

**CANNONBURG WATER DISTRICT
1606 CANNONBURG ROAD
ASHLAND, KY 41102
606-928-9808
FAX# 606-928-4788**

NOVEMBER 11, 2008

STEPHANIE STUMBO
EXECUTIVE DIRECTOR
PUBLIC SERVICE COMMISSION
P O BOX 615
FRANKFORT, KY 40602

RECEIVED

NOV 14 2008

**PUBLIC SERVICE
COMMISSION**

RE: CASE NO 2008-00397

DEAR MS. STUMBO:

PLEASE FIND ENCLOSED AT YOUR REQUEST SIX (6) COPIES OF THE
CONTRACT THAT WE HAVE EXECUTED WITH A CREDIT BUSINESS FOR
CREDIT/DEBIT CARD TRANSACTION PROCESSING.

SINCERELY,



DANNY R. CLARKTON
MANAGER

DRC/sph

Enclosures

FAX
TRANSMISSION

To:
From: Approval Payment Solutions
Subject: Attention: Sharon
Message: Sharon,

I have attached the application and lease documents we discussed over the phone. Please have Danny sign the 1st page, and initial at the bottom of page 2. The 3rd page is for our Free Check Recovery Service. I have attached 2 lease documents, The 1st ALS Lease is for our In house Lease company, we like to keep everything in house if possible, however, we have a back up company that we have used for years and we will use them if we need to. I have arrows next to the areas that I need Danny to complete.

The Lease Company requires to verify credit information so in order to Lease the equipment, we will need to verify the SSN# for Danny, I have put an arrow on the 4 page lease for him to indicate that information, if he prefers Not to Fax the number, he can call me with the number for security reasons.

There will be No Payment Due upon processing your application. The lease payment will be collected 30 days after your equipment is received, Please be sure to call me upon receipt of your equipment so we can walk you through how to use the machine. It will take a few minutes to show you how to run a sale and issue a return or void should you need to do so, it is really easy to use the equipment.

Please do not hesitate to give me a call if you have any questions! I look forward to working with you in the future as your Account Executive, so please feel free to contact me any time!

Thank you,

Kristie Oberhausen
Account Executive
Approval Payment Solutions, Inc
888-311-7248 x 238 Direct Phone line
866-575-6017 Fax toll free
koberhausen@apsolutions.net
www.apsolutions.net

812-897-4849

The information in this e-mail and any attachments is strictly confidential. It is intended solely for the attention and use of the named addressee(s). If you are not the intended recipient, please notify the sender immediately. Unless you are the intended recipient or his/her representative you are not authorized to, and must not, read, copy, distribute, use, or retain this message or any part of it.

120 W Locust St, PO Box 446, Boonville, IN 47601
Phone: (812) 897-4837 WATS 888-311-7248
www.apsolutions.net





P.O. Box 446
Boonville, IN 47601
859-311-7745
859-575-6017 FAX

MERCHANT APPLICATION

B1090AA

First National Bank
Omaha
Member Bank for Visa and MasterCard
402-232-2000
Omaha, NE

10035 0603 102 103

CANNONBURG WATER DISTRICT

Merchant's Business Name (Legal):

Section 1 **VISA/MASTERCARD/DISCOVER NETWORK SCHEDULE OF FEES** DISCOUNT: Daily Monthly We reserve the right to move Merchant from monthly discount to daily discount.

Card Acceptance Options: Debit Card Only Other Cards All Cards By signing below, you will automatically be able to accept Discover® cards.

BUSINESS TYPE: Retail Restaurant Supermarket Laundry Car Rental Mail/Telephone Order Internet Fuel Other - **UTILITY**

	VISA/MASTERCARD RETAIL**		VISA/MASTERCARD MOTO**		DISCOVER NETWORK*		Special Processing
	Discount Rate %	Transaction Fee %	Discount Rate %	Transaction Fee %	Discount Rate %	Transaction Fee %	
Qualified	.25 %	+\$0.99	%	+\$0	Same as VMC Mid-Qual Fee	Same as VISA/MC	<input type="checkbox"/> MOTO DR <input type="checkbox"/> MOTO FR <input type="checkbox"/> MOTO BR / EB <input type="checkbox"/> Fuel Payment Service (FPS) <input type="checkbox"/> Large Ticket
Mid-Qualified	+ 1.02 %	+\$0	N/A	N/A	Same as VMC Mid-Qual Fee	Same as VISA/MC	<input checked="" type="checkbox"/> Debit Only <input type="checkbox"/> 100% <input type="checkbox"/> Utility / Gov. Fee <input type="checkbox"/> Other
Non-Qualified	+ 1.03 %	+\$0	+ 1.03 %	+\$0	Same as VMC Non-Qual Fee	Same as VISA/MC	

* This category applies to Visa, MasterCard and Discover Network transactions where an authorization is obtained, the authorization amount exactly matches the transaction amount, additional data required by Visa, MasterCard and/or Discover Network is provided, and where (i) FOR RETAIL, card is swiped, the terminal transmits all of the magnetic stripe data, transaction date is within one (1) day of authorization date, and deposit (batch) date is within two (2) days of transaction date or (ii) FOR MOTO, including voice authorized, key-entered consumer card sales, commercial cards and purchasing cards accepted by merchants, authorization date is within seven (7) days of transaction date and deposit (batch) date is within two (2) days of the transaction date. The discount rate is applied to gross sales dollar volume. Transaction fees are charged for all transactions (as defined in the Merchant Processing Agreement). 2 RETAIL ONLY (i) MasterCard corporate face to face transactions, (ii) key-entered Visa/MasterCard/Discover Network transactions where the authorization exactly matches the sale amount, transaction date is within one (1) day of authorization date and, for Visa only, AVS ZIP match is obtained. In both cases, additional data required by Visa/MasterCard/Discover Network must be provided, and deposit date must be within two (2) days of transaction date. THIS IS ADDED TO THE RETAIL QUALIFIED RATE FOR DISCOUNT RATE AND TRANSACTION FEE. 3 All Visa/MasterCard/Discover Network transactions which do not fall within one of the categories listed above. All International Card transactions will be standardized at the non-qualified category. THIS IS ADDED TO THE MID-QUALIFIED RATE (FOR RETAIL) OF QUALIFIED RATE (FOR MOTO). FOR DISCOUNT RATE AND TRANSACTION FEE. * Consumer Rewards Card transactions will be standardized in Mid-Qualified category. Commercial Rewards, Visa Signature, MasterCard World Elite, and Discover Network Consumer Credit Premium Card transactions will be standardized in the Non-Qualified category. ** All Rewards Card transactions will have an incremental 1% (11 Basis Points) added to Qualified and/or Non-Qualified categories. *** Unless otherwise indicated above qualified Discover Network cards will be assessed the MasterCard and Visa Mid-Qualified rate. If NPC or Processor settles your Discover Network Card transactions, the mid-qualified and non-qualified rates for Discover Network transactions will be the same as the mid-qualified and non-qualified rates for your Visa and MasterCard Card transactions. The Transaction Fee is the same as the Visa / MasterCard Transaction Fee, or \$0.30 if the Visa/MasterCard Transaction Fee was left blank on the Merchant Application. See Section 5 for further clarification on Discover Network.

