

AMENDMENT TO MERCHANT PROCESSING AGREEMENT

This AMENDMENT TO MERCHANT PROCESSING AGREEMENT (“Amendment”) is entered into by Worldpay ISO, Inc (“NPC”), Member Bank, and Cannon's Farm Center _____, with the Merchant Identification Number(s) (“MID”) listed below (“Merchant”) and is effective as of the _____ day of _____, 20____ (the “Amendment Effective Date”).

WHEREAS, NPC, Member Bank, and Merchant have entered into a Merchant Processing Agreement(s), including the merchant application and the terms and conditions of the Merchant Processing Agreement (“Agreement”) on the date(s) set forth below, under which NPC and Member Bank provide merchant processing services to Merchant and Merchant pays certain fees to NPC and Member Bank in connection therewith; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to them in the Agreement.
2. Terms and Conditions; Term of Agreement. The attached Terms and Conditions (the “Terms and Conditions”) shall replace the terms and conditions of your current agreement with NPC and Member Bank. Notwithstanding anything to contrary in the Terms and Conditions, the term of the Agreement shall be renewed and extended for a period of _____ (____) years commencing on the Amendment Effective Date (the “Renewal Period”). Thereafter, the Agreement shall automatically renew for additional successive terms equal to the Renewal Period unless otherwise terminated in accordance with the terms of the Agreement.
3. Fees. The below indicated rates and fees that are applicable to the Merchant's account(s) shall be amended as provided in this paragraph, effective as of the Amendment Effective Date, provided that all other fees not specifically amended herein shall remain in full force and effect until otherwise amended in accordance with the terms of the Agreement.

RATES AND FEE SCHEDULE					
CREDIT AND DEBIT TRANSACTION PRICING					
BILLING FREQUENCY : <input type="checkbox"/> Daily <input type="checkbox"/> Monthly					
BUSINESS TYPE <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Mail/Telephone Order <input type="checkbox"/> Internet					
SUB BUSINESS TYPE <input type="checkbox"/> Retail Key Entered <input type="checkbox"/> DialPay Capture <input type="checkbox"/> MOTO/CardSwipe <input type="checkbox"/> Large Ticket					
Visa/Mastercard/Discover/American Express OptBlue Program					
VISA/MASTERCARD/DISCOVER (V/MC/D) Rate Category	Discount Rate	Transaction Fee	AMERICAN EXPRESS Rate Category*	Discount Rate	Transaction Fee
Base	%	\$	Base	%	\$
Mid-Qualified¹ <small>(Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants)</small>	+	%	Mid-Qualified¹	+	%
Non-Qualified²	+	%	Non-Qualified²	+	%
Base Debit NON PIN-Based³ <small>(Same as V/MC/D Discount Rate if left blank) Regulated Only⁶ <input type="checkbox"/></small>	%	+	Miscellaneous Product Fees		
<input type="checkbox"/> Debit PIN-Based⁴	%	\$	<input type="checkbox"/> Wireless Service³		
	%	\$	Quantity	Setup Fee	Monthly Hosting Fee
Qualified Rewards⁵	%	Same as Visa/MC/Discover Transaction Fee	\$	\$	\$
Transaction fees are charged for all transaction authorization attempts. ¹ Added to Base discount rate and transaction fee. ² Added to applicable Mid-Qualified discount rate and transaction fee. ³ Transaction fee is in addition to the applicable Base, Mid-Qualified, or Non-Qualified transaction fee, regardless of transaction qualification. ⁴ Debit Network Interchange, sponsorship, switch and gateway fees, and any miscellaneous fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures. ⁵ Same as Mid-Qualified discount rate if left blank for the applicable Reward categories collected by NPC (Not Applicable for Retail Key Entered, MOTO, Internet, DialPay Merchants).			Transaction Fee	+\$	
			Batch Fee	\$	
			<input type="checkbox"/> Internet Services³		
			Quantity	Setup Fee	Monthly Hosting Fee
			\$	\$	\$
			+\$		
# INTERCHANGE MERCHANTS ONLY- CARD ORGANIZATION FEES: Visa, MasterCard and Discover Interchange fees, assessments and other fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.					
¥ FLAT RATE MERCHANTS ONLY - CARD ORGANIZATION FEES: All fees are included in discount rate and transaction fee above except fees related to International transactions. Does not apply to American Express.					
^TIERED MERCHANTS ONLY - Commercial Card transactions that do not meet the requirements to qualify for preferred rates will be assessed an additional fee of 0.50% (0.0050) on such sales volume. ⁶ Regulated applies to all Base NON PIN debit transactions from issuers that are not exempt pursuant to 12 CFR Part 235. NON PIN debit transactions from exempt issuers will fall under the Base V/MC/D discount rate. If a rate is identified but the Regulated Only box is not checked, then this rate applies to all Base NON PIN debit transactions. **If the Retail Key Entered/MOTO/Internet/DialPay Business Type is selected, Rewards cards will be charged discount rates plus 0.11% (0.0011) on all transactions. NPC's processing fees and Card Brand interchange fees are included in the discount rate. All other Card Brand fees will be assessed or allocated to Merchant at the then current rate determined in accordance with NPC's standard operating procedures.					
*AMERICAN EXPRESS - Existing American Express Number <input type="checkbox"/> YES <input type="checkbox"/> NO Annual Estimated or Actual American Express Volume is less than \$1,000,000.00 <input type="checkbox"/> YES <input type="checkbox"/> NO If No, Merchant is not eligible for the American Express Program. <input type="checkbox"/> By checking this box, Merchant elects to opt out of the American Express Program <input type="checkbox"/> By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials.					

