

VISA COMMERCIAL CARD AGREEMENT

THIS VISA COMMERCIAL CARD AGREEMENT is made by and between PNC Bank, National Association (“**PNC Bank**”) and Village of Oak Park, Cook County, Illinois (the “**Company**”).

This Agreement sets forth the terms and conditions upon which PNC Bank will extend credit to the Company by establishing a Visa Commercial Card program (the “**Commercial Card Program**”) for the Company, issue to the Company and certain of its affiliates, as set forth below, 10 or more Visa Commercial Cards, which may include a combination of physical plastic cards and card numbers established for payments to specific vendors (each, a “**Commercial Card**” and collectively, the “**Commercial Cards**”) and perform various Commercial Card services in connection with the Commercial Card Program (“**Commercial Card Services**”). This Agreement shall become effective upon the later of the execution dates (the “**Effective Date**”) set forth on the signature page hereof. Unless defined elsewhere herein, capitalized words and terms shall have the meanings given to such words and terms in Paragraph 28.

The Company and PNC Bank, intending to be legally bound, hereby agree as follows:

1. **COMMERCIAL CARD MINIMUM; CARDHOLDER ACCOUNTS; DESIGNATED AFFILIATES.**

To establish and maintain a Commercial Card Program, the Company must maintain a PNC Bank demand deposit account in the Company’s name and a minimum of 10 Commercial Cards must be issued and outstanding at all times. One subaccount, bearing a distinct account number and selected activity limits (a “**Cardholder Account**”), will be established by PNC Bank for each Commercial Card requested by the Company and issued. Each Commercial Card will be issued for use by one or more employees of the Company or its Designated Affiliates (as defined below), as designated by the Company as provided in Paragraph 5 below and whose name or department is imprinted on such Commercial Card (an “**Authorized Cardholder**”).

The Company shall notify PNC Bank which of the Company’s subsidiaries and affiliates and their employees may use the Commercial Card Services, and each such designated subsidiary and affiliate is referred to herein as a “**Designated Affiliate**”. The Company may add and eliminate Designated Affiliates from time to time by notice to PNC Bank. Notwithstanding that a Designated Affiliate may use the Commercial Card Services, the Company shall be and remain liable to PNC Bank for the performance of all obligations under this Agreement with respect to such Designated Affiliate’s use of the Commercial Card Services.

2. **BUSINESS PURPOSES.**

Commercial Cards are to be used solely for business purposes and the Company agrees to so advise each Authorized Cardholder. The Company’s obligations hereunder, however, shall not be affected or limited if any balances are incurred for nonbusiness purposes.

3. **COMMERCIAL CARD SERVICES.**

Commercial Cards can be used to purchase goods or services (“**Purchases**”) wherever Visa credit cards are accepted, subject to applicable activity limits on the related Cardholder Accounts and the Company Credit Limit (as defined in Paragraph 6).

If the Company has so elected and “**Cash Advances**” are set forth on an Authorized Cardholder Form as one of the services available for which such Authorized Cardholder may use such Authorized Cardholder’s Commercial Card, cash may be advanced, subject to applicable activity limits on the related Cardholder Account and the Company Credit Limit, by presenting the Commercial Card at Visa member banks or institutions or by making a withdrawal of cash by using the Commercial Card at a Visa Automated Teller Machine (ATM).

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4. PROGRAM ADMINISTRATOR.

The Company, upon signing this Agreement, shall designate one or more of its employees (individually and collectively, the “**Program Administrator**”) to assist PNC Bank in the administration of the Commercial Card Program. The Company shall cause the Program Administrator (i) to be familiar with all aspects of the Commercial Card Program, including but not limited to billing procedures, the number and status of Commercial Cards, the employment status of Authorized Cardholders, notice requirements, and status of delinquent Commercial Card balances, (ii) to provide all notices to Authorized Cardholders as required by this Agreement, and (iii) to advise PNC Bank of any Authorized Cardholder’s termination of employment with the Company or Designated Affiliate as such termination is processed by the Company.

5. ISSUANCE OF COMMERCIAL CARDS.

PNC Bank will issue a Commercial Card to each Authorized Cardholder designated in writing to PNC Bank by the Program Administrator, subject to the following conditions:

- a) Each such designee shall be an employee of the Company or a Designated Affiliate and shall have a business purpose for a Commercial Card;
- b) PNC Bank may require any proposed Authorized Cardholders to sign a Commercial Card application, to be countersigned by the Company; and
- c) PNC Bank may from time to time establish additional requirements to be met by proposed Authorized Cardholders.

The initial Program Administrator will be set forth on the PNC Bank Commercial Card Corporate Contact Form delivered to PNC Bank. If there is more than one Program Administrator, the action or signature of any one Program Administrator shall constitute sufficient authorization. Any Program Administrator may be

changed by written notice to PNC Bank from the Authorized Contracting Officer (as such term is defined in Paragraph 11 below).

Except as the Company shall otherwise direct PNC Bank in writing, the Company hereby authorizes and directs PNC Bank to issue a renewal or replacement Commercial Card to each Authorized Cardholder before the expiration of each Commercial Card.

The Company acknowledges and agrees that Commercial Cards are not assignable or transferable, by operation of law or otherwise, and will so notify all Authorized Cardholders.