Section 2 Available for face to face transactions. If the Discount Rate below is left blank, the discount rate for such qualified transactions set forth above will apply. † This fee is in addition to the transaction fee set forth above. Schedule of Fees

Apply for service:	<input type="checkbox"/> PIN-BASED <input type="checkbox"/> NON-PIN-BASED <input type="checkbox"/> Both	Debit Monthly Fee: PIN Based Transaction Fee:	Debit Non-PIN Based Discount Rate: %	Supplemental Fee†
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Merchant acknowledges that the Merchant Application consists of 4 pages. Merchant represents and warrants to NPC and Member Bank that it has reviewed all 4 pages of this Merchant Application, and that it acknowledges that NPC and Member Bank may rely on the information contained in this Merchant Application in their evaluation of Merchant. See the Page 2 for additional fees that may be assessed by NPC or the third party provider. Transaction Fees stated in Section 3 are in addition to any fees assessed by American Express. Depending on how you do business, additional fees may be assessed. THE MERCHANT PROCESSING AGREEMENT contains a description of all such fees. I acknowledge that I need an imprinter to get imprints of cards that will not swipe. Auxiliary products listed may not be available depending on the terminal chosen by Merchant. By its execution hereof, each party below agrees to the terms and conditions set forth in this Merchant Application, including without limitation the three pages that follow this signature page, and the Merchant Processing Agreement (collectively, the "Merchant Agreement"). Merchant hereby acknowledges receipt of all parts of the Merchant Agreement. Merchant acknowledges and agrees that NPC and Member Bank is in no way responsible or liable for the actions, inactions, performance or lack of performance of any third party provider. Merchant certifies that all information provided in this Merchant Agreement, inclusive of all 3 pages, is true, correct and complete. Merchant hereby authorizes NPC and Member Bank or its agents to pull credit bureau and criminal background checks on the Merchant and its principals and to update such information periodically throughout the term of service of the Merchant Agreement. The Merchant Agreement represents the entire agreement between the parties regarding the subject matter hereof. Merchant represents that it has not relied on any representations, warranties, or covenants of the Independent Sales Representative and Merchant acknowledges and agrees that the Merchant Agreement shall not be altered by any prior, contemporaneous or subsequent oral representations made by any party.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives effective on the date signed by NPC. The Agreement shall be binding upon Merchant upon the earlier of Merchant's execution below or Merchant's first processed electronic transaction.

MERCHANT	National Processing Company ("NPC")	MEMBER BANK
Signature (Signature may be evidenced by facsimile): <i>Danny R. Clarkston</i>	Signature (Signature may be evidenced by facsimile):	Signature (Signature may be evidenced by facsimile):
Name (please print): Danny R. Clarkston	Name (please print):	Name (please print):
Date: 8-29-08	Date:	Date:

PERSONAL GUARANTEE: In consideration of the undertakings of NPC contained in the Merchant Agreement, the undersigned ("Guarantor"), being interested in the business and success of Merchant and to induce NPC to enter into the Merchant Agreement, does hereby absolutely and unconditionally guarantee the performance and payment by Merchant of all Merchant's obligations to NPC, together with all costs, expenses and attorney's fees incurred by NPC in connection with any actions, inactions, or defaults of Merchant. The liability of Guarantor shall not be affected by any settlement, modification, release, waiver, discharge or variation of terms of any obligation of Merchant or Guarantor or any other person or by any failure of NPC to exercise or enforce any of its rights against Merchant. Each Guarantor hereby waives every kind of notice to which the undersigned might be entitled and agrees that the undersigned's liability shall not be affected by any act or omission of NPC/Member Bank, or indulgence granted by NPC/Member Bank, respecting Merchant. In addition, guarantor specifically waives notice of acceptance of guarantee, notice of demand, prosecution of collection, all exemption and homestead laws and all setoffs and counterclaims. This guarantee shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Guarantor agrees in the event of any dispute regarding this guarantee the courts of the Commonwealth of Kentucky shall have and be vested with personal jurisdiction over Guarantor. Any lawsuit or other action arising directly or indirectly out of this guarantee shall be litigated exclusively in a State or Federal court located in Jefferson County, Kentucky. The Guarantor waives any right to require NPC to proceed against other persons or Merchant or to require Merchant to comply with Merchant Agreement. This is a guarantee of payment and not of collection. This is a continuing guarantee and shall remain in effect until one hundred-eighty (180) days after receipt by NPC of written notice by Guarantor terminating or modifying the same. The termination of the Merchant Agreement or this guarantee shall not release Guarantor from liability with respect to any obligations incurred prior to the effective date of termination. No termination of this guarantee shall be affected by the dissolution of Merchant, by any change in legal status of Merchant or any change in the relationship between Merchant and Guarantor. This guarantee shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor and NPC.

Authorized Signature of Guarantor (Do Not Impersonate NPC): Signature may be evidenced by facsimile: <i>Danny R. Clarkston</i>	Social Security #:	Name of Guarantor (Do Not Include Title):	Date of Signature:	Merchant Name (Legal Name):
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IMPORTANT DISCLOSURE Merchant hereby acknowledges receipt of NPC Documentation, which includes Merchant Processing Agreement. VERSION GEN.0606

MEMBER BANK: First National Bank of Omaha
One First National Center
10th and Dodge Street
Omaha, NE 68102 ph: 402-633-2900

IMPORTANT MEMBER BANK RESPONSIBILITIES:
(1) A Visa Member is the only entity approved to extend acceptance of visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:
(1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Visa Operating Regulations.

The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Merchant Authorized Signature (Signature may be evidenced by facsimile): <i>Danny R. Clarkston</i>	Merchant Legal Name (please print):
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Address: 1606 Cannonburg Road City: Ashland State: Ky Zip: 41102

B1090AA

Group #: Associate: **CANNONBURG WATER DISTRICT** Quote#: Bank # or Merchant Association #:

Merchant's Business Name (Legal):

Section 3 OCCURRENCE FEES
 * If left blank, this fee is the same as the transaction fee for Visa/MasterCard or 30¢ if the Visa/MasterCard transaction fee is left blank.
 * Fees are assessed for every occurrence of the event. Please refer to the Merchant Processing Agreement for more information on each charge. ** Internet Gateway Fees are charged in addition to other transaction fees listed. In some cases, state laws fix the amounts that may be charged for early termination. Your fee for early termination will be the lesser of the amount shown or the amount limited by state law.

