BMO EPURCHASING SOLUTIONS
CORPORATE MASTERCARD PROGRAM
MEMBER ACCOUNT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 20__, Between City of Riviera Beach Florida with its principal office at 600 W. Blue Heron Blvd. Riviera Beach, Florida 33404 (the *"Member"*) and BANK OF MONTREAL, a Canadian chartered bank with a branch at 115 South LaSalle Street, Chicago, IL 60603 (the *"Bank"*).

THE PARTIES AGREE AS FOLLOWS:

SECTION 1. MEMBER ACCOUNT AND CARDS.

The Bank has established a Corporate MasterCard program with PFM Financial Services LLC. (the *"Association"*) for its qualified members. The Association has requested that the Bank establish a MasterCard account for you and the Bank has agreed to do so.

This Agreement between the Member and the Bank and the Agreement between the Bank and the Association set forth the terms and conditions under which the Bank will make its Corporate MasterCard program available to the Member.

Section 1.1. The Bank will establish a MasterCard®* account for the Member (the *"Member Account"*) under the Bank's Corporate MasterCard program with the Association as indicated in Schedule 1 with the initial credit limit of U.S. $ 100,000 (the credit limit of the Member Account in effect at any time is herein called the *"Member Credit Limit"*). The Bank shall lend money to the Member and its Cardholders (as defined below) up to the Member Credit Limit by way of charges to the Member Account in accordance with this Agreement. The Bank reserves the right, in its sole discretion, to modify the Member Credit Limit and the Cardholder Credit Limits at any time.

The Member agrees that the Member Account is to be used for business purposes, and not for personal, family, or household purposes (non-business purposes). Member will notify its Cardholders of the prohibition against use for non-business purposes when the Card is issued and periodically thereafter during the term of this Agreement. Member agrees that regardless of the purposes for which the Member Account is used to make purchases, all such transactions, interest, fees and related charges shall be paid to the Bank by the Member in accordance with the terms of this Agreement.

Section 1.2. The Member may request the Bank to issue a MasterCard card or card numbers (*"Cards"*) on the Member Account to employees designated by the Member. Each such request (a *"Request"*) shall be in a form attached as Schedule "2" and shall be duly completed and signed by the designated employee and, on behalf of the Member, by a Program Administrator (as defined below) as required by the Bank from time to time and shall be submitted by a Program Administrator.

Section 1.3. Upon receipt by the Bank of a Request in respect of an employee, the Bank will issue a Card on the Member Account to the employee, embossed with the name of the employee (the *"Cardholder"*) and the Member's name and/or identifier. The Bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

In addition, at the Member's request, the Bank may issue each Cardholder a personal identification number (a *"PIN"*) enabling the Cardholder to use the Card at automated teller machines (*"ATMs"*) accessible with the Card to obtain cash advances and effect transactions on the Member Account. The Member shall instruct each Cardholder not to disclose the Cardholder's PIN to any other person. Transaction records issued by an ATM are solely for the Member's convenience and in the event of any dispute as to the accuracy of such records, the Bank's internal records are presumptively correct and Member must establish by clear and convincing evidence that such records are in error.

Section 1.4. The Member shall establish and set out in each Request a credit limit for the Card (the *"Card Limit"*) to be issued to the employee designated in the Request, subject to limitations which may be set by the Bank. A portion of this Card Limit is available for Cash Advances. The aggregate of all Card Limits for issued Cards shall not exceed the Member Credit Limit.

SECTION 2. CHARGES AND FEES.

