



TOOELE COUNTY CORPORATION
 CONTRACT # 12-10-01

100 Throckmorton Street, Suite 1800 • Fort Worth, Texas 76102
 (800) 218-9344 • Fax: (817) 317-9191 • www.first-american.net
 Attention: ATM Department - ATM@first-american.net

FIRST AMERICAN USE ONLY

TERMINAL ID#: _____

ATM OWNER PROCESSING AGREEMENT

This ATM OWNER PROCESSING AGREEMENT ("Agreement") is made by and between First American Payment Systems, L.P., a Texas limited partnership ("FIRST AMERICAN"), 100 Throckmorton Street, Suite 1800, Fort Worth, TX 76102 and the undersigned Merchant, who is the owner or lessee of an ATM. The provisions of the attached Agreement are a part of this Agreement. Those provisions must be read before signing. By signing below, you agree to the terms on the attached Agreement. This Agreement is effective the date signed by FIRST AMERICAN.

BUSINESS NAME (PLEASE PRINT CLEARLY)

Exact Legal Name (as shown on Federal Tax Return): <u>Tooele County Corp</u>		Business DBA Name:	
Mailing/Billing Address: <u>47 South Main Street</u>		Physical Street Address (if different from mailing address):	
City, State, Zip: <u>Tooele UT 84074</u>		City, State, Zip:	
Corporate Phone #: <u>435 843 3190</u>	Fax #:	DBA Phone #:	DBA Contact: <u>Jeremy Walker</u>
Corporate Email Address: <u>JAWALKER@CO.TOOELE.UT.US</u>		DBA Email Address:	
Website Address:		Mail Correspondence To: <input type="checkbox"/> Physical Street Address <input type="checkbox"/> Mailing/Billing Address	
Type of Ownership: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> PA or PC <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Not for Profit <input checked="" type="checkbox"/> City/Government			Federal Tax #: <u> </u>
Years Applicant Owned Business: <u>100 yrs</u>	# of Locations:	Hours of Operation: M-F:	Sat/Sun:

EQUIPMENT INFORMATION

Quantity	Equipment Make	Equipment Model	Cash Price	\$
			Sales Tax (rate _____ %)	\$
			TOTAL CASH PRICE	\$

ATM INFORMATION

Surcharge Amount:	Denomination: <input type="checkbox"/> \$10 <input type="checkbox"/> \$20 <input type="checkbox"/> \$50 <input type="checkbox"/> \$100
Surcharge to Merchant:	ATM Connection Type: <input checked="" type="checkbox"/> Dial-Up Phone #: <input type="checkbox"/> High-Speed Internet
Interchange to Merchant:	Monthly Network Access Fee: \$30.00

BANK ACCOUNT INFORMATION

Bank Name: <u>Zions Bank</u>	Routing #: (9 Digits) <u>124000054</u>	Account #: <u>072006000</u>
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WARNING: This check contains the following security features: Check Protect Security Paper, Micro Signature Line and Colored Background.

TOOELE COUNTY * COUNTY AUDITOR
 TO THE TREASURER OF TOOELE COUNTY
 TOOELE, UTAH 84074

ZIONS BANK
 ZIONS FIRST NATIONAL BANK
 TOOELE BANKING CENTER • 740 NORTH MAIN
 TOOELE, UTAH 84074
 www.zionsbank.com
 31-5/1240

VOID

PAY TO THE ORDER OF

DATE: _____ AMOUNT: _____
 I HEREBY CERTIFY THAT THIS WARRANT IS WITHIN THE LAWFUL DEBT LIMIT OF TOOELE COUNTY, AND ISSUED ACCORDING TO LAW.

COUNTY AUDITOR
 PAYMENT AUTHORIZED ACCORDING TO LAW

COUNTY TREASURER

⑈ 120066 ⑈ ⑆ 124000054 ⑆ 072 00600 0⑈

ACKNOWLEDGEMENTS

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete and accurate.

Debit/Credit Authorization: MERCHANT hereby authorizes First American Payment Systems, L.P. ("First American") to initiate debit/credit entries to any bank account. The authority is to remain in full force and effect until all obligations of MERCHANT to First American have been performed and paid in full or First American has received written notification from MERCHANT of its termination in such a manner as to afford First American reasonable opportunity to act on it. This authorization extends to all entries including, but not limited to, lease, rental or purchase agreements for ATM equipment and amounts due for supplies and materials. MERCHANT authorizes First American or any other credit reporting agency employed by First American, or any other agent of First American, to make inquiries that First American deems appropriate, including but not limited to background investigations, credit reports, and other lawful sources to investigate, verify, or research any information obtained from merchant or contained herein for the purpose of this application or any application for accompanying ATM equipment financing. MERCHANT authorizes First American to release information disclosed on the Agreement and/or information regarding MERCHANT's transactions and experiences between First American and MERCHANT to First American's vendors, affiliates, third parties or business partners. MERCHANT may not change or alter its account information without thirty (30) days prior written notification to First American and the execution of any forms or instruments deemed reasonably necessary by First American.

Early termination of this Agreement may result in an Early Termination Fee as described in paragraph 15 of the Terms & Conditions.

All parties mutually agree that this is a commercial contract between businesses, not a consumer contract.

IMPORTANT NOTICE: All information contained in this application was supplied by MERCHANT and/or Guarantor. First American Payment Systems, L.P. shall not be responsible for any change in printed terms unless specifically agreed to in writing by an officer of First American Payment Systems, L.P. First American Payment Systems, L.P. may exercise the legal rights and receive the benefits of all provisions, terms and conditions hereof.

Assignment of Application/Agreement: This application and, if accepted by assignee hereunder in accordance with the terms and conditions of this application, this Agreement may be assigned by First American Payment Systems, L.P. (hereinafter defined as "First American"), or their respective affiliates or subsidiaries, to third parties without prior notice to MERCHANT. In the event of such assignment, all rights and obligations of First American set forth in this application and this Agreement will be assumed by such third party or parties. By signing below, MERCHANT hereby consents to such assignment.

MERCHANT UNDERSTANDS THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL MERCHANT HAS BEEN APPROVED BY FIRST AMERICAN PAYMENT SYSTEMS, L.P., AND A TERMINAL IDENTIFICATION NUMBER IS ISSUED.

MERCHANT and each Guarantor by signing below acknowledge to have received, read, and be bound by the Agreement. By signing below, MERCHANT acknowledges no verbal agreements or representations have been made and MERCHANT and Guarantor have relied solely on the Agreement.

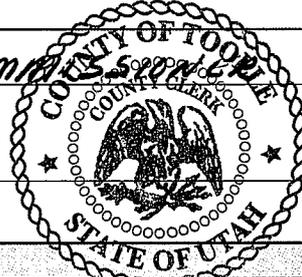
PRINT LEGAL NAME OF MERCHANT BUSINESS - DO NOT SIGN INCOMPLETE DOCUMENT

X Colleen Johnson Committee Chair 10-16-13
 #1 FROM APPLICATION - SIGNATURE TITLE DATE

ATTEST:

X Marilyn K Gillette _____ 10-16-13
 #2 FROM APPLICATION - SIGNATURE TITLE DATE

MARILYN K GILLETTE



FOR ALL ENTITIES TOOELE COUNTY CLERK

The undersigned personally warrants and represents that the persons identified in numbers 1 and/or 2 have the authority to execute the Agreement and the Terms & Conditions on behalf of the herewithin named entity and bind the entity to the Terms & Conditions.

