

UTILITIES DEPT.

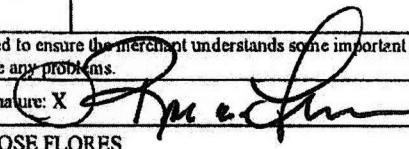
COPY

Application Source \_\_\_\_\_ Sic Code: \_\_\_\_\_ Referral ID#: \_\_\_\_\_ Bank Rep Name: \_\_\_\_\_ Sales Rep: I. Villarreal

MERCHANT TRANSACTION PROCESSING AGREEMENT — MERCHANT APPLICATION

201504 TMSA Merchant Application SBS Pass Through

CONFIDENTIAL

1. BUSINESS INFORMATION				
(Federal regulations require we collect information to verify customer identity and we retain this information)				
Business Legal Name (must match name on tax return): ("MERCHANT" WEBB COUNTY, TEXAS)		Business D/B/A: WEBB COUNTY WATER UTILITES		
Location Street Address: (No P.O. Boxes) 513 MARTHA DRIVE		City: RIO BRAVO	State: TX	Zip: 78046
Contact Name: ROSE FLORES	Phone: (956) 523-5590	Fax: (956) 724-7806	Email: RCFLORES@WEBBCOUNTYTX.GOV	
Mailing/Billing Address: (If different from Location) 1110 WASHINGTON STREE SUITE 201		City: LAREDO	State: TX	Zip: 78040 Phone: (956) 523-5590
2. BUSINESS PROFILE AND ASSUMPTIONS				
# of Locations: 1	Fed. Tax ID: 74-6001587	Annual Visa/MasterCard/Discover Volume (\$): 1,800,000.00	Length of Ownership: 99 Yr 11 Mo	Business Open Date: 01/01/1848
Average Ticket (\$): 45.00	Highest Ticket (\$): 500.00	Avg. monthly Vol. (\$): 150,000.00	Visa/MasterCard/Discover Currently Accepted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, attach copy of most recent 3 months statements</i>	
# of Employees: 25	Ownership Type: Government	% of Goods/Services Cash and Carry: 100		
Type of Business: Retail		Type of Goods/Services sold: (Please include a copy of your return/refund policy) UTILIES COMPANY		
Previous Processor: (Please include copy of statements)		Business Website: WWW.WEBBCOUNTY.COM		
Card Present <u>80</u> % + Card Not Present <u>20</u> % = TOTAL: 100% If CNP Choose one: _____		Sales to: Consumer <u>100</u> % + Business <u>0</u> % = TOTAL: 100% Card Swipe <u>100</u> % + Imprint <u>100</u> % = TOTAL Card Present %		
Application Type: Never had bankcards	Add. Location LOC/Old MID:	Dun & Bradstreet #: (If available)	Have you or your business ever declared bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Do you use any third party fulfillment houses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please provide a contact list of all third party fulfillment houses.		Do you work with any third parties or software vendors who have access to cardholder data? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide a contact list of all third parties and software vendors who have access to cardholder data.		
When is cardholder billed for goods/services? <input type="checkbox"/> On Order <input type="checkbox"/> On Shipment Average number of days between order and shipment?				
Expected date of first transaction? 08/15/2015		Do you operate as a Seasonal Merchant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If seasonal, indicate operating months: <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sep <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec				
3. REFERENCES				
Bank Reference Name: IBC BANK	Contact: CUSTOMER SERVICE	Phone: (956) 724-1616	Account Number:	
Trade/Supplier 1 Name: LABATT FOOD SERVICE	Contact: CUSTOMER SERVICE	Phone: (956) 286-4934	Account Number: BY NAME	
Trade/Supplier 2 Name: ARGUINDEGUI OIL COMPANY	Contact: CUSTOMER SERVICE	Phone: (956) 722-5251	Account Number: BY NAME	
4. VISA DISCLOSURE				
<b>MEMBER BANK (ACQUIRER) INFORMATION</b> Synovus Bank 1125 First Avenue Columbus, GA 31904 706-649-4900	<b>IMPORTANT MEMBER BANK (ACQUIRER) RESPONSIBILITIES</b> 1. A Visa member is the only entity approved to extend acceptance of Visa products directly to a merchant. 2. A Visa member must be a principal (signer) to the Merchant Agreement. 3. The Visa member is responsible for and must provide settlement funds to the merchant. 4. The Visa member is responsible for all funds held in reserve that are derived from settlement. 5. The Visa member is responsible for educating merchants on pertinent <i>Visa Core Rules and Visa Product and Service Rules</i> .		<b>IMPORTANT MERCHANT RESPONSIBILITIES</b> 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with <i>Visa Core Rules and Visa Product and Service Rules</i> .	
The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands some important obligations of each party and that the Visa Member (acquirer) is the ultimate authority should the merchant have any problems.				
Merchant Name: WEBB COUNTY, TEXAS		Authorized Signature: 		
Address: 513 MARTHA DRIVE RIO BRAVO TX 78046		Print Name: ROSE FLORES		
Title: MANAGER		Date: 07/31/2015		

