from a person, firm or corporation deemed to be a responsible bidder, having a place of business within the local preference zone, and the bid is no more than five percent (5%) greater than the bid of the lowest responsible bidder, the awarding authority may award the contract to the resident responsible bidder. In the event only one bidder responds to the invitation to bid, the awarding authority may reject the bid and negotiate the purchase or contract, provided the negotiated price is lower than the bid price.

(b) State preferences. Notwithstanding subsection (a), in the event the lowest bid for an item of personal property or services to be purchased or contracted for is received from a foreign entity, the awarding authority may award the contract to a responsible bidder whose bid is no more than ten percent (10%) greater than the foreign entity if the bidder has a place of business within the local preference zone or is a responsible bidder from a business within the state that is a woman-owned enterprise, an enterprise of small business, as defined in §25-10-3, *Code of Alabama*, a minority-owned business enterprise, a veteran-owned business enterprise or a disadvantaged-owned enterprise. For the purposes of this subsection, “foreign entity” means a business entity that does not have a place of business within the state.

Section 2. **Severability Clause.** If any section, subsection, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. **Conflict.** All ordinances or parts thereof which are in conflict with the provisions of this ordinance are hereby repealed in their entirety to the extent of such conflict.

Section 4. **Effective Date.** This ordinance shall become effective upon its passage and publication as required by law.

Section 5. **Publication.** The City Clerk of the City of Opelika, Alabama is hereby authorized and directed to cause this ordinance to be published one (1) time in a newspaper of general circulation published in the City of Opelika, Lee County, Alabama.

ADOPTED AND APPROVED this the ____ day of _____, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK

TRANSMITTED TO MAYOR on this the ____ day of _____, 2016.

CITY CLERK

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 107-16-ORD

Amendment to Project Development Agreement - Chapman H, LLC - First Reading.

ORDINANCE AUTHORIZING AN AMENDMENT**TO PROJECT DEVELOPMENT AGREEMENT****AMONG****CITY OF OPELIKA, CHAPMAN H, LLC AND ALLEN HARRIS**

WHEREAS, the Opelika City Council (the “Council”) has heretofore adopted an ordinance approving a certain Project Development Agreement dated as of September 1, 2015 (the “Project Agreement”) among City of Opelika (the “City”) and Chapman H, LLC and Allen Harris (collectively, the “Developer”);

WHEREAS, pursuant to the Project Agreement, the City has agreed to make certain incentive payments (the “Project Payments”) to the Developer in consideration for the development and construction of a multi-family residential project in the City consisting of approximately 130 single-family homes, an assisted living facility that will accommodate approximately 197 persons and 85 staff and related infrastructure (the “Project”);

WHEREAS, the Project Payments were to be made upon completion of certain milestones set forth in the Project Agreement including, without limitation, a Project Payment to be made upon completion of a viaduct at the west entry;

WHEREAS, changes to the Project scope have resulted in the elimination of the above-referenced viaduct and the addition of certain elements including, without limitation, an emergency entrance/exit on 26th Street, additional security enhancements and improvements to the main entrance, additional Ephemeral Stream mitigation and additional rock excavation;

WHEREAS, the Developer has requested an amendment to the Project Agreement that will not increase the aggregate amount of Project Payments, and the Council has determined that it is in the public interest to agree to the proposed amendment;

WHEREAS, the Council finds and determines that the Project is currently under

construction and on schedule and that the public interest will be served by the changes to the scope of the Project.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

1. The Council does hereby approve, authorize, ratify and confirm that certain First Amendment to Project Agreement (the "Amendment") substantially in the form attached hereto. The Mayor is hereby authorized and directed to execute the Amendment on behalf of the City and the City Clerk is hereby authorized and directed to duly attest such execution. The Mayor and City Clerk are further authorized and directed to do all such things as shall be reasonably necessary to effect the intent of this ordinance.

ADOPTED AND APPROVED this ____ day of March, 2015.

CITY OF OPELIKA

President of the City Council of the
City of Opelika

ATTEST:

City Clerk

TRANSMITTED to the Mayor this ____ day of March, 2016.

City Clerk

ACTION BY MAYOR:

APPROVED this ____ day of March 2016.

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROJECT DEVELOPMENT AGREEMENT
AMONG
CITY OF OPELIKA, CHAPMAN H, LLC AND ALLEN HARRIS**

This First Amendment to Project Development Agreement is made and entered as of March 1, 2016 (this "Amendment") among **CITY OF OPELIKA** (the "City") and **CHAPMAN H, LLC** and **ALLEN HARRIS** (collectively, the "Developer").

RECITALS

The parties have heretofore entered into that certain Project Development Agreement dated as of September 1, 2015 (the "Project Agreement") and have determined to amend the list of milestones for Project Payments more particularly described therein.

NOW, THEREFORE, for good and valuable consideration, the parties hereby consent and agree as follows:

1, **Exhibit B** to the Project Agreement is hereby amended and replaced in its entirety by **Exhibit B** to this Amendment.

2. Other than said substitution of **Exhibit B**, the parties ratify and confirm all provisions of the Project Agreement, as originally stated.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in their names and to be dated the date and year first written above.

CITY OF OPELIKA

By: _____
Mayor

CHAPMAN H, LLC

By: _____
Title _____

Allen Harris

Attachment: FIRST AMENDMENT TO (107-16-ORD : Amend Project Development Agreement - Chapman H, LLC - First Reading)

EXHIBIT B**Milestones and Project Payments**

<u>Milestone</u>	<u>Project Payment</u>
<u>Site Work</u>	
Removal of household garbage and land reclamation	\$225,000.00
Furnish storm drain and structures east side of upper lake	100,000.00
<u>Active Adult Community</u>	
Installation of approximately 50% of underground water	150,000.00
Installation of approximately 50% of underground sanitary sewer	150,000.00
Installation of underground power and street lighting	150,000.00
Installation of fiber optics	133,000.00
Installation of approximately 50% base, asphalt paving, curbs	367,000.00
<u>Frontage Improvements</u>	
Relocation of overhead transmissions lines and power poles along ROW for Highway 280 to an underground position	100,000.00
Eliminate west entrance, additional security enhancements at main entrance, ephemeral stream mitigation, emergency only gated access/exit on 26 th street	<u>350,000.00</u>
	<u>\$1,725,000.00</u>

ORDINANCE NO. 108-16-ORD

G.O. Warrants, Series 2016 - First Reading.

ORDINANCE NO. _____

CITY OF OPELIKA, ALABAMA

for

**\$5,990,000
GENERAL OBLIGATION WARRANTS
SERIES 2016
DATED: MARCH 3, 2016**

Adopted:

March 1, 2016

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OPELIKA as follows:

ARTICLE 1

Definitions; Provisions of General Application; and Representations and Warranties of Issuer

Section 1.01 Definitions

For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(b) All references in this Ordinance to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections and subdivisions of this Ordinance as originally adopted.

(c) The terms "herein," "hereof," and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular Article, Section or other subdivision.

(d) The term "person" shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization and any government or agency or political subdivision thereof.

Authorized Denominations means with respect to all Warrants the amount of \$5,000 and any integral multiple thereof for each maturity.

Board means The Public Park and Recreation Board of the City of Opelika.

Book-Entry System means a book-entry only system of evidence of purchase and transfer of beneficial ownership interests in the Warrants.

Business Day shall mean a day, other than a Saturday or a Sunday, on which commercial banking institutions are open for business in the state where the designated corporate trust office of the Paying Agent is located and a day on which the payment system of the Federal Reserve System is operational.

Code means the Internal Revenue Code of 1986, as amended, and all references to specific sections of the Code shall be deemed to include any and all respective successor provisions to such sections.

Direct Participant or Direct Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions which have access to the Book-Entry System.

Eligible Certificates means interest bearing certificates of deposit issued by the Paying Agent or any bank organized under the laws of the United States of America or any state thereof having a combined capital, surplus and undivided profits of not less than \$50,000,000, provided in each case such deposit is insured by the Federal Deposit Insurance Corporation or such deposit is collaterally secured by the issuing bank by depositing and pledging with a Federal Reserve Bank, Government Obligations having a market value (exclusive of accrued interest) not less than the face amount of such certificates less the amount of such deposit insured by the Federal Deposit Insurance Corporation.

Enabling Law shall mean Section 11-47-2 of the Code of Alabama 1975, as amended.

Fiscal Year shall mean the period beginning on October 1 of one calendar year and ending on September 30 of the next succeeding calendar year or such other fiscal year as may hereafter be adopted by the Issuer.

