

31892

POLITICAL SUBDIVISION ADDENDUM

This Political Subdivision Addendum ("**Political Subdivision Addendum**") is entered into, by and between U.S. Bank National Association ND ("**U.S. Bank**") and the Political Subdivision identified herein and executing this Political Subdivision as "**Political Subdivision**", and constitutes an addendum to and modification of the U.S. Bank Commercial Card Master Agreement ("**Master Agreement**"), dated April 1, 2007 between the City of Los Angeles "**Customer**" and U.S. Bank. This Political Subdivision Addendum shall become effective upon signing by or on the behalf of U.S. Bank ("**Effective Date**") and supersedes any previous and like addenda with the Political Subdivision.

RECITALS

- A. Customer has entered into the Master Agreement for the purpose of making available a Purchase Card Program as described in the Master Agreement ("**Card Program**") for use by Agencies and Political Subdivisions;
- B. Customer is willing to permit Political Subdivision to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Master Agreement as if Political Subdivision was the entity signing the Master Agreement as Customer. Customer shall not bear liability or responsibility for Political Subdivision under the Master Agreement or this Political Subdivision Addendum; and
- C. Political Subdivision has received a copy of the Master Agreement from Customer, and after a thorough review of the Master Agreement, desires to become a Political Subdivision; provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of this Political Subdivision Addendum, as well as the Master Agreement, as if Political Subdivision was the entity signing the Master Agreement as Customer, but Political Subdivision shall not be liable for the acts and omissions of Customer under the Master Agreement or this Political Subdivision Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Master Agreement, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

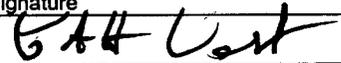
1. Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Master Agreement.
2. Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of Customer as such relates to Agencies as set forth in the Master Agreement. Cards shall be issued to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.
3. In order to determine credit qualifications for the Political Subdivision, the Political Subdivision shall provide U.S. Bank with the last three (3) years of audited financial statements with this signed Political Subdivision Addendum. The Political Subdivision shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify the Political Subdivision of the approval or decline of its credit qualification. If such financial statements can be independently obtained by U.S. Bank, the Political Subdivision will not be required to provide such financial statements.
4. Political Subdivision shall make payment to U.S. Bank for all Debt incurred by Political Subdivision, its Cardholders and Accountholders as provided in the Master Agreement. "**Debt**" means all amounts charged to a card and/or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Political Subdivision, its Cardholders and Accountholders.
5. Political Subdivision declares that cards shall be used for official Political Subdivision purchases only, and shall not be used for individual, consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Master Agreement and this Political Subdivision Addendum.

CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following Political Subdivision (the "Political Subdivision"):

Political Subdivision Name: City of Long Beach
 Federal Tax Identification Number: [REDACTED]

2. **Authorized Individuals.** In accordance with the governance rules relating to the Political Subdivision, the following individuals (the "Authorized Individual(s)") are authorized, on behalf of the Political Subdivision, to execute and deliver to U.S. Bank National Association ND ("U.S. Bank") and/or its affiliates the applicable card program agreement(s), any applicable addenda and/or amendments thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more card programs, extending credit and providing related services to the Political Subdivision with U.S. Bank in the United States (collectively, the "Services"):

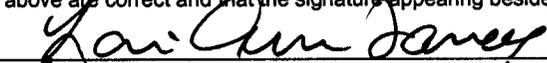
Name	Title	Signature
Patrick H. West	City Manager	

3. **Execution Requirements.** The governance rules relating to the Political Subdivision require the following number of Authorized individuals to sign the Documents for the Services (choose only one):

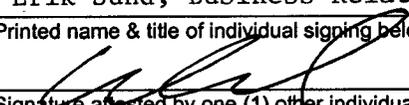
One (1) Authorized Individual
 Two (2) Authorized Individuals

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Political Subdivision and not in his or her personal capacity, certifies and warrants that (a) all action required by Political Subdivision's organizational documents to authorize the signer(s) to act on behalf of the Political Subdivision in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Political Subdivision, has been taken, (b) each signer is empowered in the name of and on behalf of the Political Subdivision to enter into all transactions and Services contemplated in the Documents, and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the _____ of the Political Subdivision and I am acting in my official capacity as an authorized officer who has been given the authority by the Political Subdivision to certify that the Authorized Individual(s) has/have the full power and authority under applicable law and the governance rules relating to the Political Subdivision to execute and deliver to U.S. Bank, on behalf of the Political Subdivision, and to bind the Political Subdivision under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Individual(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

 Lori Ann Farrell, Director of Financial Management/CFO
 ↑ Printed name of the _____ of the Political Subdivision ↑ 9/20/10
 ↑ Signature of the _____ of the Political Subdivision ↑ (Cannot be an Authorized Individual listed in Section 2) **Date**

I certify that I am an officer of the Political Subdivision, and as such, I certify that the above-named _____ is acting in such capacity on behalf of the Political Subdivision, the signature below is my genuine signature and the signature above is the genuine signature of such _____.

Erik Sund, Business Relations Manager
 ↑ Printed name & title of individual signing below ↑

 ↑ Signature attested by one (1) other individual of the Political Subdivision ↑ (Cannot be an Authorized Individual listed in Section 2) 9/30/10
Date

6. The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Master Agreement constitute valid, binding and enforceable agreements of Political Subdivision. All extensions of credit made to Political Subdivision pursuant to this Political Subdivision Addendum and the Master Agreement will be valid and enforceable obligations of Political Subdivision and Political Subdivision shall pay to U.S. Bank all Debts incurred by Political Subdivision in accordance with the terms of the Master Agreement and this Political Subdivision Addendum. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Master Agreement are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which Political Subdivision is a party or is bound.

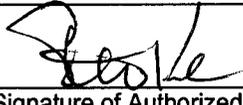
7. The notice address for Political Subdivision is:

Political Subdivision:
City of Long Beach
Financial Management
333 W. Ocean Blvd., FL 7
Long Beach, CA 90802
Attn: Erik Sund

8. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Political Subdivision to be bound by this Political Subdivision Addendum. This Political Subdivision Addendum requires approval as to form by the Attorney for the Political Subdivision. If this Political Subdivision Addendum is not approved as to form by the Attorney for the Political Subdivision, the completion of a Certificate of Authority is required and must accompany this Political Subdivision Addendum.

In witness whereof, the parties have, by their authorized representatives, executed this Political Subdivision Addendum.

Dated this 28th day of September, 2010 by: Dated this ___ day of _____, 20___ by:

<u>City of Long Beach</u> Legal Name of Political Subdivision	<u>U.S. Bank National Association ND</u>
 (Signature of Authorized Individual)	 (Signature of Authorized Individual)
<u>Patrick H. West</u> (Printed Name of Authorized Individual)	<u>Steven R. Kehr</u> (Printed Name of Authorized Individual)
<u>City Manager</u> (Printed Title of Authorized Individual)	<u>Vice President</u> (Printed Title of Authorized Individual)

Approved as to form:

(Signature of Attorney for Political Subdivision)
Amy R. Burton, Deputy City Attorney
(Printed Name of Attorney)

RESOLUTION NO. RES-10-0075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION ND FOR A COMMERCIAL CREDIT CARD PROGRAM THROUGH THE AGREEMENT WITH THE CITY OF LOS ANGELES, CALIFORNIA

WHEREAS, the Charter of the City of Long Beach ("City"), Section 1802, permits the City to purchase services, supplies, materials, equipment and labor with other government agencies by purchasing under their contracts on a voluntary and selective basis when authorized by resolution; and

WHEREAS, the City desires to execute a master agreement with U.S. Bank National Association ND for a Commercial Credit Card Program; and

WHEREAS, the ~~City of Los Angeles~~ has a master agreement for a commercial credit card program ~~under Amendment No. 2~~ to the U.S. Bank ~~Commercial Card Master Agreement ("LA Agreement"); and~~

WHEREAS, the City's participation in the LA Agreement will facilitate acquisition of the Commercial Credit Card Program as well as provide considerable cost benefits to the City; and

WHEREAS, if the City had to go to formal bid rather than participate in the LA Agreement, considerably more funds would be required;

NOW, THEREFORE, the City Council of the City of Long Beach resolves as follows:

Section 1. The above recitals are true and correct and are incorporated hereby by this reference.

