

AMENDMENT NO. 1

This Amendment No. 1 is made as of May 1, 2012 to the Master Services Agreement dated as of August 1, 2012 (the "Agreement") between CDS Global, Inc. ("CDS Global") with its principal place of business at 1901 Bell Avenue, Des Moines, Iowa 50315-1099, and Town of Prescott Valley ("Client"), a municipal corporation, with its principal place of business at 7501 E. Civic Circle, Prescott Valley, Arizona 86314. All terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

The Agreement is hereby amended as follows:

1. Section 2 of Part I to Exhibit A to the Agreement is hereby amended and restated in its entirety to read as follows:

"2. Term.

The Term of this Agreement shall continue until June 30, 2014 (the "Term"). Thereafter, with mutual written consent of both parties, the term may renew for one additional year (the "Renewal Term"). When used in this Exhibit A, "year" shall mean a consecutive twelve (12) month period."

2. Section 2.2 of Part II to Exhibit A to the Agreement is hereby amended and restated in its entirety to read as follows:

2.2 Transactions

(i)	Image Retail Single	\$0.128 per item
(ii)	Image Multiple	\$0.172 per item
(iii)	Image Check Only's/Check List	\$0.214 per item
(iv)	Non-processable Items*	\$0.0752 per item
(v)	Transmission Charge	\$160.68 per month per Client
(vi)	Clerical Rate.....	\$29.87 per hour

Includes non-standard processing requested and approved by Client.

*Non-processable items include, but are not limited to: change of address, customer service notes, letters, etc. that are not to be processed by CDS Global."

3. The first sentence of Section 2.3 of Part II to Exhibit A to the Agreement is hereby amended and restated in its entirety to read as follows:

"Requests from Client for special programs or reports will be quoted individually in advance based on the rate of \$128.75 per hour."

4. The first sentence of Section 2.4 of Part II to Exhibit A to the Agreement is hereby amended and restated in its entirety to read as follows:

"If Client requests electronic presentment Services as described in Section 1.4, a charge of \$0.011 per check item transmitted electronically will apply*."

5. The charge in Section 2.5 (ii) of Part II to Exhibit A to the Agreement is hereby amended and restated in its entirety to read as follows:

"(ii) Web Image Archive.....\$0.011 per image"

6. Section 2.6 of Part II to Exhibit A to the Agreement is hereby amended and restated in its entirety to read as follows:

“As set forth in Section 1.3, CDS Global will transport response documents to Client’s facility every twenty (20) Business Days for a fee of \$15.45 per delivery.”

7. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment No. 1 is hereby approved and accepted as of the date first above written on behalf of the parties to the Agreement as evidenced by the signatures of their duly authorized representatives:

CDS GLOBAL, INC.

TOWN OF PRESCOTT VALLEY

By: _____

By: _____

(print)

(print)

Title: _____

Title: _____