Fill in this information to identify the case:

Debtor   Marineland Leisure Inc.

United States Bankruptcy Court for the: _____ District of Delaware
                                                              (State)

Case number   25-10621 _____

Modified Official Form 410
Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1:	Identify the Claim

1.	**Who is the current creditor?**	First Data Merchant Services LLC
		Name of the current creditor (the person or entity to be paid for this claim)
		Other names the creditor used with the debtor First Data, FISERV

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes.   From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
First Data Merchant Services LLC Legal Dept. 3975 N.W 120th Ave Coral Springs, FL 33065	
Contact phone _____ Contact email ian.winchester@fiserv.com	Contact phone _____ Contact email _____

Uniform claim identifier (if you use one):

_ _

4. **Does this claim amend one already filed?**

☑ No

☐ Yes.   Claim number on court claims registry (if known) _____   Filed on _____
                                                                                              MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____

Official Form 410   **Proof of Claim**

Part 2:	Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. How much is the claim?

$ <u>undetermined</u> . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

<u>Contract/Executory Contract</u>

9. Is all or part of the claim secured?

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. Is this claim subject to a right of setoff?

☐ No

☑ Yes. Identify the property: <u>Reserve held under Merchant Agreement</u>

Official Form 410   **Proof of Claim**

12.	**Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**	☑ No		
	A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	☐ Yes**.** *Check all that apply:*		**Amount entitled to priority**
		☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).		$_____
		☐ Up to $3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).		$_____
		☐ Wages, salaries, or commissions (up to $15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).		$_____
		☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).		$_____
		☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).		$_____
		☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.		$_____
		* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.		

13.	**Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**	☑ No
		☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.
		$_____

Part 3:	**Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date   09/12/2025
           MM / DD / YYYY

/s/Ian D. Winchester
           Signature

Print the name of the person who is completing and signing this claim:

Name	Ian D. Winchester		
	First name	Middle name	Last name
Title	Director Credit Risk		
Company	First Data Merchant Services LLC		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address			
Contact phone		Email	

Official Form 410   **Proof of Claim**

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (888) 733-1434 | International (310) 751-2633

Debtor:
    25-10621 - Marineland Leisure Inc.
District:
    District of Delaware	

Creditor:
    First Data Merchant Services LLC
    Legal Dept.
    3975 N.W 120th Ave
 	
    Coral Springs, FL, 33065
    Phone:
 	
    Phone 2:
 	
    Fax:
 	
    Email:
    ian.winchester@fiserv.com
	Has Supporting Documentation:
	    Yes, supporting documentation successfully uploaded
	Related Document Statement:
	
	Has Related Claim:
	    No
	Related Claim Filed By:
	
	Filing Party:
	    Authorized agent

Other Names Used with Debtor:
    First Data, FISERV
	Amends Claim:
	    No
	Acquired Claim:
	    No

Basis of Claim: Contract/Executory Contract	**Last 4 Digits:**	**Uniform Claim Identifier:**
	No	

Total Amount of Claim:
    undetermined
	Includes Interest or Charges:
	    No	

Has Priority Claim: No	**Priority Under:**	
Has Secured Claim: No	**Nature of Secured Amount:** **Value of Property:**
Amount of 503(b)(9): No	**Annual Interest Rate:**
Based on Lease: No	**Arrearage Amount:**
	Basis for Perfection:
Subject to Right of Setoff: Yes, Reserve held under Merchant Agreement	**Amount Unsecured:**

Submitted By:
    Ian D. Winchester on 12-Sep-2025 6:58:27 a.m. Pacific Time
Title:
    Director Credit Risk
Company:
    First Data Merchant Services LLC	

VN: CAA648D32CC628307AD923D4D1B95CFB

MERCHANT PROCESSING APPLICATION AND AGREEMENT

Sales Office: **...delity Payment Services**   Print Sales Rep Name **Jennifer Conrad**   Sales ID # **0069**

...erchant ...ber _____   Sales Rep. Signature _____   Phone #: **718-782-2823**

1. BUSINESS INFORMATION

Page 6

Client's Business Name *(Doing Business As)*: **Marineland Dolphin Adventure Ecommerce**	Client's Corporate/Legal Name *(Use Also For Headquarter's Information)*: **MARINELAND LEISURE, INC.**
Business Address: **9600 Ocean Shore Blvd**	Billing Address *(If Different Than Location Address)*: **9600 Ocean Shore Blvd**