Section 2.1. Subject to the provisions hereof, the Cardholder may use the Card to charge to the Member Account (a) the price of goods or services obtained from a merchant or supplier honoring the Card, by means of payment or settlement by the Bank to the merchant or supplier (a *"Purchase"*); or (b) cash advances obtained through the use of the Card either directly from the Bank, through use of an ATM, or through another financial institutions honoring the Card; or purchase a money order, travelers check or similar item (a *"Cash Advance"*); *provided,* each such Purchase and Cash Advance must be for a business purpose. Any such use of a Card which results in a Charge (as defined below) to the Member Account, whether or not the Card was presented to a merchant or supplier (such as Internet, mail or telephone order Purchases) or the Cardholder's signature was obtained, or by use of a PIN, is herein called a *"Transaction."*

Section 2.2. The Bank will maintain a sub-account of the Member Account for each Card (a *"Card Account"*). The Bank shall record all Transactions with respect to each Card, as well as all interest, fees, service charges, credits and adjustments relating to such Card or its use on the Card Account maintained for such Card. All Transactions, interest, fees and service charges posted to the Member Account, including by recording them on individual Card Accounts, shall constitute a charge to the Member Account (a *"Charge"*).

Section 2.3. The annual Card fee for each Card and the service charges set forth in Schedule 1 shall apply .

For each Cash Advance, the Bank adds an additional service charge as set forth in Schedule 1. This fee will be added to the Cash Advance balance. The amount of the Cash Advance also may include a surcharge that the ATM owner imposes.

Section 2.4. Upon receipt of a credit issued by a merchant or supplier for Purchases charged to the Member Account, the Bank shall post the credit to the Card Account. If the Bank does not receive the credit prior to the time the related charge is included in a monthly Card Account Statement (as defined below), the amount of the related charge shall be paid by the Payment Due Date.

Section 2.5. The Bank and MasterCard International convert any Card Transaction made in a currency other than U.S. dollars to U.S. dollars. MasterCard International uses the MasterCard International conversion rate in effect on the day the Transaction is posted to the Card Account (currently either a wholesale market rate or a government-mandated rate) and adds a MasterCard International conversion charge. The Bank then adds the Bank's current foreign exchange markup. The MasterCard International conversion rate and charge may not be the same as existed on the day of the Transaction. The amount of the Transaction after conversion (including foreign exchange markup) is shown on the Card Account Statement as either a Purchase or Cash Advance. However, if a foreign currency Transaction is refunded to a Card Account, the MasterCard conversion rate used to convert the refund to the currency of the card is the rate that the Bank pays to MasterCard International Inc. minus the markup percentage that the Bank discloses to the Customer from time to time. This rate may not be the same as the rate that existed on the date the Transaction was refunded. For these reasons, the amount that is credited to a Card Account for a refund of a foreign currency Transaction will, in most cases, be less than the amount that was originally charged to the Card for that Transaction.

SECTION 3. STATEMENTS, PAYMENTS AND INTEREST.

Section 3.1. The Bank shall prepare monthly, as of the Monthly Billing Date, a Card Account statement (the *"Card Account Statement"*) for each Card Account in which there is an outstanding balance as of the Monthly Billing Date or in which a Charge has been posted during the period commencing the day after the immediately preceding Monthly Billing Date and ending on the current Monthly Billing Date (the *"Billing Period"*). The Bank may upon request by the Member send to each Cardholder the Card Account Statement for such Cardholder's Card Account. The Card Account Statement will include the Transactions and the outstanding balance.

Section 3.2. The Bank will prepare monthly, as of the same date in each month (the *"Monthly Billing Date"*), and will send to the Member an invoice (the *"Member Account Statement"*) showing the aggregate outstanding balance of the Member Account as of such Monthly Billing Date; if more than one invoice is sent, such aggregate outstanding balance will be the sum of all the invoices.

Section 3.3. Each month, the Member shall pay in full the aggregate outstanding balance of the Member Account shown on the Member Account Statement on or before the Payment Due Date in respect of such Member Account Statement, which Payment Due Date shall be the number of days after the Monthly Billing Date set out in Schedule 1. Payments must be made in U.S. Dollars. On the Payment Due Date, as agreed by the parties, the Bank shall either (i) debit the Member's specified U.S. dollar deposit account at Harris Trust and Savings Bank or one of

its affiliates; (ii) debit the Members Account with it's designated bank account; (iii) debit the Member's specified U.S. dollar deposit account at a U.S. financial institution; or (iv) Member shall pay in immediately available funds with a check or draft drawn on a U.S. financial institution for the balance shown on each Member Account Statement. Any amount not so paid on or before the applicable Payment Due Date shall be considered past due and such non-payment shall constitute a default by the Member.