X _____
 SIGNATURE TITLE DATE

INDIVIDUAL GUARANTY (NO TITLES)

The undersigned jointly and severally (if more than one) unconditionally guarantee to First American Payment Systems, L.P. and their successors and assigns ("First American") the full and prompt payment when due and performance of all the obligations of every kind of MERCHANT arising directly or indirectly out of the Agreement and all amendments or extensions thereto (collectively, the "Agreement") or any document or agreement executed and delivered by MERCHANT in accordance with the terms of the Agreement. This is a continuing guarantee and shall not be discharged or affected by each of the undersigned, shall bind the estate, heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of First American. Each of the undersigned hereby consents and agrees that First American may at any time, and from time to time, without notice to or further consent from any Guarantor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the liability of MERCHANT hereby guaranteed; substitute for any collateral so held by it other collateral of like kind, or of any kind; grant releases, compromises and indulgences with respect to the liability of MERCHANT hereby guaranteed and to any persons or entities now or hereafter liable therefore or hereunder; release any Guarantor of MERCHANT; or take or fail to take any action of any type whatsoever, and no such action which First American shall take or fail to take in connection with the Agreement or for the performance of any obligations or undertakings of MERCHANT, nor any course of dealing with MERCHANT or any other person, shall release any Guarantor's obligations hereunder, affect this Guaranty in any way or afford any Guarantor any recourse against First American.

The undersigned agrees, consents and submits to the Courts of the State of Texas, County of Tarrant, and agrees that such courts shall have exclusive jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees to pay all attorney fees and other expenses incurred by First American. By signing below, each Guarantor hereby agrees: (i) to have read and accepted all terms and conditions of this agreement contained herein, and (ii) that he/she will benefit from the services and financial accommodations provided to MERCHANT's business.

First American may proceed against any Guarantor with or without joining or first proceeding against MERCHANT or any other persons. The undersigned further unconditionally authorize(s) First American or its agents to investigate the information and references contained herein, and to obtain additional information about Guarantor(s) from credit bureaus and other lawful sources, including persons and companies named in the Agreement.

X Colleen Johnson 10-16-13 X _____
 GUARANTOR SIGNATURE #1 DATE GUARANTOR SIGNATURE #2 DATE

For Office Use Only:

ACCEPTED BY FIRST AMERICAN PAYMENT SYSTEMS, L.P. DATE SO#/REP#

THIS ATM PROCESSING AGREEMENT ("Agreement") is made by and between First American Payment Systems L.P., a Texas limited partnership ("First American"), 100 Throckmorton Street, Suite 1800, Fort Worth, Texas 76102, and afore signed Merchant ("Merchant"), with principal place of business as indicated herein, effective as of the date signed by First American.

WHEREAS, Merchant owns or leases a Media Dispensing Automated Teller Machine ("ATM") at the locations covered by this Agreement (the "Locations").

WHEREAS, Merchant is requesting First American to act as the exclusive provider of certain electronic funds transfer services to Merchant at the Locations.

WHEREAS, First American agrees to provide on the terms and conditions set forth herein the services outlined in this Agreement.

THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, First American and Merchant agree as follows:

1. **Services Provided.** First American agrees to provide on the terms and conditions set forth herein a transaction authorization service which will enable Merchant to offer media dispensing through one or more ATMs at the Locations subject of this Agreement. Authorization for ATM services will be arranged through or provided to Merchant by First American. Merchant will provide at its cost a dedicated communication source for each ATM. All costs of installation, maintenance, and service of the dedicated communication source shall be the responsibility of Merchant. The authorization service provided by First American will be available 24 hours a day, seven days a week, except when the ATM is not in operation, maintenance is required or ongoing, communication service is required, or otherwise when events occur beyond First American's control. Merchant agrees that First American shall be the exclusive provider of electronic transfer services to Merchant for any ATM subject of this Agreement and for any Location.

2. **Settlement.** First American will provide registration and sponsorship of each ATM into national and regional networks accessible to First American for processing ATM electronic funds transfer transactions for Merchant at the Locations. First American will contract with a Federal Deposit Insurance Corporation insured financial institution for settlement of all surcharge and interchange revenue generated by an ATM subject to this Agreement. In order to facilitate the settlement of monetary transactions, Merchant agrees to establish and maintain its own clearing account at a financial institution with Automated Clearing House ("ACH") capability. Merchant agrees to provide a pre-printed voided check for use by First American and the clearing house in establishing the clearing account and registration. Any revenue due Merchant will be distributed to Merchant as outlined in this Agreement. A third party contracted by First American ("ATM Driver"), and not First American, is responsible for settlement to Merchant of all daily cash withdrawals to be transferred to Merchant's clearing account using ACH. Settlements may occur on a delay basis as necessary. In the event the ACH for collection or payment of fees is rejected by Merchant's bank, Merchant agrees to pay First American a reject fee of no less than \$25.00 and no more than \$50.00. These fees shall be paid to First American via ACH. This serves as notice of the fee.

3. **Schedule of Payments.** First American agrees to pay Merchant a per transaction fee as indicated herein for each surcharged transaction processed and approved by a regional or national ATM network, as well as a percentage as indicated herein of the amount of any surcharges collected for transactions processed and approved by a regional or national ATM network. Payments to Merchant of the transaction fee and percentage of surcharge will be to Merchant's account as identified in this Agreement. Payments will be made typically by the last day of the month following the month the transactions were processed (or the next business day thereafter) via ACH deposit to Merchant's account. Merchant may be charged fees for transaction activity depending upon regional and national network's policies. At its option, First American may debit Merchant's account the amount of fees due. Merchant acknowledges that transaction fees may be adjusted to reflect any change in fees, if any, charged by the regional and national networks. Merchant agrees to pay a monthly access fee per ATM as provided herein. This fee will be deducted from the clearing account after the associated ATM has processed a transaction and monthly, thereafter.

ATM Driver is responsible to the Merchant for payments of all monies deducted from the ATM. ATM Driver will pay to the Merchant's account, as identified in this Agreement, on a delay basis as necessary. First American has no liability for failure of ATM Driver to fund Merchant's account in a timely manner or at all. However, First American will communicate with ATM Driver on the Merchant's behalf to assist in correcting discrepancies of payment by ATM Driver.

4. **Adjustment of Terms.** This Agreement or any provision hereof may be modified by First American upon three (3) days written notice to Merchant. Upon notice of such amendment, the Merchant has thirty (30) days after such notice to cancel this Agreement and not accept the amended terms by delivering written notice to First American of cancellation. In the event the Merchant fails to cancel this Agreement within such thirty (30) day period, this Agreement shall be deemed amended for all purposes for the remaining term of the Agreement.