Monthly Fee		Authorization Fee*		Miscellaneous Fee	
Statement Fee	7.50 / month	Voice Authorization	\$ 0.75 / each	Retrieval Chargeback**	\$ 15.00 / each
Statement Fee - Additional Location	month	Batch**	/ each	Return ACH*	\$ 25.00 / each
<input type="checkbox"/> NPC Service Package	month	Amerx Transaction**	.15 / each	Early Termination*	WAIVED / each
<input type="checkbox"/> NPC Gold Service Package	<input type="checkbox"/> month <input type="checkbox"/> 3 month	ARU Transaction	\$ 0.50 / each	MyMerchantData.com	\$ 10.00 / per month
Internet Hosting	month	Internet Transaction**	/ each	Annual Fee	/ charged in the month of
Wireless Service	month / per terminal	Wireless Transaction**	/ each	Wireless Application Fee	
Minimum Bill	\$ 25.00 / month			Discover Access Fee	/ per month

Section 4 CHECK / ACH SERVICES

By signing Merchant Agreement, Merchant agrees to accept APS Check Advantage pursuant to, and to be bound by, the terms and conditions for APS Check products acceptance as stated in the terms and conditions booklet or as provided by APS Check services provider, GETI or other service provider. Merchant must be approved by APS Check and its service provider, GETI or by other service provider. ** Check Results: An Inactivity Fee of \$5.00 per month may be charged after 5 months of inactivity.

Statement Fee Service: Average Amount: Largest Check Amount:

of Checks Monthly: Monthly Minimum: \$25.00

Check Conversion w/ Guarantee Discount Rate: Transaction Fee: Check Conversion w/o Guarantee Discount Rate: Transaction Fee: Quick Service Program Discount Rate: Transaction Fee: Paper Check Guarantee Discount Rate: Transaction Fee:

ARC/BOD Transaction Fee: Batch Fee: Return Fee: Reverse Fee:

Monthly Billing Check Results ++ All non-collectible checks will be returned to merchant

Section 5 AUXILIARY SERVICES

** American Express: New Existing Acct #: Discount Rate: 2.89% American Express may assess a transaction fee of \$ 1.00 or \$.15 per term plus the indicated discount rate and a statement fee.

** American Express: Franchise Name: Franchise CAF #:

* Discover Network: New Existing Acct #: Discover may assess a Statement Fee (assessed in any month that a Discover Network transaction is processed and Merchant receives a paper statement from Discover Network)

Voyager: New EBT POC Acct #: EBT Transaction Fee: EBT Statement Fee:

** By signing this Application, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete and accurate. I authorize American Express Travel Related Services Company, Inc. (American Express) to verify the information on this Application and to receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize and direct American Express to inform me directly, or through the entity above, of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express card, the terms and conditions for American Express' Card Acceptance (Terms & Conditions) will be sent to such entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the Terms and Conditions. A \$5.95 monthly flat fee is mandatory for MOTO/Internet/Home based businesses. American Express services will be provided to Merchant and funded by independent third party service providers not by NPC or Member Bank. Neither NPC nor Member Bank makes any warranty with respect to these services.

Discover Network Card: NPC's and Processor's ability to settle your Discover Network transactions depends on the applications and products you selected on the Application. If NPC or Processor settles your Discover Network transactions: (a) you will receive one consolidated statement that will include your Visa, MasterCard and Discover Network transactions; (b) your Discover Network settlement funds will be included with your Visa and MasterCard settlement; (c) you will not have a direct relationship with Discover Network and the terms set forth in the Merchant Processing Agreement for Discover Network transactions will apply; and (d) the mid-qualified and non-qualified rates for your Discover Network Card transactions will be the same as the mid-qualified and non-qualified rates for your Visa and MasterCard Card transactions. If NPC or Processor do not settle your Discover Network transactions, the Discover Network services will be provided and funded by Discover Network not by NPC or Member Bank and I understand the terms and conditions for Discover Network Card acceptance (Terms and Conditions) will be sent to the business entity indicated above. Neither NPC nor Member Bank makes any warranty with respect to these services.

Section 6 PATRIOT ACT REQUIREMENTS

To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Section 7 COMPLIANCE INFORMATION

Are you compliant with the Payment Card Industry Data Security Standards? Yes No If yes, identify Security Assessor and certificate number: _____

Last Certification Date: _____

Have you been notified by Visa, MasterCard or Discover Network that you may have been the victim of a compromise of cardholder data? Yes No

If yes, have you completed remediation? Yes No

Do you store cardholder data?

Paper? Yes No

Electronic? Yes No

Identify all third parties that have access to cardholder data on your behalf: _____

MERCHANT INITIALS X DAC

Please read your Merchant Processing Agreement carefully, the provisions of which govern your relationship with NPC.

FREE CHECK RECOVERY



Sales Rep Name Kristie Oberhausen
 Date of Agreement 8/28/2008

ELECTRONIC CHECK PROCESSING APPLICATION AND AGREEMENT

1. Client authorizes Check Resultz, LLC to act as its processor to re-present, in accordance with the RCK rules of National Automated Clearing House Association (NACHA), all returned check items forwarded to Check Resultz, LLC by Client and/or its affiliates. Client understands that Check Resultz, LLC is acting as a 3rd party processor of ACH transactions and NOT in the capacity of a collection agency. Check Resultz, LLC agrees to perform all services hereunder in a good and professional manner, and agrees to keep all information about Client, its affiliates and customers confidential.
2. In addition to re-presentation of returned checks, Client authorizes Check Resultz, LLC to originate separate electronic debits for return fees in an amount posted by the Client and authorized by the check writer as described in the Client application. Returned item fees must not exceed the maximum allowed by State law(s).
3. Client agrees to display check writer notices as reasonably required by Check Resultz, LLC at all point of sale locations.
4. Client agrees to complete and forward a Return Item Release Authorization to the bank(s) utilized by Client instructing the bank to forward all returned items to Check Resultz, LLC after first presentation.
5. In the event Check Resultz overpays client due to miscalculation, Client agrees to return excess funds to Check Resultz, LLC. Thus, if Check Resultz deposits in error, an amount to Client less the face value of check, Check Resultz agrees to remit correct payment to Client up to face value of check.
6. Check Resultz, LLC will notify Client of new returned items every 1 day(s) and will deposit collected items to the Client's account via ACH credit or a paper check after successful electronic re-presentation of the item. These payments will be made via check 7 day(s) after recovery or via ACH to account.
7. Client understands that Check Resultz, LLC is debiting items on Client's behalf and that Check Resultz, LLC will charge a transaction fee to the check writer equal to \$_____ for each item successfully processed, with the maximum number of 2 attempts per item. Check Resultz, does not guarantee successful electronic re-presentation or payment of any return item presented to Check Resultz, LLC.
8. Check Resultz, LLC retains the right to refuse to process any transactions not properly submitted by Client. Client must agree to obtain proper authorization for any return fee to be charged before submitting return.
9. Any dispute between Client and check writer relating to a check transaction shall be settled between Client and check writer. Unless due to Check Resultz, LLC's negligence or willful misconduct, Client agrees to indemnify and hold Check Resultz, LLC harmless from any claim, liability, loss or expenditure resulting from Client's actions, including but not limited to taking to obtain written authorizations or post check writer notices as required by NACHA and this agreement.
10. Where applicable, all transactions covered by this Agreement are governed by NACHA's Operating Rules, Regulation E established by the Federal Reserve Board, UCC Article 4, The Electronic Funds Transfer Act and other applicable laws and regulations. Otherwise, the laws of the State of Indiana shall govern this Agreement.
11. If either party fails to comply with any term of this Agreement or any applicable laws or regulations cited in this Agreement, after 30 days written notice and opportunity to cure, the non-defaulting party may terminate this Agreement by giving notice to the defaulting party. If this Agreement is terminated for any reason, Check Resultz, LLC will continue to process any and all returned check items currently in the electronic re-presentation process.
12. Either party may terminate this Agreement without any cancellation fee by giving the other party thirty (30) days written notice of termination. Termination will have no effect on items already in the electronic re-presentation process.

