

THIRD AMENDMENT TO CARD PROGRAM AND SERVICE AGREEMENT

This Third Amendment to Card Program and Service Agreement (the "Third Amendment") is reached as of _____, 2017 (the "Amendment Effective Date") by and between Longmont Downtown Development Authority, successor-in-interest to MMB-LDDA ("Distributor") and Store Financial USA, LLC, successor-in-interest to Store Financial Services, LLC ("Store Financial"). Capitalized terms used in this Third Amendment and not otherwise defined have the meaning given them in that certain Card Program and Service Agreement dated July 23, 2008, between Distributor and Store Financial (the "Agreement").

WHEREAS, Store Financial and Distributor are parties to the Agreement which concerns a multiple retailer gift card program implemented at Downtown Longmont, owned and/or operated by Distributor; and

WHEREAS, Distributor now desires to distribute Private Label Fee Free Cards in the Program, and the parties desire to amend the Agreement to incorporate the additional terms necessary for Distributor to distribute a Private Label Fee Free Card in the Program and have reached this Amendment to implement such change;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Fee Free Cards. As of _____, 2017 (the "Transition Date"), existing Cards in the Program which are subject to AMF in the Program (the "AMF Cards") will cease to be distributed in the Program. Going forward Distributor will distribute Fee Free Cards (as defined below), pursuant to the terms and conditions stated herein.
2. Distribution of Private Label Fee Free Cards. Distributor is hereby authorized to issue Private Label Fee Free Cards on the terms and conditions described in this Third Amendment.
 - a. Definition. "Private Label Fee Free Card" means a prepaid, stored value card that is activated for use only at Participating Merchants. A Private Label Fee Free Card is not subject to the assessment of any AMF.
 - b. Flexible Amounts. The Private Label Fee Free Card may be activated in any denomination from Five Dollars (\$5.00) to Five Hundred Dollars (\$500.00). No Private Label Fee Free Card will be activated in any amount in excess of Five Hundred Dollars (\$500.00) unless the activation is approved by Store Financial and Sponsor Bank.
 - c. Anonymous Cardholders. The Private Label Fee Free Card will be an anonymous card and will not bear the identity of the Cardholder. The Private Label Fee Free Card will be usable by any Cardholder, regardless of the manner by which Cardholder acquired possession of the Card and regardless of whether the use or possession of the Card by Cardholder is authorized by the Purchaser.
 - d. Sponsor Bank. Distributor acknowledges and agrees that the financial institution that issues the Private Label Fee Free Cards in the Program (the "Sponsor Bank")

may, in the sole discretion of Store Financial, be a different financial institution than the Sponsor Bank for the issuance of the other Cards in the Program.

3. Cards, Cardholder Agreements and Card Packaging. A separate Card front, Card back and Cardholder Agreement shall be used in the distribution of Private Label Fee Free Cards. Notwithstanding anything to the contrary in this Agreement, the Cardholder Agreement shall be between Sponsor Bank and the Cardholder, and the Sponsor Bank shall determine the terms and conditions stated on the Card and in the terms of the Cardholder Agreement. Sponsor Bank shall approve any Card packaging used with Private Label Fee Free Cards.

4. Compliance with Agreement. In connection with the distribution of Private Label Fee Free Cards, and except as modified by this Third Amendment, Distributor shall comply with all provisions of the Agreement applicable to the sale and distribution of Cards.

5. Fees for Private Label Fee Program. Private Label Fee Free Card Fee Schedule I, attached hereto and hereby incorporated in the Agreement by this reference, sets forth terms associated with the distribution of Private Label Fee Free Cards in the Program.

6. Regulatory Monitoring of Card Program. Store Financial shall have the right to modify the features or methods of operation of a Card Program (including the terms and conditions governing the Private Label Fee Free Cards) whenever necessary to maintain compliance with all relevant federal, provincial, and local laws, rules and regulations, and court orders and the operating regulations of the Network and/or Sponsor Bank. Store Financial agrees that any such modification shall not be, to the extent commercially possible, materially more onerous than is necessary to comply with such laws, regulations or the operating regulations.

In addition, if federal, provincial or local laws, rules or regulations, or court orders (including, but not limited to, laws, rules or regulations, or court orders governing fees, cash back, unclaimed balance, privacy, licensing or money laundering) place any part of a Card Program in a position where it cannot be operated by Store Financial either (a) in a manner that is compliant with such laws, rules or regulations, or court orders, or (b) in a manner that is substantially consistent with the intent of the Card Program (including the intended economics of the Card Program), then Store Financial shall have the right to commence the cessation of the affected Card Program(s). Store Financial shall provide written notice to Distributor of its intent to commence such cessation. Upon such notice, either party may terminate the Agreement without liability to the other party for such termination by providing thirty (30) days' written notice to the other party; provided, however, that prior to terminating the Agreement, the parties will reasonably cooperate during the thirty (30) day period to find an alternative solution for the Card Program(s).

7. Effect of Amendment. This Third Amendment is a part of, and is a duly executed and valid amendment to, the Agreement. Except as provided otherwise in this Third Amendment, the Agreement shall remain in full force and effect. The persons executing this Third Amendment on behalf of Distributor and Store Financial warrant and represent that they have the authority and are empowered to enter into this Third Amendment.

WHEREFORE, intending to be legally bound, the parties do hereby execute this Third Amendment to Card Program and Service Agreement.

**LONGMONT DOWNTOWN DEVELOPMENT
AUTHORITY**

By: _____

Name: _____

Its: _____

STORE FINANCIAL USA, LTD.