5. **Credit/Debit Authorization.** Merchant hereby authorizes First American and any third party contracted by First American to initiate debit/credit entries to Merchant's account. The authority is to remain in full force until (a) First American has received written notification from Merchant in such a manner as to afford First American reasonable opportunity to act on it and (b) all obligations of Merchant to First American have been paid in full. In addition to all amounts owed First American under this Agreement, this authorization extends to entries concerning lease, rental or purchase agreements for the ATM machines and/or accompanying equipment and/or supplies and materials.

6. **Cash Replenishment.** Merchant or Merchant's agent is responsible for cash replenishment and periodic ATM balancing. Any request for adjustments of transaction amounts must be made no more than ninety (90) days from the date of the transaction, unless a shorter period is required under applicable law or National Automated Clearing House Association rules. No adjustments will be made if a request is made later than ninety (90) days from the date of the transaction. Merchant is solely responsible for any loss or theft of vault cash in the ATM.

7. **Maintenance.** Merchant is responsible for all first line maintenance to keep the ATM operational as more particularly described herein below. Merchant is responsible for all second line maintenance not covered by the manufacturer's warranty as more particularly described herein below.

8. **Insurance.** Merchant is responsible for all insurance covering but not limited to theft, damage to the ATM or damage to Merchant's property.

9. **Signage.** Merchant will permit FIRST AMERICAN, at its expense, to place signage on the exterior of each Location in which an ATM is operated, which prominently advertises the ATM. Merchant will permit FIRST AMERICAN to place any advertising or signage it chooses on any ATM or any ATM receipts.

10. **Limitation on Liability.** First American shall not be responsible for any loss or damage to the ATM, property, or persons as a result of any services performed under this Agreement, whether or not at the Locations, including the negligence of First American, other than as a result of the gross negligence or fraud of First American employees in the performance of services under this Agreement or paragraph 10. The above notwithstanding any liability of First American arising out of or related to gross negligence or fraud of its employees in the performance of services under this Agreement, shall not exceed the total monthly and annual fees collected by First American hereunder during the six (6) months immediately preceding the date upon which Merchant's claim for such damages arose.

11. **Errors.** In the event of an error by First American not constituting gross negligence or fraud of First American employees in the performance of services under this Agreement, First American shall be provided written notice of such error and shall have a reasonable period of time and opportunity to cure such error. Merchant agrees to accept the correction of any error by First American as its sole and exclusive remedy. Any liability of First American arising out of or relating to an error of First American not constituting gross negligence or fraud of First American employees in the performance of services under this Agreement, shall be limited to the total monthly fees collected by First American hereunder during the six (6) months immediately preceding the date upon which Merchant's claim for such damages arose. In no event shall First American have liability for loss of business, special, incidental, exemplary or consequential damages to Merchant or ATM customers.

12. **Limitations of Actions.** No action arising out of this Agreement for fraud or gross negligence of First American employees in the performance of services under this Agreement or an error under paragraph 10 shall be brought by Merchant more than four (4) months after the occurrence of the event upon which such action arose. If First American is required to appear in, or is made a defendant in, any legal action with respect to this Agreement, the ATM, the Location, any person, any services provided by First American or that involve Merchant's property, Merchant shall and does hereby indemnify and hold First American harmless from all loss, liability, and expense (including attorney fees and costs of court), except for any loss, liability, or expense arising out of the gross negligence or fraud of First American employees in the performance of services under this Agreement or an error under paragraph 10, in which case First American's liability shall be limited as provided in Paragraphs 8 and 10 above. First American shall not be liable for any loss, expense, or cost incurred by Merchant, ATM customers, or any persons or entity as a result of any error, negligence (including First American's own negligence), gross negligence, fraud or lack of performance by third parties contracted by First American or contracted by any contractor of First American to carry out First American's or such third party contractor's performance under this Agreement. First American's performance hereunder shall be excused in the event of maintenance, war, fire, explosions, power failures, government priorities, labor stoppage, supplier failure or delay, civil disorder, or breakdown or malfunction of machinery, transportation facilities or other equipment or companies associated with processing of ATM transactions, and all acts of God. FIRST AMERICAN MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE ELECTRONIC FUNDS TRANSFER SERVICES, EXCEPT AS EXPRESSLY PROVIDED AND LIMITED BY THIS AGREEMENT AND ANY ATTACHMENTS. NO ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY FIRST AMERICAN OR ANY OF FIRST AMERICAN'S AGENTS OR EMPLOYEES INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS, OR STATEMENTS CONTAINED IN USER GUIDES PROVIDED TO MERCHANT, SHALL BE BINDING UPON FIRST AMERICAN AS A WARRANTY OR PROMISE OF PERFORMANCE.

13. **Compliance with Laws.** The parties agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations. At the request of First American, Merchant will execute such documents, statements, or other instruments necessary to evidence Merchant's compliance with such laws, ordinances, rules, or regulations.

14. **Term and Termination.** The term of this Agreement shall be for a minimum of sixty (60) months for each ATM subject of this Agreement. This Agreement shall automatically renew with respect to each ATM for additional sixty (60) month periods at the end of each respective sixty (60) month period and respective renewal period, unless terminated by either party giving the other party written notice of intent not to renew at least ninety (90) days prior to the expiration date of the original term or any renewal term. The above notwithstanding, in the event of breach by Merchant of any term of this Agreement or any Attachment hereto, this Agreement or this Agreement with respect to any ATM may be terminated by First American by written notice to Merchant. From and after such effective termination date, Merchant shall cease displaying all service marks, names, and symbols at all terminated Locations, and shall promptly return to First American, all forms of advertising materials, instructions and equipment (unless wholly purchased and fully paid). Merchant's liability, including but not limited to, any discount charges, fees, and charge backs shall survive termination.

15. **Termination Fee.** In the event Merchant terminates the Agreement prior to the initial term or any renewal term, or breaches the Agreement, First American may, at its option, assess a fee equal to fifty cents per transaction times the average number of total transactions processed each month by Merchant's ATM during the three (3) months with the highest volume times the number of months remaining in the term, or the monthly and annual fees due through the unexpired term or renewal term, whichever is greater. Any fee will be electronically debited via ACH. Payment of a cancellation fee does not constitute an election of remedies or exclusive remedy for First American, and First American may pursue other remedies for breach including damages.

16. **Equipment and Associated Fees.** First American agrees to provide to Merchant and Merchant agrees to purchase or lease equipment at the price designated in this Agreement ("Equipment"). Merchant shall pay all taxes, installation, and shipping on the equipment. Prices quoted do not include applicable taxes. Merchant further agrees to all terms and to pay all fees as provided in this Agreement. Merchant shall be responsible for all expenses associated with any and all mandatory upgrades in order to gain or continue access into regional and national networks. The equipment is subject to a Manufacturer's Limited Warranty. The terms and conditions of such Manufacturer's Limited Warranty are outlined in the setup manuals provided by the manufacturer. Any second line maintenance expressly not covered by the manufacturer's warranty to keep the machine operational as identified herein below will be the responsibility of Merchant. To the extent not covered by the Manufacturer's Limited Warranty, Merchant will replace or repair any part of the ATM that has malfunctioned, including video screens, card readers, dispensing mechanisms, modems, receipt printer or any other operating hardware that is original manufacturer equipment. First American does not assume liability nor is First American responsible for first line maintenance, which includes, but is not limited to, cash replenishment, cash preparation or safekeeping, settlement, daily deposit pulls, deposit processing, site cleaning, installation or removal of the ATM, audits, inspections, insurance, video surveillance, alarms, replenishment of ribbons, receipt paper and other general supplies, checking/changing surveillance tapes, bulb replacement, filter maintenance and cleaning, cassette swaps, ATM balancing, general cleaning, phone lines or required power outlets. Merchant agrees to provide any other services, support or hardware required to operate the ATM, including, but not limited to, a dedicated phone line and RJ11 phone jack, and a dedicated 110 volt grounded electrical receptacle. Any lease payments quoted are estimates. A leasing company contracted for leasing of the ATM will provide Merchant with actual amounts for the lease payment.