5. SCHEDULE OF FEES

Application (Non-Refundable) \$ <u>0.00</u> Per MID	Start-Up Fees (One-Time Charge) Installation/Training \$ <u>0.00</u> Per MID	Reprogram \$ <u>0.00</u> Per Terminal
Wireless Setup \$ <u>0.00</u> Per Terminal	Rush Fee \$ <del>25</del> Per MID	Other One-Time \$ _____

Billed Monthly Fees		Authorization Fees	
Account Maintenance <sup>2</sup>	\$ <u>5.00</u> per month/MID	Visa/MasterCard	
Annual Fee	\$ <del>30.00</del> annually/MID	Discover <sup>3</sup> /PIN Debit <sup>2</sup>	\$ 0.0500 each
Chargeback Fee	\$ 15.00 each	American Express <sup>2</sup>	\$ 0.0500 each
Internet/Gateway	\$ 0.00 per month/MID	EBT <sup>1 2</sup>	\$ 0.0000 each
Monthly Minimum Discount	\$ <del>20.00</del> per month/MID	DialPay <sup>2</sup>	\$ 0.50 each
Rental Fee Monthly <sup>2</sup>	\$ 10.00 per device	Voice (All Cards)	\$ 0.75 each
Wireless Monthly <sup>2</sup>	\$ 0.00 per device	Other	\$ 0.00
Online Reporting	\$ 0.00 per month/MID	Other	\$ 0.00
PCI Compliance Fee <sup>2</sup>	\$ <del>8.99</del> per month/MID		
Other	\$ 2.50		
Other	\$ _____		

Accepts Credit <input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> Discover	Accepts Signature Debit <input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> Discover	Accepts Commercial <input checked="" type="checkbox"/> Visa <input checked="" type="checkbox"/> MasterCard <input checked="" type="checkbox"/> Discover
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VISA/MASTERCARD/DISCOVER

Pass through pricing: 0.1000 % DISCOUNT on SALES + \$ 0.1000 per item on gross items (SALES plus Credits + Batch Fees)

AMERICAN EXPRESS

Existing  New  SE# \_\_\_\_\_ Estimated Annual American Express Volume \$ \_\_\_\_\_  
 Discount 2.89 % (EDC) And Per Item \$ 0.15  -OR- Monthly Flat Fee \$7.95  
 I understand that the terms and conditions for American Express Card Acceptance ("Terms and Conditions") will be sent to the business entity indicated above along with the welcome letter upon approval of such business entity to accept the American Express card by American Express Travel Related Services Company, Inc. By accepting the American Express card for the purchase of goods and/or services, such business entity agrees to be bound by the Terms and Conditions.