Merchant Name:

OCCURRENCE FEES			
On File Fee	\$29.95 /month	Minimum Bill	\$25.00 /month
Batch Fee	/each	Early Deconversion Fee ¹	\$375.00 /each
Voice Auth/DialPay	/each	Card Brand Usage Fee (NABU) ²	\$0.06 /each
ACH/DBA Change Fee	\$25.00 /each	Chargeback Fee	\$15.00 /each
Retrieval Fee	\$15.00 /each	AVS	\$0.01 /each
Annual Fee _____ Charged in Month of _____		Regulatory Accounting Assistance Program (RAAP) Fee ⁴ _____ Charged Annually Month of <u>March</u>	
<p>Paper Statement <input type="checkbox"/> Yes <input type="checkbox"/> No /month</p> <p style="text-align: center;">PCI PROGRAM</p> <p>SaferPayments Basic³ <input type="checkbox"/> \$19.95 /month</p> <p>SaferPayments Managed³ <input type="checkbox"/> /month</p> <p style="text-align: center;">1099-K Reporting is provided at No Charge</p>			
<p>Return ACH(s) are subject to a \$25.00 fee for each occurrence.</p> <p>¹The initial term of the Merchant Agreement is 3 years and automatically renews for additional 3 year periods. If this Agreement is terminated prior to the expiration of the initial term or any renewal term, you will be subject to an Early Deconversion Fee ("EDF") in accordance with the terms of Section 7.B of the Terms and Conditions. If limited by state law, these fees may be modified in accordance with Section 7.B of the Terms and Conditions.</p> <p>²The Card Brand Usage Fee (NABU) includes the MasterCard Network Assessment and Brand Usage Fee, the Visa Acquirer Processing Fee, and the Visa Base II Transaction Fee and applies to Tiered Merchants Only.</p> <p>³See Section 15 of the Terms and Conditions for additional information. In addition, Merchant may be charged a PCI Non-Compliance fee of \$74.95 per month per MID if not in compliance with PCI Rules and Regulations. Please refer to Section 6.G of the Terms and Conditions.</p> <p>⁴See Section 13 of the Terms and Conditions for additional information.</p>			

MERCHANT ACCOUNTS			
This Amendment shall apply to all Merchant's accounts, identified by the MIDs listed below. Additional MIDs, if any are attached hereto.			
MID	DATE OPENED	MID	DATE OPENED
520004753538	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ACKNOWLEDGEMENT		
IN WITNESS WHEREOF Merchant has caused this Amendment to be executed by its duly authorized representative effective in accordance with the terms of the Terms and Conditions. The Amendment shall be binding upon Merchant upon the Merchant's execution below.		
MERCHANT		
Signature (Signature may be evidenced by facsimile)	Name (please print)	Date
X		