17. **Bank Account Adjustment Fee.** First American may charge to ATM Merchant a fee not less than \$25.00 for a change of bank account for billing and/or settlement/adjustment.

18. **Investigative Consumer Report.** An Investigative Consumer Report or other similar report may be done in connection with this application. Merchant authorizes First American or any credit bureau or any credit reporting agency employed by First American or any agent of First American to provide credit information and otherwise investigate any statements or data obtained from or about Merchant or any of the principals of Merchant for the purpose of evaluating the credit status of Merchant or any principal of Merchant. First American may utilize such information without liability to Merchant. Execution of this Agreement does not guarantee that Merchant or its principals will meet the credit standards, if any, satisfactory to First American. First American may terminate this Agreement at any time for failure to maintain credit status satisfactory to First American.

19. **Trade Secrets.** The ATM consists in part of computer programs, procedures, forms and other related materials, which have been acquired or developed by First American or third parties at substantial expense. Merchant acknowledges that the foregoing are trade secrets that belong to and are of great value to First American, and disclosure to others of any of the programs, procedures, forms and other related materials with respect to the ATM will result in loss and irreparable damage to First American. Merchant therefore agrees not to disclose to others, any information regarding such programs, procedures, forms and other related materials with respect to the ATM, and shall not in any way reconfigure or reverse engineer such in any manner whatsoever.

20. **Attorney's Fees and Collection Costs.** In the event of any dispute arising out of or related to this Agreement, Merchant shall be liable for and shall indemnify and reimburse First American for any attorneys' fees, arbitration cost, and expenses incurred by First American in the enforcement hereof, including but not limited to collecting any amounts or obligations due from Merchant. First American shall assess a collection fee of not less than two hundred dollars (\$200.00) in the collections of any obligation or amounts due by Merchant.

21. **Governing Law; Severability.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Agreement is entered into and enforceable in Tarrant County, Texas. Venue for any dispute under this Agreement shall be in Tarrant County, Texas. Should any provision of this Agreement be held unenforceable or invalid under the laws of the United States of America or the State of Texas, or under any other applicable laws of any other jurisdiction, then the parties hereto agree that such provision shall be deemed modified for purposes of performance of this Agreement in such jurisdiction to the extent necessary to render it lawful and enforceable, or if such a modification is not possible without materially altering the intention of the parties hereto, then such provision shall be severed here from for purposes of performance of this Agreement in such jurisdiction. The validity of the remaining provisions of this Agreement shall not be affected by any such modification or severance, except that if any severance materially alters the intentions of the parties hereto as expressed herein (a modification being permitted only if there is no material alteration), then the parties hereto shall use their best reasonable efforts to agree to appropriate equitable amendments to this Agreement in light of such severance.

22. **Amendment.** Other than as provided in paragraph 4, this Agreement may be amended, modified, superseded or canceled, and any of the terms, provisions, covenants or conditions hereof may be waived, only by a written instrument executed by all parties hereto, or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any condition contained in this Agreement, or of the breach of any term, provision or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision or covenant.

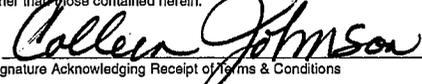
23. **Assignment.** The rights and obligations of Merchant hereto may not be assigned without the prior written consent of First American. The rights and obligations of First American hereunder may be assigned by First American.

24. **Indemnification.** Merchant does hereby indemnify and hold harmless First American from and against any claims, damages, actions, costs or expenses, including reasonable attorney fees and costs of court for any breach by Merchant of any provision of this Agreement, or for any liability of First American to ATM users, other than as the result of the gross negligence or fraud of First American employees.

25. **Notice.** Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given, if delivered personally, given by telecopy, facsimile, prepaid telex or telegram or mailed first class, postage prepaid, certified United States mail, return receipt requested, to the party to receive such notice, request, demand or communication at such party's address set forth herein; provided that, any party may change its address for notice by giving to the other party written notice of such change. Any notice given under this Section shall be effective (i) if delivered personally, when delivered, (ii) if sent by telecopy, facsimile, telex or telegram, upon sending, and (iii) if mailed, 48 hours after mailing.

26. **Due Authorization.** Merchant represents and warrants that the execution and delivery of this Agreement has been duly authorized by all actions required under the terms of the provisions of its governing instruments and creates a legal, valid, and binding obligation of Merchant. A facsimile of this document shall be deemed an original.

27. **Entire Agreement.** This Agreement, together with the Attachments hereto, represents the entire understanding between Merchant and First American with respect to the matters contained herein and may be amended only by an instrument in writing signed by the parties. There are no other representations or warranties, express or implied, other than those contained herein.

X  10-16-12
Signature Acknowledging Receipt of Terms & Conditions Date

MERCHANT PARTICIPATION AGREEMENT

THIS MERCHANT PARTICIPATION AGREEMENT ("Agreement") is made this 16 day of SEP 2013 by and between 1006 LE COUNTY 2930 W HOLY TR, TUCULE, UT 84074, whose principal place of business is TUCULE, UT 84074 (hereinafter referred to as "Merchant") and MetaBank whose principal place of business is 4900 S. Western Avenue, Sioux Falls, South Dakota 57108 (hereinafter referred to as "Bank").

WHEREAS, one or more automated teller machines ("ATMs") are located on Merchant's premises.

WHEREAS, certain ATMs located on Merchant's premises (i) participate through Bank in electronic funds transfer networks (as existing from time to time, the "Networks") pursuant to an arrangement ("ISO Arrangement") between Merchant and an ISO (as defined below); and (ii) are connected via telecommunications to a data processing platform of a company controlled by First Data Corporation (each a "First Data Company").

WHEREAS, such participation enables Merchant to originate Network transactions at ATMs using debit and/or credit cards participating in the Networks.

WHEREAS, in consideration of Merchant's participation in the Networks through Bank, Merchant has agreed to make certain representations and covenants directly to Bank.

In consideration of the promises set forth herein, Merchant and Bank hereby agree as follow:

1. Definitions. The terms set forth below and used in this agreement shall have the following meaning:

Applicable Law means (i) Any U.S. or non-U.S. federal, state, local or other law or statute; (ii) any rule or regulation issued by a governmental authority; and (iii) any judicial, governmental, or administrative order, judgment, decree or ruling, in each case as applicable to either party or the subject matter or transactions contemplated by this Agreement, including the Federal Bank Secrecy Act and the regulations implemented by the Office of Foreign Asset Control.