Government Obligations means direct general obligations of the United States of America or any securities on which the payment of the principal of and interest on which are unconditionally guaranteed by the United States of America.

Holder when used with respect to any Warrant shall mean the person in whose name such Warrant is registered in the Warrant Register.

Indenture means the Trust Indenture as of November 1, 2007 by and between the Board and The Bank of New York Trust Company, N.A.

Indirect Participant or Indirect Participants means securities brokers and dealers, banks, trust companies, clearing corporations and other financial institutions for which the Securities Depository holds Warrants as securities depository through a Direct Participant.

Issuer shall mean the City of Opelika, Alabama and its successors and assigns.

Letter of Representation means and includes (i) the Letter of Representation with respect to the Warrants from the Issuer to the Securities Depository and (ii) any other or subsequent agreement by whatsoever name or identification with respect to the Warrants between said parties from time to time in effect.

Ordinance or Authoring Ordinance shall mean this Ordinance as originally adopted or as it may from time to time be supplemented, modified or amended.

Outstanding when used with respect to Warrants shall mean, as of the date of determination, all Warrants theretofore authenticated and delivered under this Ordinance, except: (1) Warrants theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation; and (2) Warrants for whose payment or redemption money in the necessary amount has been theretofore deposited with the Paying Agent in trust for the Holders thereof, provided that, if such warrants are to be redeemed, notice of such redemption has been duly given pursuant to this Ordinance or provision therefor satisfactory to the Paying Agent has been made; and (3) Warrants for the payment of which provisions have been made in accordance with Article 9; and (4) Warrants in exchange for or in lieu of which other warrants have been authenticated and delivered under this Ordinance.

Paying Agent means (i) The Bank of New York Mellon Trust Company, N.A., Birmingham, Alabama, the bank designated as the registrar, authenticating agent and paying agent for the Warrants and as the depository for the Warrant Fund and (ii) any successor bank designated by the Issuer pursuant to the provisions of Section 7.03 hereof.

Qualified Investments shall mean:

- (1) Government Obligations; or
- (2) Eligible Certificates; or

(3) Money market funds customarily utilized by the Paying Agent for the investment of public funds and invested solely in Government Obligations.

Record Date means, with respect to the Warrants, that date which is 15 calendar days before any date on which interest is due and payable on the Warrants.

Refunding Trust Agreement means the Refunding Trust Agreement by and between the Board and the Paying Agent with respect to the Series 2007 Bonds.

Securities Depository means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and the successors and assigns thereof, and any substitute securities depository therefor that maintains a Book-Entry System for the Warrants.

Securities Depository Nominee means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the Warrant Register the Warrants to be delivered to such Securities Depository during a period in which the Warrants are held pursuant to the Book-Entry System.

Series 2007 Bonds means the Board's outstanding Revenue Bonds, Series 2007, dated December 1, 2007, presently outstanding in the remaining principal amount of \$6,085,000.

Warrant means any Warrant authenticated and delivered pursuant to this Ordinance.

Warrant Fund means the Series 2016 General Obligation Warrants Fund established pursuant to Section 5.01.

Warrant Register means the register or registers for the registration and transfer of Warrants maintained by the Issuer pursuant to Section 3.05.

Warrant Registrar means the agent of the Issuer appointed as such pursuant to Section 3.05 for the purpose of registering Warrants and transfers of Warrants.

Warrants means the \$5,990,000 principal amount of General Obligation Warrants, Series 2016, dated the date of issuance, authorized hereunder.

Verification Report means the Verification Report of The Arbitrage Group dated March 3, 2016 attached to the Refunding Trust Agreement.

The definitions set forth in this section shall be deemed applicable whether the words defined are used herein in the singular or the plural. Wherever used herein, any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

Section 1.02 Effect of Headings and Table of Contents

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.03 Binding Effect Upon Successors and Assigns

All the covenants, stipulations, promises and agreements in this Ordinance contained by or on behalf of the Issuer shall inure to the benefit of and bind its successors and assigns.

Section 1.04 Governing Law

This Ordinance shall be construed in accordance with and governed by the laws of the State of Alabama.

Section 1.05 Enforceability

The provisions of this Ordinance are severable. In the event that any one or more of such provisions or the provisions of the Warrants shall, for any reason, be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Ordinance or of the Warrants, and this Ordinance and the Warrants shall be construed and enforced as if such illegal or invalid provision had not been contained herein or therein.

Section 1.06 Repeal of Conflicting Provisions

All ordinances, resolutions and orders or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 1.07 Provisions of Ordinance a Contract

The terms, provisions and conditions set forth in this Ordinance constitute a contract between the Issuer and the Holders from time to time of the Warrants and shall remain in full force and effect until the principal of, premium (if any) and interest on the Warrants shall have been paid in full.

Section 1.08 Representation and Warranties of the Issuer

The Issuer hereby represents and warrants as follows:

- (a) It is necessary and desirable and in the public interest for the Issuer to issue the Warrants to provide funds to (1) advance refund and redeem the Series 2007 Bonds on July 1, 2017 and (2) pay issuance expenses.
- (b) The Series 2007 Bonds were originally issued on December 18, 2007 for the purposes of (1) acquiring and constructing a sportsplex and aquatic center and related sports and recreational facilities, and (2) paying issuance expenses.
- (c) The net assessed valuation of the taxable property in the corporate limits of the Issuer for the fiscal year ending September 30, 2015 (including motor vehicles) is not less than \$325,386,380 and the total indebtedness of the Issuer following the issuance of the Warrants chargeable against the debt limitation for the Issuer prescribed by the Constitution of Alabama of 1901, as amended, will not be more than twenty percent of said assessed valuation.

ARTICLE 2

Source of Payment; Security

Section 2.01 Source of Payment of Warrants

The indebtedness evidenced and ordered paid by the Warrants shall be a general obligation of the Issuer for the punctual payment of the principal of, premium, if any, and interest on which the full faith, credit and taxing power of the Issuer are hereby sacredly and irrevocably pledged. The Issuer represents that ad valorem taxes have been levied and hereby covenants and agrees that such taxes will be levied and collected, insofar as such taxes may be permitted by the present or any future provisions of the Constitution of Alabama of 1901, as amended, on all taxable property in the Issuer, and applied to the maximum extent permitted by law to the payment of the principal of and interest on the Warrants as such principal matures and such interest comes due, in amounts sufficient for such purposes.

Section 2.02 Officers and Members of the Governing Body of the Issuer Exempt from Individual Liability

No recourse under or upon any covenant or agreement of this Ordinance or of any Warrant, or for any claim based thereon or otherwise in respect thereof, shall be had against any past, present or future officer, employee, or member of the governing body of the Issuer, or of any successor of any thereof, and all such liability of every name and nature, either at common law or in equity or by constitution or statute, and any and all such rights and claims against every such officer, employee, or member of the governing body of the Issuer as such, are hereby expressly waived and released as a condition of, and as a consideration for, the issuance of the Warrants.

Section 2.03 Expenses of Collection; Interest After Maturity

The Issuer covenants and agrees that, if the principal of and interest on the Warrants are not paid promptly as such principal and interest matures and comes due, it will pay to the Holders of the Warrants all expenses incident to the collection of any unpaid portion thereof, including a reasonable attorneys' fee. To the extent permitted by applicable law, the Warrants shall bear interest at the rate of 2% per annum or the maximum rate of interest allowed by law, whichever is less, from and after the respective maturity or due dates thereof, if not then paid.

ARTICLE 3

The Warrants

Section 3.01 Authorization and Description of Warrants; Book-Entry System.

(a) Pursuant to the applicable provisions of the laws of the State of Alabama, including particularly Sections 11-47-2 of the CODE OF ALABAMA 1975, as amended, there is hereby authorized to be issued a series of warrants designated General Obligation Warrants, Series 2016 (the "Warrants") in the aggregate principal amount of \$5,990,000. The Warrants shall be dated the date of issuance, shall be in registered form, without coupons, shall be in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered in such manner as the Paying Agent shall determine will be most useful for the identification thereof. The Warrants shall initially be issued pursuant to a Book-Entry System as hereinafter described. The Warrants shall mature on January 1 in years and principal amounts as follows and shall bear interest (computed on the basis of a 360-day year of 12 consecutive 30-day months) at the per annum rates set forth below:

<u>Year of Maturity</u>	<u>Principal Amount Maturing</u>	<u>Applicable Interest Rate</u>	<u>Year of Maturity</u>	<u>Principal Amount Maturing</u>	<u>Applicable Interest Rate</u>
2017	\$665,000	2.000%	2029	\$130,000	2.250%
2018	675,000	2.000	2030	1,105,000	4.000
2019	695,000	2.000	2035	1,440,000	4.000
2020	705,000	2.000	2036	575,000	4.000

(b) The principal of the Warrants shall be payable only upon presentation and surrender of the Warrants at the designated office of the Paying Agent. Interest on the Warrants shall be remitted as provided under the Book-Entry System or if such system is not in effect, by the Paying Agent to the respective registered owners of the Warrants at the addresses thereof shown on the registration books of the Paying Agent pertaining to the Warrants. Interest shall be payable on January 1 and July 1 in each year, first interest payable on July 1, 2016. The principal of and interest on the Warrants shall be payable in lawful money of the United States at par and without discount, exchange, deduction or charge therefor.