City: **St Augustine**	State: **FL**	Zip: **32080**	City: **St Augustine**	State: **FL**	Zip: **32080**

Location Phone #: **904-471-1111**	Location Fax #:	Contact Name: **Felicia Robinson-Cook**
Business E-mail Address: **fcook@dolphindiscovery.com**		Contact Fax # / E-mail Address:
Business Website Address: **https://marineland.net/**		Contact Phone #:

Date Business Started:
4/3/2018

Send Retrieval Requests to: ☐ Business Location ☒ Corp/Legal Location
Send Merchant Monthly Statement to: ☐ Business Location ☒ Corp/Legal Location

Customer Service Phone #: **904-471-1111**	Customer Service E-mail Address: **fcook@dolphindiscovery.co** ⊞	Statement Delivery Method: *(choose one)* ☐ Print and Mail ☐ Online via AccessOne

☐ INDIVIDUAL/SOLE PROPRIETORSHIP: State in which Certificate of

Assumed Name Filed: _____ State:_____

☒ CORPORATION – CHAPTER S, C   State: **FL**

☐ MEDICAL OR LEGAL CORPORATION State:_____

☐ TAX EXEMPT ORGANIZATION (501C) State:_____

☐ INTERNATIONAL ORGANIZATION

Location Filed:_____

☐ ASSOCIATION/ESTATE/TRUST State Filed:_____

☐ GOVERNMENT (Federal, State, Local)

☐ LIMITED LIABILITY COMPANY   State Filed:_____

☐ PARTNERSHIP   State Filed:_____

Name *(as it appears on your income tax return)* **MARINELAND LEISURE, INC.**	FEDERAL TAX ID # *(as it appears on your income tax return)* **834287388**	☐ I certify that I am a foreign entity/nonresident alien. *(If checked, please attach IRS Form W-8.)*

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

*SIC/MCC: **7996**	Final Auth. Indicator: ☐ 0 (Pre Auth.) ☐ 1 (Final Auth.)	IATA/ARC:	(MCC 4722 Only)

Note: *If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967 and 7841[1], then registration is required with Visa and/or MasterCard within 30 days from when your account becomes active. An Annual Registration Fee of $500 may apply for Visa and/or MasterCard (total registration fees could be $1,000.00). Failure to register could result in fines in excess of $10,000.00 for violating Visa and/or MasterCard regulations[2].
[1]Registration for MCC 7841 is only required for non-face-to-face adult content.
[2]Information herein, including applicable MCCs, is subject to change.

Detailed Explanation of Type of Merchandise, Products or Services Sold:
Recreation+Amusement

2. ADDITIONAL CREDIT / SITE SURVEY INFORMATION – ALL MERCHANTS

1. Zone: ☐ Business District ☐ Industrial ☐ Residential

2. Location: ☐ Mall ☐ Office ☐ Home ☐ Shopping Area
☐ Apartment ☐ Isolated ☐ Door-to-Door
☐ Flea Market ☒ Other

3. How many employees: _____

4. How many registers/Terminals: _____

5. Is proper license visible? ☐ Yes
☐ No, explain: _____

6. Where is the merchant name displayed at the site?
☐ Window ☐ Door ☐ Store Front

7. Merchant Occupies: ☐ Ground Floor ☒ Other: _____

8. # of Floors/Levels: ☐ 1 ☐ 2-4 ☐ 5-10 ☐ 11+

9. Remaining Floor(s) Occupied by:
☐ Residential ☐ Commercial ☐ Combination ☒ None

10. Approximate Square Footage:
☐ 0-250 ☐ 251-500 ☐ 501-2,000 ☐ 2,001 plus

11. Are customers required to leave a deposit?
☐ No ☐ Yes If Yes, % of deposit required: _____%

12. Return Policy: ☐ Full Refund ☐ Exchange Only ☐ None

13. Do you have a refund policy for MC/Visa/Discover® Network-PayPal/American Express OptBlue® Sales?

☐ Yes ☐ No If yes, check one:
☐ Exchange ☐ MC/Visa/Discover Network-PayPal/
☐ Store Credit American Express OptBlue® Credit

If MC/V/Discover Network-PayPal/American Express OptBlue® Credit, within how many days do you submit credit transactions?

☐ 0-3 ☐ 4-7 ☐ 8-14 ☐ Over 14

14. Advertising Method *(Attach at least one)*:
☐ Catalog ☐ Brochure ☐ Direct Mail ☐ TV/Radio
☐ Internet ☐ Phone ☐ Newspaper/Journals ☐ Other
Marketing Materials required for Mail Order, B to B, Internet over $1 Million in annual volume. Attach Web Page for Internet Merchant.

