COMMERCIAL CARD AGREEMENT

THIS COMMERCIAL CARD AGREEMENT is made and entered into as of the Effective Date by and among COMMERCE BANK, N.A. (Kansas City, MO) ("Commerce"), UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a county owned hospital established in accordance with Chapter 450 of the Nevada Revised Statutes and governed by the Board of County Commissioners of the County of Clark, Nevada, sitting as the Board of Hospital Trustees of University Medical Center of Southern Nevada ("UMC"); and the COUNTY OF CLARK, NEVADA ("Clark County"). Each of UMC and Clark County is a "Customer Party" hereunder, and the term "Customer" hereunder means UMC and Clark County, collectively.

1. DEFINITIONS. The following terms shall have the following meanings:
   a. "Administrator" means, individually and collectively, one or more employees, officers, directors, or agents of either Customer Party who are designated by the applicable Customer Party to assist Commerce in the administration of the Program for such Customer Party.
   b. "Agreement" means this Commerce Bank Commercial Card Agreement and all Addenda to time to time executed by the parties and attached hereto, and all amendments to the foregoing.
   c. "Cardholder Agreement" means that agreement delivered to each Employee Cardholder which governs the use of the Commercial Cards, as amended from time to time.
   d. "Commercial Cards" means the Visa or MasterCard Commercial Cards and the numbers associated with the Commercial Cards issued by Commerce to Employee Cardholder(s) and the account numbers assigned to Customer without an associated Commercial Card under the Program.
   e. "Current FY" shall be defined as set forth in Section 7(c)(iii).
   f. "Effective Date" shall mean March 1, 2011.
   g. "Employee Cardholders" means, collectively, those designated officers, directors, agents and employees of either Customer Party.
   h. "Program" means the Commercial Card Program administered by Commerce as set forth in this Agreement.
   i. "Public Record Law" means any state's law which provides that Customer's contracts are open and available to the public.
   j. "Term" shall have the meaning ascribed to it in Section 7(a).
   k. "Unauthorized Charge" means a charge made by an Employee Cardholder to a Commercial Card that (i) has not been authorized by Customer, and (ii) that has been accepted and processed by a merchant having the technology capable of determining and confirming that the charge did not meet the parameters established by Customer for authorized charges.

2. PROGRAM; CARD ISSUANCE AND RENEWAL.
   a. During the Term, and subject to the terms and conditions of this Agreement, Commerce agrees to provide the Customer with the Program and to issue Commercial Cards to Employee Cardholders.
   b. Commerce shall issue a Commercial Card to each Employee Cardholder designated by the respective Customer Party, provided that (i) each such designated Employee Cardholder has a business or commercial purpose for the Commercial Card, and (ii) a card issuance request has been made by an Administrator in the form required by Commerce.
   c. Each Commercial Card shall be valid for the term indicated thereon, unless such Commercial Card has been canceled by Commerce pursuant to the provisions of this Agreement or at the request of the applicable Customer Party.
   d. Commerce acknowledges the ability of the applicable Customer Party to cancel the Commercial Card issued to any one or more Employee Cardholder(s), at such Customer Party's discretion upon proper notice to Commerce; provided, however, Customer shall take all reasonable actions necessary to retrieve the Commercial Card issued to Employee Cardholder and shall immediately destroy the retrieved Commercial Card.

3. BILLING PROCEDURES. Central Billed Accounts: Except as otherwise provided herein, Customer shall be liable for all charges made to each Commercial Card requested by Customer. Charges shall be set forth on a billing statement and shall be paid by the Customer as agreed in Addendum A attached hereto and incorporated herein by this reference, and as set forth herein. Except for a proven Unauthorized Charge or as otherwise expressly provided.
herein, Customer shall pay Commerce for all charges made to each Employee Cardholder's Commercial Card within the time period provided in Addendum A. Except as provided herein, Commerce shall have no duty or obligation to inquire into the nature of any transaction charged by any Employee Cardholder (e.g., whether such transaction was for a business or personal use.)

4. PROGRAM ADMINISTRATOR. Upon signing this Agreement, Customer shall designate one or more Administrator(s) to assist Commerce in the administration of the Program. In addition to any other duties listed elsewhere in this Agreement, as well as any other duties reasonably requested by Commerce, the Administrator shall undertake the following duties on behalf of the Customer:

a. The Administrator shall have the responsibilities assigned in the Program Administrator Delegation document provided by Customer to Commerce, including, without limitation, the ability to request that Commerce issue Commercial Cards to any person in connection with the Program, to increase or decrease credit limits, to suspend accounts, to order or block cash advances, wire transfers and convenience checks, and to perform any other maintenance activity.

b. The Administrator shall be familiar with all aspects of the Program, including, but not limited to, Program procedures, number and status of Commercial Cards, employment status of Employee Cardholders, notice requirements, any disputed transactions, Employee Cardholder credit limits, statement cycles, billing and payment procedures, general program parameters and status of delinquent charges.

c. The Administrator shall be responsible for notifying Commerce, in writing, about changes in authorization codes.

d. The Administrator shall advise Commerce of any Employee Cardholder's termination of employment.

e. The Administrator shall take all reasonable actions necessary to retrieve Commercial Cards issued to Employee Cardholders whose employment has terminated. Such Commercial Cards shall be immediately destroyed.

f. The Administrator shall be proficient in the use of the On-Line Service selected by Customer as described in Addendum B.

5. FEES. Commerce shall be paid fees and charges set forth in Addendum A. Customer acknowledges that Commerce has based the fees and charges upon the projections given by Customer regarding transaction volume, average ticket amount, number of cards, monthly credit line requested, reporting product selected, and frequency of payment. Fees may be subject to change from time to time by Commerce upon ninety (90) days prior written notice unless otherwise specified in Addendum A. Customer shall have 90 days from statement date to notify Bank of any revenue sharing payment errors.