(c) Book-Entry System

(i) The Warrants shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of any Warrant to any person. One Warrant for each maturity of such series will be issued, registered in the name of the Securities Depository Nominee, and immobilized in the custody of the Securities Depository. Beneficial ownership interests in Warrants held by the Securities Depository may be purchased by or through Direct Participants. The holders of these beneficial ownership interests in such Warrants are referred to as the "Beneficial Owners." The Beneficial Owners will not receive certificated warrants representing their beneficial ownership interests. Ownership of the interests in Warrants in Authorized Denominations will be evidenced on the records of the Securities Depository and the Direct Participants and Indirect Participants pursuant to rules and procedures established by the Securities Depository. During a period in which the Book-Entry System is in effect for the Warrants, the Issuer and the Paying Agent shall treat the Securities Depository or the Securities Depository Nominee as the only registered owner of such Warrants for all purposes under this Ordinance, including, without limitation, receipt of all principal of, premium (if any) and interest on the Warrants, receipt of notices, voting, and requesting or directing the Paying Agent or Issuer to take or not to take, or consenting to, certain actions under this Ordinance. In the event the Securities Depository or the Securities Depository Nominee assigns its rights to consent or vote under the Ordinance to any Direct Participant or Indirect Participant, the Issuer and the Paying Agent shall treat such assignee or assignees as the only registered owner or owners of the Warrants of such series for the purpose of exercising such rights so assigned.

(ii) During a period in which the Book-Entry System is in effect for the Warrants, payments of principal and interest, with respect to such Warrants will be paid by the Paying Agent directly to the Securities Depository, or the Securities Depository Nominee, as Holder, and as provided in the Letter of Representations; provided, that payment of the principal of such Warrants due at final maturity of such Warrants shall be made only upon surrender thereof at the designated office of the Paying Agent. The Securities Depository and the Direct Participants and the Indirect Participants shall be responsible for the disbursement of such payments to the Beneficial Owners. All such payments to the Securities Depository or the Securities Depository Nominee, as Holder, of principal of, and interest on such Warrants on behalf of the Issuer or the Paying Agent shall be valid and effectual to satisfy and discharge the liability of the Issuer and the Paying Agent to the extent of the amounts so paid, and the Issuer and the Paying Agent shall not be responsible or liable for payment to any Beneficial Owner by the Securities Depository or by any Direct Participant or by any Indirect Participant, or for

sending transaction statements or for maintaining, supervising or reviewing records maintained by the Securities Depository or Direct Participants or Indirect Direct Participants.

(iii) Transfers of ownership interests in the Warrants by the Beneficial Owners thereof, and conveyance of notices and other communications by the Securities Depository to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners of the Warrants, will be governed by arrangements among the Securities Depository, Direct Participants, Indirect Participants and the Beneficial Owners, subject to any statutory and regulatory requirements as may be in effect from time to time. For every transfer and exchange of beneficial ownership in such Warrants, the Beneficial Owners may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

(iv) Redemption notices respecting Warrants held by the Securities Depository shall be sent to the Securities Depository Nominee by the Paying Agent.

(v) In the event that the Securities Depository ceases to act as the securities depository for the Warrants, the Issuer shall discontinue the Book-Entry System for such Warrants. If the Issuer fails to appoint another qualified securities depository to replace the then acting Securities Depository, the Issuer will cause the Paying Agent to authenticate and deliver fully registered certificated Warrants to each Beneficial Owner in evidence of the ownership interests thereof. The Securities Depository shall provide a list of Warrantholders with addresses to the Paying Agent. If the Book-Entry System is discontinued for the Warrants, payments to, and transfers of such Warrants by the Beneficial Owners shall be governed by the provisions set forth in this Ordinance with respect thereto.

(vi) The Issuer may enter into a custody agreement with any bank or trust company serving as Paying Agent (which may be the Paying Agent serving in the capacity of Paying Agent) to provide for a Book-Entry System or similar method for the registration and transfer of the Warrants.

(vii) During a period in which the Book-Entry System is in effect for the Warrants in accordance herewith, the provisions of this Ordinance and such Warrants shall be construed in accordance with the Letter of Representations and to give full effect to such Book-Entry System.

(viii) The Beneficial Owners of the Warrants, by their acquisition of any beneficial interest in a Warrant or Warrants, and the Securities Depository, the Securities Depository Nominee, and all Direct Participants and all Indirect Participants, severally agree that the Issuer and the Paying Agent shall not have any responsibility or obligation to any Direct Participant or any Indirect Participant or any Beneficial Owner with respect to (1) the accuracy of any records maintained by the Securities Depository or any Direct Participant or any Indirect Participant; (2) the payment by the Securities Depository or any Direct Participant or any Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of, premium (if any) and interest on the Warrants; (3) the delivery or timeliness of delivery by the Securities Depository or any Direct Participant or any Indirect Participant of any notice due to any Beneficial Owner which is required or permitted under the terms of the Ordinance to be given to Beneficial Owners; or (4) any consent given or other action taken by the Securities Depository, or the Securities Depository Nominee, as owner.

(d) Discontinuation of Book-Entry System; Registration; Transfer and Exchange of Warrants; Replacement of Lost, Destroyed or Stolen Warrants.

(i) The Warrants may be issued in certificated form, and not pursuant to a Book Entry System, in accordance with the provisions hereof.

(ii) The Securities Depository may determine to discontinue the Book-Entry System with respect to the Warrants at any time upon notice to the Issuer and the Paying Agent and upon discharge of its responsibilities with respect thereto under applicable law. Upon such notice and compliance with law the Book-Entry System for such Warrants will be discontinued unless a successor securities depository is appointed by the Issuer.

(iii) In the event the Warrants are issued in certificated form and not pursuant to a Book-Entry System or the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof and such Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, and the Paying Agent will make payments of principal of, premium (if any) and interest on such Warrants to the registered owners thereof as provided in the Warrants and this ordinance and the following provisions with respect to registration, transfer and exchange of such Warrants by the registered owners thereof shall apply:

(1) Each of the Warrants may be transferred by the Holder thereof or his duly authorized attorney, only on the Warrant Register upon surrender of such Warrant to the Warrant Registrar for cancellation. Upon surrender for transfer of any Warrant, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, in the name of the designated transferee or transferees, one or more new Warrants of any Authorized Denominations and in a principal amount equal to the unpaid or unredeemed portion of the principal of the Warrant so presented.

(2) At the option of the Holder, Warrants may be exchanged for other Warrants of the same series, of any Authorized Denomination and of a like aggregate principal amount, upon surrender of the Warrants to be exchanged at a designated corporate office of the Warrant Registrar. Whenever any Warrants are so surrendered for exchange, the Issuer shall execute, and the Paying Agent shall authenticate, register and deliver, the Warrants which the Holder making the exchange is entitled to receive.

(3) All Warrants surrendered upon any exchange or transfer provided for in this Ordinance shall be canceled.

(4) All Warrants issued upon any transfer or exchange of Warrants shall be the valid obligations of the Issuer and be entitled to the same security and benefits under this Ordinance as the Warrants surrendered upon such transfer or exchange.

(5) Every Warrant presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Warrant Registrar duly executed by the Holder thereof or his attorney duly authorized in writing.

(6) The Warrant Registrar shall not be required to transfer or exchange any Warrant during the period between the Record Date and the then next succeeding interest payment date; and, in the event that any Warrant (or any part thereof) is duly called for redemption, the Warrant Registrar shall not be required to transfer or exchange any such Warrant during the period of forty-five (45) days next preceding the date fixed for such redemption.