Section 3.4. Interest shall be charged on the amount of all Purchases, fees and service charges from the date posted to the Member Account, and from the date of the advance for Cash Advances. Interest shall be charged at the annual rate(s) defined in Schedule 1 (the *"Card Rate(s))."* Interest is calculated on a daily basis by multiplying each daily interest-bearing balance of Charges in each Card Account by a daily rate of interest. The daily rate of interest is equal to the applicable Card Rate divided by the actual number of days in the year (365 or 366, as the case may be).

Section 3.5. The Bank will waive the interest charges on Purchases, fees and service charges if the Bank receives payment in full at its MasterCard Payment Center of the aggregate outstanding balance of the Member Account on or before the Payment Due Date each month. The Bank will not waive interest charges on Cash Advances.

Section 3.6. If the Bank receives any payment in an amount less than the outstanding balance of the Member Account shown on a Member Account Statement, the Bank may apply such partial payment to the Card Accounts as the Bank elects. In respect of any Card Account, any payment will be applied towards Charges which have been included in a Member Account Statement in the following order: (a) interest, (b) fees and service charges, (c) Cash Advances (d) interest-bearing Purchases, (e) non-interest-bearing Purchases; the remainder, if any, will then be applied towards Charges which have not yet been included in a Card Account Statement in the same order as shown above. The Bank may accept payments that are marked with restrictive endorsements such as "payment in full" without losing any of its rights under this Agreement. Any payment tendered with a restrictive endorsement must be sent to the Bank's address for customer service to be effective in accordance with Section 3-311 of the Uniform Commercial Code.

Section 3.7. The Member shall pay all Charges included in a Member Account Statement notwithstanding that the Member or a Cardholder disputes with the Bank any Charge or other particular. In the event of any such dispute with the Bank, the Member will follow the Customer Service Procedures outlined in Schedule 1.

Section 3.8. The Member shall examine each monthly Member Account Statement, and shall ensure each Cardholder examines each monthly Card Account Statement, upon receiving it. If the Member does not notify the Bank of an error or omission with regard to any Charge to the Member Account included in or itemized on such monthly statements within sixty (60) days after the Monthly Billing Date in respect of such statement, the Member agrees that such Member Account Statement and related Card Account Statements shall be deemed presumptively to be correct and Member must establish by clear and convincing evidence that such Card Account Statement is in error.

Section 3.9. U.S. Internal Revenue Code (IRC) Section 1441 requires the withholding of tax on certain payments to foreign persons. For U.S. tax purposes, the Bank is a foreign person. However, IRC Regulation 1.1441-1(b)(2)(ii) provides that no withholding is required on payments made to a U.S. financial institution acting as agent for the foreign person. Harris Trust and Savings Bank, a wholly owned subsidiary of the Bank is receiving all payments made under this agreement as agent for the Bank. Harris Trust and Savings Bank will comply fully with all obligations to withhold under IRC Section 1441 and Regulation 1-1441-(1). Additionally, Harris Trust and Savings Bank as a U.S. financial institution will complete an IRS Form W-9, Request for Taxpayer Identification Number and Certification upon request.

SECTION 4. MEMBER AND CARDHOLDER LIABILITY.

Section 4.1. The Member shall be liable to the Bank for, and agrees to pay the Bank, all Charges to the Member Account, even if the aggregate of all outstanding Charges is in excess of the Member Credit Limit or in excess of any Card Limit, and even if as between the Member and a Cardholder any Charge resulted from improper use of a Card by the Cardholder.