**Supplemental Integration Agreement
between
The City of Los Angeles
and
U.S. Bank National Association ND**

WHEREAS on July 1, 2002, the City of Los Angeles (hereinafter "City") and U.S. Bank National Association (hereinafter "Bank") entered into an Agreement for Government Banking Services (Contract # C-104430), dated January 10, 2003 (hereinafter "Government Banking Agreement") for the Bank to provide general banking services as described in the Government Banking Agreement;

WHEREAS the Los Angeles City Council adopted report # 02-0699 which authorizes the City to enter into an agreement with U.S. Bank National Association ND, an affiliate of Bank (hereinafter "Affiliate Bank"), to provide certain Commercial Card services including Purchasing Cards to neighborhood councils participating in the Neighborhood Council Funding Program;

WHEREAS the City has entered into the U.S. Bank Commercial Card Master Agreement and U.S. Country Addendum (hereinafter "Commercial Card Agreement") with Affiliate Bank for said Commercial Card services;

WHEREAS the City and the Affiliate Bank desire to integrate the Government Banking Agreement, Commercial Card Agreement, and any related agreements into one agreement.

NOW THEREFORE, the parties to this Supplemental Integration Agreement agree as follows:

I. Integrated Agreement

The entire and integrated agreement between the City and Affiliate Bank related to the Commercial Card Program shall consist of this Supplemental Integration Agreement, the Government Banking Agreement attached as **Exhibit A**, the City Standard Provisions dated as of October 2003 attached as **Exhibit B**, the City RFP and all addenda thereto attached as **Exhibit C**, and the U.S. Bank Commercial Card Agreement attached as **Exhibit D**, respectively (collectively, the "Agreement").

In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) the Supplemental Integration Agreement, (2) the Government Banking Agreement, (3) the City Standard Provisions, (4) the City RFP and all addenda thereto, and (5) the U.S. Bank Commercial Card Agreement. The integrated

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Agreement supersedes all prior negotiations, representations, statements, and agreements, whether written or oral, between the parties.

II. Term

This Supplemental Integration Agreement shall commence on April 1, 2007, and end on March 31, 2010, subject to the termination provisions herein. The City has the option to extend this Supplemental Integration Agreement for two (2) additional one-year terms on the same terms and conditions as contained in the Agreement.

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

IV. Authorization and Execution

Authorization. City certifies to Affiliate Bank that the person executing this Supplemental Integration Agreement is authorized by City in accordance with its organization rules and applicable law to bind the City to the Terms and Conditions of this Supplemental Integration Agreement, including the authority to incur debt in the name of the City. City certifies that the signer's authorization to bind the City and incur debt in the name of the City is evidenced by the following:

- The signer is an officer as indicated on City's SEC 10-K Form (no additional information needed).
- The signer is an officer of the City and is acting in his or her capacity as an agent of the City. Furthermore, the signer represents and warrants that he or she is duly authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. City represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the City to be duly bound by this Integration Agreement. (No additional information needed unless requested.)

If one of the above boxes cannot be checked, or if in the opinion of Affiliate Bank's Credit Department further proof of authority is necessary, City must provide a Corporate Certificate of Authority that complies with Company's Articles of Organization or Bylaws. Once completed, please check the box below and submit the original document along with this Supplemental Integration Agreement.

- City has completed the U.S. Bank Corporate Certificate of Authority (attach copy of completed Certificate).



IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives.

City of Los Angeles

By Joya C. De Foor
Joya C. De Foor, CTP

Treasurer

Date 4/9/2007

U.S. Bank National Association ND

By [Signature]
Joseph A. Zappa

Senior Vice President

Date April 2, 2007

Approved as to Form and Legality

By Kitty Reber
Print Name Kitty Reber
Title Dep CA
Date 4-5-07

Attest: Frank T. Martinez, City Clerk

By [Signature]
Print Name Julia Amanti
Title Deputy City Clerk
Date 4-9-07



[Handwritten mark]

Exhibit A

Government Banking Agreement

CR

Exhibit B

City Standard Provisions

A handwritten mark or signature, possibly initials, located in the bottom right corner of the page.

Exhibit C

City RFP



Exhibit D

**U.S. Bank Commercial Card Master Agreement
and
U.S. Country Addendum**



U.S. Bank

Commercial Card
Master Agreement

I. THE AGREEMENT

A. **The Parties.** This Master Agreement (the "Agreement") is a multipurpose agreement for use in the United States and/or Canada. This Agreement governs the Commercial Card Programs, and if applicable, Global Commercial Card Program, offered in the following countries and binds the following entities:

1. **United States**

Yes No

a. **U.S. Bank Legal Entity.** To the extent this Agreement is applicable in the United States, the legal entity bound by this Agreement is U.S. Bank National Association ND, hereby referred to as "U.S. Bank USA".

b. **Customer Legal Entity.** To the extent this Agreement is applicable in the United States, the legal entity bound by this Agreement is CITY OF LOS ANGELES, hereby referred to as "Customer USA".

2. **Canada**

Yes No

a. **U.S. Bank Legal Entity.** To the extent this Agreement is applicable in Canada, the legal entity bound by this Agreement is U.S. Bank National Association, hereby referred to as "U.S. Bank Canada".

b. **Customer Legal Entity.** To the extent this Agreement is applicable in Canada, the legal entity bound by this Agreement is hereby referred to as "Customer Canada".

3. **Use of the Term U.S. Bank.** To make this Agreement easier to read and to eliminate the need to continually refer to U.S. Bank USA and/or U.S. Bank Canada, the general term "U.S. Bank" shall be used to refer to both U.S. Bank USA and U.S. Bank Canada. All terms and conditions referencing U.S. Bank apply to either or both entities, depending upon the scope of the Agreement, as indicated by Section I.A.1 and Section I.A.2. Any term or condition that is intended to be applicable to only one entity shall reference that entity specifically through the use of the term U.S. Bank USA or U.S. Bank Canada.

4. **Use of the Term Customer.** To make this Agreement easier to read and to eliminate the need to continually refer to Customer USA and/or Customer Canada, the general term "Customer" shall be used to refer to both Customer USA and Customer Canada. All terms and conditions referencing Customer apply to either or both entities, depending upon the scope of the Agreement, as indicated by Section I.A.1 and Section I.A.2. Any term or condition that is intended to be applicable to only one entity shall reference that entity specifically through the use of the term Customer USA or Customer Canada. If Customer USA and Customer Canada are the same entity, then all references to Customer, Customer USA, and Customer Canada shall be interpreted accordingly.