The Company shall be liable for all charges made using a Commercial Card, except as provided in Paragraph 18 with respect to continued unauthorized use after receipt of notice by PNC Bank. The Company shall be liable for all charges resulting from use of a Commercial Card by an Authorized Cardholder following termination of such Authorized Cardholder's employment with the Company or a Designated Affiliate until the Company has notified PNC Bank to cancel the Commercial Card in accordance with Paragraph 16.

6. COMPANY CREDIT LIMIT; CARDHOLDER ACCOUNTS; ACTIVITY LIMITS.

PNC Bank hereby establishes a maximum aggregate credit limit to be available for Purchases, and, if applicable, for Cash Advances that may be outstanding at any one time under the Commercial Card Program and under any other commercial card program the Company may have with PNC Bank, in the amount set forth in the Company Credit Limit Schedule attached to this Agreement from time to time and incorporated herein by reference (the “**Company Credit Limit**”). PNC Bank may, in consultation with the Company, establish sublimits under the Company Credit Limit to be applicable to the Commercial Card Program and such other commercial card programs, which sublimits may be changed from time to time by PNC Bank. **PNC Bank may, at its discretion, (i) reduce the Company Credit**

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Limit at any time, upon 60 days' written notice to the Program Administrator except in the event of a Default hereunder, in which case no such notice is required, or (ii) decline charges against or close any one or more Cardholder Accounts at any time and for any reason relating to known or suspected fraud, illegal activity, unauthorized use or other misuse of a Cardholder Account, without prior notice to the Company.

The Company agrees to advise Authorized Cardholders of activity limits with respect to Cardholder Accounts, including but not limited to any such limit as it may relate to the maximum number of transactions or maximum aggregate dollar amount of transactions permitted for such Cardholder Account during any period. The Company understands that, because of Visa rules and procedures, PNC Bank may be unable to decline charges for Purchases below certain amounts or at certain establishments or in certain locations, and in such cases the Company shall be liable notwithstanding applicable activity limits. The Company further understands that once an activity limit is reached with respect to any Cardholder Account, further uses of the Commercial Card associated with such Cardholder Account will not be permitted until such applicable activity limit period has expired or the Company advises PNC Bank of a change to the activity limit in accordance with Paragraph 16. The Company further understands that once the Company Credit Limit is reached, further uses of Commercial Cards will not be permitted until aggregate Cardholder Account balances are reduced below the Company Credit Limit.

7. PROMISE TO PAY; FEES; TAXES.

The Company agrees to pay PNC Bank on each Payment Due Date the full amount necessary to settle all balances on all Cardholder Accounts, which includes the total of all Purchases and Cash Advances charged to the Commercial Cards. The Company also agrees to pay PNC Bank the fees and other charges set forth in the Fee Schedule which is attached hereto as Exhibit A and incorporated herein by reference (the "**Fee Schedule**"). The Company agrees to pay such fees and other charges on or before the applicable Payment Due Date, and to pay any additional charges set forth in the Fee Schedule for any payment which is not made on or before the applicable Payment Due Date.

Unless otherwise agreed in writing, PNC Bank reserves the right to amend the Fee Schedule at any time and from time to time upon thirty (30) days prior written notice to the Company. PNC Bank, however, may at any time amend such Fee Schedule, to the extent, and in the amount, necessary to reflect any reduced interchange or any increased costs to PNC Bank by any additions to or any increases in the fees, charges, or other amounts PNC Bank is required to pay to any third party and, in such case, upon written request, PNC Bank will provide to the Program Administrator information in reasonable detail to verify such increase.

The Company shall pay all federal, state or other sales, use or other transfer based taxes, duties, imposts, fees or charges, however designated, which are levied or imposed by any governmental authority on the purchase by the Company (or any Authorized Cardholder) of any goods, products or services under the terms of this Agreement. The Company shall promptly pay or cause to be paid to PNC Bank an amount equal to any such taxes required under applicable law to be collected and remitted to a governmental authority by PNC Bank and PNC Bank shall remit such taxes to such governmental authority.

PNC Bank shall pay a rebate (the "**Rebate**") based upon the aggregate total dollar volume of the Commercial Card Program activity and any

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other commercial card program activity the Company and its Designated Affiliates has with PNC Bank, based on monthly statement cycle activity during each calendar year, or during each partial calendar year in the case of (a) the period commencing the Effective Date through December 31 of the year in which the Effective Date occurs, or (b) the period commencing January 1 of a calendar year through the date the Agreement is terminated as provided in Paragraph 17 (each, a “**partial calendar year**”). Total dollar volume of the Commercial Card Program and other commercial card program activity is calculated as set forth in Exhibit B attached hereto, and shall not include (i) any “**unauthorized use**” as defined in Paragraph 18 and (ii) any outstanding balances on Cardholder Accounts which are not paid on or before each Payment Due Date. Such Rebate shall be paid on or before February 1 of the following calendar year and shall be paid by check payable to the Company or by a credit to a single account of the Company (such account to be designated in writing to PNC Bank), as determined by PNC Bank. The Rebate shall be calculated for each calendar year or partial calendar year in accordance with the Rebate Schedule attached to this Agreement as Exhibit B and incorporated herein by reference. PNC Bank may at any time amend the Rebate in the event, to the extent, and in the amount, necessary to reflect any reduced interchange payments resulting from any updates to the Commercial Interchange Reimbursement Fees paid by Visa to PNC Bank from time to time in accordance with Visa’s published schedules in effect from time to time and, in such case, upon written request, PNC Bank will provide to the Program Administrator information in reasonable detail to verify any such amendment.