Covered ATMs means Merchant's ATMs that are listed on Schedule 1 attached hereto (as amended from time to time by the parties) and that are both (i) serviced by an ISO pursuant an ISO Arrangement existing on the date hereof; and (ii) connected via telecommunications to a First Data Company data processing platform.

Independent Sales Organization or ISO means a non-member agent who is registered with the applicable Networks by Bank to deploy ATMs as provided in an agreement between ISO and Bank.

Merchant Application means the application attached hereto as Exhibit A and incorporated herein.

Operating Rules means the By-Laws and operating rules of the Networks, as amended from time to time.

Principal means any person directly or indirectly, beneficially or otherwise, owning ten percent (10%) or more of Merchant, and any officer or director of Merchant.

Scrip Terminals are terminals that do not dispense cash and do not qualify as ATMs under various Operating Rules.

2. Merchant Representations and Warranties. Merchant represents and warrants to Bank the following:

2.1 All representations, statements and information made/provided by Merchant or on Merchant's behalf herein, in the Merchant Application, or in any document relating hereto or thereto, are true, accurate and complete at the time of completion and Merchant will update such information to Bank from time to time and upon request of Bank.

2.2 This Agreement is valid, binding, and enforceable against Merchant in accordance with its terms.

2.3 Each Covered ATM is serviced by an ISO.

2.4 Merchant is duly organized, validly existing, and is in good standing under the laws of the State where licensed or registered and is authorized to do business in each state in which the nature of Merchant's activities make such authorization necessary or required.

2.5 The execution, delivery and performance of this Agreement by Merchant are not in conflict with Merchant's articles of organization, by-laws, or any agreement, contract, lease or obligation to which Merchant is a party or by which it is bound and Merchant has the full power and authority to execute and deliver this Agreement and perform all its obligations hereunder.

2.6 Merchant is engaged in the business as denoted in the attached Merchant Application.

2.7 Neither Merchant nor any Principal of Merchant has been the subject of any of the following which has not been disclosed to the Bank:

- a. Criminal conviction (except minor traffic offenses and other petty offenses);
- b. Administrative or enforcement proceeding commenced by the Securities and Exchange Commission, or any other state or federal regulatory agency; or
- c. Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on the part of Merchant or any principal thereof.

3. Merchant Authorizations and Covenants.

3.1 Merchant hereby authorizes Bank to (a) investigate Merchant and/or Principals, (b) confirm any information provided on the Merchant Application and (c) confirm the accuracy of any representations, warranties or covenants made by Merchant in this Agreement. For this purpose, Bank may utilize credit bureau reporting agencies and/or its own agents. Bank agrees to maintain information relating to Principals in confidence and to not reuse or disclose such information other than in connection with the purpose for which it was obtained or as required by law.

3.2 Merchant will comply with the Operating Rules of each Network and Applicable Law with respect to the placement, servicing, operation and use of Covered ATMs and Merchant's participation in the Networks.

3.3 Merchant will provide prompt written notice to Bank of any change in information on the Merchant Application.

3.4 Merchant will provide prompt written notice to Bank of any material adverse change in the assets, operations or condition, financial or otherwise, of Merchant; and, any change in Principals.

3.5 Covered ATMs are placed in service with the assurance that such ATMs have not been altered or subject to unauthorized modifications or tampering prior to or at the time placed into service or anytime thereafter and are in compliance with all applicable Operating Rules.

3.6 Each covered ATM will at all times during the term of this Agreement be serviced by ISO.

3.7 Merchant acknowledges that Scrip Terminals are not covered by this Agreement and Scrip Terminals do not participate in any Networks through Bank. Any incorrect activation of Scrip Terminals, whether intentional or unintentional, programming changes, or any other attempt on the part of Merchant to fraudulently receive fees from Scrip Terminals will result in (i) full repayment of all fees collected, from the date such Scrip Terminal was incorrectly activated, (ii) a possible fine from applicable Network(s), and (iii) immediate termination of participation of Covered ATMs in Networks through Bank.

4. Bank Covenants. Subject to the terms hereof, Bank shall allow Covered ATMs to participate in the Networks through Bank pursuant to the ISO Arrangement and in accordance with the Operating Rules. For the avoidance of doubt, Bank is under no obligation to allow ATMs that are not driven by a First Data Company to participate in any Networks.

5. Term and Termination.

5.1 This Agreement shall commence as of the date first set forth above, and shall continue until terminated pursuant to Paragraph 5.2 below.

5.2 This Agreement may be terminated immediately upon termination of the ISO Arrangement. In addition, Bank may terminate this Agreement and/or participation of Merchant and/or any Covered ATM into any Network immediately if: (A) Merchant breaches any covenants or agreements contained in this Agreement or if any of Merchant's representations or warranties contained herein are inaccurate; or (B) Bank believes, due to any of the following, that the continued participation of Merchant through Bank could have an adverse effect on Bank or make it commercially impractical to continue providing the services hereunder: (i) changes in Operating Rules; (ii) changes to, or interpretations of, Applicable Law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to the Bank by such authority; or (iii) the occurrence of any circumstances with respect to this Agreement or the subject matter hereof.

6. Indemnification. Merchant shall indemnify and hold harmless Bank, its parent and affiliates, and its and their respective officers, directors, employees and permitted assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including the cost of investigating the claim, the cost of litigation, and reasonable attorneys fees, whether or not legal proceedings are instituted) (collectively, "Claims") paid or incurred by or on behalf of Bank which in any way directly or indirectly relate to, result from or arise out of: (A) any breach of any representation, warranty or covenant of Merchant contained in this Agreement or any schedule, exhibit or attachment, including the Merchant Application; (B) any act or omission of Merchant; (C) Merchant's violation of, or failure to comply with, the Operating Rules or the ISO Arrangement; (D) any Claim of a third party directly or indirectly relating to, resulting from or arising out of this Agreement, participation of an ATM through Bank, the provision of services under the ISO Arrangement, or the provision of terminal driving services by a First Data Company (including any Claim for indemnification by any Network or member thereof); or (E) a payment transaction or attempted payment transaction and arising out of any of the events or causes listed in the Operating Rules.

7. Third Party Beneficiary of ISO Arrangement. Merchant and Bank acknowledge and agree that Bank is a third party beneficiary of the ISO Arrangement and all rights of ISO under the ISO Arrangement may also be enforced by Bank for its own benefit.

8. Limitation of Liability. THE BANK'S CUMULATIVE AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO \$10,000.

9. Exclusion of Damages. IN NO EVENT WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, EXEMPLARY, PUNITIVE, SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Disclaimer of Warranties. THIS IS A SERVICE AGREEMENT, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT (IRRESPECTIVE OF ANY COURSE OF DEALING, CUSTOM OR

USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED OR INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

11. Assignment. Merchant shall not assign any of its rights or duties created by this Agreement without Bank's prior written consent. A transfer of control of majority interest in Merchant's business shall be deemed such an assignment.

12. Fees. Any fees charged by Bank for Merchant's and/or Covered ATM's participation in the Networks will be charged by Bank directly to ISO.