B. **Structure of the Agreement.** U.S. Bank has developed this Agreement to cover the Commercial Card Programs offered in the United States and/or Canada, as designated in Sections I.A.1 and I.A.2, and, if applicable, the Global Commercial Card Program. The Agreement is composed of the following documents:

1. **Master Agreement.** The Master Agreement defines the terms and conditions of the Commercial Card Programs and, if applicable, the Global Commercial Card Program, offered by U.S. Bank in the United States and/or Canada.

2. **Country Addendum.** Each Country Addendum contains terms and conditions that are specific to only one country, such as notice requirements, privacy regulations, and financial offers. The Country Addendum also includes terms and conditions that Customer may want to change during the term of this Agreement, such as selected products. The Country Addendum is designed to give Customer the flexibility to modify its Commercial Card Program through the execution of a new Country Addendum without having to execute an entirely new Agreement.

C. **Effectiveness of this Agreement.** This Agreement will not be effective and the Commercial Card Programs, and if applicable, the Global Commercial Card Program, will not be available to Customer (i) until the credit of Customer has been approved by U.S. Bank and (ii) the Master Contract and a Country Addendum for each country designated in Sections I.A.1 and I.A.2 have been executed by U.S. Bank and Customer.

II. CREDIT PROVISIONS

A. **Financial Information.** Since the establishment of a Commercial Card Program is an extension of credit, Customer shall provide sufficient information to enable U.S. Bank to perform periodic credit reviews.

1. **Non-Publicly Traded Organizations.** If Customer is not listed on a recognized stock exchange in the United States or Canada, then Customer shall provide future audited financial statements, prepared by Customer's independent certified public accountant, upon request by U.S. Bank, as soon as available and in any event not later than ninety-one (91) days after the end of each fiscal year of Customer. To the extent required by U.S. Bank to verify the credit worthiness of Customer, U.S. Bank is authorized by Customer to obtain credit or financial information with respect to Customer that may be held by third party sources. Customer agrees to provide to U.S. Bank, from time to time, such other information regarding the business, operations, affairs, and financial condition of Customer as U.S. Bank may reasonably request.

2. **Publicly Traded Organizations.** If Customer is listed on a recognized stock exchange in the United States or Canada, U.S. Bank shall obtain from publicly available sources, Form 10-K, as provided by Customer to the U.S. Securities and Exchange Commission, or the Annual Information Form, as provided by Customer to the Canadian Securities Administrators. To the extent required by U.S. Bank to verify the credit worthiness of Customer, U.S. Bank is authorized by Customer to obtain credit or financial information with respect to Customer that may be held by third party sources. Customer agrees to provide to U.S. Bank, from time to time, such other information regarding the business, operations, affairs, and financial condition of Customer as U.S. Bank may reasonably request.

B. **Credit Limits and Credit Line.** Based on the available financial information, U.S. Bank shall establish a Credit Limit for each Account and an aggregate Credit Line for all Accounts established pursuant to this Agreement.

1. **Revising the Credit Line.** U.S. Bank, at its sole discretion, shall have the right to revise the aggregate Credit Line for all Accounts. U.S. Bank shall provide contemporaneous notice to Customer of any decrease in the Credit Line that results in a revised Credit Line that is lower than the aggregate current amount due on all Accounts. Upon such event, Customer shall have ten (10) days to make a payment to U.S. Bank on one or more Accounts that is sufficient to reduce the outstanding aggregate amount due to an amount that is less than the revised Credit Line.
2. **Revising Credit Limits.** U.S. Bank, at its sole discretion, shall have the right to revise Credit Limits on individual Accounts.
 - a. **Customer Accounts.** U.S. Bank shall provide contemporaneous notice to Customer of any decrease in a Credit Limit that results in a revised Credit Limit that is lower than the current amount due on the Account. Prior to the effective date of any decrease in the Credit Limit, Customer shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the outstanding amount due for such Account to an amount that is less than the revised Credit Limit.
 - b. **Cardholder Accounts.** U.S. Bank, at its sole discretion, has the right to revise Credit Limits and/or limit spending activity on any Cardholder Accounts for which the Cardholder has sole and/or shared liability.
 - c. **Fraudulent Activity.** U.S. Bank may temporarily revise Credit Limits and/or limit spending activity on any Account for which fraudulent activity is suspected.
- C. **Affiliate Participation.** Affiliates may participate under this Agreement upon execution of a Participation Addendum, which must be executed by U.S. Bank and Customer.

III. U.S. AND CANADA COMMERCIAL CARD PROGRAMS

- A. **Scope of Commercial Card Programs.** U.S. Bank U.S.A. is qualified to provide Commercial Card Programs in the United States and U.S. Bank Canada is qualified to provide Commercial Card Programs in Canada. Upon request of Customer and subject to approval by U.S. Bank, U.S. Bank may extend the Commercial Card Program beyond the United States and Canada to the extent permitted by Association regulations and applicable law.
- B. **Card Products.** U.S. Bank may provide the following Card Products to Customer and its Cardholders. The availability of Card Products may differ between the U.S. and Canada. Card Product availability and the Card Products for which Customer has been approved is specified in the applicable Country Addendum.
 1. **U.S. Bank Purchase Card.** The U.S. Bank Purchase Card is a charge card designed for use by Cardholders to charge goods and services related to the business activities of Customer. U.S. Bank also provides central purchase accounts, which can be used for the same purpose, but without the issuance of a physical card.
 2. **U.S. Bank Corporate Card.** The U.S. Bank Corporate Card, including the Relocation Card and Executive Card, is a charge card designed for use by Cardholders to charge travel, entertainment and other goods and services that are related to the business activities of Customer. U.S. Bank also provides central travel accounts, which can be used for the same purpose, but without the issuance of a physical card.
 - a. **U.S. Bank Relocation Card.** The U.S. Bank Relocation Card is a specialized Corporate Card designed for use by Cardholders to charge relocation-related goods and services. In addition to issuing a Relocation Card to the relocating employee, Customer may also elect to have Cards issued to family members of the relocating employee who are assisting with the relocation. Unless request for a different duration, Relocation Cards have a term of twelve (12) months. U.S. Bank also provides central relocation accounts, which can be used for the same purpose, but without the issuance of a physical card.
 - b. **U.S. Bank Executive Card.** The U.S. Bank Executive Card is a specialized Corporate Card that includes a premium package of services for top executives of Customer. Issuance of executive cards is limited to select employees.
 3. **U.S. Bank One Card.** The U.S. Bank One Card is a charge card designed for use by Cardholders that combines Corporate and Purchase Card capabilities on a single Account. The One Card also provides the ability to split billing and/or liability based on purchase type. The One Card can be utilized for travel and entertainment related expenses as well as to charge goods and services related to the business activities of Customer.
- C. **Ancillary Services.** U.S. Bank may provide the following Ancillary Services to Customer and its Cardholders. The availability of Ancillary Services may differ between the U.S. and Canada. Ancillary Service availability and the Ancillary Services for which Customer has been approved is specified in the applicable Country Addendum.
 1. **ATM Access / Cash Advances.** U.S. Bank provides access to Cash Advances through owned and participating bank Automated Teller Machines and Association member offices. If Customer elects to use Cash Advances, U.S. Bank will establish predetermined Cash Advance limits for Cardholders, either as a group or individually. U.S. Bank reserves the right to suspend or terminate Cash Advance access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Customer.
 2. **Convenience Checks (in Canada, "Convenience Cheques").** U.S. Bank can issue Convenience Checks to Cardholders designated by Customer. Replenishment of Convenience Checks will occur upon request by the Cardholder, subject to the Cardholder's Account status and cash availability. Convenience Check transactions are posted to the Cardholder Statement as a Cash Advance. U.S. Bank reserves the right to suspend or terminate Convenience Check access for Cardholders, either as a group or individually, in the event U.S. Bank determines that continued access presents a risk of loss or liability to U.S. Bank or Customer. There are a number of limitations associated with Convenience Checks:
 - a. **Authorization.** There is no authorization process associated with the use of Convenience Checks. At the time of Purchase, U.S. Bank is unable to verify the authenticity of the signature on a Convenience Check, the identity of the person signing the Convenience Check, or restrict the use of Convenience Checks to specific merchant types.