(7) If (i) any mutilated Warrant is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or theft of any Warrant, and (ii) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Warrant has been acquired by a bona fide purchaser, the Issuer shall execute and the Paying

Agent shall authenticate, register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Warrant, a new Warrant of like tenor and principal amount, bearing a number not contemporaneously outstanding.

(8) Upon the transfer or exchange of any Warrant or the issuance of any new Warrant under this Section, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith; provided no charge shall be made to the Holder for any transfer or exchange of Warrants.

(9) Every new Warrant issued pursuant to this Section in lieu of any destroyed, lost or stolen Warrant shall constitute an original additional contractual obligation of the Issuer, whether or not the destroyed, lost or stolen Warrant shall be at any time enforceable by any person.

(10) The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Warrants.

Section 3.02 Redemption of Warrants.

(a) Optional Redemption

The Warrants with stated maturities on January 1, 2029 and thereafter shall be subject to redemption, in whole or in \$5,000 multiples, prior to their stated maturities at the option of the Issuer on any date on or after January 1, 2026 at a price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) Mandatory Redemption

The following Warrants shall be subject to mandatory redemption in accordance with the requirements set forth in the Warrant form in Section 3.03 hereof:

(1) The Warrants with a stated maturity on January 1, 2029 (the "2029 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Paying Agent) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

<u>Year</u>	<u>Principal Amount to be Mandatorily Redeemed</u>
2021	\$10,000
2022	15,000
2023	15,000
2024	15,000
2025	15,000
2026	15,000
2027	15,000
2028	15,000

The remainder of the 2029 Term Warrants in the principal amount of \$15,000 will mature on January 1, 2029.

(2) The Series 2016 Warrants with a stated maturity on January 1, 2035 (the "2035 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Paying Agent) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

<u>Year</u>	<u>Principal Amount to be Mandatorily Redeemed</u>
2031	\$10,000
2032	10,000
2033	10,000
2034	10,000

The remainder of the 2035 Term Warrants in the principal amount of \$1,400,000 will mature on January 1, 2035.

(c) Notice, Selection

If the Book-Entry System is in effect, then redemption shall be made as herein described under the Book-Entry System and in accordance with the provisions of the Letter of Representation. If less than all of the Warrants are to be optionally redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date and, in accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those of such Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate.

If less than all of the Warrants at the time outstanding are optionally redeemed at the time the Book-Entry System is not in effect, then any redemption shall be in such amount and order of maturities as the Issuer shall determine in its sole discretion. In the event that less than all of the principal of the Warrants of a maturity is to be redeemed, the Paying Agent shall assign a number to each \$5,000 principal portion of all of the Warrants of such maturity and shall, by process of random selection based upon such numbers, select the principal portion of Warrants of such maturity to be redeemed. Notice of any intended redemption shall be given by United States registered or certified mail not less than 30 days prior to the proposed redemption date to the registered owner of each Warrant, all or a portion of the principal of which is to be redeemed, at the address thereof as it last appears on the registration books of the Paying Agent pertaining to the Warrants. Notice having been so given and payment of the redemption price duly made or provided, Warrants (or portions thereof) so called for redemption shall cease to bear interest from and after the redemption date unless default is made in the payment of the redemption price.

Section 3.03 Form of Warrants

The form of the Warrants and the requisite certificates thereof shall be substantially as follows, with appropriate changes, variations and insertions as provided herein:

**UNITED STATES OF AMERICA
STATE OF ALABAMA
CITY OF OPELIKA
GENERAL OBLIGATION WARRANT
SERIES 2016**

No. R _____ \$ _____

MATURITY DATE:

INTEREST RATE:

CUSIP:

The CITY OF OPELIKA, a municipal corporation organized and existing under and by virtue of the laws of the State of Alabama (the "Issuer"), for value received, hereby acknowledges itself indebted to CEDE & CO., or registered assigns in the principal amount of _____ DOLLARS (\$ _____) and hereby orders and directs the City Clerk/Treasurer of the Issuer to pay to said payee or registered assigns solely from the Warrant Fund hereinafter designated said principal amount on the Maturity Date specified above, and to pay to said payee from said Warrant Fund interest on said principal amount from the date hereof at the Interest Rate per annum specified above, computed on the basis of a 360-day year of 12 consecutive 30-day months, first payable on July 1, 2016 and on each January 1 and July 1 in each year thereafter.

This warrant is one of a duly authorized issue of \$5,990,000 General Obligation Warrants, Series 2016, dated the date of issuance (the "Warrants"), issued pursuant to the authority of the Constitution and laws of the State of Alabama and an ordinance and proceedings of the Issuer (the "Authorizing Ordinance"). Capitalized terms used herein without definition shall have the respective meanings assigned thereto in the Authorizing Ordinance.

The indebtedness evidenced by the Warrants is a general obligation of the Issuer and the full faith and credit of the Issuer are hereby sacredly and irrevocably pledged to the punctual payment of the principal thereof and interest thereon.

The Issuer has established in the Authorizing Ordinance a special fund designated "Series 2016 General Obligation Warrants Fund" (the "Warrant Fund") for the payment of the principal of, premium, if any, and interest on the Warrants and has obligated itself to pay or cause to be paid into the Warrant Fund, from the funds of the Issuer, sums sufficient to provide for the payment of the principal of and interest on the Warrants as the same mature and come due.

Reference is hereby made to the Authorizing Ordinance, copies of which are on file at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., Birmingham, Alabama (the "Paying Agent"), for a description of the nature and extent of the security afforded by the Authorizing Ordinance, the rights and duties of the Issuer and the Paying Agent with respect thereto, and the terms and conditions upon which the purchase, transfer and exchange of the Warrants are to be made, to and by all of which terms, conditions and provisions of the Authorizing Ordinance the owner of this warrant, by the acquisition hereof, hereby assents and agrees to be bound.

The Warrants with stated maturities on January 1, 2029 and thereafter shall be subject to redemption, in whole or in \$5,000 multiples, prior to their stated maturities at the option of the Issuer on any date on or after January 1, 2026 at a price equal to the principal amount thereof to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

The Warrants with a stated maturity on January 1, 2029 (the "2029 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Paying Agent) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

<u>Year</u>	<u>Principal Amount to be Mandatorily Redeemed</u>
-------------	--

2021	\$10,000
2022	15,000
2023	15,000
2024	15,000
2025	15,000
2026	15,000
2027	15,000
2028	15,000

The remainder of the 2029 Term Warrants in the principal amount of \$15,000 will mature on January 1, 2029.

The Warrants with a stated maturity on January 1, 2035 (the "2035 Term Warrants") are required to be redeemed on January 1 in the following years and principal amounts (with those to be redeemed to be selected by the Paying Agent) at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest thereon, without premium or penalty:

<u>Year</u>	<u>Principal Amount to be Mandatorily Redeemed</u>
2031	\$10,000
2032	10,000
2033	10,000
2034	10,000

The remainder of the 2035 Term Warrants in the principal amount of \$1,400,000 will mature on January 1, 2035.

If the Book-Entry System is in effect, then redemption shall be made in accordance with the provisions of the Letter of Representation. If less than all of the Warrants are to be optionally redeemed during a period in which the Book-Entry System is in effect for the Warrants, the Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date. In accordance with the Letter of Representation, the Securities Depository may determine the amount of the interest of each Direct Participant in those of such Warrants to be redeemed, on the basis of the smallest Authorized Denomination of such Warrants, by lot or by such other method as the Securities Depository shall deem fair and appropriate. If less than all of the Warrants at the time outstanding are redeemed at the time the Book-Entry System is not in effect, then any redemption shall be in such amount and order of maturities as the Issuer shall determine in its sole discretion. In the event that less than all of the principal of the Warrants of a maturity is to be redeemed, the Paying Agent shall assign a number to each \$5,000 principal portion of all of the Warrants of such maturity and shall, by process of random selection based upon such numbers, select the principal portion of Warrants of such maturity to be redeemed. Notice of any intended redemption shall be given by United States registered or certified mail not less than 30 days prior to the proposed redemption date to the registered owner of each Warrant, all or a portion of the principal of which is to be redeemed, at the address thereof as it last appears on the registration books of the Paying Agent pertaining to the Warrants. Notice having been so given and payment of the redemption price duly made or provided, Warrants (or portions thereof) so called for redemption shall cease to bear interest from and after the redemption date unless default is made in the payment of the redemption price.