13. Miscellaneous.

13.1 Governing Law; Forum Selection. This Agreement will be governed by, interpreted and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Any action brought by either party against the other arising out of or related in any manner to this Agreement will be exclusively brought in the appropriate judicial forum located in Delaware, and not in any other state court or in any federal court based on diversity of citizenship.

13.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which will constitute an original hereof, and all of which taken together will constitute one and the same agreement.

13.3 Entire Agreement. This Agreement and the Merchant Application contain the entire agreement of the parties and supersede any prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. There are no representations, warranties, agreements, arrangements, or understandings, oral or written between the parties relating to the subject matter of this Agreement which are not fully expressed herein, or in the Merchant Application. The parties agree that the traditional formulation of the parol evidence rule (whereby extrinsic evidence may not be used to vary or contradict the unambiguous terms of a document that represents a final and complete expression of the parties' agreement) will govern in any action or proceeding that may ensue concerning this Agreement.

13.4 Amendment. This Agreement may be amended only by a writing duly executed by both parties.

13.5 Survival. Provisions of this Agreement that are intended to survive termination or expiration hereof to give effect to their intent or purpose shall survive the termination or expiration hereof, including Section 6 (Indemnification), Section 7 (Third Party Beneficiary of ISO Arrangement), Section 8 (Limitation of Liability), Section 9 (Exclusion of Damages), Section 10 (Disclaimer of Warranties) and Section 13 (Miscellaneous).

13.6 Severability. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect.

13.7 Binding Effect. Unless otherwise expressly noted, this Agreement and the rights and obligations created hereunder shall be binding upon and insure solely to the benefit of the Parties hereto and their respective permitted successors and permitted assigns and no other person shall acquire or have any right under or by virtue of this Agreement. Furthermore, unless otherwise expressly noted, nothing herein shall be implied, or is intended to be construed, to confer upon or give any rights or remedies to any third parties (including third party beneficiaries) under or because of this Agreement to any person or entity.

13.8 Notices. All notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (A) upon personal delivery (whether by messenger, overnight delivery, telegram, or otherwise), (B) upon facsimile transmission (receipt of which is orally confirmed by the recipient) or upon transmission by tested telex, or (C) three (3) business days after deposit, postage prepaid, in the United States mail, if sent by certified or registered mail, return receipt requested, and addressed to the parties at the address first set forth in this Agreement or in accordance with

such other address information as the party to receive notice may provide in writing to the other party in accordance with the above notice provisions. Any notice given by any other method will be deemed to have been duly given upon receipt thereof.

13.9 Insurance. Merchant will obtain and retain insurance coverage adequate to conduct the type of business in which it is engaged.

13.10 Waiver. No course of dealing or failure to enforce any provision or exercise any right under this Agreement by either party shall be construed as a waiver of such provision or right, affect the validity of this Agreement or curtail the ability of any party to enforce such provision or exercise such right in the future.

13.11 Construction. Section headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. References in this Agreement to any Section are to such Section of this Agreement. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" or "includes" is not limiting. The Exhibits and Schedules referred to herein shall be construed with and as an integral part of this Agreement to the same effect as if they were set forth verbatim herein.

13.12 Further Assurances. The parties from time to time after execution of this Agreement, without further consideration, will execute and deliver, as appropriate, such documents and take such actions as may be reasonably necessary or proper to carry out and consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives or agents as of the date first written above.

TOOELE COUNTY / DESERET PEAK
Merchant Name

Colleen Johnson
Principal/Officer Signature

COLLEEN JOHNSON, COMMISSIONER
Printed Name and Title

MetaBank

Officer Signature

Printed Name and Title

**EXHIBIT A
MetaBank
Merchant Application**

For Internal Use Only
Merchant #: _____

COMPANY (MERCHANT)

Company Name: <i>Tooele County Corp</i>		Tax Identification #: <i>87-6000317</i>	
Company Address 1: <i>47. South Main Street</i>			
Company Address 2:			
Company City: <i>Tooele</i>		Company State: <i>UT</i>	Company Zip: <i>84074</i>
Email: <i>jawalker@co.tooele.ut.us</i>		Company Phone: <i>435 843 3190</i>	Company Fax:

PRINCIPAL OWNER (APPLICANT)

Principal Owner Name:		
Home Address 1:		
Home Address 2:		
Home City:	Home State:	Home Zip:
Home Phone:	Driver License State:	Percent of Ownership*:
Cell Phone:	Driver License #:	
Social Security Number:	Date of Birth:	

***If Applicant owns less than 50% of Company, additional Applicant/s must complete a Merchant Application until at least 50% of Company is represented.**

Unless you are a governmental agency, answers to the following questions must be attested to by an authorized representative of Applicant and apply, as applicable, to both the Company and the Principal Owner:

Has Applicant ever been convicted of any felony under state, federal or foreign law or is Applicant currently under investigation for any violation under state, federal or foreign law?
 Yes No (If Yes, attach explanation)

Has Applicant ever had a state-issued regulatory or business license revoked?
 Yes No (If Yes, attach explanation)

Has Applicant ever entered into a consent agreement or been adjudicated in a state or federal enforcement action or is such an enforcement action currently pending against Applicant, including enforcement actions related to violations of the Bank Secrecy Act or other anti-money laundering statutes?
 Yes No (If Yes, when, by which authority, what was the nature of the violation, and what was the disposition?)

Has Applicant filed bankruptcy within the last ten years?
 Yes No

Company owns/leases the ATMs listed on Schedule 1 to the Agreement?
 Yes No

Company has access to the inside of the ATMs and/or owns the cash in the ATMs?
 Yes No

Company has been doing business with the ISO below since:
 Prior to November 1, 2005 After November 1, 2005

GENERAL RELEASE

In connection with my application for network participation, I and the company that I represent understand that investigative background inquiries are to be made concerning myself including some or all of the following: consumer reports, investigative consumer reports, criminal, and other reports. These reports may include information as to my character, credit, general reputation, personal characteristics, mode of living, work habits, performance, and experience along with reasons for termination of past employment from previous employers. Further, I understand that you will be requesting information from various federal, state and other agencies which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences as well as claims involving me from the files of insurance companies. I authorize, without reservation, any party or agency contacted by MetaBank or its agent to furnish the above mentioned information.

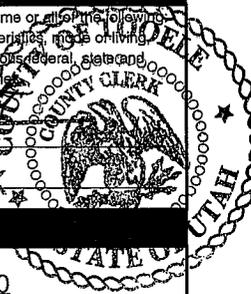
Print Full Name: *COLLEEN JOHNSON*

Applicant's Signature: *Colleen Johnson*

ATTEST:
Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK

INDEPENDENT SALES ORGANIZATION (ISO)

Company Name: <u>First American Payment Systems L.P.</u>	Phone #: <u>800-218-9344</u>	ISO #: <u>829700</u>
Contact Name: <u>ATM Division</u>	Email: <u>atm@first-american.net</u>	



Schedule 1
Covered ATMs

Location Name	Address	City	State	Zip
Deseret Peak complex Indoor Arena	2930 West Hwy 112	Tooele,	Ut.	84074
Deseret Peak complex Aquatic Center	2930 West Hwy 112	Tooele,	Ut.	84074



100 Throckmorton Street, Suite 1800 • Fort Worth, Texas 76102
 (800) 218-9344 • Fax: (817) 317-9191 • www.first-american.net
 Attention: ATM Department - ATM@first-american.net

ATM ACH AUTHORIZATION RELEASE

FOR OFFICE USE ONLY:																						
Terminal Number: <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 150px; height: 20px;"><tr><td> </td><td> </td></tr></table> <small>(Change or Delete only)</small>																					Effective Date: _____	
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> CHANGE																						
This form serves as an attachment to:																						
<input checked="" type="checkbox"/> Terminal Profile <input type="checkbox"/> Income Distribution <input type="checkbox"/> Fee Billing Request																						
Customer Account #: 829700	Customer Name: First American Payment Systems, L.P.																					