- b. **Disputes.** Use of Convenience Checks and disputes arising therefrom are not covered by Association regulations. Other than the fraudulent use of a Convenience Check by an individual other than the Cardholder, which is governed by the applicable law pertaining to negotiable instruments, there are no dispute rights once a Convenience Check is used to make a Purchase.
 - c. **Returned Checks.** U.S. Bank reserves the right to return a Convenience Check unpaid to the payee if (i) the amount of the Convenience Check exceeds the Cardholder's Cash Advance limit or (ii) U.S. Bank determines that honoring the check presents a risk of loss or liability to U.S. Bank or Customer.
 - d. **Limitation of Liability.** U.S. Bank is not liable for any damages resulting from U.S. Bank's refusal to honor a Convenience Check presented for payment.
- D. Card and Account Issuance.** Customer shall designate to U.S. Bank Cardholders that are authorized to incur expenses on behalf of Customer during the term of this Agreement and who are to receive Cards and/or be issued Account numbers by submitting to U.S. Bank completed, duly authorized applications, in a format specified by U.S. Bank, including any applicable consents and/or authorizations from such Cardholders as may be required by the applicable local law, rule or regulation.
- 1. **Credit Checks.** With respect to any such application, U.S. Bank reserves the right, at its sole cost and expense and to the extent permitted by applicable law, to conduct a credit check on any Cardholder who may have sole and/or shared liability for any Debt incurred under this Agreement.
 - 2. **Exclusion.** U.S. Bank shall have the right to reject any Cardholder application in which the Cardholder may have sole and/or shared liability for any Debt incurred under this Agreement.
 - 3. **Card Delivery.** Unless Customer notifies U.S. Bank to the contrary, U.S. Bank shall issue Cards and/or Accounts directly to Cardholders.
- E. Billing and Payment.** U.S. Bank provides a variety of billing options. The availability of billing options may differ between the U.S. and Canada and between Card Products. Billing option availability and the billing options for which Customer has been approved is specified in the applicable Country Addendum. Depending on the billing option referenced in the applicable Country Addendum, Customer or Cardholder shall pay the amount due on the Statement by the Due Date.
- 1. **Individual Bill.** Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Customer may elect to receive one or more Summary Statements or reports showing all Transactions billed to Cardholder Accounts.
 - 2. **Central Bill.** Each Transaction is either posted to a Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. Customer will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Customer receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.
 - 3. **Split Bill.** All Transactions are posted to a Cardholder Account, but selected Transactions, based on each Transaction's Merchant Category Code, are rolled up to a central account for billing.
 - a. **Cardholder Billing.** All Transactions incurred using the Cardholder Account appear on the Cardholder Statement. Transactions that have been rolled up to the central account are only memo posted on the Cardholder Statement and the amount of such Transactions is not included in the Cardholder Statement's balance due. Transactions that have not been rolled up to the central account are billed on the Cardholder Statement and the amount of such Transactions will be included in the Cardholder Statement's balance due. The Cardholder is responsible for ensuring the balance due on the Cardholder Statement is paid by the Due Date.
 - b. **Central Account Billing.** Transactions that are rolled up from a Cardholder Account appear on the central account and are included in the central account Statement's balance due. Customer is responsible for ensuring the balance due on the Central Account Statement is paid by the Due Date.
 - c. **Transferring Charges.** The billing of Transactions is based on Merchant Category Code, which may cause selected charges to be billed contrary to the Customer and/or Cardholder's intent. In the event a Cardholder is billed for a Transaction that was intended to be billed to a central account, the Transaction will not be transferred from the Cardholder's Account to the central account. The Cardholder should request reimbursement for the Transaction in the same manner as other Transactions billed to the Cardholder Account. In the event a central account is billed for a Transaction that was intended to be billed to a Cardholder Account, Customer may report the Transaction to U.S. Bank, and upon investigation, U.S. Bank may transfer the Transaction to the Cardholder's Account. Such Transactions must be reported to U.S. Bank within thirty (30) days of the date on the Statement on which the transaction first appeared.
 - 4. **Billing Disputes.** Billing disputes must be communicated in writing to U.S. Bank at the address specified in the applicable Country Addendum or the address provided on the Statement. U.S. Bank must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes.
 - 5. **Merchant Category Disclaimer.** Upon request by Customer, U.S. Bank may either prevent or restrict usage of its Card Products to selected merchants based on Merchant Category Code. To the extent this is requested, the following disclaimers apply:
 - a. **Limitation of Liability.** U.S. Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the Transaction authorization request. U.S. Bank has no liability for Transactions declined or approved contrary to the intent of Customer.
 - b. **Incorrect Merchant Category Codes.** To the extent Customer believes a merchant has not been assigned an accurate Merchant Category Code, U.S. Bank will advise the Association of the inaccuracy. Whether or not the Merchant Category Code is changed is dependent upon applicable Association regulations.

6. **Trailing Transactions.** Upon cancellation of an Account, the Customer and/or Cardholder needs to cancel the billing of all recurring Transactions to the Account.
- F. **Liability.** U.S. Bank provides a variety of liability options. The availability of liability options may differ between the U.S. and Canada and between Card Products. Liability option availability and the liability option(s) for which Customer has been approved is/are specified in the applicable Country Addendum.
1. **Corporate Liability.** Customer is solely liable to U.S. Bank for all billed Transactions.
 2. **Joint and Several Liability.** Customer and the Cardholder are jointly and severally liable to U.S. Bank for all billed Transactions.
 3. **Contingent Liability.** The Cardholder is liable to U.S. Bank for all billed Transactions. Customer has contingent liability, which means Customer is liable for any billed Transactions that are legitimate business charges and have not been previously reimbursed by Customer to the Cardholder.
 4. **Split Liability.** Split liability is only available in conjunction with split bill. Transactions billed to the Cardholder Account may have corporate, joint and several, or contingent liability. Transactions billed to the central accounts always have corporate liability.
 5. **Liability Exceptions.** Customer may be liable for all billed Transactions, regardless of liability option specified in the applicable Country Addendum, in the following circumstances:
 - a. **Commercial Card Programs Outside the United States and Canada.** To the extent U.S. Bank provides Commercial Card Programs offered under this Agreement beyond the United States and Canada, Customer shall be liable for all Transactions incurred in connection with such Accounts.
 - b. **Failure to Notify; Liability Exceptions.** Customer shall immediately notify U.S. Bank by telephone at the number provided in the applicable Country Addendum of any of the following:
 - (i) Termination of employment of any Cardholder and/or Program Participant;
 - (ii) Any lost or stolen Card for which the Customer has liability;
 - (iii) Any compromised Account for which the Customer has liability; or
 - (iv) Any compromised information regarding Cards, Accounts and/or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.