THERE ARE NO START-UP FEES, MAINTENANCE FEES, OR CANCELLATION FEES. THIS PROGRAM IS FREE TO THE MERCHANT AT ALL TIMES. ALL FEES ARE ASSESSED TO THE CHECK WRITER. YOU MAY TERMINATE THIS AGREEMENT WITH NO CANCELLATION FEES, AT ANY TIME.

Merchant signature: Danny R. Clarkston Store Name: Cannonsburg Water District
 Print Name: Danny R. Clarkston Address: 1606 Cannonsburg Road
 Title: Manager City/State/Zip: Ashland, Ky 41102
 Phone: 606-928-9808 Fax: 606-928-4788 County: Boyd

Please return all non collectable checks to merchant.

(DETACH HERE)



P.O. Box 466 • Boonville IN 47601 • 866-301-7075 • fax 866-575-6017

Attention Item Processing Department:

BANK RELEASE FORM

Your client has signed up for our free Check Recovery Program and has authorized you to forward the returned items after the FIRST ATTEMPT to the above address. Please complete the information below and return to Check Resultz at the above address or fax. Thank You!

Merchant's Bank Name _____ Bank Representative Signature _____
 Merchant Account Name _____ Merchant Contact Name _____
 Merchant Routing Number _____ Acct # _____
 Merchant Signature of Authorization: Danny R. Clarkston Print Name: Danny R. Clarkston

Check Resultz is a FREE electronic check recovery service that recovers the merchants NSF checks at no cost to them!

ALS A Leasing Solution, LLC | PO BOX 446 | BOONVILLE, INDIANA 47601 | 812-897-4837 ext 241 | 866-575-6017

NON-CANCELLABLE LEASE	LEASE NUMBER	REP CODE	OFFICE NUMBER	CONTROL NO.
		600	001	
LEGAL NAME OF LESSEE (LESSEE):		<input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER		VENDOR
CANNONSBURG WATER DISTRICT		APPROVAL PAYMENT SOLUTIONS, INC		
BILLING ADDRESS			ADDRESS	
1606 CANNONSBURG RD			120 W Locust St PO BOX 446	
CITY	STATE	ZIP	CITY	STATE ZIP
ASHLAND	KY	41102	BOONVILLE	IN 47601
LESSEE PHONE NO.	COUNTY	SIC CODE	PHONE NO.	MERCHANT NUMBER
606-928-9808			812-897-4837 ext 241	
EQUIPMENT/SOFTWARE MANUFACTURER	MODEL		SERIAL NUMBER	
Vx510				
LOCATION OF EQUIPMENT ADDRESS (NO & STREET CITY STATE ZIP) IF DIFFERENT FROM ABOVE				
The equipment ("Equipment") described above and related software shall be referred to collectively as the "Property"				

SCHEDULE OF PAYMENTS		PAYABLE AT SIGNING OF THE LEASE	
TERMS IN MONTHS	BASE MONTHLY PAYMENT OF	FIRST AND LAST MONTHLY PAYMENT (I)	\$
48	\$ 37.00 PER MONTH	FIRST MONTHLY PAYMENT (I)	\$
COMMENCEMENT DATE	PLUS TAXES AND OTHER FEES AS DESCRIBED IN THE TERMS AND CONDITIONS	OTHER (I)	Total \$

Terms and Conditions (See other side for additional Terms and Conditions):

1. NOTWITHSTANDING ANY AMOUNTS WHICH MAY BE PAID BY LESSOR TO VENDOR OR ANY AGENT OF VENDOR, LESSEE UNDERSTANDS AND AGREES THAT NEITHER VENDOR NOR ANY AGENT OF VENDOR IS AN AGENT OF LESSOR OR IS AUTHORIZED TO ACT FOR OR ALTER ANY TERM OR CONDITION OF THIS LEASE. THIS REPRESENTATION SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.

2. NON-CANCELLABLE LEASE THIS LEASE CANNOT BE CANCELLED BY LESSEE DURING THE TERM HEREOF.

3. DUES AND FEES OF INFORMATION: Lessee hereby irrevocably, expressly grants to A Leasing Solution LLC or its agent, designee, successor or assign (collectively "Lessor") continuing authority to conduct credit checks and background investigations concerning Lessee and Guarantor(s) and Lessor has the right to report late payments and defaults to credit agencies as deemed appropriate by Lessor. Disputes or inaccuracies regarding information sent to credit agencies should be sent to Lessor at the address herein.

4. AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWAL OF PAYMENTS: I, the undersigned Lessee in the capacity set forth below, hereby authorize Lessor to automatically withdraw my monthly rental payment and any amounts including any and all taxes or other charges now due or hereinafter imposed, based in conjunction with the above referenced Non-Cancellable Lease (1. cost) by debiting debit entries to my account ("Account") at the financial institution indicated below, or such other bank that may be designated in writing or used by me from time to time (Bank) AS SET FORTH IN PARAGRAPH 16, IN THE EVENT OF DEFAULT OF MY OBLIGATIONS HEREUNDER, I AUTHORIZE THE LESSOR TO DEBIT MY ACCOUNT FOR THE FULL AMOUNT DUE UNDER THE LEASE. A rental payment (which is paid by debit or otherwise) if it is not honored by my Bank for any reason, will be subject to a \$10.00 service fee imposed by Lessor, the amount of which may be debited from my Account. Further, I authorize my Bank to accept and to charge any debit entries initiated by Lessor to my Account. This authorization is to remain in full force and effect until Lessor has received written notice from me of its termination in which I am to effect Lessor a reasonable opportunity to act.