The Warrants are initially issued in Authorized Denominations pursuant to a Book-Entry System to be administered by the Securities Depository and registered in the name of and held by the Securities Depository Nominee, all as more particularly provided in the Authorizing Ordinance. Reference is hereby made to the Authorizing Ordinance for the terms and conditions upon which the purchase, transfer and exchange of beneficial ownership interest in the Warrants are to be made by means of the Book-Entry System administered by the Securities Depository, to and by all of which terms, conditions and provisions of the Authorizing Ordinance the owner of any beneficial interest in the Warrant, by the acquisition hereof, hereby assents and agrees to be bound. In the event the Book-Entry System for the Warrants is discontinued, Warrants in certificated form in Authorized Denominations will be physically distributed to the Beneficial Owners thereof, the hereinafter described Warrants will be registered in the names of the owners thereof on the registration books of the Paying Agent pertaining thereto, the Paying Agent shall make payments of principal of and interest on the Warrants to the registered owners thereof as provided in the Warrants and the Authorizing Ordinance, and the provisions of this warrant and of the Authorizing Ordinance with respect to registration, transfer and exchange of warrants by the registered owners thereof shall apply.

The Issuer, the Paying Agent, and any Warrant Registrar may deem and treat the person in whose name this warrant is registered as the absolute owner hereof for all purposes and neither the Issuer, any Paying Agent, nor any Warrant Registrar shall be affected by any notice to the contrary. All payments made to the registered owner hereof shall be valid and, to the extent of the sum or sums so paid, effectual to satisfy and discharge the liability for money payable on this warrant.

This warrant shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration inscribed hereon shall have been executed by the Paying Agent by the manual signature of one of its authorized officers.

It is hereby recited, certified and declared that the indebtedness evidenced and ordered paid by this Warrant is lawfully due without condition, abatement or offset of any description, that this Warrant has been registered in the manner provided by law, that all acts, conditions and things required by the Constitution and laws of the State of Alabama to happen, exist and be performed precedent to and in the execution, registration and issuance of this Warrant, and the adoption of the Authorizing Ordinance have happened, do exist and have been performed as so required and that the principal amount of this Warrant, together with all other indebtedness of the Issuer, are within every debt and other limit prescribed by the Constitution and laws of the State of Alabama.

IN WITNESS WHEREOF, the Issuer, acting by and through the City Council of the Issuer as the governing body thereof, has caused this warrant to be manually executed in its name and on its behalf by the Mayor of the Issuer, has caused its corporate seal to be manually affixed hereto by imprinting said seal hereon and the same manually attested by the City Clerk/Treasurer of the Issuer, and has caused this warrant to be dated March 3, 2016.

CITY OF OPELIKA, ALABAMA

By _____
Mayor

CITY SEAL

Attest:

City Clerk/Treasurer

AUTHENTICATION AND REGISTRATION DATE: _____

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This warrant is hereby authenticated and has been registered by the City of Opelika, Alabama on the registration books maintained with the Paying Agent in the name of the above registered owner on the Authentication and Registration Date noted above.

**THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.**

By _____
Its Authorized Officer

REGISTRATION CERTIFICATE

The undersigned hereby certifies that this Warrant has been duly registered as a claim against the City of Opelika, in the State of Alabama, and the Warrant Fund referred to herein.

City Clerk/Treasurer

ASSIGNMENT

For value received _____ hereby sell(s), assign(s), and transfer(s) unto _____ the within Warrant and hereby irrevocably constitute(s) and appoint(s) _____, attorney, with full power of substitution in the premises, to transfer this Warrant on the books of the within mentioned Paying Agent.

Dated this ____ day of _____, ____.

NOTE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Warrant in every particular, without alteration, enlargement or change whatsoever.

Signature Guaranteed:*

(Bank, Trust Company or Firm)

By _____
(Authorized Officer)

- * Signature(s) must be guaranteed by an eligible guarantor institution which is a member of the recognized signature guarantee program, i.e., Securities Transfer Agents Medallion Program (STAMP), Stock Exchanges Medallion Program (SEMP), or New York Stock Exchange Medallion Signature Program (MSP).

Section 3.04 Execution, Authentication, and Delivery of Warrants

(a) The Warrants shall be executed for and on behalf of the Issuer by the manual signature of the Mayor of the Issuer and attested by the manual signature of the City Clerk/Treasurer, and the corporate seal of the Issuer shall be manually affixed to each Warrant. The Warrants shall be manually registered by the City Clerk/Treasurer of the Issuer as a claim against the Issuer and the Warrant Fund, which registrations shall be made simultaneously as to all the Warrants. The Registration Certificate shall be executed by the manual signature of the City Clerk/Treasurer of the Issuer. The Mayor of the Issuer and the City Clerk /Treasurer are hereby authorized and directed to so manually execute and register the Warrants as provided above. In the event that any officer whose signature appears on any of the Warrants or who shall have sealed any of the Warrants shall cease to be such officer before the authentication, registration, and delivery of such Warrants, or in the event that the seal imprinted on the Warrants shall cease to be an accurate representation of the seal of the Issuer, such Warrants may, upon the request of the Issuer, be authenticated, registered, and delivered, as herein provided, as though the person who signed such Warrants had not ceased to be such officer of the Issuer or as though the Issuer had not altered its corporate seal prior to the delivery of such Warrants.

(b) At any time and from time to time after the execution and delivery of this Ordinance the Issuer may deliver Warrants executed by the Issuer to the Paying Agent for authentication and the Paying Agent shall authenticate and deliver such Warrants as in this Ordinance provided and not otherwise.

(c) No Warrant shall be valid or obligatory for any purpose unless there appears on such Warrant a certificate of authentication and registration substantially in the form provided for herein, executed by the Paying Agent by manual signature, and such certificate upon any Warrant shall be conclusive evidence, and the only evidence, that such Warrant has been duly authenticated, registered, and delivered hereunder.

Section 3.05 Registration of Warrants

The Issuer shall cause to be kept at the designated corporate office of the Paying Agent a register (the "Warrant Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Warrants and registration of transfers of Warrants entitled to be registered or transferred as herein provided. The Paying Agent is hereby appointed "Warrant Registrar" for the purpose of registering Warrants and transfers of Warrants as herein provided.

Section 3.06 Payment of Warrants; Payment Dates; Persons Deemed Owners

(a) The principal of, premium (if any) and interest on the Warrants shall be payable at the designated corporate trust office of the Paying Agent and as provided in this Ordinance and in the Warrants; provided, the final principal payment on such Warrants shall be payable only upon presentation thereof at the designated corporate trust office of the Paying Agent.

(b) If any payment on the Warrants is due on a day which is not a Business Day, such payment shall be made on the first succeeding day which is a Business Day with the same effect as if made on the day such payment was due.

(c) The Issuer, the Paying Agent and any agent of the Issuer or the Paying Agent may treat the person in whose name any Warrant is registered as the owner of such Warrant for the purpose of receiving payment of principal of, premium (if any) and interest on such Warrant and for all other purposes whatsoever whether or not such Warrant be overdue, and, to the extent permitted by law, neither the Issuer, the Paying Agent nor any such agent shall be affected by notice to the contrary.

Section 3.07 Cancellation of Surrendered Warrants

All Warrants surrendered for payment, redemption, transfer or exchange, shall be promptly canceled by the Paying Agent. No Warrant shall be authenticated in lieu of or in exchange for any Warrant canceled as provided in this Section, except as expressly provided by this Ordinance. All canceled Warrants held by the Paying Agent shall be destroyed and certificates thereof furnished to the Issuer.

Section 3.08 Application of Proceeds of Warrants

The proceeds of the Warrants shall be applied as follows:

(a) \$6,355,040.09 shall be deposited in the Escrow Fund created pursuant to the Refunding Trust Agreement, along with the sum of \$76,666.38 transferred thereto from the Park Board's Series 2007 Bond Fund, and applied in the combined amount of \$6,431,706.47 to the advance refunding and redemption of the Series 2007 Bonds on July 1, 2017 by purchasing \$6,431,706.00 of State and Local Government Series (SLGS) Securities and retaining \$0.47 as an initial cash deposit.

(b) \$65,771.11 shall be deposited in the Warrant Fund and applied to the payment of the approved issuance expenses set forth on Exhibit A attached hereto and incorporated herein by reference. Any principal proceeds remaining after the payment of all issuance expenses shall remain in the Warrant Fund and be applied to the first interest payment due July 1, 2016.

ARTICLE 4

Redemption of Warrants

Section 4.01 General Applicability of Article

If the Book-Entry System is in effect, the Warrants shall be redeemed as provided in this Ordinance and in accordance with the requirements of the Letter of Representation and the Book-Entry System. If the Book-Entry System is not in effect, then the following provisions of this Article shall apply.

