

**AMENDMENT NO. 3
AGREEMENT FOR AMERICAN EXPRESS CARD ACCEPTANCE
STATE OF NORTH CAROLINA AND
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**

This Amendment (“AMENDMENT”) is made by and among the North Carolina State Controller and the North Carolina State Treasurer (hereinafter referred to as the “STATE”) and **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**, (hereinafter referred to as “VENDOR”) (hereinafter collectively referred to as the “Parties” and in the singular “Party”). This Amendment shall be effective as of the later date of signature below. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the STATE and the VENDOR entered into an “Agreement for American Express Card Acceptance” dated December 15, 2006 with an Initial Term of five years and the option, at the State’s request, for two successive one year Renewal Terms (hereinafter referred to as the “AGREEMENT”);

WHEREAS, the Initial Term of the Agreement expired on December 14, 2011 and the second of two Renewal Terms exercised by the State expires on December 14, 2013; and

WHEREAS, the parties desire to amend the Agreement to (i) remove the North Carolina State Treasurer as a direct party to the Agreement; and (ii) further extend the term of the Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the performance by each of the Parties of its promises and obligations herein set forth, the STATE and the VENDOR, do hereby mutually covenant and agree to modify the Agreement as follows:

1. The parties hereby agree that the North Carolina State Treasurer is no longer a party to the Agreement. To the extent that there were any obligations placed on the North Carolina State Treasurer under the Agreement, the North Carolina State Controller hereby agrees to be fully responsible for such obligations, except in the event, and to the extent, the State Treasurer is required by statute to act only on its own.

2. The definition of “Account” is hereby deleted in its entirety and replaced with the following:

Account means a settlement account maintained by the State Controller, the State Treasurer, or an individual Participating Entity to facilitate settlement of transactions between American Express and a Participating Entity in this Agreement.

3. The definition of “Participating Entity” is hereby deleted in its entirety and replaced with the following:

Participating Entity means any State Entity or State Related Entity that has entered into an Agency Participation Agreement, substantially in the form of Schedule C to this Agreement.

4. The definition of “you,” “your” and “State of North Carolina” is hereby deleted in its entirety and replaced with the following:

You, your and the State of North Carolina mean the State of North Carolina, as represented by the State Controller, or where appropriate under an Agency Participation Agreement, a Participating Entity.

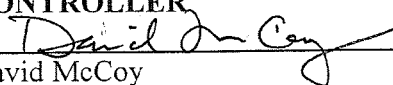
5. Section 7b. is amended to remove the reference to David C. Reavis and his email account. Emails should be directed to the OSC Help Desk and the telephone reference is 919-707-0795.
6. Section 9a. of the Agreement is hereby deleted in its entirety and replaced with the following:
 - a. This Agreement begins on the Effective Date and continues for a period of five years (*Initial Term*). After the Initial Term, the Agreement may be renewed by the State for two successive one year periods (*Renewal Terms*) Either party may terminate this agreement by giving 90 days written notice.
7. Schedule C of the Agreement is hereby deleted in its entirety and replaced with Schedule C attached hereto.

This Amendment modifies the Agreement only as expressly set forth herein. In all other respects the terms and conditions of the Agreement remain unmodified and in full force and effect.

The parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by electronic mail is as effective as executing and delivering the Agreement in the presence of the other party.


IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the dates written below.

NORTH CAROLINA STATE
CONTROLLER



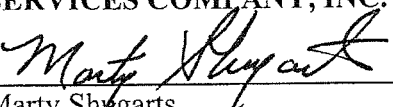
David McCoy
State Controller
Date: 11/8/2013

NORTH CAROLINA STATE
TREASURER



Janet Cowell
State Treasurer
Date: 11/4/13

AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.



Marty Shagarts
Vice President
Date: 11-27-2013



SCHEDULE C
AGENCY PARTICIPATION AGREEMENT
FOR AMERICAN EXPRESS® CARD ACCEPTANCE
STATE OF NORTH CAROLINA

This Agreement, and any attachments hereto (*Agency Participation Agreement*) is between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.** (*we, us or our*), and the [STATE ENTITY] (*you, you the Participating Entity*). The parties have caused this Agency Participation Agreement to be executed effective as of _____.

For good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. We agree to provide you the Participating Entity merchant card services pursuant to the terms and conditions of the agreement for American Express® Card Acceptance between American Express and the **State of North Carolina** (*Master Agreement*) effective as of December 15, 2006, as amended. The Master Agreement shall be incorporated herein by this reference as if fully set forth herein. All terms used herein shall have the same meaning as in the Master Agreement, unless specified to the contrary.
2. For the purposes of this Agency Participation Agreement, the terms *you* are *your* under the Master Agreement shall mean the name of the Participating Entity described above. You, the Participating Entity, agree to accept the Card under the terms of the Master Agreement at all your Establishments where you, the Participating Entity, accept Other Payment Products (except as noted in the Master Agreement). You, the Participating Entity, represent that you have received all the necessary approvals to allow you to enter into this Agency Participation Agreement, including the approval of the Office of the State Controller, and you acknowledge receipt of a copy of the Master Agreement and agree to be bound by the terms and conditions in it. You, the Participating Entity, acknowledge and agree that American Express relies on these representations and warranties to enter into this Agency Participation Agreement with you.
3. You, the Participating Entity, acknowledge and agree to abide by all policies promulgated by the Office of the State Controller pertaining to Electronic Commerce, specifically for merchant card processing.
4. Any party may terminate this Agreement at any time before the expiration of the Master Services Agreement by giving the other parties sixty days (60) days prior written notice. If the Master Agreement terminates for any reason, this Agency Participation Agreement shall also immediately terminate without further notice. Notwithstanding the preceding sentence, Section 9.e. in the Master Agreement will survive termination of this Agreement.
5. You the Participating Entity acknowledge that we may, as permitted by the Master Agreement, take any action(s) as necessary against you, instead of the State of North Carolina in its entirety, in order to mitigate any material financial or security risk to us or to ensure compliance with the Master Agreement.

IN WITNESS WHEREOF, the below parties have caused this Agency Participation Agreement to be executed:

Name Of Participating Entity

Office of the State Controller, State of North Carolina

By: _____
Signature Of Signing Person

By: _____

Name: _____
Type Name Of Signing Person

Name: _____

Title: _____
Title Of Signing Person

Title: _____

Date: _____

Date: _____

American Express Travel Related Services Company, Inc.

By: _____

Name: _____

Title: _____

Date: _____