BANK _____ ROUTING NO. [] [] [] [] [] [] [] [] [] [] [] [] ACCOUNT NO. _____

CERTIFICATE OF ACKNOWLEDGEMENT AND ACCEPTANCE OF LEASED PROPERTY.

I HAVE READ AND AGREE TO THE TERMS WHICH APPEAR ON BOTH SIDES OF THIS LEASE DOCUMENT. I represent that this Property is being leased for purposes other than personal, household or family use and agree that under no circumstances shall this Lease be construed as a consumer contract. I acknowledge receipt of a copy of this Lease, with all lease terms filled in (other than the serial number(s) of the Equipment), and acknowledge and agree that I shall be deemed to have unconditionally accepted the Property you have leased me under this Lease. Lessee's signature herein authorizes Lessor to verbally verify by telephone with the representative of Lessee who is listed on the Lease Installation Verification certificate: (i) the date and time of such verification; (ii) the terms and conditions of the Lease; (iii) the type and make of the Property under the Lease; (iv) that all necessary installation has been completed and the Property is in good condition and in operational order and in all respects satisfactory to Lessee; and (v) that the monthly rental payment will be automatically debited from the Lessee's Account designated above.

<p>ACCEPTED BY LESSEE:</p> <p>LESSEE #1</p> <p>X Signature: <u><i>Danny R. Clarkston</i></u></p> <p>Print Name: <u>Danny R. Clarkston</u></p> <p>Title: <u>Manager</u> Date: <u>8-29-08</u></p> <p>Lessor Representative X _____</p>	<p>ACCEPTED BY LESSOR:</p> <p>A Leasing Solution, LLC</p> <p>Authorized Signature _____</p> <p>Title: <u>Manager</u> Date _____</p>
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PERSONAL GUARANTY

To induce Lessor to enter into this Lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Property or enforce any other remedy before proceeding against the undersigned. All sums payable pursuant to this Guaranty shall be payable without relief from valuation and appraisal laws of the State of Indiana and with reasonable attorneys' fees, costs and expenses incurred by Lessor in enforcing its rights hereunder. The undersigned consents to any extension or modification granted to lessee and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. The undersigned hereby waives all suretyship defenses, including but not limited to all defenses described in Section 3-1-605 of the Uniform Commercial Code, as revised (the "UCC") to the full extent permitted by law. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors, and assigns of the undersigned and may be enforced by or for the benefit of any assignee or successor of Lessor. This Guaranty shall be governed by the laws of the State of Indiana without regard to the conflict of laws rules or principles thereof. THE UNDERSIGNED AGREES AND CONSENTS THAT THE VANDERBURGH COUNTY SUPERIOR COURT OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA - EVANSVILLE DIVISION SHALL HAVE JURISDICTION OVER AND SHALL BE THE PROPER VENUE FOR THE DETERMINATION OF ALL CONTROVERSIES AND DISPUTES ARISING HEREUNDER. THE UNDERSIGNED WAIVES ANY CLAIM THAT IT IS NOT SUBJECT PERSONALLY TO THE JURISDICTION OF THE ABOVE NAMED COURTS OR THAT ANY ACTION OR PROCEEDING THEREIN IS BROUGHT IN AN INCONVENIENT FORUM. The undersigned agrees and consents that the service of a process by registered or certified mail will be sufficient to obtain jurisdiction.

<p>Guarantor Signature</p> <p>X <u><i>Danny R. Clarkston</i></u></p> <p>No title allowed</p> <p>Date: <u>8-29-08</u></p>	<p>Guarantor Signature #2</p> <p>X _____</p> <p>(if applicable) No title allowed</p> <p>Date _____</p>
--	--

Lessor Representative Date _____

We have written this Lease in plain language because we want you to fully understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have about it. We use the words "you" and "your" to mean the Lessee indicated above. The words "we," "us" and "our" refer to the Lessor indicated above.

NON-CANCELLABLE LEASE

RPSI, Inc d/b/a RETRIEVER PAYMENT SYSTEMS
 18804 107th Court
 Orland Park, Illinois 60467 • 666 465 3273 T • 708 364 0243 F

CORPORATION
 PROPRIETORSHIP
 PARTNERSHIP

REP CODE

OFFICE NUMBER

LEASE NUMBER

LEGAL NAME OF LESSEE ("LESSEE")
CANNONSBURG WATER DISTRICT

TYPE OF BUSINESS
 VENDOR

BILLING ADDRESS
1606 CANNONSBURG RD

ADDRESS

CITY STATE ZIP
ASHLAND KY 41102

CITY STATE ZIP

LESSEE PHONE NO
606-928-9808

COUNTY YEARS IN BUSINESS

PHONE NO

MERCHANT NUMBER

EQUIPMENT MANUFACTURER
Vx510

MODEL

SERIAL NUMBER

LOCATION OF Equipment Address (no. & street, city, state, zip) if different from above

The equipment ("Equipment") and the software ("Software") described above shall be referred to collectively as the "Property."

SCHEDULE OF PAYMENTS

PAYABLE AT SIGNING OF THE LEASE

TERM IN MONTHS

48

BASE MONTHLY PAYMENT OF
 \$ **37.00** PER MONTH

FIRST AND LAST MONTHLY PAYMENT
 FIRST MONTHLY PAYMENT
 OTHER

\$
 \$
 \$
 \$

COMMENCEMENT DATE

PLUS TAXES AND OTHER FEES AS DESCRIBED
 IN THE TERMS AND CONDITIONS BELOW

TOTAL \$

TERMS AND CONDITIONS (See other side for additional Terms and Conditions)

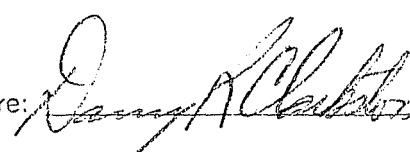
1. NOTWITHSTANDING ANY AMOUNTS WHICH MAY BE PAID BY LESSOR TO VENDOR OR ANY AGENT OF VENDOR, LESSEE UNDERSTANDS AND AGREES THAT NEITHER VENDOR NOR ANY AGENT OF VENDOR IS AN AGENT OF LESSOR OR IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE. THEIR REPRESENTATIONS SHALL IN NO WAY AFFECT LESSEE OR LESSOR'S RIGHTS AND OBLIGATIONS AS HEREIN SET FORTH.
2. **NON-CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED BY LESSEE DURING THE TERM HEREOF.**
3. **DISCLOSURE OF INFORMATION.** Lessee and Guarantor(s) expressly authorize Lessor or its agents or assigns continuing authority to conduct credit checks and background investigations concerning Lessee and Guarantor(s) and has the right to report late payments and defaults to credit agencies as deemed appropriate by Lessor. Disputes or inaccuracies regarding information sent to credit agencies should be sent to RPSI, Inc. d/b/a Retriever Payment Systems at the address on the top of this lease.
4. **AUTHORIZATION AGREEMENT FOR AUTOMATIC WITHDRAWAL OF PAYMENTS.** I, the undersigned Lessee in the capacity set forth below hereby authorize RPSI, Inc. d/b/a Retriever Payment Systems or its designee, successor or assign (hereinafter "Lessor") to automatically withdraw my monthly rental payment and any amounts, including any and all taxes or other charges now due or hereinafter imposed, owed in conjunction with the above referenced Non-Cancellable Lease (hereinafter "Lease") by initiating debit entries to my account at the financial institution (hereinafter "Bank") evidenced on the check copy provided, or such other Bank that may be used by me from time to time. As set forth in paragraph 16, in the event of default of my obligations hereunder, I authorize the Lessor to debit my account for the full amount due under the Lease. A rental payment (whether paid by debit or other means) that is not honored by my bank for any reason will be subject to a \$10.00 service fee imposed by Lessor, the amount of which may be debited from my account. Further, I authorize my Bank to accept and to charge any debit entries initiated by Lessor to my account. This authorization is to remain in full force and effect until Lessor has received written notice from me of its termination in such time and in such manner as to afford Lessor a reasonable opportunity to act.