15. Previous Processor:_____

16. Check Reason For Leaving: ☐ Rate ☐ Service ☐ Terminated ☐ Other: _____

Mail/Telephone Order/Business to Business/Internet Information
(All Questions must be Answered)

1. What is the time frame from transaction to delivery? *(% of orders delivered in)*:
0-7 days **0** % + 8-14 days_____% + 15-30 days_____% + over 30 days_____% = **100%**

2. MC/Visa/Discover Network-PayPal/American Express OptBlue® sales are deposited *(check one)*:
☐ Date of order ☐ Date of delivery ☐ Other *(specify)*:_____

3. Does any of your cardholder billing involve automatic renewals or recurring transactions *(i.e., cardholder authorizes initial sale only)*? ☐ Yes ☐ No

Merchant Initials: _____

OmahaW 201(ia) | **3. OWNERS / PARTNERS / OFFICERS** | Omaha 201(ia)

Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business.

OWNER / PARTNER / OFFICER 1

Name: *(First, MI, Last)*	% Ownership:	Title: **General Manager**

Home Address: *(No P.O. Box)*	City:	State:	Zip:	Country:

Telephone #:	Social Security #:	D.O.B.:	DL #:	State:

OWNER / PARTNER / OFFICER 2 | OWNER / PARTNER / OFFICER 3

Name: *(First, MI, Last)*	% Ownership: **0**	Name: *(First, MI, Last)*	% Ownership:

Title:	Telephone #:	Title:	Telephone #:

Home Address: *(No P.O. Box)*	Home Address: *(No P.O. Box)*

City:	State:	Zip:	Country:	City:	State:	Zip:	Country:

D.O.B.:	Social Security #:	D.O.B.:	Social Security #:

OWNER / PARTNER / OFFICER 4 | OWNER / PARTNER / OFFICER 5

Name: *(First, MI, Last)*	% Ownership:	Name: *(First, MI, Last)*	% Ownership:

Title:	Telephone #:	Title:	Telephone #:

Home Address: *(No P.O. Box)*	Home Address: *(No P.O. Box)*

City:	State:	Zip:	Country:	City:	State:	Zip:	Country:

D.O.B.:	Social Security #:	D.O.B.:	Social Security #:

4. SETTLEMENT INFORMATION

Deposit Bank:

Transit/ABA #:   **Deposit Account #:**

ACH Detail Flag: ☐ Individual ☒ Combined ☐ Separate *(defaults to Combined if option not selected)*

5. TRANSACTION INFORMATION

FINANCIAL DATA | WHERE IS SALE TRANSACTED? *(Must = 100%)*

Gross YEARLY Sales Volume (Cash + Credit + Debit + Check) $ **3,100,000**	Avg. MC/Visa/Discover Network-PayPal Ticket *(Estimate If Never Processed in Past)* $ **220**	Store Front/Swiped ____ **0** %
Average YEARLY MC/Visa Volume $ **2760000**	Avg. American Express OptBlue® Ticket *(Estimate If Never Processed in Past)* $ _____	Internet ____ **0** %
Average YEARLY Discover Network-PayPal Volume $ **276000**	Highest Ticket Amount $ **800**	Mail Order ____ %
Average YEARLY American Express OptBlue® Volume $ **240000**		Telephone Order **100** %
Seasonal? ☒ No ☐ Yes High Volume Months Open: _____		Total **100** %

6. GRID INFORMATION – INTERNAL USE ONLY

AUTHORIZATION GRID ID#: ____ **015** ____   USER DEFINED GRID ID#: _____   MFC GRID ID: ____ **15113208** ____ *8-pos. Alpha/Numeric*

MC TIERED GRID ID *8-pos. Alpha/Numeric*	VISA TIERED GRID ID *8-pos. Alpha/Numeric*	DISCOVER NETWORK-PayPal TIERED GRID ID *8-pos. Alpha/Numeric*	AMERICAN EXPRESS OptBlue® TIERED GRID ID *8-pos. Alpha/Numeric*
MC CREDIT MPG ID *8-pos. Alpha/Numeric*	VISA CREDIT MPG ID *8-pos. Alpha/Numeric*	DISCOVER NETWORK-PayPal CREDIT MPG ID *8-pos. Alpha/Numeric*	AMERICAN EXPRESS OptBlue® CREDIT MPG ID *8-pos. Alpha/Numeric*
MC DEBIT MPG ID *8-pos. Alpha/Numeric*	VISA DEBIT MPG ID *8-pos. Alpha/Numeric*	DISCOVER NETWORK DEBIT MPG ID *8-pos. Alpha/Numeric*	