Section 4.02 Election to Redeem; Notice to Paying Agent

The election of the Issuer to exercise any right of optional redemption shall be given by written notice to the Paying Agent by the Mayor and/or City Clerk/Treasurer not less than 45 days prior to the proposed redemption date. In case of any redemption at the option of the Issuer of less than all of the principal of the Outstanding Warrants, the Mayor and/or the City Clerk/Treasurer shall, at least 60 days prior to the date fixed by the Issuer for redemption of Warrants (unless a shorter notice shall be satisfactory to the Paying Agent) notify the Paying Agent of such redemption date and of the principal amount of Warrants to be redeemed.

(a) The Issuer shall designate the order and amount of maturities of the Warrants (or portions thereof) to be redeemed not less than 45 nor more than 60 days prior to the redemption date from the

Outstanding Warrants which have not previously been called for redemption, on the basis of the smallest Authorized Denomination of such Warrants, and the Paying Agent shall select, the order and amount of Warrants to be redeemed within a maturity. The Issuer and the Paying Agent shall so select Warrants for redemption in such manner so as to assure that after such redemption no Holder shall retain Warrants in an aggregate amount less than an Authorized Denomination.

(b) For all purposes of this Ordinance, unless the context otherwise requires, all provisions relating to the redemption of Warrants shall relate, in the case of any Warrant redeemed or to be redeemed only in part, to the portion of the principal of such Warrant which has been or is to be redeemed.

Section 4.03 Notice of Redemption

(a) Notice of any intended redemption shall be given by the Paying Agent to the Holder of each Warrant, all or a portion of the principal of which is to be redeemed, not less than 30 days prior to the proposed redemption date, by United States registered or certified mail (first class, postage prepaid), at the address of such Holder appearing in the Warrant Register; provided, however, any Holder may waive the requirement of notice as to the redemption (in whole or in part) of the Warrant or Warrants thereof.

(b) All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) the principal amount of Warrants to be redeemed, and, if less than all Outstanding Warrants are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Warrants to be redeemed,
- (4) that on the redemption date the redemption price of each of the Warrants to be redeemed will become due and payable and that the interest thereon shall cease to accrue from and after said date, and
- (5) the place or places where the Warrants to be redeemed are to be surrendered for payment of the redemption price.

Section 4.04 Payment of Redemption Price

Prior to any redemption date, the Issuer shall deposit or cause to be deposited with the Paying Agent an amount of money sufficient to pay the redemption price of all the Warrants which are to be redeemed on that date. Such money shall be held in trust for the benefit of the persons entitled to such redemption price.

Section 4.05 Warrants Payable on Redemption Date

(a) Notice of redemption having been given as aforesaid, the Warrants so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Warrants shall cease to bear interest. Upon presentation of any such Warrant for redemption, such Warrant shall be paid by the Issuer at the redemption price. Installments of interest due on or prior to the redemption date shall be payable to the Holders of the Warrants according to the terms of such Warrants and the provisions of this Ordinance.

(b) If any Warrant called for redemption shall not be so paid upon surrender thereof for redemption, the principal of the Warrant to be so redeemed shall, until paid, continue to bear interest from the redemption date at the rate prescribed in such Warrant.

(c) Any Warrant which is to be redeemed only in part shall be surrendered at the designated corporate office of the Paying Agent (with, if the Issuer or the Paying Agent requires, due endorsement by, or a written instrument of assignment or transfer in form satisfactory to the Issuer and the Paying Agent duly executed by the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Paying Agent shall authenticate and deliver to the Holder of such Warrant, without service charge, a new Warrant or Warrants of any Authorized Denomination as requested by such Holder in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Warrant so surrendered.

ARTICLE 5

The Warrant Fund

Section 5.01 The Warrant Fund

(a) There is hereby established a special fund which shall be designated the "Series 2016 General Obligation Warrants Fund" (the "Warrant Fund"). The Paying Agent shall be the depository, custodian and disbursing agent for the Warrant Fund. The money in the Warrant Fund shall be used only to pay principal of, premium (if any) and interest on the Warrants as the same shall become due and payable.

(b) There shall be deposited in the Warrant Fund the following amounts on the following dates:

(1) On or before June 25, 2016 and on or before the 25th day of each June and December thereafter, until and including December 25, 2035, the Issuer shall deposit into the Warrant Fund an amount equal to the interest coming due on the Warrants on the next ensuing interest payment date, the first such interest payment date being July 1, 2016.

(2) On or before December 25, 2016 and on or before the 25th day of each December thereafter, to and including December 25, 2035, the Issuer shall deposit an amount equal to the principal on the Warrants maturing or subject to mandatory redemption on the next ensuing principal payment or mandatory redemption date, the first such principal payment or mandatory redemption date being January 1, 2017.

(3) All other money required to be deposited in the Warrant Fund pursuant to this Ordinance.

(c) The Paying Agent will deposit in the Warrant Fund all money received by the Paying Agent when accompanied by directions that such money is to be deposited in the Warrant Fund.

(d) The Issuer and Paying Agent covenant and agree that (i) all money transferred to or deposited in the Warrant Fund shall be applied to the payment of principal of, premium (if any) or interest on the Warrants within 13 months from the date of such transfer or deposit and (ii) all income and profits received from investment of money in the Warrant Fund shall be applied to the payment of principal of, premium (if any) or interest on the Warrants within 12 months from the date of receipt of such income or profits.

(e) The Issuer acknowledges that deposits and transfers to the Warrant Fund required by this Section have been calculated to provide amounts which will be sufficient to pay the principal of, premium (if any) and interest on the Warrants as the same becomes due and payable. If on any principal or interest payment date the amount on deposit in the Warrant Fund is insufficient to pay the principal of, premium (if any) and interest on the Warrants due and payable on such date, the Issuer will forthwith pay any such deficiency into the Warrant Fund.

(f) The Issuer hereby authorizes and directs the Paying Agent to withdraw sufficient money from the Warrant Fund to pay the principal of, premium (if any) and interest on the Warrants as the same become due and payable, whether at maturity, by call for redemption, prepayment, or otherwise.

(g) The Issuer shall collect the revenues, income, taxes, assets and resources of the Issuer, and the Issuer shall promptly deposit into the Warrant Fund from the aforesaid sources all amounts required to be deposited in the Warrant Fund at the times therefor.

Section 5.02 Investment of and Security for Warrant Fund

(a) Money in the Warrant Fund shall be invested by the Paying Agent at the written direction of the Issuer in Qualified Investments. Investments shall be made so that a sufficient principal amount shall mature or be redeemable at the option of the holder on or prior to the date or dates the Issuer and the Paying Agent anticipate that money from the fund invested will be required hereunder. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment if made in compliance herewith.

(b) All income derived from the investment of money on deposit in the Warrant Fund shall remain in the fund where earned and be credited against the next ensuing deposit specified therefor, and all losses resulting from liquidation of investments in the Warrant Fund shall be charged to the fund where such loss occurred and added to the next ensuing deposit specified therefor.

(c) The moneys at any time on deposit in the Warrant Fund shall be and at all times remain public funds impressed with a trust for the purpose for which said fund was created. The Paying Agent shall at all times keep the moneys on deposit in the Warrant Fund continuously secured for the benefit of the Issuer and the registered owners of the Warrants, either (1) by holding on deposit as collateral security Government Obligations or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Comptroller of the Currency, United States Treasury, having a market value at any date of calculation (exclusive of accrued interest) not less than the amount of moneys on deposit in the fund being secured, or (2) if the furnishing of security in the manner provided in (1) above is not permitted by the then applicable law and regulations, then in such other manner as may be required or permitted by the then applicable state and federal laws and regulations respecting the security for, or granting a preference in the case of, the deposit of public trust funds; provided, however, that it shall not be necessary for the Paying Agent to secure any portion of the moneys on deposit in any such fund that may be insured by the Federal Deposit Insurance Corporation or by any agency of the United States of America that may succeed to its functions, or to secure any portion of the moneys that are invested as herein provided.

ARTICLE 6

Special Covenants of the Issuer

Section 6.01 Covenants With Respect to Tax Exemption for Interest; Designation of Warrants Pursuant to Section 265 of the Code

(a) The Issuer agrees that the Warrants are being sold on the basis that the interest payable on the Warrants is excludable from gross income of the registered owners thereof for federal income taxation under Section 103 of the Code.

(b) The terms used in this Section in quotation marks shall have the definitions and meanings provided by the Code.