BANK

ROUTING NO.

ACCOUNT NO.

We have written this Lease in plain language because we want you to fully understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Lessee indicated above. The words we, us, and our refer to the Lessor indicated above and any assignee thereof.

Signature: 

CERTIFICATE OF ACKNOWLEDGMENT AND ACCEPTANCE OF LEASED PROPERTY

I HAVE READ AND AGREE TO THE TERMS WHICH APPEAR ON ALL 4 PAGES OF THIS LEASE DOCUMENT. Lessee represents that this Property is being leased for business and/or professional purposes and agree that under no circumstances shall this Lease be construed as a consumer contract. Lessee acknowledges receipt of a copy of this Lease Agreement, with all lease terms filled in, and acknowledge and agree that Lessee shall be deemed to have unconditionally accepted the Property Lessor has leased Lessee under the Lease Agreement, particulars of which are given above. Lessee's signature herein authorizes Lessor to verbally verify by telephone with representative of Lessee on a verification certificate, the date and time of such verification, the terms and conditions of the Lease, the type and make of the Property under the Lease, that all necessary installation has been completed and the Property is in good operating order and in all respects satisfactory to Lessee, and that the monthly rental payment will be automatically debited from the Lessee's verified account number and designated account

ACCEPTED BY LESSEE:

LESSEE (FULL LEGAL NAME)

LESSEE #1

LESSEE #2

X Signature

Danny R. Clarkston

X Signature

Print Name

Danny R. Clarkston

Print Name

Title

Manager

State

Title

State

Witness Signature X

Shawn D. Stumbrick

Witness Signature X

ACCEPTED BY LESSOR:

RPSI, INC d/b/a RETRIEVER PAYMENT SYSTEMS

Authorized Signature

Title

Date

PERSONAL GUARANTY

To induce Lessor to enter into this Lease, the undersigned unconditionally guarantees to Lessor the prompt payment when due of all of Lessee's obligations to Lessor under the Lease. Lessor shall not be required to proceed against Lessee or the Property or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all attorney's fees and other expenses incurred by Lessor by reason of default by the Lessee or the undersigned consents to any extensions or modifications granted to Lessee and the release and/or compromise of any obligation of Lessee or any other obligors and guarantors without in any way releasing the undersigned from its obligations hereunder. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns, and may be enforced by or for the benefit of any assignee or successor of Lessor. The undersigned agrees and consents the Court of the State of Illinois having jurisdiction in Cook County or any Federal District Court having jurisdiction in said county shall have jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. The undersigned agrees and consents that the service of process by registered or certified mail will be sufficient to obtain jurisdiction.

Guarantor Signature

X

Danny R. Clarkston
(No Title Allowed)

Individual

Guarantor Signature #2

X

(No Title Allowed)

Individual

Home Address

Home Address

City

State

Zip

City

State

Zip

Home Phone#

SS #

~~XXXXXXXXXX~~

Home Phone#

SS #

We have written this Lease in plain language because we want you to fully understand its terms. Please read your copy of this Lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Lessee indicated above. The words we, us, and our refer to the Lessor indicated above and any assignee thereof.

SSN # is required for Leasing Equipment Only

5. NO WARRANTIES. The Property is subject to any warranties made by the manufacturer of the Equipment or licensor of the Software ("Licensor") and any limitation thereof. The Property is leased "AS IS" and LESSOR IS NOT LIABLE FOR THE PERFORMANCE OF THE EQUIPMENT, THE SOFTWARE, THE LICENSOR OR ANY OTHER PARTY'S FAILURE TO PROVIDE SERVICE. YOU ACKNOWLEDGE THAT WE DID NOT MANUFACTURE OR LICENSE THE PROPERTY NOR DID WE SELECT IT. WE DID NOT REPRESENT THE MANUFACTURER OR THE LICENSOR AND YOU SELECTED THE PROPERTY BASED UPON YOUR OWN JUDGEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT, REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY DAMAGES, WHETHER LOST PROFITS, LOST DATA, CONSEQUENTIAL, DIRECT, SPECIAL, PUNITIVE OR INDIRECT, RELATING TO THE PROPERTY. YOU AGREE THAT IN THE EVENT OF A BREACH OR DEFAULT UNDER THE LICENSE AGREEMENT, LESSEE'S SOLE REMEDY SHALL BE AGAINST THE LICENSOR. We hereby notify you that you may have rights under the supply contracts or the License Agreement and that you may contact the supplier or the Licensor for a description of those rights or any warranties.

6. TERM AND RENT. The Lease term shall commence as of the date that the Lease is accepted by us, ("the Commencement Date"), and shall continue until your obligations under the Lease shall have been fully performed. Each installment of rent shall be payable monthly in advance, the first such payment being due on the date you sign this Lease, or at such later time as agreed to by us, and the second payment shall be due the following month on the day of the month we designate in writing (hereinafter "Payment Day"), and subsequent payments will be due on the Payment Day of each successive month until the balance of the rent and any additional rent or fees chargeable to you under this Lease have been paid in full. All payments of rent shall be made to us at the address set forth herein or such other address that we may designate in writing. YOUR OBLIGATION TO PAY SUCH RENTALS SHALL BE ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTERCLAIM FOR ANY REASON WHATSOEVER, INCLUDING ANY ACTION BY LICENSOR OR ANY OTHER THIRD PARTY. You hereby authorize us to insert the serial numbers and other identification data of the Property when determined by us and dates or other omitted factual matters, if a security deposit is indicated above, the same shall be held by us to secure the faithful performance of the terms of the Lease and returned or applied in accordance with Paragraph 18 hereof.