By: _____

Name: Matt Waldie

Its: President

PRIVATE LABEL FEE FREE FEE SCHEDULE I

This Private Label Fee Free Card Fee Schedule I is a part of the Card Program and Service Agreement reached between Longmont Downtown Development Authority as of _____, 2017. Subject to the terms and conditions of the Agreement, the following additional fees and charges will apply in connection with the distribution of Private Label Fee Free Cards in the Program:

1. Fees or Charges Paid By Cardholder or Assessed Against the Private Label Fee Free Card.

- a. Purchase Fee. Unless the Purchase Fee is prohibited or limited by law, Distributor may charge the Purchaser a one-time Purchase Fee in an amount up to \$6.95 per card. This Purchase Fee will be paid by Purchaser to Distributor and shall be the income of Distributor and not Store Financial. Distributor shall have the responsibility for collecting the Purchase Fee. The Purchase Fee shall not be assessed against the Available Balance of the Card. Store Financial shall have the right to restructure the payment of the Purchase Fee so that the fee is a bank fee paid to the Sponsor Bank provided that any payment due to Distributor is adjusted to include a payment in an amount up to \$6.95 per card.
- b. Card Replacement Fee. Unless the Card Replacement Fee is prohibited or limited by law, Distributor may charge Cardholder a Card Replacement Fee in an amount up to \$5.00 for each lost, stolen, or damaged Card replaced by the Distributor for the Cardholder; provided, however, that no Card Replacement Fee shall be charged for replacing a plastic card that has become unusable as a result of a Valid Thru Date. The Card Replacement Fee will be paid to Distributor and shall be the income of Distributor and not Store Financial. Store Financial shall have the right to restructure the payment of the Card Replacement Fee so that the fee is a bank fee paid to the Sponsor Bank provided that any payment due to Distributor is adjusted to include a payment up to \$5.00 per replacement card.

2. Fees or Charges Paid By Distributor to Store Financial.

- a. Private Label Fee Free Monthly Support Fee. Distributor shall pay Store Financial a monthly support fee (the "Private Label Fee Free Monthly Support Fee") of \$100.00 during the Term of the Agreement. Store Financial will cause the Private Label Fee Free Monthly Support Fee to be electronically transferred from the Distributor Deposit Account any time after the first business day of each month during the Term of the Agreement.
- b. Private Label Fee Free Card Production Charge. Distributor shall pay Store Financial a charge (the "Private Label Fee Free Card Production Charge") of \$0.50 per each Private Label Fee Free Card ordered by Distributor in its initial Card order (the "Initial Private Label Fee Free Card Order") and in each Private Label Fee Free Card reorder made during the months of January and July of each year. Other orders shall be at market prices to be quoted to Distributor at the time of the order. The card design set-up charge shall be \$300.00 per design for orders placed during the months of January and July. The design set-up charges for other orders shall be

at market prices to be quoted to Distributor at the time of the order. With respect to all Private Label Fee Free Card orders, Distributor shall deposit 50% of the charge upon the Private Label Fee Free Card order and pay the remaining 50% upon Private Label Fee Free Card delivery. The Private Label Fee Free Card Production Charge stated herein is limited to Private Label Fee Free Cards with the following specifications: 30 mil PVC stock; 4/1 color process; Hi-Co magnetic stripe; with lamination. An order of cards with different specifications will be subject to the approval by Store Financial and may result in a different or additional charges from Store Financial to Distributor to be quoted at the time of order. The Minimum Private Label Fee Free Card Order Quantity is 1,000 Private Label Fee Free Cards (per card design). Orders for quantities below the Minimum Private Label Fee Free Card Order Quantity will result in a surcharge to be quoted to Distributor. Store Financial will cause the Card Production Charges to be electronically transferred from the Distributor Deposit Account on or after two business days from the date of the Card order and Card delivery, pursuant to the terms stated herein.

- c. Card and Card Agreement Shipping Costs. Distributor will pay the costs of shipping the Cards and Card Agreements to Distributor (the “Shipping Costs”). Store Financial will cause the Shipping Costs to be electronically transferred from the Distributor Deposit Account on or after two business days after the invoice date.
- d. Private Label Fee Free Card Activation Fee. Distributor shall pay Store Financial a Private Label Fee Free Card Activation Fee of \$1.50 per Private Label Fee Free Card activation. Store Financial will cause the Card Activation Fees to be electronically transferred from the Distributor Deposit Account on a daily basis within two business days after the Card activations.
- e. Obsolete Private Label Fee Free Card Processing Fee. Private Label Fee Free Cards will be obsolete if not sold by Distributor by the date that is 60 months prior to the Valid Thru Date. With respect to inventory of Private Label Fee Free Cards that become Obsolete, Distributor shall pay Store Financial \$0.25 per Obsolete Private Label Fee Free Card (the “Obsolete Private Label Fee Free Card Fee”), plus shipping charges.
- f. Lost Private Label Fee Free Card Processing Fee. With respect to Private Label Fee Free Cards that are lost, stolen, or missing while in the Inventory of Distributor (each a “Lost Private Label Fee Free Card”), Distributor shall pay Store Financial \$0.25 per Lost Private Label Fee Free Card (the “Lost Private Label Fee Free Card Processing Fee”), plus shipping charges.
- g. Charge for Additional Private Label Fee Free Cardholder Agreements. For additional Private Label Fee Free Cardholder Agreements requested by Distributor (the number of Private Label Fee Free Cardholder Agreements in excess of the number of Private Label Fee Free Cards shipped to Distributor), Distributor shall pay Store Financial \$0.10 per Private Label Fee Free Cardholder Agreement, plus shipping charges.
- h. Unauthorized Settlements. Store Financial shall have the right to invoice Distributor on a quarterly basis for Unauthorized Settlements which have not been reimbursed

to Store Financial (“Unauthorized Settlement Charges”).