(c) The Issuer hereby covenants and agrees with the registered owners from time to time of the Warrants that:

(1) the proceeds of the Warrants will be used solely for the governmental purposes for which the Warrants were issued;

(2) none of the proceeds of the Warrants will be applied for any "private business use" nor will any part of the proceeds of the Warrants be used (directly or indirectly) to make or finance loans to persons other than a governmental unit;

(3) the payment of the principal of or interest on the Warrants is not (under the terms of the Warrants or any underlying arrangements) directly or indirectly (i) secured in any way by any interest in property used or to be used for a "private business use" or by payment in respect of such property or (ii) to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a "private business use;"

(4) the proceeds of the Warrants shall not be used or applied by it, and funds shall not be accumulated in the Warrant Fund in such a manner, and no investment thereof shall be made, as to cause the Warrants to be or become "arbitrage bonds," as that term is defined in Section 148 of the Code;

(5) the Issuer will comply with the requirements of Section 148(f) of the Code with respect to any required rebate to the United States; and

(6) the Issuer will make no use of the proceeds of the Warrants that would cause the Warrants to be "federally guaranteed" under Section 149(b) of the Code and the payment of the principal of and interest on the Warrants shall not be (directly or indirectly) "federally guaranteed" (in whole or in part) as described in said Section, except as otherwise permitted in said Section.

(d) The Issuer hereby further covenants and agrees with the registered owners of the Warrants that, to the extent permitted by law, it will not take any action, or omit to take any action, with respect to the Warrants that would cause the interest on the Warrants not to be and remain excludable from gross income pursuant to the provisions of Section 103 of the Code.

(e) The Issuer has investigated and determined that the reasonably anticipated amount of tax-exempt obligations to be issued by it or its "subordinate entities" during the current calendar year will not equal

or exceed \$10,000,000. The Issuer hereby ratifies, adopts, confirms and incorporates herein by reference the Bank-Qualification Certificate signed by the Mayor, City Clerk/Treasurer and Controller.

(f) The Issuer does hereby designate the Warrants as "qualified tax-exempt obligations" for the purposes of paragraph (3) of subsection (b) of Section 265 of the Code. The Warrants are "bank-qualified."

Section 6.02 Continuing Disclosure Undertaking

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, the Issuer hereby agrees to

(i) post its annual audited financial statement on the EMMA website by March 31 of each calendar year for the prior fiscal year ending September 30, provided, however, that if the audited financial statement is not yet available, the Issuer will post an unaudited draft financial statement on the EMMA website by said date, in such format similar to that contained in "HISTORICAL OPERATING RESULTS" in the Official Statement, and its audited financial statement within thirty business days of eventual receipt,

(ii) an annual update to the information contained in "SOURCES OF GENERAL FUND REVENUES" in the Official Statement,

(iii) within ten Business Days after the occurrence of a reportable event, notice of the occurrence of any of the following events with respect to the Warrants: (a) principal and interest payments delinquencies, (b) non-payment related defaults, if material, (c) unscheduled draws on debt service reserves reflecting financial difficulties, (d) unscheduled draws on credit enhancements reflecting financial difficulties, (e) substitution of credit or liquidity providers or their failure to perform, (f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations affecting the tax-exempt status of the Warrants, (g) modifications to rights of holders of the Warrants, if material, (h) calls for redemption, if material, and tender offers, (i) defeasances, (j) release, substitution or sale of property securing repayment of the securities, if material, (k) ratings changes, (l) bankruptcy, insolvency, receivership or similar events, (m) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material, and (n) appointment of a successor or additional paying agent or the change of name of a paying agent, if material, and

(iv) in a timely manner, notice of any failure by the Issuer to provide the required annual financial information on or before the date specified.

The Issuer reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that, the Issuer agrees that any such modification will be done in a manner consistent with the Rule. The Issuer reserves the right to terminate its obligation to provide the annual operating information and financial information and notices of material events, as set forth above, if and when the Issuer no longer remains an obligated person with respect to the Warrants within the meaning of the Rule. The Issuer acknowledges that its undertaking pursuant to the Rule described under this heading is intended to be for the benefit of the registered owners of the Warrants and shall be enforceable by the holders; provided that, the holders' rights to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the Issuer's obligations hereunder and any failure by the Issuer to comply with the provisions of this undertaking shall not be an event of default with respect to the Warrants and shall not subject the Issuer

to money damages in any amount, whether compensatory, penal or otherwise. The name, address and telephone number of the initial contact person at the Issuer are as follows:

Robert G. Shuman or successor as City Clerk/Treasurer
City of Opelika
City Hall
PO Box 390
Opelika, Alabama 36803
Phone: 334-705-5150
email: RShuman@opelika-al.gov

The Issuer has not always been in compliance with its continuing disclosure obligations, having failed to timely post certain of the Issuer's audited financial statements and other annual financial information, or notice of the failure thereof, on the EMMA website and failing to post rating change notices, though information about bond insurer rating changes was common industry knowledge.

The Issuer has self-reported certain outstanding warrant issues to the SEC pursuant to the Municipalities Continuing Disclosure Cooperation Initiative.

In its prior continuing disclosure undertakings, the Issuer covenanted to provide annual financial information, including its audit, in most cases within 180 days of the Issuer's fiscal year end, and in two instances by March 31 following the Issuer's fiscal year end (the Issuer's fiscal year ends September 30). The Issuer filed its 2009 audit on the EMMA website on April 14, 2010, its 2010 audit on June 6, 2011, its 2011 audit on May 1, 2012, its 2012 and 2013 audits on April 3, 2014 and its 2014 audit on March 19, 2015. The Issuer filed notice of its failure to timely file certain prior audits on the EMMA website on November 12, 2014.

The Issuer failed to file certain information for fiscal years 2012-2014 as required under the continuing disclosure undertaking relative to its Electric System Revenue Warrants, Series 2011, dated March 1, 2011. The Issuer filed this information on the EMMA website on December 3, 2015. The Issuer filed notice of its failure to timely file this information on the EMMA website on December 2, 2015.

The Issuer failed to file its fiscal year 2015 budget as required under the continuing disclosure undertaking relative to its General Obligation Warrants, Series 2014, dated December 18, 2014. The Issuer filed this information on the EMMA website on November 30, 2015. The Issuer filed notice of its failure to timely file this information on the EMMA website on December 2, 2015.

To the best of the City's knowledge, it is up to date on all EMMA filings, including any failure to file notices.

ARTICLE 7

The Paying Agent

Section 7.01 Designation of Paying Agent

The Issuer does hereby designate and appoint The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent") as the Paying Agent for the Warrant Fund and as Warrant Registrar and authenticating agent for and with respect to the Warrants.

Section 7.02 Duties of Paying Agent; Payments at Par

(a) The Paying Agent, by acceptance of its duties hereunder, shall have undertaken to perform only such duties as are specifically set forth in this Ordinance and no implied covenants or obligations shall be read in this Ordinance against the Paying Agent. The Paying Agent is not required to risk or expend its own funds in the performance of its duties hereunder.

(b) The Paying Agent, by acceptance of its duties hereunder, shall be construed to have agreed thereby with the registered owners from time to time of the Warrants that it will make all remittances of principal of and interest on the Warrants from money supplied by the Issuer for such purpose in bankable funds at par and without discount or deduction for exchange, fees or expenses. The Issuer hereby covenants and agrees with the registered owners of the Warrants and with the Paying Agent that it will pay all charges for exchange, fees or expenses which may be incurred by the Paying Agent in the making of remittances in bankable funds at par.

Section 7.03 Resignation; Appointment of Successor

(a) The Paying Agent may resign and be discharged of all duties imposed upon it as Paying Agent, Warrant Registrar and transfer agent by giving written notice of such resignation by certified or registered mail to the Issuer at least thirty (30) days prior to the date when such resignation shall take effect.

(b) If at any time the Paying Agent shall resign or be or become incapable of acting or shall be adjudged bankrupt or insolvent or a receiver of the Paying Agent or of its property shall be appointed or any public officer shall take charge or control of the Paying Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer may remove the Paying Agent and the Issuer shall promptly appoint a successor Paying Agent.

Section 7.04 Qualification of and Acceptance of Appointment by Successor

(a) Any successor Paying Agent shall be a bank or trust company authorized to act as Paying Agent and Warrant Registrar and having, at the time of its acceptance of such appointment, combined capital and surplus of at least \$50,000,000.

(b) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to the Issuer and to the retiring Paying Agent an instrument accepting such appointment and thereupon the resignation or removal of the retiring Paying Agent shall become effective and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, and duties of the retiring Paying Agent.