7. SERVICE FEE SCHEDULE

Accept all MasterCard, Visa, Discover Network and American Express OptBlue® Transactions *(presumed, unless any selections below are checked)*

MasterCard	**Visa**	**Discover Network**	**American Express OptBlue®**
☐ MC Credit Transactions	☐ Visa Credit Transactions	☐ Discover Network Credit Transactions	☐ American Express Credit Transactions
☐ MC Non-PIN Debit Trans.	☐ Visa Non-PIN Debit Trans.	☐ Discover Network Non-PIN Debit Trans.	

Discover Network-PayPal

☐ Discover Network-PayPal Credit Transactions

☒ **Discount Collected** ☐ Daily ☒ Monthly

Merchant Initials: _____

Discount Fees (Based on Gross Sales Volume)

	Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee		Discount	MPG TXN Fee
MC Qual Credit	%	$	Visa Qual Credit	%	$	Discover Network - PayPal Qual Credit	%	$	American Express OptBlue® Qual Credit	%	$
MC Mid-Qual Credit	%	$	Visa Mid-Qual Credit	%	$	Discover Network - PayPal Mid-Qual Credit	%	$	American Express OptBlue® Mid-Qual Credit	%	$
MC Non-Qual Credit	%	$	Visa Non-Qual Credit	%	$	Discover Network - PayPal Non-Qual Credit	%	$	American Express OptBlue® Non-Qual Credit	%	$
MC Worldcard Qual	%	$	Visa Rewards 1	%	$						
MC Worldcard Mid-Qual	%	$	Visa Rewards 2	%	$						
MC Worldcard Non-Qual	%	$									
MC Qual Debit	%	$	Visa Qual Debit	%	$	Discover Network Qual Debit	%	$			
MC Mid-Qual Debit	%	$	Visa Mid-Qual Debit	%	$	Discover Network Mid-Qual Debit	%	$			
MC Non-Qual Debit	%	$	Visa Non-Qual Debit	%	$	Discover Network Non-Qual Debit	%	$			
MC Regulated Debit Discount	%	$	Visa Regulated Debit Discount	%	$	Discover Network Regulated Debit Disc't	%	$			

ERR

	Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees		Discount	Non-Qual Fees
MC Qual Credit	%	%	Visa Qual Credit	%	%	Discover Network - PayPal Qual Credit	%	%	American Express OptBlue® Qual Credit	%	%
MC Qual Debit	%	%	Visa Qual Debit	%	%	Discover Network Qual Debit	%	%			

Pass Through Interchange

☐ Net Only - Includes Dues and Assessments   ☒ Gross Only - Includes Dues and Assessments

	Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)		Discount (Based on Gross Sales Vol.)
MC Qual Credit	▉%	Visa Qual Credit	▉%	Discover Network - PayPal Qual Credit	▉%	American Express OptBlue® Qual Credit	▉%
MC Qual Debit	▉%	Visa Qual Debit	▉%	Discover Network Qual Debit	▉%	American Express OptBlue® has Program Pricing and not Interchange and are subject to change.

Other Item Rate

					Discover Network - PayPal Credit	$	American Express OptBlue® Credit	$
MC Credit	$	Visa Credit	$					
MC Debit	$	Visa Debit	$	Discover Network Debit	$		

Other Volume %

				Discover Network - PayPal Credit	%	American Express OptBlue® Credit	%
MC Credit	%	Visa Credit	%				
MC Debit	%	Visa Debit	%	Discover Network Debit	%		

PIN Debit

☐ Pass Through Debit Network Fees   Other Item Rate $_____ *(per item)*   Other Volume Percent   _____% *(per item)*

Fleet

WEX: Other Item Rate $_____ *(per item)*   **Voyager:** Qual   _____%   Other Item Rate $_____ *(per item)*

TeleCheck

☐ In-Person Warranty   ☐ Mail Order Warranty   ☐ Single Hold Check Warranty   ☐ Multiple Hold Check Warranty   ☐ In-Person Paper Warranty   ☐ C.O.D. Warranty