CARD BRAND FEES

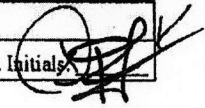
Visa Zero Floor Limit: \$0.1039 per transaction without corresponding authorization	Visa Base II: \$0.0023 per Visa transaction	MasterCard Kilobyte Fee: \$0.0014 per each settled MasterCard transaction
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The following fees will be passed through at Card Brand's rate: Interchange, Assessments, Visa Exception Item Fee, Visa Network Acquirer Processing Fee, Visa International Acquirer Fee (including High Risk), Visa Partial Authorization Non-participation Fee, Visa International Service (including cash advance), Visa Misuse, Visa Debit Transaction Integrity, Visa Fixed Acquirer Network Fee, Visa APF (Acquirer Processing Fee), Visa AMF (Authorization Misuse Fee), MasterCard NABU Fee: \$0.0195 per each authorized MasterCard transaction (except collection and refund transactions which will be assessed this fee upon settlement), MasterCard AVS Fee - Card Present: \$0.005 on all transactions processed at Card Present merchant locations where AVS was performed, MasterCard AVS Fee - Card Not Present: \$0.0075 on all transactions processed at Card Not Present merchant locations where AVS was performed, MasterCard Interregional Account Status Inquiry: \$0.03 per each \$0 Account Status Inquiry performed on a card not issued in the same country as the merchant's location, MasterCard Intraregional Account Status Inquiry: \$0.025 per each \$0 Account Status Inquiry performed on a card issued in the same country as the merchant's location, MasterCard Cross-Border U.S.: 0.60% per each dollar of transaction processed at a U.S. location on a non-U.S. issued card, MasterCard Cross-Border U.S.-PR: 0.60% per each dollar of transaction processed at a Puerto Rico location on a non-Puerto Rico issued card, MasterCard Cross-Border Non-U.S.: 1.00% per each dollar of transaction processed in foreign currency at a non-U.S. location on a U.S. issued card, MasterCard Cross-Border Non-U.S.-PR: 1.00% per each dollar of transaction processed in foreign currency at a non-Puerto Rico location on a Puerto Rico issued card, MasterCard Processing Integrity Fee - Card Present: \$0.045 per each approved MasterCard authorization without a reversal request within 24 hours of the initial card-present authorization, MasterCard Processing Integrity Fee - Card Not Present: \$0.045 per each approved MasterCard authorization without a reversal request within 72 hours of the initial card-not-present authorization, MasterCard Processing Integrity Fee - T&E: \$0.045 per each approved MasterCard authorization without a reversal request within 20 days of the initial T&E authorization, MasterCard Processing Integrity Fee > 120 Days: \$0.045 per each approved MasterCard authorization without a corresponding settled transaction or reversal within 120 days of the approved authorization, MasterCard Digital Enablement Fee: 0.01% per cardholder not present transaction, Discover International Processing Fee, Discover International Service Fee, Discover Data Usage Fee, Discover Network Authorization Fee, All Other Applicable Card Brand Fees.

ACCOUNT CLOSURE FEE

MERCHANT shall have the option to terminate this Agreement prior to the end of the initial term by giving MERCHANT BANK and TMS (30) thirty days written notice of such early termination. If notice is provided (a) within twelve (12) months of the Effective Date, MERCHANT will deliver to TMS an early termination fee of \$250.00; or (b) after twelve (12) months from the Effective Date, MERCHANT will deliver to TMS an early termination fee of \$150.00. After the initial term, MERCHANT may terminate this Agreement on thirty (30) days written notice to TMS and will be assessed a termination fee of \$150.00. Notwithstanding the foregoing, if MERCHANT is located in Arkansas, the early termination fee shall not exceed \$50.00. Notwithstanding early termination, all terms of the Agreement expressly intended to survive the termination of this Agreement shall survive such termination.

6. TSYS MERCHANT INSIGHTS<sup>SM</sup> ESSENTIALS<sup>2</sup>

60 day free trial period. Billed at \$29.99 per location per month if not cancelled during free trial period.  
 Merchant declines to participate in the Tsys Merchant Insights<sup>SM</sup> Essentials product. Merchant Initials: 

<sup>1</sup>Plus Interchange, switch and other fees assessed by EBT and debit networks.

<sup>2</sup>These products and services are provided by TMS and not MERCHANT BANK. MERCHANT BANK has no responsibility or liability therefor.

Merchant Initials: 

**7. CARD COMPROMISE ASSISTANCE PROGRAM (CCAP)**

CCAP Fee (PCI Validated): \$ 9.95 per month/MID, if MERCHANT is validated for PCI Compliance with TMS's vendor.

CCAP Fee (PCI Non-Validated): \$ 34.95 per month/MID, if MERCHANT is not validated for PCI Compliance with TMS's vendor, beginning 75 days after signing. This program is not being offered by Merchant Bank. Merchant Bank has no responsibility or liability under this program.