7. ASSIGNMENT. (a) WE MAY ASSIGN OR TRANSFER THIS LEASE OR OUR INTEREST IN THE PROPERTY WITHOUT NOTICE TO YOU. Any assignee of ours shall have all of the rights, but none of the obligations, of ours under this Lease and you agree that you will not assert against any assignee of ours any defense, counterclaim or offset that you may have against us. (b) YOU SHALL NOT ASSIGN OR IN ANY WAY DISPOSE OF ALL OR ANY PART OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE OR ENTER INTO ANY SUBLEASE OF ALL OR ANY PART OF THE PROPERTY WITHOUT OUR PRIOR WRITTEN CONSENT.

8. TITLE, QUIET ENJOYMENT. We shall at all times retain title to the Property. All documents of title and evidence of delivery shall be delivered to us. You hereby authorize us, at your expense, to cause this Lease, or any statement or other instrument in respect to this Lease showing our interest in the Property, including Uniform Commercial Code Financing Statements, to be filed or recorded and refiled and rerecorded, and grant us the right to execute your name thereto. You agree to execute and deliver any statement or instrument requested by us for such purpose and agree to pay or reimburse us for any filing, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. So long as you are not in default under any of the terms in this Lease, we agree that we shall not interfere with your quiet use and enjoyment of the Property.

9. CARE, USE AND LOCATION. You shall maintain the Equipment in good operating condition, repair and appearance, and protect the same from deterioration other than normal wear and tear; shall use the Property in the regular course of your business, shall not make any modification, alteration or addition to the Property without our written consent, which shall not be unreasonably withheld, shall not so affix the Equipment to realty as to change its nature to real property, and shall not remove the Property from the location shown herein without our written consent, which shall not be unreasonably withheld.

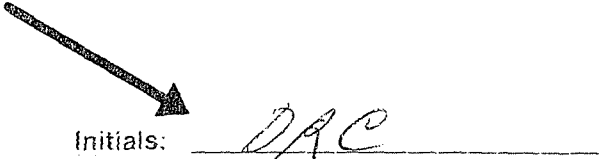
10. NET LEASE: TAXES. You intend the rental payments hereunder to be net to us, and you agree to pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession or use of the Property during the term of this Lease (except our Federal or State net income taxes) imposed on you or us with respect to the rental payments hereunder or the ownership of the Property and shall reimburse us upon demand for any taxes paid by or advanced by us. Your monthly payments to us shall include, in addition to the base monthly payment for rental of the Property, an amount attributable to such taxes and fees. Such amount shall include, if applicable, an estimate of the property tax owing with respect to such period plus a processing fee to reimburse us for preparing, reviewing and filing tax returns. Unless otherwise agreed to in writing, we shall file personal property tax returns with respect to the Property.

11. INDEMNITY. You shall and do hereby agree to indemnify and save us, our agents, servants, successors, and assigns harmless from any and all liability, damage or loss, including reasonable attorney's fees, arising out of the ownership, selection, possession, leasing, operation, control, use, condition (including but not limited to latent and other defects, whether or not discoverable by you), maintenance, delivery and return of the Property. The indemnity shall continue in full force and effect notwithstanding the termination of the Lease.

12. INSURANCE. You shall keep the Property insured against all risks of loss or damage from any cause whatsoever for not less than the full replacement value thereof. You shall carry public liability insurance, both personal injury and property damage, covering the Property. All such insurance shall be in form and with companies satisfactory to us and shall name us and our assigns as loss payee as our interest may appear with respect to property damage coverage and as additional insured with respect to public liability coverage. You shall pay the premiums for such insurance and deliver to us satisfactory evidence of insurance coverage required hereunder. The proceeds of such insurance payable as a result of loss or damage to any item of Property shall be applied to satisfy your obligation as set forth in Paragraph 13 below. You hereby irrevocably appoint us as your attorney-in-fact to make a claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

13. RISK OF LOSS. You shall bear all risks of loss of and damage to the Property from any cause and the occurrence of such loss or damage shall not relieve you of any obligation hereunder.

14. INSURANCE NON-COMPLIANCE. In the event you fail to comply with your obligations under Paragraph 12 of this agreement to deliver to us evidence of insurance naming us as loss payee, or upon the cancellation or non-renewal of the required insurance, then you shall be subject to an Insurance Non-Compliance Charge in the amount of \$2.50 per month, per item of Equipment, said amount to be paid with the next monthly rental payment and all subsequent payments due during the remaining term of the Lease, or until such time as satisfactory evidence of insurance coverage has been provided. The imposition of the Insurance Non-Compliance Charge shall not relieve you of any obligation under Paragraph 13 of this agreement.


Initials: DAC

15. **EVENT OF DEFAULT.** If any one of the following events (each a "Default") shall occur, then to the extent permitted by applicable law, we shall have the right to exercise any one or more remedies set forth in Paragraph 16 below: (a) you fail to pay any rental or any other payment hereunder when due, or (b) you fail to perform any of the terms, covenants, or conditions of this Lease other than as provided above after ten (10) days written notice.

16. **REMEDIES.** If a Default occurs, we may do any or all of the following: (a) terminate this Lease, (b) declare all unpaid Lease payments until the end of the term of this Lease and other amounts under this Lease immediately due and payable, (c) repossess or render unusable, any Property wherever located, without demand or notice, without any court order or other process of law and without liability to you for any damages occasioned by such action, (d) require you to deliver the Property to a location designated by us, (e) proceed by court action to enforce performance by you of this Lease and/or recover all damages and expenses incurred by us by reason of any Default, or (f) exercise any other right or remedy available at law or in equity, including those of a secured creditor. You shall pay us all costs and expenses (including attorney's fees and costs) incurred by us in enforcing any of the terms of this Lease or any of our rights against you. Upon repossession or surrender of any Property we may lease, sell or otherwise dispose of the Property, and apply the net proceeds thereof to the amounts owed to us hereunder, provided, that you shall remain liable to us for any deficiency. You agree that it is commercially reasonable for repossessed Property to be sold at public or private sales (in any state or county selected by us) to dealers or others in lots or pieces (with or without the Property being physically present) at used Property prices. Notwithstanding the foregoing, to the extent the Software is nontransferable or its transfer restricted, Lessee agrees that the Lessor and/or Licensor of the Software shall have no duty to remarket such Software or otherwise mitigate any damages relating to such Software. All rights and remedies are cumulative and may be enforced concurrently. Any delay or failure to enforce our rights hereunder does not prevent us from enforcing any rights at a later time. Notwithstanding the foregoing, any attorneys' fees, costs, or expenses, or costs or expenses of repossession and storage, shall be limited to the highest amount chargeable under applicable law.

17. **CHANGE OF NAME, BILLING ADDRESS, BANK ACCOUNT.** You will inform us, within ten (10) days, of any change in your name, address, billing address, telephone numbers, location of Property, or the bank checking account used for ACH debit. We are authorized to correct any typographic or spelling errors made on the front of this Lease Agreement regarding your address, telephone numbers, bank checking account or the Property leased.