SE # ___ ___ ___ ___ ___ ___ ___ ___   Inquiry Rate   _____%   Per TXN Fee $_____   Stmt/Processing Fee $__▉__   Dec. Risk Surcharge   ___▉__%

Monthly Minimum Fee $_____ *(Per Location)*   Customer Requested Operator Call (CROC) $__▉__   Unauthorized Return Fee $__▉__

Miscellaneous Fees

☒ Dues and Assessments	V/MC Chargeback Fee *(Per Item)* $____▉_	V/MC Retrieval Fee (12B Letter) *(Per Item)* $___▉_	Return Trans. Fee *(Per Item)* $_____
Sales Transaction Fee *(Per Item)* $_____	Batch Fee *(Per Item)* $_____	Early Termination Fee *(One Time Fee)* $_____	eIDS Access Fee *(Flat Rate)* $_____
EBT – Food Stamps *(Per Item)* $_____ #: _____		EBT – Cash Benefits *(Per Item)* $_____	Other: _____ $_____
Minimum Monthly Fee $____▉	Monthly Statement Fee *(Acct on File)* $____▉	ACH Reject Fee *(Per Item)* $____▉	Pass Visa Trans Integrity Fee ☒ Yes ☐ No
MC License Fee *(Per Sales Item)* $_____	*(Sales Volume)* __▉__%	*(Flat Rate)* $_____	☐ Monthly ☐ Annually in December
Visa Proc Fee *(Per Item)* $_____	MC Proc Fee *(Per Item)* $_____	Visa BIN Fee *(Per Item)* $_____	MC ICA Fee *(Per Item)* $_____
Pass Visa Fixed Acquirer Network Fee (FANF) ☒ Yes ☐ No	Visa FANF Card Present Surcharge (Flat Rate) $_____	Visa FANF Card Not Present Surcharge (Flat Rate) $_____
Pass Visa Acquirer Processing Fee ☒ Yes ☐ No	Pass Visa Misuse of Auth Fee ☒ Yes ☐ No	Pass Visa Zero Floor Limit Fee ☒ Yes ☐ No	Pass Visa Int'l Acquirer Fee ☒ Yes ☐ No
Pass MC Acquirer Support Fee ☒ Yes ☐ No	Pass MC Cross Border Fee ☒ Yes ☐ No	Pass Discover Data Usage Charge ☒ Yes ☐ No	Pass Visa Acq ISA Fee ☒ Yes ☐ No

Pass Discover Int'l Processing Fee   ☒ Yes ☐ No   Pass Discover Int'l Service Fee   ☒ Yes ☐ No   Pass MC Nat'l Acquirer Brand Usage (NABU) Fee   ☒ Yes ☐ No

Merchant Initials: _____

Authorization & Capture Transaction Fees

MC/Visa Auth & Capture Fee:	$_____ ■	*(per item)*
Discover Network PayPal Auth & Capture Fee:	$_____ ■	*(per item)*
American Express OptBlue® Auth & Capture Fee:	$_____ ■	*(per item)*
American Express Pass Through (existing) SE #: _____		
Voice Authorization	$_____ ■	*(per item)*
Electronic AVS Fee	$_____	*(per item)*
Voice AVS Fee	$_____ ■	*(per item)*
ARU Fee	$_____ ■	*(per item)*

First Data Payeezy℠ Gateway Services

☐ Payeezy Gateway Participation
Payeezy Gateway Effective Date: _____

Payeezy Gateway One Time Setup Fee	$_____ *(one time)*
Payeezy Gateway Monthly Fee	$_____ *(monthly)*
Payeezy Gateway Auth Fee	$_____ *(per item)*
Payeezy Gateway AVS Fee	$_____ *(per item)*
Payeezy PayPal Auth Fee	$_____ *(per item)*
Payeezy PayPal Sale Fee	$_____ *(per item)*
Payeezy PayPal Return Fee	$_____ *(per item)*

First Data Payeezy℠ Gateway Services Telecheck

Payeezy Gateway TeleCheck Auth Fee $_____ *(per item)*	Payeezy Gateway TeleCheck Deposit Fee $_____ *(per item)*	Payeezy Gateway TeleCheck Adjustment Fee $_____ *(per item)*

User Defined Grid Fees

Wireless Monthly Service Fee	$_____	AccessOne Fee	$_____
Customer Service Fee	$_____	Debit Access Fee	$_____
Supplies: _____	$_____	Other: _____	$_____