In no event shall a Rebate be payable by PNC Bank to the Company if a Default by the Company has occurred hereunder. After a Default, PNC Bank may setoff any amounts owed by the Company under this Agreement against any Rebate earned.

8. PAYMENT.

Payments under this Agreement must be submitted by a PNC Bank initiated direct debit to a designated Company account or by a Company initiated wire transfer or ACH transfer in accordance with the procedures determined by PNC Bank. Any failure to comply with PNC Bank's procedures may result in payments being processed or deposited or credited after the Payment Due Date, in which case additional fees and charges, as described in the Fee Schedule, will be applicable, and the Company agrees to pay PNC Bank such additional fees and charges upon demand. The payment methods set forth here are the only payment methods accepted by PNC Bank, unless PNC Bank, in its sole discretion, determines to add additional payment options. The Company understands that the Company's use of certain payment options may require the Company to execute additional documents in order for PNC Bank to implement such payment options.

In addition to the other payment obligations of the Company pursuant to this Agreement, the Company agrees to pay immediately the full amount of any outstanding balance exceeding the Company Credit Limit.

9. MONTHLY STATEMENTS; DISPUTED BILLINGS.

PNC Bank shall furnish to each Authorized Cardholder monthly statements (“**Cardholder Statements**”), reflecting all transactions posted to each Cardholder Account for such Authorized Cardholder. PNC Bank shall also furnish to the Program Administrator monthly statements reflecting all transactions posted to all Cardholder Accounts, and all activity relating to the charging of fees and charges under this Agreement, and any credits with respect to the same (“**Monthly Company Statements**”). PNC Bank's statements to the Company shall be in accordance with PNC Bank's standard reporting statement formats as of the time of such statements.

If the Company or an Authorized Cardholder disputes, or suspects an error has been made with

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respect to, any charges or billings, the Company must notify PNC Bank within sixty (60) days of the date of the Cardholder Statement on which the disputed charge or error first appeared. If the Company does not so notify PNC Bank, the Company waives any rights with respect to such disputed amount. Disputes regarding charges or billings under this Agreement shall be communicated in writing to PNC Bank at the address set forth in Paragraph 26. Communications should include the Authorized Cardholder's name and the Cardholder Account number, the dollar amount of any dispute or suspected error, the reference number and a brief description of the dispute or suspected error. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.

10. ALLOCATION OF PAYMENTS.

PNC Bank may apply each payment made by the Company in any order PNC Bank determines to be appropriate at the time payment is made (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance under the Commercial Card Program or otherwise).

11. COMPANY REPRESENTATIONS; FINANCIAL INFORMATION; REQUIRED NOTICES; CREDIT REPORTS.

The Company represents and warrants to PNC Bank that (a) the Company has all necessary power and authority to execute, deliver, perform and take all actions contemplated by this Agreement, (b) all such action has been duly and validly authorized by all necessary proceedings on the Company's part, and (c) this Agreement has been duly executed and delivered by the Company and constitutes a valid, legal and binding agreement of the Company enforceable against it in accordance with its terms.

The Company agrees to furnish PNC Bank, upon PNC Bank's request, such authorizations,

verifications, certificates and information as PNC Bank may require from time to time with respect to this Agreement and the Company, including the authority and true signature of any Program Administrator or any person signing this Agreement or any amendments hereto (an "**Authorized Contracting Officer**"). If there is more than one Authorized Contracting Officer, as set forth on the Signature Page, the action or signature of any one Authorized Contracting Officer shall constitute authorization. Any Authorized Contracting Officer may be changed by written notice to PNC Bank from an authorized executive officer of the Company, subject at such time to such additional authorizations, verifications and certificates as PNC Bank may require.

The Company shall deliver to PNC Bank as soon as available, and in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Company, financial statements of the Company in a form acceptable to PNC Bank; provided, however, that the Company shall not be required to deliver such financial statements to PNC Bank hereunder if such financial statements are delivered by the Company to PNC Bank or any of PNC Bank's affiliates under any lending or other relationship. The Company agrees that PNC Bank and its affiliates may share information that PNC Bank and any affiliate receive from the Company under this Agreement and under other lending and business relationships. In the event that any financial information submitted to PNC Bank has been prepared by an outside accountant in New Jersey, the same shall be accompanied by a statement in writing signed by the accountant disclosing that the accountant is aware that the information prepared by the accountant would be submitted to and relied upon by PNC Bank in connection with PNC Bank's determination to grant or continue credit.

The Company shall notify PNC Bank within five (5) Banking Days after the occurrence of each Default under Paragraph 13 by providing a statement of the Authorized Contracting Officer setting forth the details of such Default and the

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action which the Company proposes to take with respect thereto.

12. CONFIDENTIAL AND PROPRIETARY INFORMATION.

In connection with the Commercial Card Program and this Agreement, PNC Bank and the Company will be providing to each other, whether orally, in writing or in electronic format, nonpublic, confidential or proprietary information (collectively, "**Confidential Information**"). Each of the Company and PNC Bank agrees (a) to hold the Confidential Information of the other in strict confidence, (b) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to a party's affiliates and its or their employees, officers, directors, agents, representatives or other third parties that provide or may provide ancillary support relating to the Commercial Card Program and require disclosure or access in the course of employment or services, or to its external or internal auditors or regulatory authorities, and (c) not to use such Confidential Information except in connection with the Commercial Card Program and for the purposes of this Agreement. It is understood and agreed that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. It is also understood and agreed that no information shall be within the protection of this Agreement where such information: (i) is or becomes publicly available through no fault of the party to whom such Confidential Information has been disclosed; (ii) is released by the originating party to anyone without restriction; (iii) is rightly obtained from third parties not, to such receiving party's knowledge, under obligation of confidentiality; or (iv) is required to be disclosed by subpoena or similar process of applicable law or regulations.