Customer shall provide sufficient information as may be requested by U.S. Bank for U.S. Bank to act on such notifications. Failure of Customer to provide notification may result in Customer's liability to pay for all Transactions on such Cards and/or Accounts notwithstanding any liability option specified in the applicable Country Addendum. Liability is limited to period of time from when notification should have been received to when notification is actually received and only for those Transactions that U.S. Bank cannot either charge back to the merchant or collect directly from the Cardholder.
- G. **Delinquency.** If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank by Customer and/or the Cardholder by the Due Date, U.S. Bank shall have the following rights:
1. **Suspension.** U.S. Bank shall have the right to suspend any Account that is delinquent for a period exceeding two (2) Billing Cycles.
 2. **Cancellation.** U.S. Bank shall have the right to cancel any Account that is delinquent for a period exceeding three (3) Billing Cycles.
 3. **Late Fees.** U.S. Bank shall have the right to bill Late Fees on all delinquent Accounts, as specified in the applicable Country Addendum.
 4. **Collection Fees.** U.S. Bank shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent amount on a cancelled Account.

IV. GLOBAL COMMERCIAL CARD PROGRAM

- A. **Scope of Global Commercial Card Program.** As specified in the applicable Country Addendum, U.S. Bank may serve as Lead Bank and/or Participating Bank in the Global Commercial Card Program. The Global Commercial Card Program is provided by U.S. Bank using GCPS and/or U.S. Bank's participation in the VMNC Program. The scope of the Global Commercial Card Program is limited to those territories serviced by financial institutions belonging to GCPS and/or the VMNC Program.
- B. **Lead Bank.** The following terms and conditions apply in connection with U.S. Bank serving as Lead Bank for Customer.
1. **Customer Acknowledgments.** Both GCPS and the VMNC Program use Participating Banks to provide commercial card services outside the United States and Canada. Since these Participating Banks are not affiliated with U.S. Bank and Customer acknowledges the following:
 - a. **Credit Provisions.** Participating Banks not affiliated with U.S. Bank shall underwrite the credit associated with the accounts they issue, which may require Customer and/or Customer Affiliate to provide additional documentation, collateral and/or assurances to the Participating Bank issuing the accounts. Customer acknowledges that a precondition to involvement by Participating Banks in the Global Commercial Card Program is credit approval of Customer, Customer's Affiliates, and/or Cardholders by the Participating Bank.
 - b. **Agreements.** Participating Banks not affiliated with U.S. Bank shall require Customer and/or Customer's Affiliates to execute Participating Bank's local commercial card agreement and cardholders to execute Participating Bank's local cardholder agreement and in each such case to be subject to the terms and applicable local laws related thereto. Customer acknowledges

that a precondition to involvement by Participating Banks in the Global Commercial Card Program is execution of the local commercial card and cardholder agreement.

- c. **Products and Services.** The products and services offered by Participating Banks not affiliated with U.S. Bank may vary from the Commercial Card Program offered by U.S. Bank. Customer acknowledges that U.S. Bank is only liable for delivery of the Commercial Card Program in the United States and/or Canada and that its liability for performance under the Global Commercial Card Program is limited to the duties described in Section IV.B.2.
 - d. **Data Privacy.** Customer acknowledges that the exchange and use of certain information outside the United States and/or Canada may be governed by the laws of the receiving or disclosing territories and agrees to comply with those laws.
2. **Duties of U.S. Bank as Lead Bank.** U.S. Bank, as Lead Bank, shall provide the following services
- a. **Participating Bank Programs.** To the extent there is a Participating Bank in the territories requested by Customer, and if so requested, U.S. Bank shall provide the following services:
 - (i) Work with Participating Banks to provide Customer and/or its Affiliates with a summary of products, services, and pricing for the requested territories.
 - (ii) If multiple Participating Banks exist for a specific territory, either assist in the evaluation of Participating Banks by Customer and/or its Affiliates, or alternatively, recommend a Participating Bank.
 - (iii) Act as in intermediary to resolve any issues between Customer and/or its Affiliates and Participating Bank with respect to credit qualification, contract execution, and/or product and service delivery.
 - b. **New Participating Banks.** To the extent there is not a Participating Bank in the territories requested by Customer, and if so requested, U.S. Bank shall provide the following services:
 - (i) Use commercially reasonable efforts to identify new Participating Banks in territories requested by Customer and/or its Affiliate.
 - (ii) In the event U.S. Bank is unable to identify a Participating Bank in any territory requested by Customer, U.S. Bank, may, at its sole discretion and under whatever terms it may deem appropriate, directly provide certain Card services for Customer in such territories. Any services provided under this provision are governed by this Agreement and the applicable Country Addendum with respect to such territory.
 - c. **Implementation and Ongoing Support.** U.S. Bank shall serve as the primary point of contact for the relationship with Customer and coordinate with Participating Banks in the initial implementation and ongoing management of the Global Commercial Card Program.
 - d. **Global Data Consolidation.** U.S. Bank shall provide Customer with global data consolidation by aggregating all U.S. Bank and Participating Bank transactional data.
3. **Duties of Customer.** In order to enable U.S. Bank to serve as Lead Bank for Customer and fulfill its obligations under this Agreement, Customer agrees to take on the following obligations:
- a. **Implementation and Ongoing Support.** Customer shall assist U.S. Bank in the implementation of the Global Commercial Card Program, including but not limited to, completion of all documents and/or delivery of all information necessary for program implementation, dispute resolution and the coordination of activities between Participating Banks and Customer and/or its Affiliates.
 - b. **Cardholder Consent.** If Customer and/or its Affiliate requests an existing commercial card program provided by a Participating Bank to be included in the Global Commercial Card Program, Customer agrees to the following:
 - (i) To the extent Cardholders have not signed the necessary data privacy consents for global data consolidation, Customer agrees to have such Cardholders sign the necessary consents.
 - (ii) If Customer is unable or unwilling to have Cardholders sign the necessary consents, Customer acknowledges that its access to global consolidated data shall be limited to non-Cardholder specific data that does not directly or indirectly identify an individual.
- C. **Participating Bank.** As a Participating Bank, U.S. Bank shall provide transactional data, in the format specified by GCPS and/or the VMNC Program, to the Lead Bank specified in the applicable Country Addendum.

V. SECURITY AND CONFIDENTIALITY

- A. **Security.** Customer, its Affiliates and Participants shall safeguard information regarding Cards, Account numbers, passwords, personal identification numbers, and other sensitive information provided by U.S. Bank in a manner that is no less stringent than those applicable to Customer's own proprietary information. Each Party will utilize commercially reasonable efforts to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.
- B. **Confidentiality.** The Parties agree to the following provisions regarding the use and disclosure of Confidential Information:
 - 1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means information supplied by one Party ("Disclosing Party") to the other Party ("Recipient") that is expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party.
 - a. **U.S. Bank Confidential Information.** U.S. Bank and Customer agree that the Commercial Card Program and/or Global Commercial Card Program is a unique service involving the exchange of proprietary and/or Confidential Information between

the Parties. Customer agrees that Commercial Card Program and/or Global Commercial Card Program reports, manuals, documentation, and related materials shall be circulated by it only to the extent necessary for Customer, its Affiliates and Participants to manage the Commercial Card Program and/or Global Commercial Card Program and/or use such information in connection with Customer's business.