TIN/TFN & Regulatory Product Fees

Reg. Product Fee	(Monthly) $_____
TIN/TFN Invalid	(Monthly) $_____
Website Usage	(Per Item) $_____

Merchant Fee Control Grid Fees

Annual Fee $_____	Other: _____ $_____	Other: _____ $_____
Month _____	☐ Per item ☐ Monthly ☐ Annually Month _____	☐ Per item ☐ Monthly ☐ Annually Month _____

Pass Visa Account Verification Fee	☒ Yes ☐ No	Visa Account Verification Fee Surcharge	*(Per Item)* $_____
Pass VISA BIN/ICA Fee *(Note: this fee can only be used for Shared Systems Only)*	☒ Yes ☐ No	VISA BIN/ICA Fee Surcharge	*(Per Item)* $_____
Pass Visa Staged Digital Wallet Fee	☒ Yes ☐ No	Visa Staged Digital Wallet Fee Surcharge	*(Per Item)* $_____
Pass Visa B2B Virtual Payments Fee	☒ Yes ☐ No	Visa B2B Virtual Payments Fee Surcharge	*(Sales Volume)* _____%
Pass Visa File Transmission Fee	☒ Yes ☐ No	Visa File Transmission Transaction Fee Surcharge	*(Per Item)* $_____
Pass Visa Acquirer Credit Voucher Data Processing Fee	☒ Yes ☐ No	Visa Acquirer Credit Voucher Data Processing Fee Surcharge	*(Per Item)* $_____
Pass Visa AFD Non Participation Fee	☒ Yes ☐ No	Visa AFD Non Participation Fee Surcharge	*(Per Item)* $_____
Pass Discover Card Account Verification Fee	☒ Yes ☐ No	Discover Card Account Verification Fee Surcharge	*(Per Item)* $_____
Pass Discover Network Auth Fee	☒ Yes ☐ No	Discover Network Auth Fee Surcharge *(Flat Rate)* $_____ *or (Per Item)* $_____	
Discover Dispute Fee *(Per Item)* $_____		Discover Retrieval Fee	*(Per Item)* $_____
Pass PayPal Participation Authorization Fee	☒ Yes ☐ No	PayPal Participation Authorization Fee Surcharge	*(Sales Volume)* _____%
yes if amex is pass thru Pass American Express OptBlue® Access Fee	☐ Yes ☒ No		
yes if amex is pass thru Pass American Express OptBlue® Network Fee	☐ Yes ☒ No	American Express OptBlue® Network Fee Surcharge	*(Sales Volume)* _____%
American Express Dispute Fee *(Per Item)* $_____		American Express Retrieval Fee	*(Per Item)* $_____
Pass MasterCard Processing Integrity Fee Pre Auth	☒ Yes ☐ No	MasterCard Processing Integrity Fee Pre Auth Surcharge	*(Per Item)* $_____
Pass MasterCard Processing Integrity Fee Undefined Auth	☒ Yes ☐ No	MasterCard Processing Integrity Fee Undefined Auth Surcharge	*(Per Item)* $_____
Pass MasterCard Processing Integrity Fee Final Auth %	☒ Yes ☐ No	Pass MasterCard Processing Integrity Fee Final Auth Minimum Per Item ☐ Yes ☐ No	
Pass MasterCard Processing Integrity Invalid Acquirer Authorization ICA Fee	☒ Yes ☐ No	MasterCard Processing Integrity Invalid Acquirer Authorization ICA Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Processing Integrity Message Format Error Fee	☒ Yes ☐ No	MasterCard Processing Integrity Message Format Error Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Processing Integrity Image Fee	☒ Yes ☐ No	MasterCard Processing Integrity Image Fee Surcharge	*(Per Item)* $_____
Pass MasterCard BIN/ICA Fee *(Note: this fee can only be used for Shared Systems Only)*	☒ Yes ☐ No	MasterCard BIN/ICA Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Account Status Fee	☒ Yes ☐ No	MasterCard Account Status Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Kilobyte Fee	☒ Yes ☐ No	MasterCard Kilobyte Fee Surcharge *(Flat Rate)* $_____ *or (Per Item)* $_____	
Pass MasterCard CVC2 Fee	☒ Yes ☐ No	MasterCard CVC2 Fee Surcharge *(Flat Rate)* $_____ *or (Per Item)* $_____	
Pass MasterCard ICA AVS Fee	☒ Yes ☐ No	MasterCard ICA AVS Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Digital Enablement Fee	☒ Yes ☐ No	MasterCard Digital Enablement Fee Surcharge	*(Sales Volume)* _____%
Pass MasterCard Business to Business US	☒ Yes ☐ No	MasterCard Business to Business US Surcharge	*(Sales Volume)* _____%
Pass MasterCard SecureCode Transaction Fee	☒ Yes ☐ No	MasterCard SecureCode Transaction Fee Surcharge	*(Flat Rate)* $_____