For the purposes of this Agreement, Confidential Information of a party shall include, without limitation, any scientific or technical information, design, process, procedure or improvement and all

concepts, documentation, reports, data, data formats, specifications, computer software, source code, object code, user manuals, financial models, screen displays and formats, software, databases, inventions, knowhow, showhow and trade secrets, whether or not patentable or copyrightable, whether owned by a party or any third party, together with all memoranda, analyses, compilations, studies, notes, records, drawings, manuals or other documents or materials which contain or otherwise reflect any of the foregoing information.

Each of the Company and PNC Bank agrees to return to the other or destroy all Confidential Information of the other upon the termination of this Agreement; provided, however, each party may retain such limited information for customary archival and audit purposes only for reference with respect to prior dealings between the parties subject at all times to the continuing terms of this Paragraph 12.

Each of the Company and PNC Bank agrees not to use the other's name or logo in any marketing, advertising or related materials, without the prior written consent of the other party.

13. EVENTS OF DEFAULT.

Any of the following constitute an event of default (each, a "**Default**") of the Company under this Agreement:

- (a) any payment is not made on the applicable Payment Due Date or any other obligation under this Agreement is not paid as and when it is due;
- (b) the terms of this Agreement are breached by the Company or any Authorized Cardholder in any manner, or any representation or warranty made by the Company hereunder is not true and correct in any material respect when made;
- (c) less than 10 Commercial Cards are issued and outstanding;
- (d) the Company or any Guarantor defaults under the terms of any other obligation to PNC Bank or

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to any of PNC Bank's affiliates beyond any grace period with respect thereto;

(e) the Company defaults (as principal or as guarantor or other surety) under the terms of any obligation (or set of related obligations) in respect of indebtedness for borrowed money in excess of \$25,000 in the aggregate beyond any period of grace with respect thereto;

(f) a bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding is commenced by or against the Company or any Guarantor;

(g) any assignment by the Company or any Guarantor for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of the Company or any Guarantor held by or deposited with PNC Bank;

(h) the Company or any Guarantor dies, ceases to conduct business as a going concern, becomes insolvent or is dissolved, or PNC Bank otherwise believes in good faith that the prospect of payment and/or performance under this Agreement is impaired;

(i) the entry of a final judgment against the Company or any Guarantor in an amount in excess of \$25,000 and the failure to discharge or stay the judgment within ten days of the entry thereof;

(j) the revocation or attempted revocation, in whole or in part, of any guarantee by any Guarantor; or

(k) the occurrence of any event, condition, act, or fact which would constitute a material adverse change in, or would otherwise involve a substantial risk of any material adverse effect on, the business, operations, conditions (financial or other) or prospects of the Company.

As used herein, the term “**Guarantor**” means any guarantor of, or pledgor of collateral for, the Company's obligations to PNC Bank existing on the date of this Agreement or arising in the future.

14. REMEDIES.

Upon the occurrence of a Default as defined in Paragraph 13: (i) if a Default under clause (f) or (g) above shall occur, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable, and the Company Credit Limit, all Cardholder Accounts, and this Agreement will be immediately terminated, all without demand or notice of any kind; (ii) if any other Default shall occur, PNC Bank may, at its option, and without prior notification: (a) terminate the Company Credit Limit, close any or all Cardholder Accounts to all use and terminate this Agreement, and (b) accelerate payment of the full balance on all Cardholder Accounts and any other amounts payable under this Agreement, and require immediate repayment in full of such amounts; and (iii) PNC Bank may exercise from time to time any of the rights and remedies available hereunder or under applicable law.

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15. BANKER'S LIENS AND RIGHT OF SETOFF.

TO SECURE ALL OF THE COMPANY'S EXISTING AND FUTURE OBLIGATIONS TO PNC BANK HEREUNDER OR OTHERWISE, THE COMPANY HEREBY GRANTS PNC BANK A GENERAL LIEN ON, SECURITY INTEREST IN AND RIGHT OF SETOFF AGAINST ANY AND ALL OF THE COMPANY'S EXISTING AND FUTURE PROPERTY IN THE POSSESSION OF PNC BANK OR ANY OF ITS AFFILIATES (INCLUDING WITHOUT LIMITATION, ALL DEPOSIT ACCOUNTS AND OTHER ACCOUNTS OF ANY TYPE). UPON THE OCCURRENCE OF ANY DEFAULT HEREUNDER, PNC BANK MAY SET OFF ANY SUCH PROPERTY OF THE COMPANY AGAINST ANY OBLIGATION THE COMPANY OWES TO PNC BANK, AND MAY EXERCISE ANY OTHER RIGHTS AND REMEDIES PERMITTED BY LAW. EVERY SUCH SECURITY INTEREST AND RIGHT OF SETOFF MAY BE EXERCISED WITHOUT DEMAND UPON OR NOTICE TO THE COMPANY. EVERY SUCH RIGHT OF SETOFF SHALL BE DEEMED TO HAVE BEEN EXERCISED IMMEDIATELY UPON THE OCCURRENCE OF A DEFAULT HEREUNDER WITHOUT ANY ACTION OF PNC BANK, ALTHOUGH PNC BANK MAY ENTER SUCH SETOFF ON ITS BOOKS AND RECORDS AT A LATER TIME.