TERMINAL LOCATION INFORMATION	
Legal Business Name of Terminal Location: <i>Tooele Co Corp</i>	
Physical Address of Terminal: 	
City, State, Zip: 	

The undersigned authorizes Core Data Resources/FDRAS to credit or debit its account for the following items:

- DAILY TRANSACTION SETTLEMENT
- SETTLEMENT ERROR CORRECTIONS
- ADJUSTMENTS
- FEES
- INCOME DISTRIBUTION

The credits and debits pursuant to this agreement will be effected through the Federal Reserve automated clearing house system.

ACCOUNT INFORMATION											
This form MUST be accompanied by a Printed Voided Check or Bank Letter											
Financial Institution Name: <i>Tooele County Corp</i>											
Street Address: <i>47 South Main</i>											
City, State, Zip: <i>Tooele UT 84074</i>											
Phone: <i>(435) 843-3191</i>	Fax: ()										
Business Name as it Appears on Account: <i>Tooele County Treasurer</i>											
Routing and Transit Number: (9 Digits) <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 150px;"><tr><td>1</td><td>1</td><td>2</td><td>4</td><td>0</td><td>0</td><td>0</td><td>0</td><td>5</td><td>4</td></tr></table>	1	1	2	4	0	0	0	0	5	4	Account Number: <i>072006006</i>
1	1	2	4	0	0	0	0	5	4		
Account Type: <input checked="" type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account											

Change Orders Only: Old Routing and Transit Number: (9 Digits) <table border="1" style="display: inline-table; border-collapse: collapse; text-align: center; width: 150px;"><tr><td> </td><td> </td></tr></table>																					Old Account Number:
Has the account owner changed? <input type="checkbox"/> Yes <input type="checkbox"/> No																					

Undersigned represents and warrants to FDRAS that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and the Account Holder is true and correct.

X *Jeremy Walker* Date: *7/12/12*
Account Owner Signature

Jeremy Walker, Treasurer
Print Name and Title

WARNING: This Check contains the following Security Features: Check Protect Security Paper, Micro Signature Line and Colored Background

TOOELE COUNTY * COUNTY AUDITOR
TO THE TREASURER OF TOOELE COUNTY
TOOELE, UTAH 84074

ZIONS BANK
ZIONS FIRST NATIONAL BANK
TOOELE BANKING CENTER • 740 NORTH MAIN
TOOELE, UTAH 84074
www.zionsbank.com
31-571240

VOID

PAY
TO THE
ORDER
OF

DATE

AMOUNT

HEREBY CERTIFY THAT THIS WARRANT IS WITHIN
THE LAWFUL DEBT LIMIT OF TOOELE COUNTY, AND
ISSUED ACCORDING TO LAW.

COUNTY AUDITOR
PAYMENT AUTHORIZED ACCORDING TO LAW

COUNTY TREASURER

⑈ 120066 ⑆ 124000054 ⑆ 072 00600 0 ⑈

TOOELE COUNTY * COUNTY AUDITOR

TOOELE, UTAH 840

PROPOSAL

Whereas, Jay Harwood, owner of Pacific West, LLC owns two (2) ATM Machines (Terminal ID's 82970405 and 82970406) that are currently located at Deseret Peak Complex in Tooele County, and Tooele County desires to own such machines, we would like to propose the following.

On ~~June~~ ^{July} 1, 2012, Tooele County to take over the ownership of the two ATM Machines located at Deseret Peak Complex. As of this date, Tooele County will be responsible for transferring the ATM's to its account and all income associated with the ATM's will belong to Tooele County. Furthermore, as of this date, Tooele County will be responsible to fill and maintain the machines. In exchange for the two ATM Machines, Tooele County will provide Pacific West, LLC with Tooele County advertising in the amount of \$8,000 to be used as Pacific West and Tooele County agree on events and rates.

If this proposal is acceptable, please sign below and return a signed copy to us at 1515 W. 2200 S. Suite C, Salt Lake City, Utah 84119.

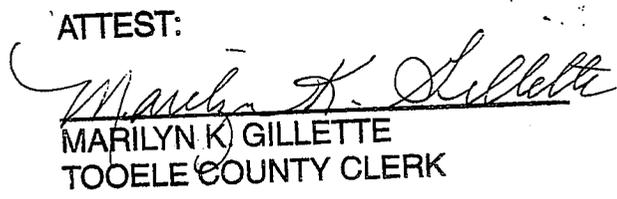
Thank you.

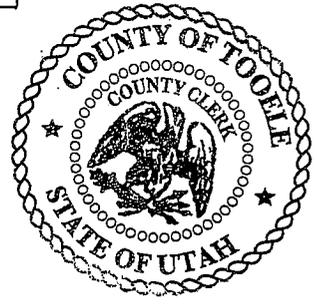

Jay Harwood, Owner
Pacific West, LLC

6/18/12
Date


Tooele County

5 June 12
Date

ATTEST:

MARILYN K. GILLETTE
TOOELE COUNTY CLERK



The first thing that needs to be completed is for them to set up a bank account for each of the ATM's. Second they will need to fill out the attached forms and fax or email them. The information and contact information is included below.

Thanks,
Amy

From: Teresa Scott [<mailto:teresa.scott@first-american.net>]
Sent: Tuesday, June 26, 2012 10:31 AM
To: Amy Norton
Subject: ATM Info

Amy, here are the forms needed to setup the processing for the new owners. Have them complete all of the attached forms and return them to me either via e-mail or to our fax at 817-317-9191. There will be a \$50 fee to process their application and then they will need a service technician to come to the new location(s) to program the machines. Normally, service technicians run about \$350, but the cost varies depending on the actual location. If the two machines will be in the same location, then I'm sure we can get a discounted rate for the technician. If you need anything else, please feel free to give us a call. – Teresa

Teresa Scott
First American Payment Systems, LP
100 Throckmorton Street, Suite 1800
Fort Worth, TX 76102
800-218-9344 *phone*
817-317-9191 *fax*

ATM Source of Funds Provider Declaration Agreement

("ISO")

MetaBank ("Bank")

SECTION A – Application: ATM Source of Funds Provider Completes Lines 1-10 ** PLEASE PRINT CLEARLY**

1. Name of Location (Doing Business As) <i>Deseret Peak Complex - Tooele County</i>		2. Physical Street Address of Location <i>2930 W. Hwy 112, Tooele, UT 84074</i>	
3. City, State, Zip <i>Tooele, UT 84074</i>		4. Location Phone Number <i>435-843-4003</i>	6. Processor
7. Business Tax ID Number <i>1966427-002-5TC</i>	8. Financial Institution Number (FI #, FDIC, NCUA, ASI)	9. Type of Business (Sole Proprietor, Partnership, LLC, Corporation, Financial Institution) <i>COUNTY CORPORATION</i>	
10. Merchandise/Services Sold <i>Banks & Rec. - Misc Events - Commissions</i>		11A. Is Source of Funds Provider an Individual? If yes, complete Sections A, B and D. 11B. Is Source of Funds Provider a company? If yes, complete Sections A, C and D.	