Merchant Initials: \_\_\_\_\_

**8. CARD COMPROMISE ASSISTANCE PROGRAM (CCAP) OPT OUT**

MERCHANT may only opt out if MERCHANT validates PCI Compliance with TMS vendor within 75 days of signing. If at any time MERCHANT is not validated for compliance MERCHANT will be automatically enrolled in CCAP until such time that MERCHANT restores validation, at which point MERCHANT will again be opted out. MERCHANT declines to participate in the Card Compromise Assistance Plan ("CCAP"). MERCHANT understands that under the terms of the AGREEMENT, MERCHANT is responsible for all expenses, fines, assessments, and penalties that arise in the event that a data breach is suspected or occurs at one or more of MERCHANT's locations. Further, MERCHANT understands and agrees that CCAP assistance will not be available to help pay any of the above mentioned expenses, fines, assessments, or penalties in the event of a suspected or actual data breach at one or more of MERCHANT's locations. MERCHANT acknowledges that despite opting out of CCAP, MERCHANT will still be assessed a PCI Validation Fee. This program is not being offered by MERCHANT BANK. MERCHANT BANK has no responsibility or liability under this program.

Merchant Initials: *[Signature]*

**9. SALES PROFESSIONAL VERIFICATION**

By the signature below, the Sales Professional verifies that that the information stated in this Agreement is correct to the best of his/her knowledge and is as represented to him/her by MERCHANT.

Sales Professional Signature <i>[Signature]</i>	Sales Professional Name Printed <b>IRENE VILLARREAL</b>	
Sales Organization <b>TSYS Merchant Solutions</b>	Application Date <b>07/31/2015</b>	Physical Site Inspection Conducted By Sales Professional <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**10. FUNDS TRANSFER**

In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the account set forth in the enclosed voided check or bank letter.

**Place Voided Check Here**  
(If voided check is not available, please attach a letter from the bank that shows account & routing numbers on the bank's letterhead.)

Please provide copy of driver's license OR the following information:

Name	<i>Rosa Claudia Flores</i>
DOB	<i>JAN. 2, 1974</i>
DL#	<i>09321186</i>
Date of Issuance	<i>JAN 22, 2010</i>
State of Issuance	
Expiration Date	<i>JAN 02, 2016</i>

Sales Professional Initials: **X** \_\_\_\_\_

← **NEEDED**

Merchant Initials: **X** *[Signature]*

Date: 7/31/15 Requested by: Office: Rep: IRENE VILLARREAL  
 QID DBA Name: WEBB COUNTY WATER UTILITES # of Terminals: 1.00 Ship by TSYS Merchant Solutions  
 Multi Merchant:  Yes  No # to load: of Associated/Base Merchant:  Yes  No

**11. MERCHANT DOWNLOAD REQUIREMENTS**

Brand/Model Ingenico iCT250 <input type="checkbox"/> Furnished Repair <input checked="" type="checkbox"/> Furnished No Repair Equipment Option Rental (month-to-month) Equip \$ 10.00 Quantity 1 Taxes \$ 0.00 Shipping \$ 10.00 Total \$ 20.00 Payment Option Rent	Brand/Model <input type="checkbox"/> Furnished Repair <input checked="" type="checkbox"/> Furnished No Repair Equipment Option Equip \$ _____ Quantity _____ Taxes \$ _____ Shipping \$ _____ Total \$ 0.00 Payment Option _____	Brand/Model <input type="checkbox"/> Furnished Repair <input checked="" type="checkbox"/> Furnished No Repair Equipment Option Equip \$ _____ Quantity _____ Taxes \$ _____ Shipping \$ _____ Total \$ 0.00 Payment Option _____
Software Vendor:	Payment Application	Version
Terminal Capture Close Time 06:00	Time Zone: Central	

MERCHANT BANK has no responsibility or liability for sale, lease or disposition of equipment or for Check Service or Gift Card services.

Imprinter:  Standard  Mini Sales Draft:  Long  Short Plates:  Long  Short Charge:  Rep  Merchant  
 Paper:  Starter Kit:  Additional Supplies:  Total Charge: 0.00  
 Total purchase price MUST exceed \$300 for multiple debits. Number of months MUST NOT exceed 3 months.