Section 4.2. Notwithstanding 4.1, MasterCard currently provides MasterCoverage™* program for the benefit of issuers of corporate Cards and the corporate sponsors (such as the Member). Based on the MasterCoverage program, the Bank agrees to waive the Member's liability for certain wrongful Card transactions by Cardholders who are no longer employed by the Member. The type and amount of such Card transactions which qualify for such waiver of Company liability shall be determined by the MasterCoverage program and shall be governed by the terms, exclusions, and conditions of such programs as established from time to time by the underwriters, including but not limited to the condition that the Member meet all of its obligations to make a qualifying claim under the applicable program. The Member acknowledges having received from the Bank of the MasterCoverage Program description outlining such obligations of the Member and the current conditions, limitations, and exclusions applicable to such programs. The Bank may terminate this liability waiver at any time upon written notice to the Member in the event that the related MasterCoverage Program is terminated.

Section 4.3. In the event of possible loss, theft or unauthorized use of Card, the Member agrees to notify the Bank by phone at (800) 361-3361 or fax notice to the Bank at (888) 224-5393. Promptly following receipt of such notice, the Bank shall place a hold on the affected Cardholder Account and the Member shall have no further liability for unauthorized use of such Card or Cardholder Account which does not benefit the Member. The Member shall be liable for any unauthorized use of the Card prior to the time the Bank receives notice. Unauthorized use does not include use by a person whom the Member or Cardholder has given authority to use the Member Account. Member will be liable for all use by such a person. The Member will be liable for any use authorized by the Member or a Cardholder until the Member has sent the Bank written notice and destroyed and/or recovered and safeguarded the Card that the person was using. Member shall cooperate with Bank in its efforts to investigate unauthorized use.

However, in the event a Cardholder's PIN is disclosed to any unauthorised person, whether by a Cardholder's failure to maintain confidentiality of the PIN, failure to keep the PIN and the Card separate or otherwise, the Member shall be liable for all Transactions through use of the PIN whether or not incurred by the Cardholder.

SECTION 5. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE BANK.

Section 5.1. The Bank shall have sole discretion over the management, operation, content and features of its Corporate MasterCard program and the Cards. Subject to the terms of this Agreement, the Bank may modify any aspect of its Corporate MasterCard program.

Section 5.2. The Bank shall provide the Member with management information as indicated in Schedule 1. Subject to payment of additional fees which may apply, the Bank shall provide the Member with such other management information as the Bank makes available under its Corporate MasterCard program and the Member requests from time to time.

SECTION 6. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE MEMBER.

Section 6.1. The Member shall, and shall require its Cardholders to, abide by all written security instructions and directions (and telephone instructions in case of emergency) provided by the Bank from time to time.

Section 6.2. The Member designates each of the persons whose name, title, address and signature appear on Schedule 1 as its Program Administrator. A Program Administrator shall sign, on behalf of the Member, requests for the issuance of a Card, requests to cancel a Card, requests to modify Cardholder names, addresses, costs centers, departments etc., requests to adjust individual Card Limits (*"Requests"*), and other documentation in connection with the day-to-day operation and administration of the program under this Agreement. The Bank may deal with any Program Administrator in respect of all matters relating to the day-to-day operation and administration of the program under this Agreement, including requests for information the Bank may reasonably require for its management and operation of the program under this Agreement. All statements, invoices, management information, Cards and other correspondence which the Bank sends to the Member under this Agreement in connection with the day-to-day operation and administration of the program shall be sent to the attention of a Program Administrator. The Bank shall be entitled to rely without inquiry on any request or notice signed by any such Program Administrator and on any instructions, authorization or information received from such person. The Member may change the person or persons designated as Program Administrator by written notice to the Bank and any such change shall be effective upon receipt by the Bank of such notice.

Section 6.3. The Member shall be solely responsible for establishing and monitoring internal procedures or guidelines for its employees in respect of use of Cards by Cardholders. The Bank shall have no obligation to inquire or verify whether any use of a Card, or any Charge to the Member Account, is for business or non-business use or whether any Cardholder's use is in accordance with such internal procedures or guidelines regarding use of the Card.

Section 6.4. The Bank may allow a Program Administrator to submit Requests through the Internet, in which case the Bank will provide sign-in instructions, a user ID and a password to the Program Administrator. The Member shall protect the user ID and password from fraudulent use and shall immediately notify the Bank of any unauthorised disclosure of the user ID or password. Until such notification, the Bank may rely on any Request received using the user ID and password, and shall have no duty to confirm such Requests.