18. **END OF LEASE TERM.** At the expiration or earlier termination of this Lease Term, you have the following options: (a) You shall disconnect and return the Equipment and/or Software, freight prepaid, to us in good repair, condition and working order, in a manner and to a location we designate and all Lessee's right to use the Software shall terminate. (b) Lessor extends an option to purchase the Equipment at the end of the term for fair market value, which is estimated to be 10% of the Lease Term times monthly Lease payment (including taxes) and return the Software in accordance with option a. (c) You can extend upon all the terms and conditions as stated herein for a period of one month from its expiration date without the necessity of the execution of any further instrument or document. At the end of this additional month, options a, b, and c are again available to you. Unless you notify us in writing 30 days prior to the expiration of the Lease Term, or monthly renewal period, you shall have been deemed to have chosen option c (Automatic Renewal for one month).

19. **LATE PAYMENTS AND COLLECTION COSTS.** If you do not make a payment within 10 days of its due date, you must pay, in addition to the payment, a late charge of \$10.00 for each late payment. Each month the past due payment remains unpaid, an additional late fee of \$10.00 will be assessed. You will pay our collection costs, and reasonable Attorney's fees. Such collection costs include, but are not limited to charges for collection letters and collection calls and to charges of collection agencies, courts, sheriffs, etc. There will be a processing charge of \$10.00 for any rejected credit card charge. Western Union Phone Pay or other payment method used by us. Payments are applied to late fees and to processing charges first and then to Lease obligations.

20. **MISCELLANEOUS.** In the event you fail to comply with any provision of the Lease, we shall have the right, but not be obligated, to effect such compliance on your behalf. All monies expended by us in effecting such compliance shall be deemed to be additional rent, and shall be paid by you to us at the time of the next monthly payment or rent. All notices under this Lease shall be sufficient if given personally or mailed to the party intended at the respective address set forth herein, or at such other address as said party may provide in writing from time to time. We intend and you intend this Lease to be a valid and subsisting legal instrument, and agree that any provision of this Lease which may be deemed unenforceable shall be modified to the extent necessary to render it enforceable and shall in no way invalidate any other provision or provisions of this Lease, all of which shall remain in full force and effect. This Lease shall be binding when accepted in writing by us and shall be governed by the laws of the State of Illinois, without regard to the conflict of law rules or principles thereof. Unless otherwise prohibited by law you agree and consent that the Court of the State of Illinois having jurisdiction in Cook County or any Federal District Court having jurisdiction in Cook County shall have the jurisdiction and shall be the proper venue for the determination of all controversies and disputes arising hereunder. You agree and consent that service of process by registered or certified mail will be sufficient to obtain jurisdiction. Nothing contained herein is intended to preclude us from commencing any action hereunder in any court having jurisdiction thereof. YOU WAIVE, IN SO FAR AS PERMITTED BY LAW, TRIAL BY JURY IN ANY ACTION BETWEEN THE PARTIES.

21. **CHOICE OF LAW, ARBITRATION.** Any unsettled claim or controversy including any contract or tort claim, between or among us, you or any Guarantor related to this Lease, shall be determined by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association or if you choose, the Rules of Arbitration (Binding) of the Better Business Bureau. All statutes otherwise applicable shall apply. Judgment upon the arbitration award may be entered in any court having jurisdiction. In event you or Guarantor Defaults, these provisions regarding arbitration shall not apply to our right to repossess the Equipment. This Lease is made in interstate commerce. Any arbitration shall take place in Chicago, Illinois.

22. **LIMITATION ON ACTION.** You shall commence any action based in contract, tort or otherwise arising from, or related to, this Lease, or the subject matter thereof, within one year of the accrual of that cause of action and no such action may be maintained which is not commenced within that period.

23. **ENTIRE AGREEMENT CHANGES.** This Lease contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by one of our executive officers.



MEMORY TRANSMISSION REPORT

TIME : 09-08-'08 09:15
FAX NO.1 : 6069284788
NAME : CANNONSBURG WATER

FILE NO. : 877
DATE : 09.08 09:14
TO : 818128974849
DOCUMENT PAGES : 1
START TIME : 09.08 09:14
END TIME : 09.08 09:14
PAGES SENT : 1
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

CANNONSBURG WATER DISTRICT
1606 CANNONSBURG ROAD
ASHLAND, KY 41102
606-928-9808
FAX# 606-928-4788

FACSIMILE TRANSMITTAL SHEET

TO: STACIE	FROM: DANNY R. CLARKSTON
COMPANY: APPROVAL PAYMENT SOLUTIONS	DATE: 09/05/08
FAX NUMBER: 812-897-4849	TOTAL NO. OF PAGES INCLUDING COVER: 1
PHONE NUMBER: 888-311-7248	SENDER'S REFERENCE NUMBER:
RE: CANCEL CHECK RECOVERY	YOUR REFERENCE NUMBER:

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

PLEASE CANCEL THE CHECK RECOVERY SERVICE FOR CANNONSBURG WATER DISTRICT. WE DO NOT WISH TO HAVE THIS FEATURE AT THIS TIME. WE HAVE ALREADY NOTIFIED OUR LOCAL BANK (TOWN SQUARE) TO LET THEM KNOW.

THANK YOU!
DANNY R. CLARKSTON

Danny R. Clarkston
MANAGER

(CLICK HERE AND TYPE RETURN ADDRESS)

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF CANNONSBURG WATER)
DISTRICT TO ESTABLISH NONRECURRING) CASE NO. 2008-00397
CHARGES)

ORDER

On September 29, 2008, Cannonsburg Water District ("Cannonsburg District") applied to establish a new nonrecurring charge for customers who make payments by credit or debit card. Due to defects in the application, the Executive Director refused to accept this application for filing. On October 14, 2008, Cannonsburg District cured these defects and the Commission accepted the application. Cannonsburg District proposes an effective date of November 1, 2008 for the proposed charge.

Having considered the proposed charge and being otherwise sufficiently advised, the Commission finds that, pursuant to KRS 278.190, further proceedings are necessary to determine the reasonableness of the proposed charge and that these proceedings cannot be completed before the proposed charge's effective date.

IT IS THEREFORE ORDERED that:


1. Cannonsburg District's proposed charge for credit and debit card payments is suspended for 5 months from November 1, 2008 to March 31, 2009.
2. This case is initiated to investigate the reasonableness of Cannonsburg District's proposed charge for payment by credit or debit card.

3 Cannonsburg District shall file with the Commission, no later than November 14, 2008, 6 copies of each contract that Cannonsburg District has executed with a bank or financial institution or credit business for credit/debit card transaction processing.

Done at Frankfort, Kentucky, this 31st day of October, 2008.

By the Commission

ATTEST:


Executive Director *for Stephanie Strickland*
in / permission

Case No. 2008-00397