Merchant Initials: _____

OmahaW 201(ia)   **7. SERVICE FEE SCHEDULE** *(cont'd)*   Omaha 22 (ia)

Merchant Fee Control Grid Fees (cont'd)

Pass MasterCard Location Fee	☒ Yes ☐ No	MasterCard Location Fee Surcharge	*(Flat Rate)* $_____
Pass Retrieval Received Fax/Mail Fee	☒ Yes ☐ No	Retrieval Received Fax/Mail Fee Surcharge	*(Per Item)* $_____
Pass Chargeback Received Fax/Mail Fee	☒ Yes ☐ No	Chargeback Received Fax/Mail Fee Surcharge	*(Per Item)* $_____
Pass Retrieval Outgoing Fax/Mail Fee	☒ Yes ☐ No	Retrieval Outgoing Fax/Mail Fee Surcharge	*(Per Item)* $_____
Pass Chargeback Outgoing Fax/Mail Fee	☒ Yes ☐ No	Chargeback Outgoing Fax/Mail Fee Surcharge	*(Per Item)* $_____
Pass Visa Accept/No Accept Fee	☒ Yes ☐ No	Visa Accept/No Accept Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Accept/No Accept Fee	☒ Yes ☐ No	MasterCard Accept/No Accept Fee Surcharge	*(Per Item)* $_____
Pass Discover Accept/No Accept Fee	☒ Yes ☐ No	Discover Accept/No Accept Fee Surcharge	*(Per Item)* $_____
Pass American Express Accept/No Accept Fee	☒ Yes ☐ No	American Express Accept/No Accept Fee Surcharge	*(Per Item)* $_____
Pass Visa Late Response to Dispute Fee	☒ Yes ☐ No	Visa Late Response to Dispute Fee Surcharge	*(Per Item)* $_____
Pass MasterCard Late Response to Dispute Fee	☒ Yes ☐ No	MasterCard Late Response to Dispute Fee Surcharge	*(Per Item)* $_____
Pass Discover Late Response to Dispute Fee	☒ Yes ☐ No	Discover Late Response to Dispute Fee Surcharge	*(Per Item)* $_____
Pass American Express Late Response to Dispute Fee	☒ Yes ☐ No	American Express Late Response to Dispute Fee Surcharge	*(Per Item)* $_____
Pass STAR Debit Network Annual Fee	☐ Yes ☐ No	STAR Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass STAR Access Dispute Fee	*(Per Item)* $_____	**Pass STAR Access Retrieval Fee**	*(Per Item)* $_____
Pass Pulse Debit Network Annual Fee	☐ Yes ☐ No	Pulse Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass Jeanie Debit Network Annual Fee	☐ Yes ☐ No	Jeanie Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass NYCE Debit Network Annual Fee	☐ Yes ☐ No	NYCE Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass Accel Debit Network Annual Fee	☐ Yes ☐ No	Accel Debit Network Annual Fee Surcharge	*(Flat Rate)* $_____
Pass NACHA Unauthorized Entry Fee	*(Per Item)* $____ ▮	NACHA Unauthorized Entry Fee Surcharge	*(Per Item)* $_____

Commercial Card Interchange Service   ☐ Yes ☐ No

With the Commercial Card Interchange Service, when transactions do not include any tax information we will compute the sales tax based on the applicable rate at your location to allow you to obtain the best interchange. When we compute the sales tax on your behalf, we will retain **50%** of the interchange savings. If a transaction is fully or partially exempt, you should enter the tax amount (even if that amount is $0.00) as CCIS applies your local tax rate to the full amount of transactions when the prompt is bypassed.

