

AMENDMENT TO THE MERCHANT SERVICES AGREEMENT

This AMENDMENT by and between 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 FNBO.

WHEREAS, FNBO and MERCHANT are PARTIES to a Merchant Services Agreement of certain date ("AGREEMENT") under which FNBO receives specified SALES transactions from MERCHANT, processes such SALES and pays 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. 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 as is set out in one or more of the following sections:

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

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

3.2 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::

3.3 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 FNBO. Submission of this form is in no way evidence that FNBO has accepted such changes. At its option, FNBO may elect to refuse to accept the submitted changes and terminate AGREEMENT. MERCHANT understands that in the event changes such as those set out above are made and FNBO is not notified of such change using this process, the AGREEMENT may be terminated by FNBO on notice.
5. This AMENDMENT and the AGREEMENT constitute the entire agreement between the PARTIES and supersedes and 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, FNBO and MERCHANT reaffirm the obligations of each as are contained in the AGREEMENT.

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

MERCHANT

Authorized Signature

Print Name

Date

Title

First National Bank of Omaha

Authorized Signature

Print Name

Date

Title

FOR OFFICE USE ONLY

Merchant ID#:	Associate:	Chain:	Trancode: A C	Submitted by:
"Doing Business As":			Add <input type="checkbox"/> Change <input type="checkbox"/> Delete <input type="checkbox"/>	Today's Date:
Approved by:	Input Rep:	Input Date:	Purge Indicator:	Memo Code:
Special Instructions:				