- b. **Customer Confidential Information.** U.S. Bank and Customer agree that any non-public financial information of Customer and any non-public data regarding Customer Accounts, Transactions, charges, spending volume or repayment terms is Confidential Information of Customer and such information shall be circulated by U.S. Bank only to the extent necessary for U.S. Bank to offer the Commercial Card Program and/or Global Commercial Card Program.
 - c. **Other Confidential Information.** The Parties agree that the terms of this Agreement, including, but not limited to any pricing, rebate or related terms constitute Confidential Information.
2. **Restriction.** Customer and U.S. Bank agree to take all reasonable steps to safeguard the other Party's proprietary and Confidential Information and not to release such information to any person or Party not essential to participation in the Commercial Card Program and/or Global Commercial Card Program.
 3. **Care.** The Recipient shall provide the same care to avoid an unauthorized disclosure, misuse, alteration or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event, less than a reasonable standard of care.
 4. **Relief.** Because damages may be difficult to ascertain, the Parties agree that in the event of any violation of Section V.B, without limiting any other rights and remedies of each other, an injunction may be sought against the Party who has breached or threatened to breach the aforementioned Section.
 5. **Exceptions.** With respect to Confidential Information, U.S. Bank and Customer agree that the other may use and disclose such information for the following purposes:
 - a. **Normal Business Operations.** U.S. Bank and Customer may use and disclose such Confidential Information of the other as is required by normal business operations in connection with the Commercial Card Programs and as may be required by Association Operating Regulations.
 - b. **Legal and Regulatory Requirements.** U.S. Bank and Customer may use and disclose Confidential Information of the other to legal authorities, agents, auditors or regulators of U.S. Bank and Customer, respectively, or as otherwise may be required by law, rule or regulation.
 - c. **Summarized Data.** U.S. Bank and Customer may use and disclose Data to any Person or third party to the extent that such Data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such Data as attributable to U.S. Bank, Customer, its Affiliates, and/or Cardholders.
 - d. **Archived Data.** U.S. Bank and Customer are entitled to retain Confidential Information of the other for archival purposes as required in accordance with applicable law, rule or regulations.
 - e. **Third Parties.** Customer acknowledges that portions of its Account and Transaction data are captured by third parties, including, but not limited to the Associations, third-party service providers, merchants, and merchant processors, during the course of normal business operations and that the confidentiality provisions of this Agreement do not extend to any third party.

VI. TERM AND TERMINATION

- A. **Term.** This Agreement shall remain in effect for the initial term for each Card Product and/or Ancillary Service selected, as indicated on Schedule 1 of the applicable Country Addendum under the column labeled "Base Period" beginning on the date indicated under the column labeled "Commencement Date" and shall continue thereafter for each Card Product and/or Ancillary Service selected until terminated by either Customer or U.S. Bank upon ninety (90) days prior written notice to the non-terminating Party; provided, however, that during the initial term, neither Customer nor U.S. Bank may terminate this Agreement, in whole or in part, except by mutual consent or as otherwise provided under this Section.
- B. **Termination for Cause by Either Party.** Either Party shall have the right to immediately terminate this Agreement with respect to any Card Product and/or Ancillary Service provided under the applicable Country Addendum, or immediately terminate this Agreement in its entirety, by providing written notice of such termination to the other Party, upon one or more of the following events:
 1. Dissolution or liquidation of the other Party, or Parent thereof, if applicable;
 2. Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of, the other Party, or Parent thereof, if applicable or the other Party enters into any other similar proceeding or arrangement for the general benefit of its creditors;
 3. Any failure to perform a material obligation of this Agreement that is not cured within thirty (30) days of receiving notice from the non-breaching Party;
 4. If any material statement, representation or warranty of a Party, its affiliates or Parent at any time furnished to the other Party is untrue in any material respect when made;
 5. A material breach of any other agreement entered into by the Parties.
- C. **Termination for Cause by Customer.** Customer shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided under the applicable Country Addendum, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to U.S. Bank upon one or more of the following events:

1. U.S. Bank's reduction of Customer's Credit Line and/or Credit Limits, as defined in Section II. B., has materially and adversely affected Customer's utilization of any Card Product or the Commercial Card Program.
 2. U.S. Bank's failure to reasonably perform in accordance with a material term of any written proposal and/or presentation provided to Customer by U.S. Bank in contemplation of this Agreement, provided that:
 - a. Customer has worked with U.S. Bank to develop a sixty (60) day action plan to ensure U.S. Bank's performance materially complies with any aforementioned proposal and/or presentation; and
 - b. U.S. Bank has failed to successfully complete all deliverables agreed to in the action plan.
- D. Termination for Cause by U.S. Bank.** U.S. Bank shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided under the applicable Country Addendum, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to Customer upon one or more of the following events:
1. Customer merges, sells or otherwise transfers all or substantially all of its assets that causes a material change to Customer's business and/or financial condition.
 2. Customer's average Transaction size, average spend per account, and/or credit losses makes the overall relationship unprofitable for U.S. Bank, provided that:
 - a. U.S. Bank has worked with Customer to develop a sixty (60) day action plan to return the relationship to profitability; and
 - b. Customer has failed to successfully complete all deliverables agreed to in the action plan.
- E. Effect of Termination.** Upon termination of this Agreement with respect to any Card Product and/or Ancillary Service provided under the applicable Country Addendum, or termination of this Agreement in its entirety, all applicable Cards, Accounts, and/or related services shall be deemed canceled as referenced in such termination notification and shall be effective upon notification of termination to the other Party as referenced herein. Upon termination, Customer shall instruct all Cardholders to destroy their Cards and/or any records of Account numbers. U.S. Bank shall terminate all applicable services thereunder upon a stated termination date. Customer shall remain liable for all Debts arising from the use of a Card and/or Account prior to the termination date, in accordance with the liability options in the applicable Country Addendum.
- F. Surviving Rights.** Rights, obligations and/or liabilities that arise prior to the termination of this Agreement with respect to any Card Product and/or Ancillary Service provided under the applicable Country Addendum, or termination of this Agreement in its entirety, shall survive any such termination.

VII. OTHER TERMS AND CONDITIONS

- A. Intellectual Property.** Customer and U.S. Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. Customer and U.S. Bank each agree that, without prior written consent of the other, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.
- B. No Third Party Beneficiaries or Claims.** Any Commercial Card Program and/or Global Commercial Card Program provided to Customer by U.S. Bank is for the sole and exclusive benefit of Customer and no other persons or organizations shall have any rights and/or remedies arising under or in connection with this Agreement.
- C. Indemnification.** Except as otherwise provided herein and/or expressly provided to the contrary in any Country Addendum, the Parties' indemnification obligations under this Agreement are as follows:
1. **U.S. Bank Indemnification.** U.S. Bank shall indemnify and hold Customer harmless against all losses, damages, costs, expenses and liability that may directly result from (i) the gross negligence or willful act or omission of U.S. Bank, its representatives, successors or permitted assigns, or (ii) any breach by U.S. Bank of any material provision of this Agreement that is not cured by U.S. Bank within sixty (60) days of U.S. Bank's receipt of written notice from Customer of such breach, except to the extent that any such losses, damages, costs, expenses and liability is due or attributable to the gross negligence or willful acts or omissions of Customer, its Affiliates, or Participants.
 2. **Customer Indemnification.** Customer shall indemnify and hold U.S. Bank harmless against all losses, damages, costs, expenses and liability that may directly result from (i) the gross negligence or willful act or omission of Customer, its representatives, successors or permitted assigns, (ii) or any breach by Customer of any material provision of this Agreement that is not cured by Customer within sixty (60) days of Customer's receipt of written notice from U.S. Bank of such breach, except to the extent that any such losses, damages, costs, expenses and liability is due or attributable to the gross negligence or willful acts or omissions of U.S. Bank.
 3. **Intellectual Property Indemnification.** Except to the extent that injury is due to the other Party's negligent or intentional acts or omissions, each Party shall indemnify and hold the other Party harmless against third-party demands, claims, suits, or proceedings alleging infringement of any Intellectual Property of such Party arising out of or incidental to this Agreement.
- D. Limitation of Liability.** NEITHER CUSTOMER, U.S. BANK, NOR ANY PARTY'S AFFILIATES, REPRESENTATIVES AND ASSIGNS SHALL IN ANY EVENT BE LIABLE TO ANOTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE (INCLUDING LOST PROFITS) EVEN IF SUCH PARTY HAD BEEN NOTIFIED OF THEIR POSSIBLE EXISTENCE.
- E. Representations and Warranties.** Each Party represents and warrants with respect to such Party that:
1. This Agreement constitutes a valid, binding and enforceable agreement;
 2. The execution of this Agreement and the performance of the obligations hereunder are within such Party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any material agreement of such Party;