SECTION B – Application: ATM Source of Funds Provider is an Individual Completes Lines 12-23 ** PLEASE PRINT CLEARLY**

12. Source of Funds Provider First Name		13. Source of Funds Provider Last Name	
14. Source of Funds Provider (Home) Physical Street Address		15. Source of Funds Provider (Home) City, State, Zip	
16. Source of Funds Provider Social Security Number		17. Source of Funds Provider Date of Birth	
18A. Source of Funds Provider provide either Drivers License or Passport Information and dates : Issuance Date Expiration Date			
18B. Drivers License Number	Issuing State	OR	Passport Number Issuing Country
19. List any other names (first and last) by which you are now or have been known.		20. Are you on parole or probation? Yes or No?	21. Have you ever been convicted of a felony? Yes or No?
22. APPLICATION DECLARATION: The undersigned Applicant represents that all information contained in this Application for Sponsorship, and any other documentation supplied thereto, is true and correct. The Applicant hereby applies for an account relationship with Bank, as a ATM Source of Funds Provider sponsored by Bank. The undersigned acknowledges that in order to fight the funding of terrorism and money laundering activities, Bank is required to verify the identity of each person who opens an account with Bank. Therefore, the undersigned agrees that Bank is authorized to obtain Consumer and (if applicable) Business Credit Reports and to undertake a Criminal Background Investigation in connection with this Application. Applicant authorizes Bank or any of its agents to investigate information or data obtained from this Application. If the ATM Source of Funds Provider Applicant is a company, Applicant hereby provides the signed authorization for such Principals as well. Applicant agrees to provide any further information, including financial data, as may be reasonably requested by Bank. Applicant may, upon written request, obtain a complete and accurate disclosure of the nature and scope of the investigation requested hereunder. Applicant acknowledges that Bank may accept or deny this Application in its reasonable discretion.			
23. SIGNATURE OF ATM SOURCE OF FUNDS PROVIDER (INDIVIDUAL) / DATE			

Meta Payment Systems, a division of MetaBank, ("Bank") sponsors the ATM Terminal and financial transactions on the ATM Terminal that you financially participate in.

SECTION C – Application: ATM Source of Funds Provider is a Company and Principals Completes Lines 24-32 ** PLEASE PRINT CLEARLY**

24. ATM Source of Funds Provider Company (legal) Name <i>Tooele County Corp.</i>		25. ATM Source of Funds Provider Company Physical Street Address <i>47 SO. MAIN STR. Tooele, UT 84074</i>	
26. ATM Source of Funds Provider Company City, State, Zip <i>Tooele County Corp. Tooele, UT 84074</i>		27. ATM Source of Funds Provider Federal Employer Identification Number (FEIN) <i>87-6000317</i>	
28A. Principal #1 of Company: First and Last Name <i>J. Bruce Clegg - Commissioner</i>		28B. Principal #1 of Company: Percent of Ownership	
28C. Principal #1 of Company: Physical (Home) Street Address		28D. Principal #1 of Company: (Home) City, State, Zip	
28E. Principal #1 of Company: Date of Birth		28F. Principal #1 of Company: Social Security Number	
29A. Principal #2 of Company: First and Last Name		29B. Principal #2 of Company: Percent of Ownership	
29C. Principal #2 of Company: Physical (Home) Street Address		29D. Principal #2 of Company: (Home) City, State, Zip	
29E. Principal #2 of Company: Date of Birth		29F. Principal #2 of Company: Social Security Number	
30. APPLICATION DECLARATION: The undersigned Applicant represents that all information contained in this Application for Sponsorship, and any other documentation supplied thereto, is true and correct. The Applicant hereby applies for an account relationship with Bank, as an ATM Source of Funds Provider sponsored by Bank. The undersigned acknowledges that in order to fight the funding of terrorism and money laundering activities, Bank is required to verify the identity of each person who opens an account with Bank. Therefore, the undersigned agrees that Bank is authorized to obtain Consumer and (if applicable) Business Credit Reports and to undertake a Criminal Background Investigation in connection with this Application. Applicant authorizes Bank or any of its agents to investigate information or data obtained from this Application. If the ATM Source of Funds Provider Applicant is a company, Applicant hereby provides the signed authorization for such Principals as well. Applicant agrees to provide any further information, including financial data, as may be reasonably requested by Bank. Applicant may, upon written request, obtain a complete and accurate disclosure of the nature and scope of the investigation requested hereunder. Applicant acknowledges that Bank may accept or deny this Application in its reasonable discretion.			
31. SIGNATURE OF ATM SOURCE OF FUNDS PROVIDER (COMPANY) / DATE			

Meta Payment Systems, a division of MetaBank, ("Bank") sponsors the ATM Terminal and financial transactions on the ATM Terminal that you financially participate in.

Section D – AGREEMENT BETWEEN SOURCE OF FUNDS PROVIDER, ISO AND BANK

32. In the event this Application is accepted by Bank, the above named ATM Source of Funds Provider, ISO and the Bank (collectively, the "parties") hereby agree as follows: (1) Bank will sponsor the ATM Terminal and financial transactions on the ATM Terminal that ATM Source of Funds Provider financially participates in. ATM Source of Funds Provider and ISO acknowledge that they have signed a separate agreement governing the placement and operation of the ATM Terminal(s) and to abide by the terms of such separate agreement; (2) The parties agree at all times to comply with applicable laws and regulations. (3) ATM Source of Funds Provider and ISO agree to comply at all times with all banking, regulatory and network rules; (4) The Bank may terminate this Agreement in Bank's sole discretion or in the event that either ATM Source of Funds Provider or ISO fail to comply with this Agreement and/or governing regulations; (5) ATM Source of Funds Provider and ISO will indemnify and hold harmless the Bank, the processor, the Networks you participate in and Network Members, from and against any and all claims, losses or damages arising out of ATM Source of Funds Provider's or ISO's failure to comply with this Agreement, with applicable laws and regulations, and with the governing regulations.

SIGNATURE OF ATM SOURCE OF FUNDS PROVIDER SIGNATURE OF ISO SIGNATURE OF BANK

<p><i>J. Bruce Clegg</i></p> <p>NAME: <i>J. Bruce Clegg</i> TITLE: <i>Commissioner</i> DATE: <i>12-17-12</i></p>	<p>NAME: _____ TITLE: _____ DATE: _____</p>	<p>NAME: _____ TITLE: _____ DATE: _____</p>
---------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------	------------------------------------------------------