Merchant E-mail: \_\_\_\_\_ Merchant Fax: \_\_\_\_\_  
 Merchant Web Site URL: \_\_\_\_\_ Gateway/IP Provider: \_\_\_\_\_  
 Website/Software/Developer Name: \_\_\_\_\_  
 E-mail: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**12. INDUSTRY/PROGRAMMING INFORMATION**

AMEX #: \_\_\_\_\_  
 Programming Information:  
 Check Service:  Yes (Attach Form) Company: \_\_\_\_\_ Number: \_\_\_\_\_  
 PIN Debit:  Yes  No  
 Gift Card:  Yes (Attach Form) Company: \_\_\_\_\_ Range: \_\_\_\_\_

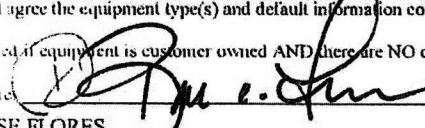
**13. SHIPPING INFORMATION REQUIREMENT**

Deliver to:  Sales Rep  Merchant  Other: GROUND Shipping Method: GROUND  
 Name: WEBB COUNTY WATER UTILITES Notes: PLEASE ENCRYPT PIN BASED DEBIT IN TERMINAL  
 Attention: ROSE FLORES  
 Address: 513 MARTHA DRIVE  
 City/State/Zip: RIO BRAVO TX 78046

**14. CASH ADVANCE INFORMATION**

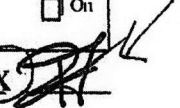
Name of Financial Institution: \_\_\_\_\_ Fed Tax ID: \_\_\_\_\_  
 Branch Name: \_\_\_\_\_ Notes: \_\_\_\_\_  
 Branch Address: \_\_\_\_\_  
 Branch City State Zip: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_

**15. MERCHANT SIGNATURE REQUIRED**

I have reviewed and agree the equipment type(s) and default information contained on this form are what I require to conduct credit card transaction processing.  
 Signature not required if equipment is customer owned AND there are NO changes in program application defaults.  
 Authorized Signature:  Date: 07/31/2015  
 Printed Name: ROSE FLORES Title: MANAGER

**16. STANDARD INFORMATION REQUIRED**

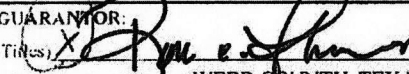
Address Verification (Default Value is ON) <input type="checkbox"/> Off	Cashier/Clerk Numbers (Default Value is OFF) <input checked="" type="checkbox"/> On
Invoice Number (Default Value is "Auto Generate") <input type="checkbox"/> Off	Server Numbers/Reporting (Default Value is ON) <input type="checkbox"/> Off
CVV2 (Default Value is ON) <input type="checkbox"/> Off	TAB Options (Default Value is ON) <input type="checkbox"/> Off
Fraud Protection (MSV) (Default Value is ON) <input type="checkbox"/> Off	TIP Adjust (Default Value is ON) <input type="checkbox"/> Off
Store and Forward (Hypercom/Nurit) (Default Value is OFF) <input type="checkbox"/> On	TIP Processing (Default Value is ON) <input type="checkbox"/> Off
EBT (Default Value is OFF) <input type="checkbox"/> On	TIP Calculator (Omni/Verix & Nurit Only) (Default is OFF) <input type="checkbox"/> On
Debit (Default Value is OFF) <input checked="" type="checkbox"/> On	