TransArmor Data Protection Fee	*(Flat Rate)* $_____	TransArmor Terminal Fee	*(Flat Rate)* $_____
Pass PCI Non Compliance Fee (Monthly)	*(Flat Rate)* $_____	PCI Rapid Comply	*(Flat Rate)* $_____
Clover Security Plus Fee	*(Flat Rate)* $_____	Clover Security for Clover Fee	*(Flat Rate)* $_____
Clover Security Non Clover Fee	*(Flat Rate)* $_____	Clover Service Fee Monthly (per station)	*(Flat Rate)* $_____
Clover Security Plus w/o TransArmor Data Protection	*(Flat Rate)* $_____	Clover Insights Fee (per MID)	*(Flat Rate)* $_____
Wireless Monthly Service Fee	*(Per Item)* $_____	Wireless Activation Fee	*(Flat Rate)* $_____
Clover Go Monthly Fee (per MID)	*(Flat Rate)* $_____		

DCC Chargeback Fee Per Chargeback $_____	**DCC Retrieval Fee** Per Retrieval $_____	**DCC Transaction Fee** Per Settlement $_____

8. EQUIPMENT/THIRD PARTY INFORMATION

Network (Front End): ☐ Omaha ☐ North ☐ Nashville ☐ Buypass

Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☐ No

If yes, identify the Third Party Processor used: ☐ 00 None ☐ 01 Yahoo ☐ 02 Authorize.net ☐ 03 Cybersource ☐ 04 Verifone ☐ 05 Merchant Link ☐ 06 Shift 4

☐ 08 FIS ☐ 09 Six Payment Services Corp ☐ 10 Verisign ☐ 99 Other *(please specify)* _____

INTERNET GATEWAY: ☐ First Data Global Gateway ☐ Other: _____

Wireless Network:_____

PC/Internet Software_____	Quantity _____	☐ New	☐ Rent	☐ Lease	☐ Existing
Terminal Model_____	Quantity _____	☐ New	☐ Rent	☐ Lease	☐ Existing
Printer Model _____	Quantity _____	☐ New	☐ Rent	☐ Lease	☐ Existing
PIN Pad _____	Quantity _____	☐ New	☐ Rent	☐ Lease	☐ Existing

Merchant Initials: _____

8. EQUIPMENT/THIRD PARTY INFORMATION (cont'd)

LEASE COMPANY: (04) First Data Global Leasing

Annual Tax Handling Fee:

☐ AL, AR, CA, CT, GA, IN, KY, LA, MS, MO, NE, NV, NM, NC, OK, OR, RI, SC, TN, TX, VT, VA, WA, WV, WI, WY ▮▮▮

☐ All other States ▮▮▮

Lease Term: _____ Mos.

Total Monthly Lease Charge: $_____   Total Cost To Lease (without tax): $_____

(w/o taxes, late fees, or other charges that may apply – See Lease Agreement in Program Guide for details. This is a <u>non-cancelable</u> lease for the full term indicated.)

<u>Option to purchase</u>: If you wish to buyout the equipment, please contact 1-877-257-2094 to obtain the cost.

Address	City	State	Zip	Attention:

9. SIGNATURE(S)

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application (consisting of Sections 1-9), and by this reference incorporated herein. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 5, Transaction Information section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a signature page to the Equipment Lease Agreement, and the TeleCheck Solutions Agreement appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being the "Lessee" for purposes of such Equipment Lease Agreement and/or "You" and "Your" for the purposes of the TeleCheck Solutions Agreement.

By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application.

As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC).

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved and this Agreement has been accepted by FDMS and Bank.

Client's Business Principal/Officer:

Signature **X** _FelP Cook_ _____ Title **GM** _____

Print Name of Signer **Felicia Robinson-Cook** Date **12/3/19** ____

Signature **X** _____ Title _____

Print Name of Signer _____ Date _____

Signature **X** _____ Title _____

Print Name of Signer _____ Date _____

(Servicers): For First Data Merchant Services LLC and Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.)

X Signature _____

TELECHECK ACH AUTHORIZATION

ACH Debit and Credit Authorization: Client authorizes its Financial Institution to pay and charge to its account the amount(s) due TeleCheck under this TeleCheck Agreement and to accept all credits and debits made to its account by TeleCheck via electronic funds transfer in connection with TeleCheck's services under this TeleCheck Agreement. This authorization shall remain in effect until (30) thirty days after revoked in writing.

Signature **X**_____ Print Name/Title: _____ Date _____

    Authorized Signature on TeleCheck Account for ACH

Personal Guarantee: In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and MasterCard International, Inc.), and TeleCheck Services, Inc. (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Lease Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time, whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Personal Guarantee Signature **X** _FelP Cook_ _____ **Print Name:** **Felicia Robinson-Cook** Date **12/3/19**

Personal Guarantee Signature **X** _____ **Print Name:** _____ Date _____