In addition to the foregoing, all of the payment obligations of the Company under this Agreement are intended to be secured by the property described in any collateral security documents that the Company executes and delivers to PNC Bank in connection with this Agreement or that previously may have been or may in the future be executed and delivered to PNC Bank to secure any other obligations of the Company to PNC Bank.

16. COMPANY CANCELLATION OF COMMERCIAL CARDS (CARDHOLDER ACCOUNTS) OR REDUCTION OF ACTIVITY LIMITS.

If the Company at any time desires to cancel or reduce or otherwise change any activity limit or other requirement on any outstanding Commercial Card (including as a result of the termination of an Authorized Cardholder's employment), the Program Administrator shall so notify PNC Bank in writing specifying the requested date of such action. A Program Administrator may authorize a change to any activity limit or other requirement on a Commercial Card with respect to a particular transaction or transactions orally or online, on which PNC Bank may rely; provided, however, that for any such change to become permanent, any oral change must be set forth in writing by the Program Administrator to PNC Bank.

Upon cancellation of any Commercial Card or termination of any Cardholder Account, the Company will promptly notify the Authorized Cardholder and will use its best efforts to obtain the canceled Commercial Card and return such Commercial Card to PNC Bank, cut in half, or otherwise destroy it. Upon cancellation of a Commercial Card (other than a lost or stolen Commercial Card as to which PNC Bank has received notice) or termination of any Cardholder Account (including as a result of termination of employment of an Authorized Cardholder as to which PNC Bank has received notice), the Company shall remain liable for all outstanding balances incurred by the use of such Commercial Card prior to such cancellation or termination, including all outstanding balances for transactions that may be posted to the Cardholder Account by a merchant after cancellation or termination, and all fees and other charges of any type as shall have accrued or as shall occur or accrue to PNC Bank with respect to such Cardholder Account. Upon reduction of or change in any activity limit or other requirement on any outstanding Commercial Card, the Company will promptly notify the Authorized Cardholder. Notwithstanding any such notice, the Company

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shall remain liable for all amounts incurred by the use of such Commercial Card.

17. TERMINATION; EFFECT OF TERMINATION.

The Rebate Table shall remain in effect until the earlier of (i) three (3) years from the Effective Date (and will be subject to renegotiation at the end of such period) or (ii) termination of this Agreement.

This Agreement shall remain in effect until terminated as provided herein. The Company and PNC Bank may each terminate this Agreement at any time *without cause* upon at least sixty (60) days prior written notice to the other party (which notice shall specify the date of termination).

Upon termination of this Agreement, the full balance of all Cardholder Accounts and any other amounts payable under this Agreement shall be immediately due and payable in full.

The Company hereby forever waives presentment, protest, notice of dishonor and notice of non-payment. The Company also waives all defenses based on suretyship or impairment of collateral.

Notwithstanding any termination of this Agreement, this Agreement shall remain in full force and effect with respect to (i) all transactions hereunder that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to PNC Bank with respect to such transactions, (iii) the confidentiality provisions set forth in Paragraph 12 of this Agreement, (iv) PNC Bank's general lien and right of setoff set forth in Paragraph 15 of this Agreement, (v) the indemnity provided by the Company in Paragraph 21 of this Agreement, and (vi) the waiver of jury trial, venue and enforcement provisions of Paragraph 25. Further, upon any termination and on demand thereafter, the Company shall reimburse PNC Bank for any reasonable out-of-pocket expenses incurred by PNC Bank in connection with this Agreement and the Commercial Card Program, including without limitation the costs (including attorneys' fees) associated with unused customized cards and

forms and the collection of all amounts outstanding hereunder.

18. LOST OR STOLEN COMMERCIAL CARD; LIABILITY FOR UNAUTHORIZED USE.

The Company agrees to notify PNC Bank immediately if the Company suspects or knows that a Commercial Card is lost or stolen by calling the following telephone number: (800) 685-4039. The Company must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Commercial Card to PNC Bank at the address set forth in Paragraph 26.

The Company shall be liable for all unauthorized use of any Commercial Card. For the purposes of this Agreement, "**unauthorized use**" means the use of a Commercial Card by a person, other than an Authorized Cardholder, who does not have actual, implied or apparent authority for such use, and from which neither the Authorized Cardholder, the Company, nor any Designated Affiliate receives any benefit, including without limitation, any fraudulent use. The Company will not, however, be liable for any unauthorized use that continues after PNC Bank is notified orally or in writing of unauthorized use and has had a reasonable time to act on such notice. Use of a Commercial Card by an Authorized Cardholder at any time, even if an Authorized Cardholder is no longer employed or associated with the Company or a Designated Affiliate, shall not constitute unauthorized use, subject to applicable law and Paragraph 16 of this Agreement.

The Company understands that any liability any Authorized Cardholder may separately have to the Company for the unauthorized use of any Commercial Card by a third party is the lesser of \$50 or the amount of such unauthorized use. In addition, the Company understands that there is no limitation on the liability any Authorized Cardholder has to the Company for the unauthorized use of any Commercial Card by the Authorized Cardholder.