Section 6.5. The Bank may allow a Program Administrator to submit Requests through the Internet, in which case the Bank will provide sign-in instructions, a user ID and a password to the Program Administrator. If the Member appoints other Program Administrators from time to time, an existing Program Administrator may establish a user ID and password for the new Program Administrators. Program Administrators may change their passwords at any time, and will do so when required by the Bank. The Member shall protect each user ID and password from fraudulent use and shall immediately notify the Bank of any unauthorized disclosure of any user ID or password. Until such notification, the Bank may rely on any Request received using any user ID and password, and shall have no duty to confirm such Requests.

Section 6.6. The Member will provide its annual audited financial statements to the Bank within thirty (30) days of completion. The statements should be sent by U.S. mail or courier to:

Harris Bank
111 W. Monroe, 2nd Floor West
Chicago, IL 60690
Attention: Institutional Group

SECTION 7. CARDS AND CANCELLATION OF CARDS.

Section 7.1. All Cards remain at all times the property of the Bank and cannot be transferred. All Cards shall be surrendered to the Bank upon demand. Notwithstanding any other provision in this Agreement, the Bank may cancel or suspend the right to use any Card if the Bank detects unusual or suspicious activity.

Section 7.2. The Member may direct the Bank to cancel any Card at any time for any reason by providing a written Request to the Bank. The written Request must include the Cardholder's last known business address, home address and phone number. The Member shall continue to be liable for Charges made through use of any such Card made prior to the time the Bank receives the written Request.

SECTION 8. TERM AND TERMINATION OF AGREEMENT.

Section 8.1. The term of this Agreement shall commence as of the date of this Agreement and shall continue until terminated by either party in accordance with the provisions hereof; *provided, however*, this Agreement shall terminate immediately upon termination of the Corporate MasterCard Program Agreement between the Bank and the Association.

Section 8.2. Either the Bank or the Member may, upon at least thirty (30) days prior written notice to the other, terminate this Agreement.

Section 8.3. The Member or the Bank may immediately terminate this Agreement, without notice, in the event of the bankruptcy or insolvency of the other party or if the other party fails to make any payment when due under this Agreement or if the other party is in default in the performance of any of its other obligations. However, except in the event of bankruptcy or insolvency and except in the event any party fails to make any payment when due under this Agreement, if the default is readily curable, the party having the right to terminate in respect of such default may only exercise such right if the default remains uncured for ten (10) days after written notice of the default is given to the defaulting party. The right to terminate is in addition to any other right the non-defaulting party may have in respect of the default.

Section 8.4. Upon termination of this Agreement:

(a) all outstanding Cards shall be cancelled and all rights or benefits of the Member or any Cardholder with respect to the Cards shall be revoked or withdrawn;

(b) The Member shall continue to be liable for, and to pay, the aggregate of all Charges on each Card Account whether or not then posted to the Card Account or Member Account, including without limitation charges not yet incurred, accrued fees and interest accrued or to accrue, and all such charges shall immediately be due and payable by the Member, and

(c) All Cards shall be immediately returned to the Bank or, alternatively, the Member shall provide the Bank with a certificate, signed by a Program Administrator, certifying and warranting that all Cards which had been issued have been destroyed

SECTION 9. DISCLAIMERS.

Section 9.1. The Bank's Corporate MasterCard program including, without limitation, the management information reports provided to the Member is provided to the Member without representation or warranty as to accuracy of information provided.

The Member also acknowledges that some benefits or enhancements may be supplied by firms independent of the Bank and the Bank is not responsible or liable for anything in connection with those benefits or enhancements.

Section 9.2. The Bank is not liable for any claim made or loss or damages suffered by the Member arising directly or indirectly from the Member's use of the Bank's Corporate MasterCard program under this Agreement, except for damages which the Member suffers as a result of the Bank's gross negligence or willful misconduct related to the terms of this Agreement. In no event is the Bank liable for any special, indirect or consequential damages, including but not limited to, lost profits and lost revenues.