3. The execution of this Agreement and the performance of the obligations hereunder shall not cause a material breach of any duty arising in law or equity; and
4. As of the date of this Agreement, such Party possesses the financial capacity to perform all of its obligations under this Agreement.

The Parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement in accordance with Section V.I.B.3.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, U.S. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PERSON OR THIRD PARTY, WITH RESPECT TO THE COMMERCIAL CARD PROGRAM OR THE GLOBAL COMMERCIAL CARD PROGRAM PROVIDED BY U.S. BANK OR ITS REPRESENTATIVES OR WITH RESPECT TO SOFTWARE SERVICES PROVIDED OR MADE AVAILABLE TO CUSTOMER OR ANY OTHER PERSON FOR ITS USE BY U.S. BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE THEREUNDER.

- F. **Precedence of Terms and Conditions.** Unless expressly agreed in writing by the Parties, in the event of a conflict or inconsistency between the applicable Country Addendum and the Master Agreement, the applicable Country Addendum shall prevail to the extent necessary to remove the conflict or inconsistency.
- G. **Modification or Amendment.** This Agreement shall not be modified or amended except by writing and signed by both Customer and U.S. Bank.
- H. **Severability.** Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.
- I. **Non-Waiver.** The failure of U.S. Bank or Customer to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by either of U.S. Bank or Customer of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.
- J. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned by Customer or its Affiliates without the prior written approval of U.S. Bank.
- K. **Interpretation of this Agreement.** The Parties expressly agree that this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- L. **Notice and Communication.** Except with respect to notices relating to the status of individual Cards and/or Accounts, all notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses indicated in the applicable Country Addendum and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered. Either Party may, by written notice to the other, change its address indicated on such Country Addendum.

VIII. DEFINITIONS

A. Definitions. All capitalized terms used in this Agreement are defined herein and shall have the following meaning:

1. **"Account"** means any account established by U.S. Bank pursuant to this Agreement in the name of Customer, its Affiliates, Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
2. **"Affiliate"** means, in respect of any Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified.
3. **"Ancillary Services"** means any additional services offered in conjunction with an Account, including but not limited to Cash Advances and Convenience Checks.
4. **"Association"** shall mean, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa Canada Association, and Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
5. **"Billing Cycle"** means the period of time from which a Statement is generated until the next Statement is generated.
6. **"Card"** means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Agreement in the name of Customer, its Affiliates, and/or Cardholders.
7. **"Cardholder"** means an individual employee of Customer and/or its Affiliates, named as the holder of the Account or using the Account in the name of Customer and/or its Affiliates, regardless of whether a physical card is issued in conjunction with the Account.
8. **"Cardholder Agreement"** means the U.S. Bank Cardholder agreement in standard form between U.S. Bank and the Cardholder.

9. **"Card Products"** shall refer to the standard U.S. Bank commercial card product offerings, including but not limited to the Purchase Card, Corporate Card, Relocation Card, Executive Card and One Card.
10. **"Cash Advance"** means an advance of cash, in the form of cash or check, that, if permitted according to the terms of this Agreement, is charged to an Account.
11. **"Cash Advance Fee"** means the fee charged by U.S. Bank for a Cash Advance according to the terms of the applicable Country Addendum.
12. **"Central Account"** means any Account used for consolidating Transactions from one or more other Accounts for billing purposes. This includes, but is not limited to **"Central Travel Accounts"**, **"Central Relocation Accounts"** and **"Central Purchase Accounts"**.
13. **"Charge"** shall be defined as any transaction posted to an Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
14. **"Charge-off"** means any amount due and owing that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
15. **"Commercial Card Program"** means the Card Products and Ancillary Services offered by U.S. Bank USA, U.S. Bank Canada, or a Participating Bank.
16. **"Control"** or **"Controlled"** means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
17. **"Convenience Checks"** (in Canada, **"Convenience Cheques"**) means the drafts drawn against an Account by the Cardholder for Purchases.
18. **"Credit Limit"** means, with respect to an Account, the maximum amount of Debt that can remain outstanding and unpaid on an Account.
19. **"Credit Line"** means, with respect to all Accounts, the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Accounts belonging to Customer.
20. **"Data"** means the information regarding or in connection with Accounts and/or Transactions associated with the Commercial Card Program and/or any such information provided by a Lead and/or Participating Bank associated with the Global Commercial Card Program.
21. **"Debt"** means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to U.S. Bank by Customer, its Affiliates, Participants, and/or Cardholders.
22. **"Due Date"** means, with respect to a Statement, the date, as measured by the number of days after the Statement Date, for which the payment of Debt that is listed on the Statement is due.
23. **"Late Fee"** means the fees associated with any Debt that remain unpaid to U.S. Bank by Customer, its Affiliates, Participants, and/or Cardholders after the Due Date on the Statement.
24. **"Fees"** means all fees that are posted to an Account and due and payable to U.S. Bank by Customer, its Affiliates, Participants, and/or its Cardholders that are associated with any Commercial Card Program and/or Global Commercial Card Program, including but not limited to Cash Advance, Foreign Transaction and Late Fees.
25. **"Foreign Transaction Fee"** means the fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
26. **"Fraudulent Charges"** mean those Charges which are not initiated, authorized or otherwise requested by Customer, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer, its Affiliates, and/or a Cardholder.
27. **"GCPS"** means Global Card Processing Services, a joint venture formed by U.S. Bank, Visa and a number of other financial institutions that issue Visa commercial cards to provide commercial cards, data consolidation, and related support for use by multinational business entities.
28. **"Global Commercial Card Program"** means U.S. Bank's global commercial card service offering that involves U.S. Bank's membership in GCPS and VMNC and represents the collective effort of U.S. Bank as Lead Bank and/or Participating Bank and/or unaffiliated GCPS and/or VMNC member financial institutions acting as Lead Bank and/or Participating Banks to provide commercial cards, data consolidation, and related support for use by multinational business entities.
29. **"Intellectual Property"** or **"Intellectual Property Rights"** means any patent rights, copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
30. **"Lead Bank"** means the financial institution that solicits or obtains a multinational commercial card customer for the purpose of providing a global commercial card program utilizing the services of Participating Banks and of which U.S. Bank USA or U.S. Bank Canada is a Lead Bank and/or a Participating Bank under the terms of the Agreement and applicable Country Addendum and related Schedules.
31. **"MasterCard"** means MasterCard® USA, Inc., MasterCard International, and any other MasterCard entity identified in any Country Addendum.

