

**FIRST AMENDMENT TO
COMMERCIAL CARD AGREEMENT | JPMORGAN CHASE BANK, N.A.**

**CITY SECRETARY
CONTRACT NO. _____**

THIS FIRST AMENDMENT (the "Amendment") to Commercial Card Agreement (the "Agreement") dated as of August 31, 2007 between JPMorgan Chase Bank, N.A. (the "Bank"), and City of Fort Worth, a Home-Rule Municipal Corporation, situated in Tarrant, Denton, Parker, and Wise Counties, Texas (the "Client") is made as of November 9, 2010 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Amendment.** Paragraph 4.B. of the Agreement is hereby deleted in its entirety and restated to read as follows:

"Fraud Losses will not be deducted from rebates, provided that the Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used, or compromised. The Client shall not be liable for fraudulent transaction(s) made on an Account by persons other than employees or agents of the Client and the Client's vendors, provided that (i) the Client or Cardholder has immediately notified the Bank as specified in the previous sentence; (ii) neither the Client nor the Cardholder has received any direct or indirect benefit from such fraudulent Transaction(s); (iii) the program has been set up and operated by the Client in accordance with the Bank's fraud reduction best practices as designated by the Bank from time to time (including but not limited to blocking high-risk MCCs; payment to the Bank by the Client rather than Cardholders for approved expenses; limiting cash advances; adhering to transaction, daily, and cycle limits established by the Bank); (iv) the Client maintains reasonable security precautions and controls regarding the dissemination, use and storage of Cards and transaction data; and (v) the Client notifies the Bank no later than ten (10) business days after the date a paper or electronic statement in which the fraudulent Transaction(s) first appeared was first made available to the Client. In the event the Client does not adopt the fraud reduction best practices including but not limited to those designated in this section, as designated by the Bank from time to time, within 10 business days of being so notified in writing by the Bank, the Client will be liable for any fraudulent Transactions on any Account prior to the time the Client notifies the Bank."
3. **Amendment.** Exhibit A is hereby deleted in its entirety and replaced in full with a new 'Exhibit A as attached hereto.
4. **Amendment.** The Agreement is hereby modified to incorporate a new 'Exhibit B entitled 'Single Use Accounts Addendum' as attached hereto.
5. **Amendment.** Section 11 of the Agreement, Termination, is hereby amended to add Section 11. C, which shall read as follows:

"In the event no funds or insufficient funds are appropriated by the Client in any fiscal period for any payments due hereunder, Client will notify Bank of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Client of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated."
6. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
7. **Piggyback Provision.** Pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), the use of this Agreement may be extended to other local governments and with agencies of the state as described in the Act. Additionally, the Agreement may be extended to Not-For-Profit organizations and private universities at Client's discretion. Notwithstanding the foregoing, the Bank, in its sole discretion, shall have the option to approve the participation of any Participant (as later defined herein) under this Agreement. Each Participant allowed by the Bank to obtain services under this Agreement shall do so independent of any other Participant. Each Participant shall be responsible for its own obligations by virtue of this Agreement. The Bank shall not be liable to the Client for payments hereunder or otherwise, due to any failure to issue any Card or establish any Account for a Participant. Client shall not be liable for any transactions, payment of fees, or any other obligations of any Participant under this Agreement.
8. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

JPMORGAN CHASE BANK, N.A.

CITY OF FORT WORTH, TEXAS

By: Clare T. Trauth
Name: CLARE T. TRAUTH
Title: VICE PRESIDENT

By: Karen L. Montgomery
Name: Karen L. Montgomery
Title: Assistant City Manager

NO M&C REQUIRED

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Amendment and that the person signing above on behalf of the Client, whose execution of this Amendment was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Amendment.

By: _____
Name: _____
Title: _____

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.

APPROVED AS TO FORM AND LEGALITY

By: Maleshia Farmer
Name: Maleshia Farmer
Title: Assistant City Attorney

Attested by:

Marty Hendrix
Marty Hendrix, City Secretary



EXHIBIT A

INCENTIVES AND FEES

DEFINITIONS

"Association" means either MasterCard or Visa.

"Average Fileturm" means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Average Payment Terms" means the Average Fileturm minus half the number of calendar days in the billing cycle, as specified in the Settlement Terms.

"Charge Volume" means total U.S. dollar charges made on a Bank Commercial Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Combined Charge Volume" means Charge Volume and Single Use Charge Volume.

"Contract Year" means a 12-month period beginning on August 31st of each year or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Texas Payment Card Consortium" means the City of Fort Worth, Texas and other Texas public entities eligible to participate in the Program under the Act and that have been approved by the Bank for participation.

"Participant" means the Client or a Texas public entity approved by the Bank to participate under the Commercial Card Purchasing and Single Use Account programs provided to Client under this Agreement and which have executed an agreement in the form as attached hereto as 'Exhibit C' (the "Participation Agreement") or in such other form as provided by the Bank from time to time.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"Single Use Charge Volume" means total U.S. dollar charges made on a Virtual Single Use Account used in connection with the Single Use System, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Virtual Single Use Account" means a Card-less Account used in connection with a single, unique transaction.