6. LINE OF CREDIT. Commerce will establish a maximum line of credit amount for Customer.

a. All amounts charged to the Commercial Cards together with any fees and charges owed to Commerce by Customer in connection with the Program, may not exceed, in the aggregate, the line of credit amount unless Commerce in its sole discretion authorizes such charges.

b. Commerce may, at any time in its sole discretion, modify the amount of Customer's line of credit upon thirty (30) days prior written notice to Customer; provided, however, that Customer may elect to terminate this Agreement by written notice to Commerce during such thirty (30) day notice period; provided, further, Customer agrees that if any amounts are outstanding on the Commercial Cards which exceed the adjusted line of credit amount, Customer will immediately pay Commerce such excess amounts.

c. From time to time, Commerce may request, and each Customer Party shall produce financial records relating to the financial condition of such Customer Party. Such Customer Party shall produce such records not later than thirty (30) days following such request. The financial records may be requested as often as quarterly, or for any such other time period as may be reasonably determined by Commerce. Each Customer Party shall, upon reasonable request by Commerce, send its annual audit to Commerce within 30 days of its completion by such Customer Party's auditor.

7. TERM OF AGREEMENT AND RENEWAL.

a. This Agreement shall terminate on February 28, 2014 (the term of the Agreement beginning on the Effective Date and ending on February 28, 2014 referred to herein as the "Initial Term"), unless extended by the parties as provided in this Section 7(a). The parties may mutually agree to extend the Initial Term of
this Agreement for two additional one-year terms (each a “Renewal Term” and together with the Initial Term, the “Term”) at any time prior to the expiration of the then-current term; provided that in no event shall the Term of this Agreement extend beyond the second Renewal Term. Customer shall in all cases notify Commerce no later than thirty (30) days prior to the end of the Initial Term, and, if applicable, the first Renewal Term, of its intent not to extend or renew the Agreement.

b. Notwithstanding the foregoing or anything to the contrary in this Agreement, either Commerce or Customer may unilaterally terminate this Agreement at any time, with or without cause, or for any reason whatsoever, upon thirty (30) days’ prior written notice (such termination right referred to herein as the “At-Will Termination Right”).

c. In the event Customer exercises the At-Will Termination Right prior to the date that is three (3) years from the Effective Date, (i) Commerce reserves the right to forego all revenue sharing payments for the Program due after termination; and (ii) Customer shall pay to Commerce all costs associated with establishing the Program as provided in Addendum A.

d. All Commercial Cards and/or related accounts shall be deemed canceled effective upon termination of this Agreement or as otherwise provided herein, and all amounts outstanding under such Commercial Cards shall automatically become immediately due and payable in full by Customer without further notice.

e. Notwithstanding the foregoing, Commerce or Customer shall have the right to terminate this Agreement immediately and without notice (the “For-Cause Termination Right”) upon the occurrence of any one or more of the following events:

(i) Dissolution or liquidation of Commerce or either Customer Party;

(ii) Insolvency of Commerce or either Customer Party; or the institution by or against Commerce or either Customer Party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for Commerce or either Customer Party; or Commerce or either Customer Party enters into an arrangement with, or for the benefit of, its creditors; or

(iii) Any material adverse change in the financial condition of Commerce or either Customer Party (expressly including, without limitation, any change resulting in the nonappropriation or nonavailability of funds originally budgeted, allocated, earmarked or otherwise set aside for the then current fiscal year of either Customer Party (the “Current FY”) for use in paying indebtedness incurred by Customer under this Agreement during such fiscal year, in which event Customer shall notify Commerce no later than 24 hours after such person knows, or reasonably should have known, of such nonappropriation or nonavailability of funds); or

(iv) Any default hereunder, or breach of the obligations undertaken by Commerce or either Customer Party under this or any other agreement by and between Commerce and either Customer Party.

In addition, and notwithstanding anything to the contrary herein, Commerce shall have the For-Cause Termination Right upon the occurrence of any one or more of the following events:

(A) Any event in any agreement which would allow Commerce or any other person to declare any indebtedness owing by either Customer Party due and payable in full (and Customer shall give Commerce immediate notice of the occurrence of such event); or

(B) A change in the ownership of either Customer Party, or a sale of all or substantially all of either Customer Party’s assets.

Upon the occurrence of any event giving rise to a For-Cause Termination Right under this Section 7(c), the obligations of Customer arising hereunder and/or under the Commercial Cards shall automatically become immediately due and payable in full (except as otherwise provided by law).

8. REPORTING. Commerce will, either directly or indirectly through its third party vendors, receive data from the transactions made with the Commercial Cards; such data will be delivered to Customer as specified in Addendum A and Addendum B. Commerce shall have no responsibility or liability for the capture, transmission, grouping, reporting, categorizing or any other act performed or required to be performed in connection with the foregoing data that Customer’s vendors are transmitting at the point of sale.

9. CUSTOMER LIABILITY.

A. Except for proven Unauthorized Charges, the Customer shall be solely liable for the payment of all charges incurred in the use of Commercial Cards except as provided in paragraph B below.

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B. The Customer shall not be liable for the payment of charges incurred in the use of Commercial Cards if such charges relate to:
   1. Charges waived as set forth in Visa Waiver of Liability or MasterCard Zero Liability documentation, as amended from time to time;
   2. Commercial Card transactions after the original closure request date for a Commercial Card where the request by the Customer was made in accordance with the terms of this Agreement during normal business hours; or
   3. The use of a stolen Commercial Card if the Commercial Card is reported stolen via facsimile, electronic mail, or telephone as provided in this Agreement within twenty-four (24) hours after either Customer Party, including, without limitation, any Employee Cardholder, discovers, or, using reasonable care should have discovered, the theft of the Commercial Card; provided that if the Commercial Card is not reported stolen within such time frame, the Customer shall be liable for all charges associated with the stolen Commercial Card until the date the Customer notifies Commerce of such theft.