Section 7.05 Merger or Consolidation

Any corporation into which the Paying Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Paying Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent, shall be the successor of the Paying Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Warrants shall have been authenticated, but not delivered, by the Paying Agent then in office, any successor by merger or consolidation to such authenticating Paying Agent may adopt such authentication and deliver the Warrants so authenticated with the same effect as if such successor Paying Agent had itself authenticated such Warrants.

Section 7.06 Compensation of Paying Agent

The Paying Agent shall be entitled to reasonable compensation for its services hereunder as mutually agreed with the Issuer and to the prompt reimbursement of its expenses reasonably and necessarily incurred in connection with its duties hereunder (including reasonable legal fees, costs and expenses). If the Paying Agent is required by a governmental agency or court proceeding initiated by a third party to undertake efforts beyond those which are set forth herein but related thereto (other than due to the Paying Agent's negligence or willful misconduct), the Paying Agent shall notify the Issuer of the same in writing and the Issuer shall promptly pay the Paying Agent for such extraordinary fees, costs and expenses reasonably and necessarily incurred in connection therewith.

ARTICLE 8

Sale of Warrants; Official Statement

Section 8.01 Sale and Delivery of Warrants; Closing Papers

(a) The Warrants are hereby sold to Stifel Nicolaus & Company, Incorporated, as Underwriter, upon the payment to the Issuer of the purchase price of \$6,420,811.20 (which price reflects the par amount of \$5,990,000 less an underwriters' discount of \$41,930 and plus a net original issue premium of \$472,741.20). The City Council has determined that the sale of the Warrants as herein provided is most advantageous to the Issuer. The Warrants shall be delivered to the Underwriters through the Depository Trust Company, New York, New York, upon the payment to the Issuer of the aforesaid purchase price. The Mayor is hereby authorized and directed to execute the Warrant Purchase Agreement with the aforesaid Underwriter. Any prior execution is hereby ratified and approved. The issuance expenses described on Exhibit A and incorporated herein by reference are each hereby approved and the Paying Agent may make such payments of expenses on behalf of the Issuer.

(b) The Mayor, the City Clerk/Treasurer, or either of them, are hereby authorized and directed to effect such delivery and in connection therewith to deliver such closing papers (including a Bank-Qualification Certificate, a Non-Arbitrage Certificate and an IRS Form 8038-G) containing such representations as are required to demonstrate: the legality and validity of the Warrants; the exclusion of the interest on Warrants from the gross income of the registered owners thereof for federal income taxation; the exemption of interest on the Warrants from State of Alabama income taxation; and the absence of pending or threatened litigation with respect to any of such matters. The Treasurer shall give a receipt to the purchasers for the purchase price paid, and such receipt shall be full acquittal to the purchasers and said purchasers shall not be required to see to, or be responsible for, the application of the proceeds of the Warrants. Nevertheless, the proceeds of the Warrants shall be held in trust and applied solely for the purposes specified in this Ordinance.

Section 8.02. Approval of Official Statement for the Warrants

(a) The Preliminary Official Statement and the final Official Statement dated February 17, 2016 (collectively the "Official Statements") with respect to the Warrants in substantially the form and of substantially the content as the Preliminary Official Statement and final Official Statement presented to and considered by the City Council, are hereby authorized, approved and adopted.

(b) The City Council does hereby find and determine that the Official Statements are true and correct and do not contain an untrue statement of a material fact or omit to state a material fact required to be

stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(c) The Mayor of the Issuer is hereby authorized to execute and deliver the final Official Statement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as he may deem necessary or desirable in order to state fully and correctly the pertinent facts concerning the Issuer and the Warrants.

(d) The Mayor of the Issuer is authorized and directed to cause distribution of the final Official Statement to be made to prospective purchasers of the Warrants.

ARTICLE 9

Payment of Warrants

(a) Warrants for the payment or redemption of which moneys shall have been set aside and held by the Paying Agent on the maturity or redemption date thereof shall be deemed to have been paid and no longer Outstanding under this Ordinance.

(b) Warrants shall, prior to the maturity or redemption date thereof, be deemed to have been paid and no longer Outstanding under this Ordinance if (1) in case any of said Warrants are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Paying Agent in form satisfactory to it irrevocable instructions to give and publish notice of redemption thereof on such date and (2) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or Government Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same time and available for such purpose, shall be sufficient, to pay when due the principal of, premium (if any) and interest due and to become due on said Warrants on and prior to the redemption date or maturity date thereof, as the case may be.

(c) Neither Government Obligations nor moneys deposited with the Paying Agent pursuant to this Section nor principal nor interest payments on any such Government Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on said Warrants; provided that any cash received from such principal or interest payments on such Government Obligations deposited with the Paying Agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested, at the written direction of the Issuer, in Government Obligations maturing at times and in amounts sufficient to pay when due the principal, premium (if any) and interest to become due on said Warrants on and prior to such redemption date or maturity date thereof, as the case may be.

(d) Any amounts remaining in the Warrant Fund after payment in full of the Warrants (or provision made therefor in accordance with this Article 9), and payment of the fees, charges and expenses of the Paying Agent and all other amounts required to be paid hereunder, shall be paid to the Issuer.

ARTICLE 10

Advance Refunding and Redemption of Series 2007 Bonds

(a) The Series 2007 Bonds shall be redeemed by the Board on July 1, 2017 (the “Redemption Date”) at a redemption price (expressed as a percentage of principal amount) for each Refunded Series 2007 Bond to be redeemed equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium or penalty.

(b) The Issuer hereby calls and further approves the Board’s call (pursuant to a resolution of the Board of Directors thereof adopted on December 15, 2015) of the Series 2007 Bonds for redemption on the Redemption Date. Said Series 2007 Bonds will become due and payable on the Redemption Date at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon until the date fixed for redemption, without premium or penalty. All interest on the Series 2007 Bonds so called for redemption will cease to accrue on the Redemption Date.

(c) The Board has represented to the Issuer that the Board is not in default under the Indenture pursuant to which the Series 2007 Bonds were originally issued and no such default is imminent.

(d) The Issuer hereby agrees it will not alter, amend, repeal or revoke this Ordinance calling the Series 2007 Bonds for redemption as provided herein except for manifest error and this Ordinance shall constitute an irrevocable trust agreement with the Paying Agent for the retirement of the Series 2007 Bonds.

(e) The Paying Agent is hereby authorized and directed to give and publish notice to the holders of the Series 2007 Bonds that such bonds have been called for redemption on the Redemption Date. Such notice shall be given and published as provided in the Indenture and pursuant to the Book-Entry System and the Letter of Representation.

ARTICLE 11

Refunding Trust Agreement

The Issuer hereby authorizes, adopts and approves the Refunding Trust Agreement between the Board and the Paying Agent with respect to the Series 2007 Bonds that are being advance refunded and redeemed as more particularly described therein and herein. The Chairman and the Secretary/Treasurer of the Board are hereby authorized to execute, attest, seal and deliver the Refunding Trust Agreement for and on behalf of and in the name of the Issuer, with such changes or additions thereto or deletions therefrom as the Chairman may deem necessary or desirable.

ADOPTED AND APPROVED this the 1st day of March, 2016.

PRESIDENT OF THE CITY COUNCIL OF THE
CITY OF OPELIKA, ALABAMA

ATTEST:

CITY CLERK/TREASURER

TRANSMITTED TO MAYOR on this the 1st day of March, 2016.

CITY CLERK/TREASURER

ACTION BY MAYOR

APPROVED this the ____ day of _____, 2016.

MAYOR

ATTEST:

CITY CLERK/TREASURER

EXHIBIT A**Approved Issuance Expenses**

The Paying Agent is authorized to begin paying the following approved expenses on the Closing Date, with any sums remaining after the payment of all issuance expenses to remain in the Warrant Fund to be applied to the first interest payment date July 1, 2016:

(1)	Financial Advisor Public Financial Management, Inc.	\$17,500.00
(2)	Bond Counsel Jones Walker LLP	\$15,000.00
(3)	Rating Agency Moody's Investor Services	\$13,500.00
(4)	Rating Agency Standard & Poor's	\$11,475.00
(5)	Escrow/Paying Agent BNY Mellon Trust Company	\$2,000.00
(6)	Verification Report The Arbitrage Group	\$2,500.00
(7)	DTC, CUSIP	\$3,000.00
(8)	Miscellaneous expenses of any of the above parties	<u>\$796.11</u>
	TOTAL	<u>\$65,771.11</u>