Merchant Initials: X 

**17. PERSONAL GUARANTY**

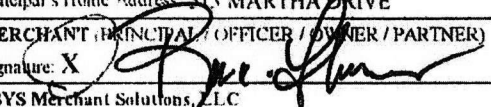
THIS general, absolute, and unconditional continuing Guaranty ("GUARANTY") by the undersigned (collectively "GUARANTOR" or "my" or "I" or "me"), is for the benefit of Synovus Bank ("MERCHANT BANK") and TSYS Merchant Solutions, LLC ("TMS"). For value received, and in consideration of the mutual undertakings contained in the Merchant Transaction Processing Agreement and allied agreements ("AGREEMENT") between MERCHANT BANK, TMS, and "MERCHANT", the name of which is set forth below, I hereby absolutely and unconditionally guarantee the full and faithful performance and prompt payment of all MERCHANT's obligations to MERCHANT BANK and TMS, together with all costs, expenses, and attorneys' fees incurred by MERCHANT BANK and TMS in connection with any actions, inactions, or defaults of MERCHANT. My liability shall not be affected by any settlement, modification, release, waiver, discharge or variation of terms of any obligation of MERCHANT, of GUARANTOR, or any other person or by any failure of MERCHANT BANK or TMS to exercise or enforce any of its rights against MERCHANT. I waive notice of acceptance of GUARANTY, notice of demand, prosecution of collection, all exemption and homestead laws and all setoffs and counterclaims. I waive any right to require MERCHANT BANK or TMS to proceed against other entities or MERCHANT, or to require MERCHANT to comply with AGREEMENT, all my rights under O.C.G.A. 10-7-24 being hereby expressly waived and relinquished. This is a guarantee of payment and not of collection. There are no conditions attached to the enforcement of this GUARANTY. I authorize MERCHANT BANK, TMS, and their agents or assigns, to make from time to time, business or personal credit inquiries and other inquiries MERCHANT BANK or TMS considers necessary to review the acceptance of and continuation of this GUARANTY, including requesting reports on GUARANTOR from consumer reporting agencies. By executing this GUARANTY, I acknowledge that TMS and/or MERCHANT BANK has a legitimate business need for the information contained in any personal credit report that may be obtained in connection with this GUARANTY, and that this GUARANTY is a business transaction that was initiated by the GUARANTOR. Should GUARANTOR ask MERCHANT BANK or TMS whether or not a consumer report has been requested, MERCHANT BANK or TMS will inform GUARANTOR whether or not a consumer report was requested and, if such a report was requested, will supply GUARANTOR with the name and address of the consumer reporting agency that furnished such report. Further, upon request from MERCHANT BANK or TMS, GUARANTOR agrees to provide financial statements and/or tax returns to verify my ability to guarantee MERCHANT's liabilities under the AGREEMENT (however, alimony, child support or separate maintenance income need not be revealed if I do not wish to have it considered as a basis for repaying my obligations under this GUARANTY). I agree that this GUARANTY shall be governed and construed in accordance with the laws of the state of Georgia, and in the event of any dispute that the courts of the state of Georgia shall have and be vested with personal jurisdiction over me. This is a continuing GUARANTY and shall remain in effect until one hundred eighty (180) days (plus the period of any warranty or guarantee on goods and/or services sold by MERCHANT and processed as SALES, from the date of the last SALE processed by MERCHANT under AGREEMENT) after receipt by MERCHANT BANK or TMS of written notice by me terminating or modifying the same. The termination of AGREEMENT or GUARANTY shall not release me from liability with respect to any obligations incurred prior to the effective date of termination of this GUARANTY. No termination of this GUARANTY shall be effected by any change in my legal status or any change in the relationship between MERCHANT and me. This GUARANTY shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of GUARANTOR, MERCHANT BANK, and TMS.

IN WITNESS WHEREOF, the GUARANTOR has caused this GUARANTY to be duly executed effective as of the date written below.

**PERSONAL GUARANTOR:**  
 (Signature-No Titles)  Print Name: (No Titles) ROSE FLORES Date: 07/31/2015  
 MERCHANT (Business Legal Name) WEBB COUNTY, TEXAS Social Security Number<sup>3</sup>: \_\_\_\_\_  
 Home Address: 513 MARTHA DRIVE RIO BRAVO TX 78046 Home Phone: (956) 523-5590 Work Phone: (956) 523-5590