10. ASSIGNMENT. Commerce and Customer agree not to sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, Commerce may, without the consent of either Customer Party, assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) or to any other party pursuant to a merger, acquisition, consolidation, or reorganization.

11. NOTICES. All notices hereunder shall be in writing and shall be deemed duly given when personally delivered, when delivered by recognized overnight courier, or, three (3) days after mailing if sent by certified or registered United States mail, return receipt requested, postage prepaid, to the appropriate party at the address set forth below, or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

   **If to Commerce:**
   Commerce Bank, N.A.
   Attn: Commercial Card Services
   811 Main Street
   Kansas City, MO 64105

   **If to Customer:**
   University Medical Center of Southern Nevada, Attn: CEO
   1800 W. Charleston Blvd.
   Las Vegas, NV 89102

Communications with Commerce concerning disputed billings shall be made by mail to Commercial Card Services, 811 Main Street, Kansas City, Missouri 64105 or by phone at 800-892-7104.

12. CONFIDENTIALITY. Commerce and Customer will keep strictly confidential and will not use or disclose to any third party or to any employee, officer, director or agent (except on a need to know basis) for any purpose whatsoever (other than as contemplated herein or for a business evaluation of the Program performed by Commerce or Customer) all or any portion of the contents of the Program, including but not limited to, any of the terms of, conditions of or other facts concerning the Program and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature (including, without limitation, all intellectual property (copyrights, patents, trade secrets, license rights and the like)) unless such use or disclosure is mutually agreed upon in writing by Customer and Commerce; provided, however, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in implementation of, maintenance of, and provision of various services under the Program; and provided, further, that Commerce may use Customer’s name, Customer-provided logo, general industry/business description, and Customer’s general, non trade-secret product usage in Commerce’s customer listings and in its sales presentations without obtaining either Customer Party’s prior consent. In the event Customer is subject to a Public Record Law, Customer shall comply with the provisions of this Confidentiality paragraph only to the extent that such compliance is in accordance with the applicable Public Record Law.

13. MISCELLANEOUS.
   a. Relationship: Nothing contained in this Agreement shall be construed to create any relationship for brokerage, agency, joint venture, partnership or employment between Commerce and Customer.
b. **No Implied Waivers:** The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

c. **Remedies:** In the event that Commerce or either Customer Party breaches or violates any of the obligations contained in this Agreement, and in addition to the rights and remedies otherwise provided in this Agreement, the non-breaching party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.

d. **Complete Agreement; Amendments:** This Agreement constitutes the complete understanding among the parties hereto with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provision in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.

e. **Successors and Assigns:** All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

f. **Severability:** The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

g. **Force Majeure:** Commerce shall not be in default of this Agreement to the extent that performance of its obligations is delayed or prevented by reason of any act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party, including, but not limited to, telecommunications carriers and utilities or any other matter beyond its reasonable control.

h. **Patriot Act/OFAC:** Commerce complies with the USA Patriot Act and laws administered by OFAC (The Office of Foreign Assets Control). These laws mandate that Commerce verify certain information about customers. Commerce reserves the right, at any time, to request information that may assist Commerce in compliance with these laws. Customer agrees to promptly provide such information as requested by Commerce, including, without limitation, information about Employee Cardholders.

i. **Survival:** Notwithstanding anything to the contrary herein, Sections 6(b), 11, 12, 13, 14 and 15 shall survive the termination of this Agreement.

14. **JOINT AND SEVERAL LIABILITY.** Notwithstanding anything to the contrary contained herein, by signing this Agreement, each Customer Party hereby jointly and severally agrees to all of the provisions hereof, and all obligations of Customer under this Agreement shall be joint and several. In particular, without limitation, each Customer Party is responsible for the payment of all fees and for charges made to each Commercial Card of Customer as described in this Agreement regardless of the benefit received by such Customer Party.

15. **FUNDS AVAILABILITY.**

a. In accordance with Section 354.626 of the Nevada Revised Statutes (the “Budget Act”), financial obligations of each Customer Party incurred under this Agreement after the end of such party’s Current FY shall, to the extent required under the Budget Act, be contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available for payment of such financial obligations for the next fiscal year of such party (the “Next FY Available Funds”; such funds so appropriated, budgeted or made available for the Current FY referred to herein as the “Current FY Available Funds”). The following shall respectively govern in the event the Next FY Available Funds of either Customer Party are or are reasonably expected to be (i) reduced to $0 (a “Total Reduction”), or (ii) materially decreased from the Current FY Available Funds for such Customer Party (a “Material Decrease”):

i. In the event of a Total Reduction, (A) Customer shall notify Commerce no later than 24 hours after either Customer Party knows, or reasonably should have known, of such reduction or expected
reduction, but no later than 30 days prior to such reduction taking effect, and (B) the Agreement shall automatically terminate no later than the last day of the Current FY; and

ii. In the event of a Material Decrease, Customer shall give Commerce notice of such decrease or expected decrease within the period specified in Section 15(a)(i), but no later than 30 days prior to such decrease taking effect;

provided, however, that nothing in this Section 15 shall limit the ability of Commerce to exercise any and all applicable rights and remedies under this Agreement, including, without limitation, its right to (1) terminate the Agreement and (2) modify the Customer’s line of credit, pursuant to and in accordance with the terms of Sections 7 and 6(b) of this Agreement, respectively.

b. Customer hereby additionally covenants and agrees:

i. not to make payment on any of Customer’s expenses, liabilities or other obligations whatsoever (whether internally or to any third party) (collectively “Expenses”) with or through the use of any Commercial Card to the extent funds have not been appropriated, budgeted or otherwise made available specifically for any such Expense;

ii. to provide, no later than 30 days prior to the end of each Customer Party’s Current FY, such Customer Party’s approved and adopted budget containing the Next FY Available Funds for such Customer Party’s upcoming fiscal year and each fund from which Customer intends to pay debt through the use of Commercial Cards during such fiscal year; and

iii. to notify Commerce immediately (i) upon discovery that use of the Commercial Cards has violated Nevada law or that such violation is imminent, (ii) if and when Customer believes, or reasonably should believe, that use of the Commercial Cards may violate Nevada law; and (iii) upon any charge to a Commercial Card in violation of this Section 15.