Section 9.3. The Bank always attempts to ensure that its Corporate MasterCard program will be operational, and to respect any available Card Limit or any available transaction limit per Card or per day or any other available limit requested by the Member. However, the Bank cannot warrant that the Corporate MasterCard program will be uninterrupted or error-free or that such limits will always be respected in each case, due to limitations of the Bank's authorization systems, systems management and ordinary stand-in processes, and of the MasterCard system including merchant set-up features. The Member therefore waives any and all claims that it may have against the Bank arising out of the use and performance of the Bank's Corporate MasterCard program under this Agreement, except for claims for damages referred to in section 9.2.

Section 9.4. The Bank is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card. Any claim or dispute between the Member and a merchant or supplier, including with respect to the merchant's or supplier's right to compensation, will be the object of a direct settlement among the Member and the merchant or supplier and any such dispute shall not affect the Member's obligation to pay all Charges to the Member Account in full to the Bank in accordance with the terms of this Agreement.

SECTION 10. NOTICES.

Section 10.1. All requests, notices and other correspondence in connection with the day-to-day operation and administration of the Bank's Corporate MasterCard program under this Agreement shall be sent by the Bank to any Program Administrator at the address specified in Schedule 1 and, except as set out in section 6.4, shall be sent by the Member to the Bank at its address specified in Schedule 1.

Section 10.2. Any other notice or other written communication by one party to another under this Agreement shall be in writing and delivered by hand or sent by courier, by prepaid post or by fax or other similar form of instant telecommunication capable of confirming receipt of transmission, to the other party at the addresses set forth below and shall be deemed to have been received by the addressee (i) if delivered by hand or by courier, on the day delivered or, if not a business day, on the next business day, (ii) if sent by ordinary prepaid post, on the 4th business day after it was posted and (iii) if transmitted by fax or other such telecommunication and receipt is confirmed prior to 3:00 p.m. (local time) on a business day, on such business day or, in any other case, at 10:00 a.m. (local time) on the business day next following the date of transmission.

MEMBER: City of Riviera Beach Florida
Address: 600 W. Blue Heron Blvd. Riviera Beach, Fl 33404
Attention: Director of Finance and Administrative Services, Randy Sherman
Telephone: 561.845.4045
Fax: 561.842.5105

BANK OF MONTREAL:
Address:
Attention:
Telephone:
Fax:

Section 10.3. A party may give notice of a change of address for the purposes of this Section in the manner provided above, and thereafter any notices or communication shall be given to that party at such changed address.

SECTION 11. AMENDMENT.

Section 11.1. The Bank may amend this Agreement at any time by giving written notice to Member not less than fifteen (15) days prior to the effective date of the amendment. The Bank may immediately modify the Member Credit Limit or any Card Limit upon written notice to Member. Any amendment or modification is effective as at a date stipulated in the notice.

SECTION 12. CARDS WITHOUT AN EMPLOYEE'S NAME.

Section 12.1. If the Member requests that the Bank issue a Card that will not bear an employee's name, such as a Card assigned to a department of the Customer or a MasterCard Corporate Fleet Card assigned to a vehicle instead of an individual employee, the following additional provisions shall apply: (a) notwithstanding Section 1.3, the Card shall be embossed with the name of the department or vehicle, as appropriate, and any person using the card from time to time shall be the "Cardholder" of the Card; (b) notwithstanding Section 4.3, the Member acknowledges that the Card will not have a Cardholder's signature, and agrees to be liable for all Purchases made with the Card (but in the case of a MasterCard Corporate Fleet Card assigned to a vehicle, only from merchants providing fuel and maintenance services), whether or not the Purchases were made by a duly authorized employee; (c) notwithstanding Sections 1.3 and 2.1, the Bank will not issue a PIN in connection with the Card and the Cardholder cannot obtain Cash Advances; and (d) notwithstanding Section 3.1, the Bank will send Card Account Statements for the Card to the Member.