**18. AGREEMENT ACCEPTANCE**

By their execution below the undersigned parties agree to abide by the Merchant Transaction Processing Agreement (the "AGREEMENT") which consists of this Merchant Application and the Terms and Conditions to TSYS Merchant Solutions, LLC Merchant Transaction Processing Agreement (April 2015) (the "Terms and Conditions") and all documents, schedules, addendums, rules and regulations referred to in the Terms and Conditions or in this Application or both, and MERCHANT acknowledges receipt of the Terms and Conditions at the time of signing. MERCHANT warrants that the information provided on the Merchant Application is complete and accurate and certifies that MERCHANT does not and will not provide, offer or facilitate gambling services, including offering or facilitating internet gambling services, or establishing quasi-cash, credits, or monetary value of any type that may be used to conduct gambling. MERCHANT authorizes TMS and/or MERCHANT BANK to provide a copy of this Merchant Application to any third party for the services requested. MERCHANT, its signing officer, owner, partner or principal authorize TMS, MERCHANT BANK or their agents or assigns, to make from time to time, business or personal credit inquiries and other inquiries in connection with this Merchant Application or the Agreement. By executing this Merchant Application, MERCHANT, its signing officer, owner, partner or principal acknowledge that TMS and/or MERCHANT BANK has a legitimate business need for the information contained in any personal credit report that may be obtained in connection with this Merchant Application or the Agreement, and that this Application is a business transaction that was initiated by the MERCHANT. The undersigned individuals each authorize TMS and MERCHANT BANK or its representative(s) to investigate the credit of each such person signing below as an owner or officer, partner or principal of MERCHANT including requesting reports from consumer reporting agencies on each such person (if such person asks MERCHANT BANK or TMS whether or not a consumer report was requested, MERCHANT BANK or TMS will tell such person, and if MERCHANT BANK or TMS received a report, MERCHANT BANK or TMS will give such person the name and address of the agency that furnished it), and each represents that he/she has the authority to provide such information. If Applicable, MERCHANT agrees by its signature below to the Equipment Agreement and/or the Card Compromise Assistance Plan Agreement. In witness whereof the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives effective on the date signed or approved by MERCHANT BANK. MERCHANT BANK is not party to and has no liability or responsibility under the Equipment Agreement or the Card Compromise Assistance Plan Agreement. Merchant Bank (i) does not sponsor Processor into the Discover or American Express Network, (ii) is not providing or agreeing to provide Merchant any services hereunder with respect to Discover or American Express Network Card transactions, and has no responsibility or liability therefor, and (iii) does not determine or approve or agree upon any fees, charges, pricing, or any other terms and conditions, relating to Discover or American Express Network Card transactions. The Terms and Conditions can be accessed at [www.tsysmerchantsolutions-alt.com](http://www.tsysmerchantsolutions-alt.com). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH INDIVIDUAL OR BUSINESS WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE WILL ALSO ASK TO SEE YOUR DRIVER'S LICENSE AND/OR OTHER IDENTIFYING DOCUMENTS.

Principal's Name (Please Print) <u>ROSE FLORES</u>		Title: <u>MANAGER</u>	
Equity Ownership (%)	Home Phone No. <u>(956) 523-5590</u>	Date of Birth:	Principal's Soc Sec No <sup>3</sup> :
Principal's Home Address: <u>513 MARTHA DRIVE</u>		City: <u>RIO BRAVO</u>	State: <u>TX</u> Zip: <u>78046</u>
MERCHANT (PRINCIPAL) (OFFICER / OWNER / PARTNER) Signature: <u>X </u>		Name (Please Print): <u>ROSE FLORES</u>	Title: <u>MANAGER</u> Date: <u>07/31/2015</u>
TSYS Merchant Solutions, LLC ("TMS") Signature		Name:	Title: <u>MANAGER</u> Date: <u>07/31/2015</u>
Synovus Bank ("MERCHANT BANK") Signature:		Name:	Title: Date:

<sup>3</sup>TMS' Privacy Policy is available at [www.tsysmerchantsolutions-alt.com](http://www.tsysmerchantsolutions-alt.com)

**AMENDMENT TO THE MERCHANT TRANSACTION PROCESSING AGREEMENT**

201504 ACF Waiver

This Amendment supplements and amends the Merchant Transaction Processing Agreement ("Agreement") entered into between the merchant identified at the bottom of this Amendment ("Merchant"), Synovus Bank ("Merchant Bank"), and TSYS Merchant Solutions, LLC ("Processor"). Except as specifically modified herein, all terms and conditions of the Agreement will remain unchanged and in full force and effect. This Amendment is not effective until accepted by the Processor.

Now therefore, in consideration of the mutual promises made herein, and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The parties agree to amend the Agreement as follows: the PARTIES agree to delete in its entirety the Account Closure Fee section from the Schedule of Fees section of the Merchant Application portion of the Agreement, and to delete all other references to the Account Closure Fee from the Terms and Conditions of the Agreement.

WEBB COUNTY WATER UTILITIES

"MERCHANT"

By: *Rose Flores*

Print Name: ROSE FLORES

Title: MANAGER

Date: \_\_\_\_\_

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WEBB COUNTY  
PURCHASING DEPT.

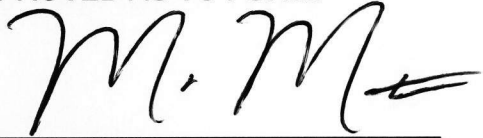
ATTEST:

  
\_\_\_\_\_  
TANO E. TIJERINA  
Webb County Judge

  
\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
Marco A. Montemayor  
Webb County Attorney

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**