Customer agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.

16. EFFECTIVENESS OF AGREEMENT. Notwithstanding anything else contained herein to the contrary, this Agreement will be subject to Commerce performing due diligence and credit investigations and will be effective only upon (i) execution of this Agreement by both parties; and (ii) receipt by Commerce from Customer of each of the following fully executed documents:

(A) Corporate Resolution to Obtain Credit Card in substantially the form attached hereto as Exhibit I;
(B) Credit Line Form in substantially the form attached hereto as Exhibit II;
(C) Program Administrator Delegation document in substantially the form attached hereto as Exhibit III;
(D) Electronic Payment Authorization (Corporate Transactions) document in substantially the form attached hereto as Exhibit IV;
(E) Electronic Reimbursement Revenue Share (Corporate Transactions) document in substantially the form attached hereto as Exhibit V; and
(F) Form W-9 — Request for Taxpayer Identification Number and Certification in substantially the form attached hereto as Exhibit VI.

[The remainder of this page has been intentionally left blank. Signatures are on the following page.]
IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto.

"Commerce"
Commerce Bank, N.A. (Kansas City, MO)
By: [Signature]
Title: Vice President
Date: 2-4-2011

"Customer"
University Medical Center of Southern Nevada
By: Kathleen Silver
Title: Chief Executive Officer
Date: ________________________

By: Lawrence Weekly
Title: Chair of Board of Hospital Trustees of County of Clark, Nevada/University Medical Center of Southern Nevada
Date: ________________________

County of Clark, Nevada
Board of County Commissioners

By: Susan Brager
Title: Chair of Board of County Commissioners of Clark County, Nevada
Date: ________________________
## ADDENDUM A

### Pricing and Payment Schedule

### Program Fees

<table>
<thead>
<tr>
<th>Pricing Term</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Late Fee for Central Bill Accounts</td>
<td>For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective Commercial Card or account will be 2.5% of the amount past due.</td>
</tr>
<tr>
<td>Cash Advance Fee</td>
<td>All cash advances will be assessed a cash advance fee of 3.0% of the cash advance amount with a $3.00 minimum.</td>
</tr>
<tr>
<td>International Service Fee</td>
<td>Visa and MasterCard purchases, cash withdrawals and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa International and MasterCard International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. MasterCard conversion rate will be selected by MasterCard, typically either a government-mandated rate or a wholesale rate provided to MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. Customer agrees to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances. For purchases, cash withdrawals and cash advances made in U.S. dollars outside of the United States and its territories, you agree to pay the transaction amount plus a 1% service assessment fee.</td>
</tr>
</tbody>
</table>
| Finance Charge on Cash Advances     | The periodic rate finance charge begins to accrue on the transaction date of any cash advance and is computed by applying the periodic rate to the average daily balance. Wherever payment in full is credited to the Employee Cardholder account by the statement due date, no additional periodic rate finance charge will be billed on a later statement to collect the periodic rate finance charge earned from the billing statement date to the date of actual payment. Cash advances include advances made by means of convenience checks, an electronic device or machine, a letter of any financial institution, by means of a balance transfer from another credit card, for the purchase of wire transfers, non-US currency, traveler’s checks, truck stop transactions, tax payments, money orders, bets, lottery tickets and casino gaming chips.  

A minimum finance charge of $5.00 will be imposed in any billing period for which a finance charge is payable. Each Employee Cardholder account will accrue a finance charge at a periodic rate equal to 4.9% in excess of the Prime Rate, fixed monthly, divided by 12. As used herein, the "Prime Rate" is the rate published in The Wall Street Journal in its column called "Money Rates" on the last business day of the month immediately preceding the first day of the applicable billing cycle. No representation is made that the Prime Rate is the lowest, the best or the favored rate of interest. If for any reason The Wall Street Journal no longer publishes the "Money Rates" column, then Commerce will choose a new index based on comparable information. |

### Other Fees

<table>
<thead>
<tr>
<th>Category</th>
<th>Fee/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight Delivery of Replacement Card</td>
<td>$25 per occurrence</td>
</tr>
<tr>
<td>Federal Express Delivery of Bulk Cards</td>
<td>Price Quote</td>
</tr>
<tr>
<td>Basic Card Design</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>Ultragraphic Card Design</td>
<td>$500 one time fee (waived)</td>
</tr>
<tr>
<td>Full Customized Plastic and re-order</td>
<td>Price Quote</td>
</tr>
<tr>
<td>Returned Check Fee</td>
<td>$25 per occurrence</td>
</tr>
<tr>
<td>ACH Return</td>
<td>$25 each after first occurrence</td>
</tr>
<tr>
<td>Phase Payment</td>
<td>$15 each after first occurrence</td>
</tr>
<tr>
<td>Statement Reprinting</td>
<td>$2 per statement after three occurrences. Free through certain software products selected by Customer.</td>
</tr>
<tr>
<td>Other</td>
<td>For information, copies or other reports not specified in this Addendum, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.</td>
</tr>
<tr>
<td>Software Initial Training</td>
<td>Commerce Bank uses a 'train the trainer' model. General training occurs with either in-person or WebEx/Phone training with the Program Administrators. The Program Administrators, in turn, train the cardholders and system users on the chosen reporting and maintenance application. Additional Program Administrator training can be conducted via WebEx/Phone at no additional charge. Cardholder and system user training via WebEx/Phone will be charged at $250/hour. In-person training sessions (after initial Program Administrator software training) will be charged at $250/hour.</td>
</tr>
</tbody>
</table>

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hour plus travel expenses and appropriate travel notice is requested for training.