Section 12.2. If the customer requests that the Fleet Card be assigned to a vehicle instead of an individual employee (a *"Vehicle Card"*), then the following additional provisions shall apply: (a) the operator of the vehicle from time to time shall be the "Cardholder" of the Vehicle Card; (b) notwithstanding Section 4.3, the Customer acknowledges that the Vehicle Card will not have a Cardholder's signature, and agrees to be liable for all Purchases made with the Vehicle Card from merchants providing fuel and maintenance services, whether or not the Purchases were made by a Cardholder; (c) notwithstanding Sections 1.3 and 2.1, the Bank will not issue a PIN in connection with the Vehicle Card and the Cardholder of the Vehicle Card cannot obtain Cash Advances; and (d) notwithstanding Section 3.1, the Bank will send Card Account Statements for the Vehicle Card to the Member.

SECTION 13. GENERAL.

Section 13.1. The Member shall provide the Bank with such financial information with respect to the Member as the Bank may from time to time reasonably request.

Section 13.2. No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, does not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

Section 13.3. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they have been expressly incorporated by additional reference in this Agreement.

Section 13.4. This Agreement may not be transferred or assigned by the Member, voluntarily or involuntarily, or otherwise, without the prior written consent of the Bank, which may be arbitrarily withheld. The amalgamation, merger or consolidation of the Member shall be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed to be terminated, unless the Bank agrees in writing otherwise.

Section 13.5. Any terms of this Agreement which by their nature continue after the Agreement terminates, will remain in effect and will apply to each party's successors and permitted assigns.

Section 13.6. References to this Agreement include all Schedules attached hereto, which Schedules are incorporated into and form part of this Agreement. The Member acknowledges that the Schedules have been expressly brought to its attention and it knows their content.

Section 13.7. The headings in this Agreement are for ease of reference only and are not to be used in interpreting this Agreement.

Section 13.8. If any provision of this Agreement is held to be unenforceable, invalid or void, all other provisions will nevertheless continue in full force and effect.

Section 13.9. This Agreement shall be binding upon and inure to the benefit of each party and its respective successors and permitted assigns.

Section 13.10. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois and federal law applicable therein. The Member irrevocably submits to the jurisdiction of the courts of the state of Illinois and the U.S. District Court, District of Illinois and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. Member and the Bank each irrevocably waive any right to trial by jury in any proceeding related to this Agreement. Member and Bank shall each bear all its fees

and costs and the expenses of its own attorneys in connection with any proceeding under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Agreement on the dates written below.

This ____ day of _____, 20___.

(MEMBER) City of Riviera Beach Florida

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

This ____ day of _____, 20__.

BANK OF MONTREAL

By: _____
Name: _____
Title: _____

All services are provided by Bank of Montreal.

®* Bank of Montreal is a licensed user of the registered trade-mark owned by MasterCard International Inc.

™* Trade-mark of MasterCard International Inc.

Bank of Montreal is a registered user.

® Registered trade-mark of Bank of Montreal.

™ Trade-mark of Bank of Montreal.

SCHEDULE 1

SCHEDULE 1 to the BMO ePurchasing Solutions Corporate MasterCard Program Account Agreement dated as of _____ between Bank of Montreal and City of Riviera Beach Florida (the *"Agreement"*).

A. *Pricing Schedule.* The following fees and service charges are in effect as at the date of the Agreement. All fees are in U.S. dollars.

(1) Annual Card Fee per Card: $ 0.

(2) ATM Cash Advance Fee.

ATM	USD
Cirrus®* Network (US)	3.50
Cirrus Network (Worldwide)	4.50
Over the Counter	
MasterCard bank (US)	5.00
MasterCard bank (Worldwide)	6.00

(3) Retrieval of a Sales Draft or issuance of any replacement statement or monthly report will be the Bank's standard service charge for such items at the time of the request.

(4) Standard Report Fees: $ 0.

(5) Custom Report Fees & Flat File Development: $150/hour, subject to $1,500 minimum charge per report/flat file. Charge will be waived if individual Member net transaction volume exceeds $10,000,000 for any consecutive 12 month period.

