



**AMENDMENT TO THE MERCHANT SERVICES AGREEMENT**

This Amendment ("AMENDMENT") by and between National Processing Company ("NPC"), First National Bank of Omaha ("FNBO") and MERCHANT, the name of which is set out below, shall become effective on the date executed by a duly authorized representative of NPC.

WHEREAS, NPC, FNBO and MERCHANT are parties to a Merchant Services Agreement of certain date ("AGREEMENT") under which NPC and FNBO receive specified sales transactions from MERCHANT, process such sales and pay MERCHANT the proceeds of such sales subject to the terms and conditions more fully set out in the AGREEMENT; and

WHEREAS, MERCHANT desires to change certain of the AGREEMENT to more accurately reflect the actual circumstances of its business.

NOW THEREFORE, the parties hereby agree as follows:

1. Terms herein in all capitalized letters which are not otherwise defined herein shall have the same meaning as set out in the AGREEMENT.
2. NPC, FNBO and MERCHANT agree that this AMENDMENT is controlled by the terms and conditions contained in the AGREEMENT.
3. MERCHANT wishes to amend the AGREEMENT to modify the Merchant Application to the extent set forth below:

(a) Change of Name: Yes  No  **(Complete only if legal name of company and tax ID# remain the same.)**

Previous d/b/a Name:	New d/b/a Name:
Reason for Change:	Federal Tax ID#:

(b) Change of Location Address: Yes  No

Attention:		Attention:	
Previous Address 1:		New Address 1:	
Previous Address 2:		New Address 2:	
Previous City, State, Zip:		New City, State, Zip:	
Previous Telephone:	Previous Fax:	New Telephone:	New Fax::

(c) Change of Mailing Address: Yes  No  **(Complete only if mailing address has changed.)**

Previous Street Address:	New Street Address:
Previous City, State, Zip:	New City, State, Zip:

4. Such Changes are to become effective only when this AMENDMENT is executed by NPC. Submission of this form is in no way evidence that NPC and/or FNBO have accepted such changes. At their option, NPC and/or FNBO may elect to refuse to accept the submitted changes and terminate the AGREEMENT. MERCHANT understands that in the event changes such as those set out above are made and NPC or FNBO is not notified of such change using this process, the AGREEMENT may be terminated by NPC or FNBO upon notice. Merchant understands that Merchant may be assessed an Account Administration Fee in accordance with the terms of the AGREEMENT for implementing the requested change.
5. This AMENDMENT and the AGREEMENT constitute the entire agreement between the parties and supersede any prior or contemporaneous oral or written representations with regard to the subject matter hereof. No agent, employee, or representative of either party has any authority to bind such party to any affirmation, representation, or warranty unless such is specifically included within this written AMENDMENT or the AGREEMENT.
6. Except as amended hereby, NPC, FNBO and MERCHANT reaffirm the obligations of each as are contained in the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT to be executed by their duly authorized officers, effective as of the date executed by NPC.

MERCHANT	NPC	FNBO
By: _____	By: _____	By: _____
Print Name: _____	Print Name: _____	Print Name: _____
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____