**Reporting and Maintenance Tool Options**

**ControlPay Advanced**

<table>
<thead>
<tr>
<th>Implementation Fee**</th>
<th>$5,000 WAIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Maintenance Fee**</td>
<td>$500 WAIVED</td>
</tr>
<tr>
<td>Routine maintenance and upgrades</td>
<td>NO CHARGE</td>
</tr>
<tr>
<td>Initial web-based or phone training for Administrators*</td>
<td>NO CHARGE</td>
</tr>
</tbody>
</table>

**Customized Programming**

- AP File Layouts
  - Standard – No Charge
  - Custom – in those instances where this effort will generate a cost over $3,000, Commerce will obtain a price quote for Customer.
- Reconciliation Reports
  - Standard – No Charge
  - Custom – Commerce will obtain a price quote for Customer.
- Other Custom Programming
  - Commerce will obtain a price quote for Customer unless development is mutually agreed upon by Customer and Commerce.

Development hours beyond the initial 10 hours is typically charged at a rate of $150.00 per hour.

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**Payment Schedule**

Commerce will generate a billing statement on a periodic basis as outlined below. All amounts owing on the Commercial Cards, including fees and charges, shall be due and payable in full on a grace period as outlined below, after the date of such statement. The statement will be transmitted to the Employee Cardholder or to Customer via U.S. Mail or made available by an alternative means as agreed upon by both parties.

<table>
<thead>
<tr>
<th>Billing Frequency</th>
<th>Grace Period in Days</th>
<th>Payment Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly</td>
<td>3</td>
<td>AutoPay</td>
</tr>
</tbody>
</table>

**REVENUE SHARING**

1. **Revenue Share**

   (a) Commerce will pay Customer a revenue share on a monthly basis.
   
   (b) Total Monthly Net Volume is defined as gross purchases less credits, cash advance amounts, and fraudulent transaction amounts.
   
   (c) Monthly payments are based on the matrix schedule below. Payment tiers are calculated on total monthly net volume and will be made 3 months in arrears.

<table>
<thead>
<tr>
<th>Monthly Net Volume</th>
<th>Corresponding Annual Net Volume</th>
<th>3 Day Grace</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0 - $666,666</td>
<td>$0 - $8,000,000</td>
<td>124 bps</td>
</tr>
<tr>
<td>$666,667 - $1,333,332</td>
<td>$8,000,001 - $16,000,000</td>
<td>128 bps</td>
</tr>
<tr>
<td>$1,333,333 - $2,000,000</td>
<td>$16,000,001 - $24,000,000</td>
<td>131 bps</td>
</tr>
<tr>
<td>$2,000,001 - $2,500,000</td>
<td>$24,000,001 - $30,000,000</td>
<td>133 bps</td>
</tr>
<tr>
<td>$2,500,001 +</td>
<td>$30,000,001 +</td>
<td>135 bps</td>
</tr>
</tbody>
</table>
2. Adjusting Revenue Share.
   (a) Commerce will suspend revenue share payments for Central Billed accounts that become delinquent.
   (b) In addition, Commerce reserves the right to withhold or alter revenue share payments if any of the following instances occur:
       (i) If the average transaction (the gross dollar amount of purchases divided by total number of transactions) is below $600.
       (ii) If Customer’s average Interchange Rate falls below 2.25%.
       (iii) If Interchange Rates are significantly altered by Visa and / or MasterCard.
       (iv) Commerce may adjust Revenue Share dollars resulting from fraudulent transactions.
   (c) Large Ticket Interchange (LTI) and Level 3 Interchange (L3) volume will be paid on the following levels, except for those volume tiers that do not qualify for Revenue Share payments: LTI 0.40% and L3 0.60%.
   (d) Commerce may (without written notice) adjust the revenue sharing percentages, as provided below, at the end of each calendar quarter following the Agreement Effective Date.
       (i) Adjustments are based on the Prime Rate, as published in The Wall Street Journal “Money Rates” column on the last business day of the month immediately preceding the first day of the applicable billing cycle.
       (ii) Adjustments to revenue share based on Prime Rate fluctuations are not applicable while Prime Rate remains at, or below, the established 4.00% floor.
       (iii) When the Prime Rate exceeds 4.00%, Commerce will adjust the revenue share percent payable using the grid below. Commerce will use the same grid to determine subsequent revenue share adjustments should the Prime Rate increase or decrease from any newly established Prime Rate level in future quarters.
       (iv) The Established Prime Rate at the time of this contract is 3.25%.

<table>
<thead>
<tr>
<th>Billing Cycle</th>
<th>Grace Period</th>
<th>Change in Prime Rate</th>
<th>Revenue Share Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly</td>
<td>3 Day</td>
<td>0.50%</td>
<td>0.010%</td>
</tr>
</tbody>
</table>

For example, if Prime Rate is 5.00% at the end of a calendar quarter and the Customer has a Weekly Billing Cycle and a 3-Day Grace Period, Commerce will reduce percentages in all revenue share tiers by 2 basis points (0.02%).

**All line items noted with a “***” are the costs associated with establishing the Program as referenced in Paragraph 7 of the Agreement.**

*The remainder of this page has been intentionally left blank. Signatures are on the following page.*
IN WITNESS WHEREOF, this Addendum A has been executed by the duly authorized officers of the parties hereto, and this Addendum A supersedes any prior Addendum A.