REBATES¹

Volume Rebate – Purchasing and Single Use Account (E-Payables Solution)

Bank will pay the Participant a rebate based on the annual Texas Payment Card Consortium's Combined Charge Volume achieved according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Participant's respective Combined Charge Volume.

NOTE: In year 1 of this Agreement (8/31/2010 – 8/30/2011), Bank will assume Charge Volume of \$200,000,000 and pay at the .95% and 1.59% rebate levels based on the Participant's current annual volume. For each year thereafter, the consortium rebate will be paid per the grid below.

*Combined Consortium Charge Volume	TEXAS PAYMENT CARD CONSORTIUM (Individual Participant Volume Grid) Purchasing Card Program	
	\$500K - \$1MM	\$1MM or greater
Under \$25,000,000	0.75%	1.25%
\$25,000,000	0.80%	1.50%
\$75,000,000	0.85%	1.55%
\$150,000,000	0.90%	1.57%
\$200,000,000	0.95%	1.59%
\$300,000,000	1.00%	1.60%
\$500,000,000	1.02%	1.61%

*Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.

Single Use Account (E-Payables Solution) Rebate

Bank will pay the Participant a rebate based on the annual Single Use Charge Volume achieved as indicated below. The rebate will be calculated as the indicated Rebate Rate times the annual Single Use Charge Volume.

- If Participant achieves \$1,000,000 - \$10,000,000 in Single Use Charge Volume, the rebate rate is 1.24%
- If Participant achieves Single Use Charge Volume greater than \$10,000,000, the rebate rate is in accordance with the rebate grid above.

NOTE: Participants with Single Use Account Charge Volume less than \$1,000,000 will not be implemented.

Average Payment Terms Escalator

The Bank will pay Client an additional rebate based on its Average Payment Terms throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, an Average Payment Terms escalator of 0.01% per full day of early payment will be earned.

Participant Reporting system option

For Participants with program spend of under \$10 million annually, the *smartdata* reporting solution will be implemented.

Participants with annual spend of \$10 million or above can select the Bank's PaymentNet reporting platform or *smartdata*

Large Ticket Rebate – Purchasing and Single Use Account (E-Payables Solution) programs

Bank will pay the Participant an annual rebate based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when the respective Participant's annual Combined Charge Volume threshold requirements are achieved. The rebate will be calculated as the Rebate Rate times the annual Large Ticket Transaction Volume.

PURCHASING AND SINGLE USE ACCOUNT (E-PAYABLES SOLUTION) PROGRAMS	
AVERAGE LARGE TICKET TRANSACTION SIZE	REBATE RATE (%)
\$4500 - \$4999	.65%
\$5000 - \$7499	.60%
\$7500 - \$9,999	.55%
\$10,000 - \$14,999	.50%
\$15,000 - \$19,999	.45%
\$20,000 - \$24,999	.35%
\$25,000 - \$99,999	.30%
\$100,000+	0.15

¹In the event of a reduction in interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

General Rebate Terms

Rebates will be calculated annually in arrears. Rebate amounts are subject to reduction by all Losses. If Losses exceed the rebate earned for any Contract Year, Bank will invoice the respective Participant for the amount in excess of the rebate, which amount shall be payable within thirty (30) days of receipt of the invoice. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the subsequent six-month period. If the Participant is participating in more than one program, Bank reserves the right to offset any Losses from one program against any rebate earned under any other program.

Rebate payments will be made within 90 days after the end of the previous Contract Year via wire transfer to an account designated by the Participant.

To qualify for any rebate payment, all of the following conditions apply.

- Settlement of any centrally billed account(s) must be by automatic debit or by the Participant initiated ACH or wire.
- Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 & 14 for both the purchasing and single use account programs.
- The Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
- The Participant is not in Default under the Agreement.

Fees Schedule - for Programs using the Smartdata System

The following are the fees associated with our purchasing card and single use account program in the United States:

Annual card fee	\$0.00
Cash advance fee	2.0% (\$3.00 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through the Bank. If effected through the association, Client shall pay any fees charged by the association.
Return check (payment)	\$15 per return
ACH return	\$0.00
Document retrieval	Dispute-related: \$0.00 Non-dispute-related: \$8 per document
Duplicate statement	\$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	None
Finance charge	Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
Basic plastic	\$0.00
Customer logo plastic	\$500 per logo for any newly designed logo; No fee to apply a current logo on a new plastic.
Customized plastic	At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum
Training at Bank's site	\$0.00 (customer T&E not included)
Training at your site(s)	\$1,550/day
Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	SDOL custom mapper: priced by MasterCard; pass-through charge

File transfer using FTP	Daily—\$500.00/month Weekly—\$250.00/month Bi-weekly—\$125.00/month Monthly—\$75.00/month
PaymentNet setup fee	Waived
Smartdata setup fee	\$0.00
SDOL monthly maintenance fee	\$50 per program per month - WAIVED after a Participant reaches \$500,000 annual spend during a Contract Year
SDOL real time	\$0.00

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services.