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19. FORCE MAJEURE.

Notwithstanding any other provisions of this Agreement, PNC Bank shall not be liable for any failure, inability to perform, or delay in performance hereunder, if such failure, inability, or delay is due to acts of God, acts or omissions of Visa, the Company or any third party (including Total Systems Inc. or AOC Solutions, Inc.), severe weather, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbances, equipment malfunction, or any other cause beyond PNC Bank's reasonable control.

20. NOTICE RE: COMMUNICATIONS BY TELEPHONE.

To review and monitor appropriate handling of inquiries and PNC Bank's performance, some telephone calls between employees or agents of PNC Bank and the Company may be monitored by PNC Bank's supervisory or management personnel, without notice to the Company or such employees or agents of PNC Bank. PNC Bank will not, however, make a sound recording of any telephone call without disclosure to the Company.

21. INDEMNIFICATION.

The Company shall indemnify and hold harmless PNC Bank and its affiliates and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "Losses") resulting from, relating to or arising out of this Agreement and the Commercial Card Program; provided, however, that the Company shall have no obligation to indemnify PNC Bank or its affiliates or their respective directors, officers, employees or agents against any Losses to the extent such Losses result from the gross negligence or willful misconduct of PNC Bank or its affiliates, or their respective directors, officers, employees or agents.

22. DISCLAIMERS OF WARRANTIES, SPECIAL DAMAGES AND LIABILITIES.

PNC BANK SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.

IN NO EVENT SHALL PNC BANK BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THE AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT PNC BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PNC BANK BE LIABLE FOR AN AMOUNT GREATER THAN FEES ALREADY RECEIVED FROM THE COMPANY HEREUNDER.

In addition, the Company acknowledges and agrees that Visa U.S.A. Inc. and Visa International shall not be responsible for any claims, losses, damages or liabilities incurred by any Visa member (including PNC Bank) or by the agents, brokers, cardholders (including the Company or any Authorized Cardholder), or merchants of any such Visa member arising out of the Visa Commercial Card product, including without limitation the Commercial Card Program and services provided under this Agreement. VISA U.S.A. INC. AND VISA INTERNATIONAL DISCLAIM ALL WARRANTIES WITH RESPECT TO THE VISA COMMERCIAL CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS

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CONTRACTORS (INCLUDING PNC BANK), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

23. PRIOR AGREEMENTS; AMENDMENTS; WAIVER; CUMULATIVE REMEDIES.

This Agreement (including any attachments and the documents and instruments referred to herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Company and PNC Bank or any of PNC Bank's affiliates with respect to the subject matter hereof. Except as expressly provided in this Agreement, this Agreement may be amended or modified only by a written agreement signed by both PNC Bank and the Company. No waiver by either party of any of its respective rights under this Agreement shall be effective unless in writing signed by an authorized representative of such party. If for any reason a party waives a right, such waiver shall not be construed to be continuing, nor shall such waiver limit or otherwise affect such party's right to exercise such right at a later time with or without notice. Each party's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which such party may have under agreements, at law or in equity.

24. ASSIGNMENT; BINDING EFFECT.

This Agreement (including any of the Company's rights or obligations hereunder) may not be assigned or transferred, by operation of law or otherwise, by the Company without the prior written consent of PNC Bank. This Agreement shall be binding upon the permitted successors and assigns of the Company. No consent is required for PNC Bank to assign or otherwise transfer this Agreement or its rights or obligations hereunder.

25. WAIVER OF JURY TRIAL; VENUE; ENFORCEMENT.

EACH OF THE COMPANY AND PNC BANK HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY NATURE RESULTING FROM, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

The Company hereby irrevocably consents and agrees that any action, suit or proceeding resulting from, arising out of or related to this Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and hereby waives any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise. Nothing contained in this Agreement (including this Paragraph) shall prevent PNC Bank from bringing any action, suit or proceeding to enforce any award or judgment or to exercise any rights against the Company individually or against any property of the Company within any other county, state or other foreign or domestic jurisdiction.

In the event of any breach of Paragraph 12, for which it is recognized that there may be no adequate remedy at law, and for which adequate consideration has been received, PNC Bank and the Company shall be entitled to equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law.

VISA COMMERCIAL CARD AGREEMENT

26. NOTICES.

All notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given if sent by personal delivery, mail, nationally recognized overnight courier, telegram, or facsimile, addressed,

in the case of notice to PNC Bank, to:

PNC Bank, National Association
Treasury Management
Firstside Center
500 First Avenue
Pittsburgh, Pennsylvania 15219
Attn: Commercial Card Operations
Mailstop: P7-PFSC-03-D

with a copy (in the case of notices relating to default, termination or disputes arising under this Agreement) to:

PNC Bank, National Association
1600 Market Street, 28th Floor
Philadelphia, PA 19103
Attn: Chief Counsel, Commercial Banking Group

or, if sent by facsimile, to (412) 705-0759, Attention: Commercial Card Operations and (215) 585-8713, Attention: Chief Counsel, Commercial Banking Group;

and in the case of notice to the Company, except as expressly provided below, to the Program Administrator at the address provided to PNC Bank in the PNC Bank Commercial Card Corporate Contact Form.

In the case of the notice made by PNC Bank pursuant to Paragraph 17 of this Agreement, notice shall be provided to Authorized Contracting Officer at the address set forth on the Signature Page to this Agreement.