"Commerce"
Commerce Bank, N.A. (Kansas City, MO)

By: [Signature]
Title: Vice President
Date: 7-4-2011

"Customer"
University Medical Center of Southern Nevada

By: Kathleen Silver
Title: Chief Executive Officer
Date:

By: Lawrence Weekly
Title: Chair of Board of Hospital Trustees of County of Clark, Nevada/University Medical Center of Southern Nevada
Date: 7-4-2011

County of Clark, Nevada
Board of County Commissioners

By: Susan Brager
Title: Chair of Board of County Commissioners of Clark County, Nevada
Date:
ADDENDUM B
Election of On-Line Services

Customer has elected certain On-Line Service(s) (each a “Service,” collectively, the “Services.”) The Services are Internet based customer service offerings that enable Customers to inquire about accounts and transaction information, submit account change requests and download information about credit card accounts, among other capabilities. The terms and conditions of the Agreement, including, without limitation, the provisions regarding Liability, govern the use of each Service. Customer understands and accepts the risks inherent in the use of the Internet for each Service, including the potential for the risk of loss. Except as may otherwise be provided in paragraph 9 of the Agreement, Commerce is not responsible for any loss associated with the Customer’s use of any Service. By electing a Service, Customer agrees to pay the fees associated with the Service as listed in Addendum A. In addition, Customer agrees to use each Service only as provided in the User Guide relating to the Service in effect from time to time (the “User Guide”) and according to the provisions contained in the Service License Agreement, if any, between Customer and the Service provider.

Use of any Service will require a user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the user name and password as authorization for any transaction initiated using each Service. Customer is responsible for all transactions initiated or authorized using any Service. The password Customer selects is for its use and protection. Customer agrees to: (a) not disclose the password or otherwise make it available to anyone else; (b) use the password as instructed in the User Guide; (c) be liable for the password and for its use as described in the Agreement and/or the User Guide.

If Customer permits any person other than the Administrator to make use of any Service to perform any duty or responsibility of the Administrator, Customer will have authorized that person to act as an Administrator. Customer will be responsible for all transactions initiated or authorized by that additional or new Administrator using any Service. In addition, Customer must execute and deliver proper documentation authorizing this additional or new Administrator to act for and on behalf of Customer, and Customer must provide such other documentation as may be requested by Commerce.

[The remainder of this page has been intentionally left blank. Signatures are on the following page.]
IN WITNESS WHEREOF, this Addendum B has been executed by the duly authorized officers of the parties hereto and this Addendum B supersedes any prior Addendum B.

"Commerce"
Commerce Bank, N.A. (Kansas City, MO)
By: [Signature]
Title: 
Date: 2-04-2011

"Customer"
University Medical Center of Southern Nevada
By: 
Title: Chief Executive Officer
Date: ______________________

By: 
Lawrence Weekly
Title: Chair of Board of Hospital Trustees of County of Clark, Nevada/University Medical Center of Southern Nevada
Date: ______________________

County of Clark, Nevada
Board of County Commissioners
By: 
Susan Brager
Title: Chair of Board of County Commissioners of Clark County, Nevada
Date: ______________________
EXHIBIT I
Corporate Resolution to Obtain Credit Card

(See attached)
Corporate Resolution
To Obtain Commercial Card Accounts

The undersigned, ____________________________, the Secretary of the Board of County Commissioners of County of Clark, Nevada, a political subdivision of the State of Nevada ("County"), does hereby certify that the following resolutions were duly and regularly passed and adopted by the Board of County Commissioners of County, at a meeting duly called, on the _____ day of ____________, 20__, and such resolutions are still in full force and effect and have not been amended or revoked.

RESOLVED, that any one of the following (collectively, the "Authorized Signatories"):  

________________________________________________________________________

be and each hereby is authorized, directed and empowered to establish commercial card accounts ("Accounts") with Commerce Bank, N.A. (Kansas City, Missouri) (herein called "Commerce"), to incur debt (in the form of a line of credit established by Commerce for County) associated with the Accounts, and to execute all documents to effectuate this purpose which h/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

FURTHER RESOLVED, that any one of the Authorized Signatories may from time to time request Commerce to issue commercial cards to any person in connection with any of the Accounts.

FURTHER RESOLVED, that any one of the Authorized Signatories may from time to time appoint an Administrator to assist Commerce in the administration of the Program as provided in the Agreement (each such term as defined in the Agreement).

FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the Authorized Signatories named herein.

The undersigned further certifies that the specimen signatures appearing below are the signatures of the Authorized Signatories authorized to sign for County by authority of these resolutions.

SPECIMEN SIGNATURES:

<table>
<thead>
<tr>
<th>NAME (typed)</th>
<th>TITLE (typed)</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I have hereunto set my hand as __________________________ Secretary of County and affixed the seal of County this _____ day of ____________, 20__.

(SEAL)  
SECRETARY: __________________________

3/2010
Corporate Resolution
To Obtain Commercial Card Accounts

The undersigned, Lawrence Weekly, the Chairman ("Chairman") of the Board of Hospital Trustees of University Medical Center of Southern Nevada, a county owned hospital established in accordance with Chapter 450 of the Nevada Revised Statutes ("Customer"), does hereby certify that the following resolutions were duly and regularly passed and adopted by the Board of County Commissioners sitting as the University Medical Center of Southern Nevada, Board of Hospital Trustees at a meeting duly called, on the _____ day of ____________, 20__, and such resolutions are still in full force and effect and have not been amended or revoked.

RESOLVED, that any one of the following (collectively, the “Authorized Signatories”):
Kathleen Silver, CEO or her successor
George Stevens, CFO or his successor
Floyd Stevens, Controller or his successor
Lawrence Weekly, Chairman or his successor

be and each hereby is authorized, directed and empowered to establish commercial card accounts ("Accounts") with Commerce Bank, N.A. (Kansas City, Missouri) (herein called "Commerce"), to incur debt (in the form of a line of credit established by Commerce for Customer) associated with the Accounts, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

FURTHER RESOLVED, that any one of the Authorized Signatories may from time to time request Commerce to issue commercial cards to any person in connection with any of the Accounts.