Fees Schedule - for Programs Using Bank's PaymentNet Solution

The following are the fees associated with our purchasing card and single use account programs in the United States:

PROGRAM FEES	
Annual card fee	\$0.00
Cash advance fee	2.5% (\$2.50 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00 per occurrence
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through the Bank. If effected through the association, Client shall pay any fees charged by the association.
Return check (payment)	\$15 per return
ACH return	\$20 per return
Document retrieval	Dispute-related: \$0.00 Non-dispute-related: 3 copy requests free, then \$5 per copy request
Duplicate statement	\$5 per statement
Currency conversion fee	1% surcharge (association pass-through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	Pass-through charges for other specialized services (case-by-case fee)
PAST-DUE FEES	
Late fee	<u>Central Bill</u> : 1% of unpaid balance at cycle; charged on cycle date
Finance charge	None
Delinquency fee	2.5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter; charged on cycle date.
CARD DESIGN	
Basic plastic	\$0.00
Customer logo plastic	\$500 per logo for any newly designed logo. No fee for existing logos on new plastics.
Customized plastic	\$1 per card, subject to a 1,000 card minimum for any new cards
TRAINING AND CONSULTING	
Training at Bank's site	\$0.00 (customer T&E not included)
Training at your site(s)	\$0.00 for first session; additional sessions @ \$1,550/day
TECHNOLOGY SERVICES	
PaymentNet setup fee	Waived
EDI setup/transmission	Pass-through on all setup and development costs

Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	\$250 per hour (\$1,000 minimum)
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
File transfer using FTP	Daily—\$500/month Weekly—\$250/month Bi-weekly—\$125/month Monthly—\$75/month

Should the Participant request services not in this schedule, the Participant agrees to pay the fees associated with such services.

EXHIBIT B

SINGLE USE ACCOUNTS ADDENDUM

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to the Texas Payment Card Consortium Participant the Network Services described below:

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Single Use Account(s)" means a 16-digit commercial card number issued to the Participant in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Commercial Card Agreement.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network" means the Bank's Internet based platform for exchanging electronic commercial card payment information data between the Participant and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Participant in authenticating Network users and Payment Instructions initiated by the Participant via the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Participant under this Addendum.

"Payment Instruction" means an instruction initiated by the Participant, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

"Single Use Program" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Participant and to receive commercial card payments through the Network.

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Participant's participation in the Single Use Program, the Participant may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Participants shall receive a periodic statement of the Single Use Account Transactions. The Participant shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Participant, either delivered to a U.S address or in electronic form.
2. During the term of this Addendum and subject to the Participant's performance of its obligations hereunder, the Bank will maintain the Network and allow the Participant to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network's functionality, specifications, and/or capabilities. The Participant acknowledges that the Network exchanges payment-related data between Participant and Suppliers to effect commercial card settlement.
3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Participant a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.
4. The Participant has no right to provide access to the Network to any third party. The Participant may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.
5. The Participant's rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Participant hereunder.
6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.
7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.

8. The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Participant and its Suppliers. The Participant is responsible for regularly inspecting the Single Use Transaction history available via the Network and promptly notifying the Bank of any errors.
9. The Participant is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. Participant agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Participant believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Participant shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.
10. All Payment Instructions submitted in the name of the Participant are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Participant's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Participant or any Supplier in connection with a Payment Instruction. The Participant agrees to be bound by any Payment Instruction, whether or not authorized, issued in the Participant's name and authenticated by the Bank in accordance with the Network Security Procedures.

BANK

By: Clare T. Trauth

Name: CLARE T. TRAUTH

VICE PRESIDENT

Title: _____

PARTICIPANT

By: Karen L. Montgomery

Name: Karen L. Montgomery

Title: Assistant City Manager

NO M&C REQUIRED

Participant Attestation:

The undersigned, a duly authorized officer or representative of the Participant, does hereby certify that the Participant has been duly authorized to enter into and perform this Addendum and that the person signing above on behalf of the Participant, whose execution of this Addendum was witnessed by the undersigned, is an officer, partner, member or other representative of the Participant possessing authority to execute this Addendum.

By: _____

Name: _____

Title: _____

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Participant.

APPROVED AS TO FORM AND LEGALITY

By: Maleshia Farmer

Name: Maleshia Farmer

Title: Assistant City Attorney

Attested by:

Marty Hendrix
Marty Hendrix, City Secretary



EXHIBIT C

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of _____ ("Effective Date"), by and between _____, a _____ (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") each a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of [MONTH, DATE, YEAR] (the "Commercial Card Agreement") between [INSERT CLIENT LEGAL ENTITY NAME] (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Incentives.** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.
300 South Riverside Plaza, Suite IL1-0199
Chicago, IL 60670-0199
Attn: Commercial Card Contracts Manager

To the Participant:

Attn: _____

5. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK:

By: _____

Name: _____

Title: _____

PARTICIPANT:

By: _____

Name: _____

Title: _____

Participant Attestation:

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: _____

Name: _____

Title: _____