Any of the above notices or inquiries to the Company may be sent to the applicable facsimile number set forth on the Signature Page for the Authorized Contracting Officer and the PNC Bank Commercial Card Corporate Contact Form

for the Program Administrator. Any address or facsimile number set forth or referred to above may be changed by the party to receive notice, providing notice is given in writing to the other party in accordance with these notice provisions.

Notwithstanding anything herein to the contrary, if the Company has not identified any Program Administrator or Authorized Contracting Officer, or if PNC Bank is unable to determine the identity of such person from its records, then all notices to the Company permitted or required by this Agreement shall be addressed to the Company at the address shown on the records of PNC Bank.

27. TECHNOLOGY.

At the Company's request, PNC Bank may, in its discretion, make available to the Company certain additional technology, including but not limited to its payables card processing application ("ActivePay[®]") and/or certain Internet-based services provided by Visa, known as Visa Information Management ("VIM"). PNC Bank may discontinue providing ActivePay[®], VIM or any other service to the Company at any time upon sixty (60) days prior written notice to the Company. The Company may discontinue using ActivePay[®], VIM or any other service at any time upon sixty (60) days prior written notice to PNC Bank.

In order to utilize VIM, the Company acknowledges and agrees that: (a) it and/or its Authorized Users will be required to register with Visa and will be bound by such terms and conditions governing the Company's access to and use of VIM as established from time to time by Visa, and by any third parties that Visa may use in providing VIM services; and (b) it will be responsible for granting access to and authority to use VIM to one or more persons in accordance with procedures established by Visa. Further, the Company acknowledges and agrees that when it utilizes VIM to change an activity limit, order a new card or give other instructions, Visa will communicate those instructions to PNC Bank and, provided that the person giving those instructions entered the proper security or other codes or

VISA COMMERCIAL CARD AGREEMENT

identifying numbers, PNC Bank will comply with the instructions received from Visa without further verifying those instructions with the Company.

In addition to the requirements set forth in this Paragraph 27, in order to utilize ActivePay® or any other technology that PNC Bank may make available to the Company from time to time, the Company and/or its Authorized Users may be required to register with such vendor and agree to its terms and conditions governing the Company's access to and use of such technology. The Company also may be required to execute such other documentation, in form and substance acceptable to PNC Bank, and to agree to certain other terms and conditions governing use of such technology as may be established by PNC Bank or any third party vendor used by PNC Bank in conjunction with the provision of such services (including, without limitation, AOC Solutions, Inc.).

PNC Bank is authorized to exchange with Visa, AOC Solutions, Inc., any other vendor or technology provider (and, as necessary, with third parties used by any such provider), information about the Company and the transactions under this Agreement and any other commercial card agreement with PNC Bank.

PNC Bank shall have no liability to the Company in connection with the performance, or failure to perform, of VIM, ActivePay® or any other additional technology used by the Company in connection with the ActivePay® Program.

28. CERTAIN DEFINITIONS.

In addition to the capitalized words and terms defined elsewhere in the Agreement, the following words and terms shall have the following meanings:

"Agreement" means this Visa Commercial Card Agreement, including all Schedules, Exhibits, Addenda and attachments, as it and they may be amended from time to time.

"Banking Day" is a day other than Saturday, Sunday or public holiday under the laws of the Commonwealth of Pennsylvania, or other day on which banking institutions are authorized or obligated to close in Pittsburgh, Pennsylvania.

"Payment Due Date" refers to each date upon which payment of any type is due from the Company to PNC Bank. The Payment Due Date for the amount shown on any Monthly Company Statement as **"Total Payment Due"**, including any disputed amounts (as described in Paragraph 8), shall be the date which is seven (7) calendar days after the date identified on the Monthly Company Statement as **"Statement Date"**.

29. GOVERNING LAW.

THIS AGREEMENT AND ALL QUESTIONS RELATING TO THE SUBJECT MATTER HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS (EXCLUDING ITS CONFLICT OF LAW RULES) OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA.

30. CONSTRUCTION.

To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting the other provisions of this Agreement. Titles and headings to paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. All Schedules, Exhibits and Addenda to this Agreement are hereby made a part of this Agreement in all respects.

VISA COMMERCIAL CARD AGREEMENT

COMPANY CREDIT LIMIT SCHEDULE

Company: Village of Oak Park, Cook County, Illinois

Company Credit Limit under Commercial Card Program and other commercial card programs	\$1,000,000.00
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In the event of a change in the Company Credit Limit, as provided in the VISA Commercial Card Agreement or other commercial card agreement, PNC Bank will provide a revised Company Credit Limit Schedule to the Company. The revised Company Credit Limit will be effective as of the date set forth on the new Company Credit Limit Schedule.

VISA COMMERCIAL CARD AGREEMENT

SIGNATURE PAGE

By executing this Signature Page, the undersigned acknowledge that they have read the foregoing Visa Commercial Card Agreement and agree to abide and be bound by its terms and conditions.