FURTHER RESOLVED, that any one of the Authorized Signatories may from time to time appoint an Administrator to assist Commerce in the administration of the Program as provided in the Agreement (each such term as defined in the Agreement).

FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the Authorized Signatories named herein.

[The remainder of this page has been intentionally left blank.]
The undersigned further certifies that the specimen signatures appearing below are the signatures of the Authorized Signatories authorized to sign for Customer by authority of these resolutions.

**SPECIMEN SIGNATURES:**

<table>
<thead>
<tr>
<th>NAME (typed)</th>
<th>TITLE (typed)</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kathleen Silver</td>
<td>CEO</td>
<td></td>
</tr>
<tr>
<td>George Stevens</td>
<td>CFO</td>
<td></td>
</tr>
<tr>
<td>Floyd Stevens</td>
<td>Controller</td>
<td></td>
</tr>
<tr>
<td>Lawrence Weekly</td>
<td>Chairman</td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I have hereunto set my hand as Chairman of Customer this _____ day of __________, 20__.  

LAWRENCE WEEKLY, Chairman of the  
Board of Hospital Trustees of University  
Medical Center of Southern Nevada
EXHIBIT II
Credit Line Form

(See attached)
Credit Line Form

The following figures best estimate what we are trying to accomplish with our Commerce Bank Commercial Card program.

Estimated Annual Spend: $30,000,000

Credit line needed: $812,000

Cycle Type: Weekly billing, 3-day grace

While these are estimates for my program, I believe it accurately outlines the goals of our Commercial Card program.

University Medical Center of Southern Nevada

By: ______________________
    Kathleen Silver

Title: Chief Executive Officer

Date: ______________________

By: ______________________
    Lawrence Weekly

Title: Chair of Board of Hospital Trustees of County of Clark, Nevada/University Medical Center of Southern Nevada

Date: ______________________

County of Clark, Nevada
Board of County Commissioners

By: ______________________
    Susan Brager

Title: Chair of Board of County Commissioners of Clark County, Nevada

Date: ______________________
EXHIBIT III
Program Administrator Delegation

(See attached)
Program Administrator Delegation

The Commerce Bank Commercial Card Agreement, dated between Commerce Bank, N.A. (Kansas City, MO) ("Commerce") and University Medical Center of Southern Nevada states:

Program Administrator. Customer, upon signing this agreement, shall designate one or more of its employees (individually and collectively, the "Administrator") to assist Commerce in the administration of the Program.

In accordance with the above, the individuals listed below are designated as Administrator(s), for University Medical Center of Southern Nevada. Each hereby is authorized to establish credit card accounts "(Accounts") with Commerce. The undersigned further certifies that these Administrator(s) are authorized to conduct the Program Administration activities for this corporation by authority of this letter including, but not limited to opening new accounts.

<table>
<thead>
<tr>
<th>Individual</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Authorized Person ........................................ Date

Print Name

Title
ELECTRONIC PAYMENT AUTHORIZATION
(CORPORATE TRANSACTIONS)

Commerce Bank

Company Name: ________________________________

This electronic payment authorization by ________________________________ (herein referred to as "Company") authorizes Commerce Bank, N.A. (herein referred to as "Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any entries in error to the checking account indicated held at the depository financial institution named below, herein referred to as "Depository," and to debit and/or credit the same to such account. Company acknowledges that the origination of ACH transactions to Company's account must comply with the provisions of U.S. law.

Account Information (Please print)

Depository (Bank) Name: ____________________________________________

City & State: _______________________________________________________

Account #: _________________________________________________________

Routing/Transit #: _________________________________________________

Account Title: _____________________________________________________

This authority is to remain in full force and effect until Commerce has received written notification from Company of its termination in such time and in such manner as to afford Commerce and Depository a reasonable opportunity to act on it. In no event shall such termination be effective as to entries processed prior to receipt of such notice. Commerce may terminate this agreement at any time.

Company: _________________________________________________________

By: _______________________________________________________________

Signature and Date: _________________________________________________

Title: ____________________________________________________________

Address for notice: ________________________________________________


Commerce Bank, N.A.
Address for notice: Commerce Bank, N.A.
Attn: Michelle Moore
P.O. Box 411036
Kansas City, MO 64179-9840

Fax: 816-760-7935

To locate the Routing/Transit # and Account # on your checks, please refer to the image to the right.
- The Routing/Transit # is located between the $ symbols.
- The Account # is generally located to the right of the Routing/Transit #.
EXHIBIT V
Electronic Reimbursement Revenue Share (Corporate Transactions)

(See attached)
ELECTRONIC REIMBURSEMENT AUTHORIZATION
REVENUE SHARE
(CORPORATE TRANSACTIONS)

Commerce Bank
Company Name: ____________________________

This electronic reimbursement authorization by ____________________________ (herein referred to as "Company") authorizes Commerce Bank, N.A. (herein referred to as "Commerce") to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any entries in error to the checking account indicated held at the depository financial institution named below, herein referred to as "Depository," and to credit and/or debit the same to such account. These entries will be for payment of revenue share due to Customer or for necessary adjustment entries from Commerce. Company acknowledges that the origination of ACH transactions to Company's account must comply with the provisions of U.S. law.

Account Information (Please print)

Depository (Bank) Name: ____________________________
City & State: ____________________________
Account #: ____________________________
Routing/Transit #: ____________________________
Account Title: ____________________________

This authority is to remain in full force and effect until Commerce has received written notification from Company of its termination in such time and in such manner as to afford Commerce and Depository a reasonable opportunity to act on it. In no event shall such termination be effective as to entries processed prior to receipt of such notice. Commerce may terminate this agreement at any time.