(6) Foreign Currency Transaction Markup and Refund will be charged at a rate of 2.5%.

B. *Payment Due Date.* The Payment Due Date shall be seven (7) days after the Monthly Billing Date.

C. *Card Currencies and Card Rate(s).*

(1) *U.S. dollar.* The Card Rate for U.S. dollar Cards shall be the Bank's U.S. Prime Rate plus 7%. The U.S. Prime Rate is the rate announced by the Bank from time to time as its prime interest rate for U.S. dollar loans. The Card Rate shall change automatically upon a change in the U.S. Prime Rate, without notice to the Member.

D. *Program Administrator.* The Member hereby designates each of the persons whose name, title, address, numbers and signature appears below as its Program Administrator:

Name: Dean Mealy, II
Title: City Purchasing Manager
Address: 2051 MLK Blvd Riviera Beach, FL 33404
Telephone number: 561.845.3477
Fax number: 561.842.5105
Signature of Program Administrator: _____

Name: Pam Daley
Title: Senior Purchasing Specialist
Address: 2051 MLK Blvd Riviera Beach, FL 33404
Telephone number: 561.845.4082
Fax number: 561.842.5105
Signature of Program Administrator: _____

Name: Glendora Williams
Title: Purchasing Assistant
Address: 2051 MLK Blvd Riviera Beach, FL 33404
Telephone number: 561.845.4180
Fax number: 561.842.5105
Signature of Program Administrator: _____

E. *Member Service Procedures.*

Notices to the Bank and Authorization Procedures. The Bank must be notified in writing when the Member wishes to amend the participation conditions of the Bank's Corporate MasterCard program under the Agreement. Documentation authorized by a Program Administrator must accompany requested changes to:

- add employees to the program;

- delete employees from the program;
- modify employees names, addresses, phone numbers, cost centers, departments, etc.;
- adjust individual employee Card Limits.

Requested changes, correspondence or enquiries concerning the day-to-day operation and administration of the Bank's Corporate MasterCard program under the Agreement are to be forwarded to:

BMO ePurchasing Solutions
3300 Bloor Street West
7th Floor, Center Tower
Toronto, Ontario
Canada M8X 2X3
Attn: Manager Corporate Clients

Telephone:	U.S. & Canada Toll Free	(800) 844-6445
	Outside U.S. & Canada	(416) 232-0789
Fax:	U.S. & Canada Toll Free	(888) 677-5042
	Outside U.S. & Canada	(416) 232-8469

Lost or Stolen Card Procedure. The Member and the Cardholder will notify the Bank as soon as it is aware that a Card is lost, stolen or missing and, if required, request a new Card, by phoning Member Services at:

U.S. & Canada Toll Free	(800) 361-3361
Outside U.S. & Canada	(416) 232-8020

Upon such notification, the Bank will cancel the missing Card.

Disputed Charge Procedure. Except for Purchases involving disputes between the Member or a Cardholder and a merchant or supplier, all Charges which the Member or a Cardholder disputes with the Bank will be reported immediately to the Bank by the Member or a Cardholder. The Member will pay all such disputed Charges. In the next Billing Period, such disputed Charges will then be removed from the Member Account. Upon investigation, any Charges requiring charge back to the Member Account will be subject to interest commencing on the date interest would have commenced had the Charge not been removed from the Member Account, subject in the case of a Purchase to the Bank providing a copy of the transaction slip, if requested by the Member or a Cardholder, within a reasonable time.

The Member or the Cardholder will notify the Bank of all Charges in dispute with the Bank in respect of the Member Account by phoning Member Service at:

U.S. & Canada Toll Free	(800) 263-2263
Outside U.S. & Canada	(416) 232-8440

F. *Online Management Reporting*. The Member may choose to enroll in BMO *details* Online® which provides a suite of standard reports accessible via Internet and available to the Member on demand.

ACKNOWLEDGED:

(MEMBER) City of Riviera Beach Florida	BANK OF MONTREAL
By:_____	By:_____
Name:_____	Name: _____
Title:_____	Title: _____