PNC BANK, NATIONAL ASSOCIATION

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

Form of Organization (*please check*):
____ Corporation; ____ Partnership;
X Other (Specify: A Home-Rule Municipality of the State of Illinois)

State of Organization: Illinois

Address: 123 Madison Street
Oak Park, Illinois 60302

Facsimile Number of Authorized Contracting Officer: 708-358-5105

VISA COMMERCIAL CARD AGREEMENT



Exhibit A

Prepared for
Village of Oak Park, Cook County, Illinois

Card Services Fee Schedule

Category		Standard Price	Company
I.	Monthly Program Maintenance Fee <i>Standard Account Includes:</i> <ul style="list-style-type: none"> ➤ Program administration ➤ Cardholder statements ➤ Invoices ➤ Standard paper reports ➤ Cards (no limit on # of accounts) ➤ Transmissions (EDI or Flat File) 	\$200 per month	Waived
II.	Transaction Fee 0 - 500 500 - 1,000 > 1,000	\$.50 per transaction \$.25 per transaction No charge	Waived
III.	Corporate Account Late Fee	1% of outstanding balance at the following number of days past the next statement close date (based on program statement cycle) ¹ : Monthly cycle: 15 days Bi-weekly cycle: 10 days Weekly cycle: 5 days	1 % of outstanding balance at the following number of days past the next statement close date (based on program statement cycle)¹: Monthly cycle: 15 days Bi-weekly cycle: 10 days Weekly cycle: 5 days
IV.	Cash Advance Transaction Fee	\$3 or 3% per advance (whichever is greater)	\$3 or 3% per advance (whichever is greater)
V.	Foreign Exchange Fee	Exchange Rate + 1% ²	Exchange Rate + 1 %²
VI.	ActivePay®		
	➤ <i>One-time implementation fee</i>	➤ \$10,000	➤ Waived
	➤ <i>Web Services (Optional)</i>	➤ Pass-thru at cost (based on development hours)	➤ Pass-thru at cost (based on development hours)
	➤ <i>Incoming & outgoing faxes (including receipts submitted via fax)</i>	➤ \$0.18 per page	➤ \$0.18 per page
VII.	Custom Card Graphics (optional)		
	(A) Single-Color Logo on standard PNC card design <ul style="list-style-type: none"> • Image and Template Design (<i>two logos max</i>) • Once client provides final approval, available for order in 1-2 weeks 	<ul style="list-style-type: none"> • \$250 per logo • \$1 per card 	<ul style="list-style-type: none"> • Waived • Waived
	(B) Custom Card Design or Multi-Color Logo – Non Chip Card <ul style="list-style-type: none"> • Bulk upload of card design / image file • Integrate 600 dpi color images • Once client provides final approval, available for order in 2-4 weeks 	<ul style="list-style-type: none"> • \$350 per image upload 	<ul style="list-style-type: none"> • \$350 per image upload
	(C) Custom Card Design or Multi-Color Logo – Chip Card (<i>minimum order quantity of 1,000</i>) <ul style="list-style-type: none"> • Once client provides final approval, available for order in 6-8 weeks 	<ul style="list-style-type: none"> • TBD by design 	<ul style="list-style-type: none"> • TBD by design

¹ If payment in full of amounts due on statement has not been made by the date that is 15 days (for monthly statement cycle), 10 days (for bi-weekly statement cycle), or 5 days (for weekly statement cycle) after the next statement closing date, then 1% of the outstanding balance will be charged as a late fee and will appear on the next statement.

² Visa will convert the amount from the transaction currency into U.S. dollars, using a conversion exchange rate that is either a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date (which rate may vary from the rate Visa receives), or the government-mandated rate in effect for the applicable central processing date, plus in each instance, 1%.

VISA COMMERCIAL CARD AGREEMENT



Exhibit B

Prepared for
Village of Oak Park, Cook County, Illinois

Rebate Schedule

PNC Bank offers the following rebate incentives to the Company based on monthly payment terms being seven (7) calendar days after the Monthly Cycle Date (Statement Date):

Annual Dollar Volume *	Rebates Incentive**
\$20,000,000 and above	155
\$15,000,000 to \$19,999,999	150
\$10,000,000 to \$14,999,999	145
\$5,000,000 to \$9,999,999	140
\$1,000,000 to \$4,999,999	135
\$0 to \$999,999	110

* “**Annual Dollar Volume**” means January through December total Dollar Volume, based on monthly statement cycle activity; and “**Dollar Volume**” means the total of purchases minus returns minus cash advances under the Commercial Card Program and all other Visa commercial card programs with PNC Bank.

** Rebate Incentives are listed in basis points. One basis point equals .0001. Transactions that qualify for the Visa Large Ticket Merchant program (“**Large Ticket Transactions**”) will be included in calculating the Annual Dollar Volume tier achieved, but the Large Ticket Transactions will earn a rebate calculated at the lesser of (a) one-half (½) of the applicable Rebate Incentive tiers set forth above, or (b) seventy-two and one-half (72.5) basis points; provided, however, PNC Bank may reduce the rebate earned on Large Ticket Transactions to reflect any reduced interchange payments resulting from any updates to the fees paid to PNC Bank by Visa in accordance with Visa's published schedules in effect from time to time.

The above schedule reflects a corporate bill, payment, and liability program for the Commercial Card Program.

PERFORMANCE BONUS

PNC Bank is offering the Company an incentive in the form of a one-time performance bonus of \$10,000 (the “**Performance Bonus**”) upon the Company achieving \$10,000,000 of Annual Dollar Volume (the “**Required Spend**”) in a calendar year (based on January to December monthly statement cycle activity). If the Company achieves the Required Spend, the Performance Bonus incentive will be paid to the Company on or before February 1 of the year following the end of the year in which the Required Spend is first achieved.