Company
By: ____________________________
Signature and Date
Title: ____________________________
Address for notice: ____________________________

Commerce Bank, N.A.
Address for notice: Commerce Bank, N.A.
Attn: Michelle Moore
P.O. Box 411036
Kansas City, MO 64179-9640
Fax: 816-780-7935

To locate the Routing/Transit # and Account # on your checks, please refer to the image to the right.
- The Routing/Transit # is located between the symbols.
- The Account # is generally located to the right of the Routing/Transit #.
EXHIBIT VI
Form W-9 – Request for Taxpayer Identification Number and Certification

(See attached)
Form W-9
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: [ ] Individual/Sole proprietor [ ] Corporation [ ] Partnership
[ ] Limited liability company. Enter the tax classification (S=disregarded entity, C=corporation, P=partnership)

[ ] Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester’s name and address (optional)

List account number(s) here (optional)

Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

[ ]

OF

Employer Identification number

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an Individual Retirement Arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
• An estate (other than a foreign estate), or
• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

• The U.S. owner of a disregarded entity and not the entity,
• The U.S. grantor or other owner of a grantor trust and not the trust, and
• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
   1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
   2. The treaty article addressing the income.
   3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
   4. The type and amount of income that qualifies for the exemption from tax.
   5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What Is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:
   1. You do not furnish your TIN to the requester,
   2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
   3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
   4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
   5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see Special rules for Form W-9.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions
Name
If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

 Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company (LLC)” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee
If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.
Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:
1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h)(2).
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:
6. A corporation, 
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for...</th>
<th>THEN the payment is exempt for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 9</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,0001</td>
<td>Generally, exempt payees 1 through 7 1</td>
</tr>
</tbody>
</table>

1See Form 1099-MISC, Miscellaneous Income, and its Instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation and reportable on Form 1099-MISC, are not exempt from backup withholding: medical and health care payments, attorney’s fees, and payments for services paid by a federal executive agency.

---

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments and certain payments made with respect to readily tradeable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution.** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

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**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. Other payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage Interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The individual owner of the account or, if contributed funds, the first individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minor Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>4.a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>4.b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>For this type of account:</td>
<td>Give name and EIN of:</td>
</tr>
<tr>
<td>6. Disregarded entity not owned by an individual.</td>
<td>The owner</td>
</tr>
<tr>
<td>7. A valid trust, estate, or pension trust.</td>
<td>The legal entity</td>
</tr>
<tr>
<td>8. Corporate or LLC electing corporate status on Form 8832</td>
<td>The corporation</td>
</tr>
<tr>
<td>9. Association, club, religious, charitable, educational, or other tax-exempt organizations</td>
<td>The organization</td>
</tr>
<tr>
<td>10. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>11. A broker or registered nominee</td>
<td>The broker, or nominee</td>
</tr>
<tr>
<td>12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</td>
<td>The public entity</td>
</tr>
</tbody>
</table>

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
2 Circle the filer's name and furnish the filer's SSN.
3 You must show your Individual name and you may also enter your business or "DBA" name on the second line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
4 List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the person or representative or trustee unless the legal entity itself is not designated as the owner.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via email. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT (438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal inordinate criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.
DISCLOSURE OF OWNERSHIP/PRINCIPALS

<table>
<thead>
<tr>
<th>Type of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
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<tr>
<td>Partnership</td>
</tr>
<tr>
<td>Limited Liability Corporation</td>
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<tr>
<td>Corporation</td>
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<tr>
<td>Trust</td>
</tr>
<tr>
<td>X Other National Bank</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Designation Group (For informational purposes only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE</td>
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<tr>
<td>WBE</td>
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<tr>
<td>SBE</td>
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<tr>
<td>PBE</td>
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<tr>
<td>LBE</td>
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<tr>
<td>NBE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Business Enterprise</th>
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</thead>
<tbody>
<tr>
<td>Women-Owned Business Enterprise</td>
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<tr>
<td>Small Business Enterprise</td>
</tr>
<tr>
<td>Physically Challenged Business Enterprise</td>
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<tr>
<td>Large Business Enterprise</td>
</tr>
<tr>
<td>Nevada Business Enterprise</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>Commerce Bank N.A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Include d.b.a., if applicable)</td>
<td>Commerce Bank</td>
</tr>
<tr>
<td>Business Address:</td>
<td>1000 Walnut, Kansas City, Mo., 64105</td>
</tr>
<tr>
<td>Business Telephone:</td>
<td>816.234.2000</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Michael.oconnor@commercabank.com">Michael.oconnor@commercabank.com</a></td>
</tr>
<tr>
<td>Business Fax:</td>
<td>816.234.1704</td>
</tr>
<tr>
<td>Local Business Address:</td>
<td>Email:</td>
</tr>
<tr>
<td>Local Business Telephone:</td>
<td></td>
</tr>
<tr>
<td>Local Business Fax:</td>
<td></td>
</tr>
</tbody>
</table>

All non-publicly traded corporate business entities must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

"Business entities" include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s). Full Name | Title | % Owned (Not required for Publicly Traded Corporations)

Please see the attached document for a listing of Commerce Bank N.A's list of Corporate Officers and Board of Directors.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - Yes  ☑ No  (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
   - Yes  ☑ No  (If yes, please disclose on the attached Disclosure of Relationship form.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: Shawna Wright  Print Name: Shawna Wright
HR Manager  512810

RFP No. 2010-14 Electronic Vendor Payment Final  39
Kansas City Board of Directors for Commerce Bank

The following is a listing of Commerce Bank's Board of Directors.

Kevin Barth, President
Jonathan Kemper, Vice Chairman
David Kemper, Chairman of the Board
Charles Kim, Executive Vice President
Seth Leadbeater, Vice Chairman
Robert Matthews, Executive Vice President
Edward J. Reardon, Vice Chairman