32. **"Master Agreement" or "Agreement"** means this master Commercial Card Program agreement between U.S. Bank and Customer and all attachments hereto.
33. **"Merchant Category Code"** means the code established by the Associations that identifies and classifies goods or services offered by a merchant. Each merchant designates its Merchant Category Code to the applicable Association.
34. **"Parent"** means any Person that Controls a Party.
35. **"Party"** means any one of U.S. Bank USA, U.S. Bank Canada, Customer USA or Customer Canada and **"Parties"** means U.S. Bank USA and/or U.S. Bank Canada and Customer USA and/or Customer Canada.
36. **"Past Due Balance"** means, with respect to a Statement, the total amount of any Debt which remains unpaid to U.S. Bank by Customer, its Affiliate and/or Cardholder after the Due Date specified on such Statement.
37. **"Participant"** means any individual designated by Customer to participate in the Commercial Card Program and have access to program materials, including but not limited to Cardholders, Program Administrators, accounting and finance personnel, system administrators, and general management personnel.
38. **"Participating Bank"** means a financial institution that provides supporting commercial card program services in a specified territory for the Lead Bank in connection with providing a global commercial card program to Customer and/or its Affiliates of which U.S. Bank USA and/or U.S. Bank Canada is a Lead Bank and/or Participating Bank with Customer and/or its Affiliates under the terms of this Agreement and any applicable Country Addendum and related schedules.
39. **"Person" or "person"** means any individual, natural person, corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
40. **"Program Administrator"** means the employee designated by Customer to serve as the primary point of contact between Customer and U.S. Bank and shall be trained and have thorough knowledge of Commercial Card Programs offered by U.S. Bank to Customer.
41. **"Purchase"** means a purchase of goods and/or services that is charged to an Account.
42. **"Statement"** means, with respect to one or more accounts, a periodic billing Statement from U.S. Bank listing all Transactions posted to such Accounts.
43. **"Summary Statement"** means, with respect to one or more accounts, a billing Statement that provides only an aggregate amount of all Transactions posted to such Accounts.
44. **"Transaction"** means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
45. **"Visa"** means Visa[®] USA, Inc., Visa Canada Association, Visa International Service Association, Inc. and any other Visa entity identified in any Country Addendum
46. **"VMNC Program"** means the Visa multinational commercial card program, a program offered by Visa and other financial institutions issuing Visa commercial cards that is designed to support multinational entities by providing commercial cards, data consolidation, and related support.

IX. AUTHORIZATION AND EXECUTION

A. Authorization. Customer certifies to U.S. Bank that the person executing this Agreement is authorized by Customer in accordance with its organization rules and applicable law to bind the Customer to the Terms and Conditions of this Agreement, including the authority to incur debt in the name of the Customer. Customer certifies that the signer's authorization to bind the Customer and incur debt in the name of the Customer is evidenced by the following:

- The signer is an officer as indicated on Customer's SEC 10-K Form (no additional information needed).
- The signer is an officer of the Customer and is acting in his or her capacity as an agent of the Customer. Furthermore, the signer represents and warrants that he or she is duly authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. Customer represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Customer to be duly bound by this Agreement. (No additional information needed unless requested.)

If one of the above boxes cannot be checked, or if in the opinion of U.S. Bank's Credit Department further proof of authority is necessary, customer must provide a Corporate Certificate of Authority that complies with Company's Articles of Organization or Bylaws. Once completed, please check the box below and submit the original document along with this application.

- Customer has completed the U.S. Bank Corporate Certificate of Authority (attach copy of completed Certificate).
- B. Signatures.** In witness whereof, the Parties have, by their duly authorized representatives, executed this Agreement.

In the United States:

<p>Dated this <u>30</u> day of <u>MARCH, 2007</u></p> <p>By Customer USA:</p> <p><u>CITY OF LOS ANGELES</u> (U.S. Company Name)</p> <p><u>Joya C. De Foer</u> (Signature of Authorized Signer)</p> <p><u>JOYA C. DE FOOR</u> (Printed Name of Authorized Signer)</p> <p><u>TREASURER</u> (Printed Title of Authorized Signer)</p>	<p>Dated this _____ day of _____, 20__</p> <p>By U.S. Bank USA:</p> <p><u>U.S. Bank National Association ND</u> (U.S. Company Name)</p> <p>_____ (Signature of Authorized Signer)</p> <p><u>Charles L. Wilkins</u> (Printed Name of Authorized Signer)</p> <p><u>Senior Vice President</u> (Printed Title of Authorized Signer)</p>
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U.S. Bank

Country Addendum
United States

- A. Applicability and Scope of this Addendum.** The United States Country Addendum ("U.S. Country Addendum") is incorporated by reference and modifies, to the extent applicable, the terms and conditions of the Master Agreement between U.S. Bank USA and Customer USA. The terms and conditions of this U.S. Country Addendum are only applicable to U.S. Bank USA and Customer USA with respect to the Commercial Card Program provided by U.S. Bank USA to Customer USA in the United States. All capitalized terms used herein that are not defined herein have the meaning ascribed thereto in the Master Agreement.
- B. Primary Provider.** The Parties acknowledge and agree that U.S. Bank USA shall be the primary provider to Customer USA of the Card Products and Ancillary Service in U.S. Schedule 1.
- C. United States Commercial Card Program and Card Issuance.** U.S. Bank USA has approved Customer USA for the Commercial Card Program in the United States and shall provide the products and options indicated in U.S. Schedule 1. Customer USA shall designate to U.S. Bank USA proposed employees who are anticipated to incur expenses on behalf of Customer USA and who are to receive Accounts, with or without Cards, by submitting completed, duly authorized applications, in a format specified by U.S. Bank USA, and with any applicable consents or authorizations from such Cardholder applicant as may be required herein or in such applications. If an Account is used for Purchases or to obtain cash in a country other than the United States, the Statement shall reflect the conversion into U.S. Dollars of Transactions that occurred in a different currency and an applicable exchange rate for any such conversion.
- D. Collection and Use of Personal Information.** While not applicable in the United States, Customer USA acknowledges that certain territories regulate and limit the exchange of personally identifiable information of individuals, specifically for the purposes of a Global Commercial Card Program and that such laws may restrict the flow of information to Customer USA from U.S. Bank USA via Customer USA's Affiliates, Participating Banks and/or the Associations if such individuals have not provided consent to such exchange and disclosure. Customer USA understands and agrees that to the extent that personally identifiable information is requested by Customer USA: (a) Customer USA shall comply with all applicable data privacy laws and any associated privacy policies imposed by Participating Banks; (b) Customer USA shall provide reasonable assistance to U.S. Bank USA and any Participating Bank in effectuating compliance with such data privacy laws of Customer USA's Affiliates and Cardholders, and any data privacy policies of Participating Banks (including updating information provided to Participating Banks); and (c) Commercial Card Program products and services requested by Customer USA for its Affiliates on behalf of Customer USA shall not be activated without the necessary consents to all applicable privacy policies or information regulations.
- E. USA Patriot Act.** In order to comply with the requirements of the USA Patriot Act, U.S. Bank USA may require Customer USA, its Affiliates and/or Cardholders to provide their legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank USA to identify each Customer, Affiliate and/or Cardholders prior to establishing an Account under or in connection with the Master Agreement. U.S. Bank USA reserves the right to require that Customer, its Affiliates and/or Cardholders promptly provide to U.S. Bank USA sufficient identification documents upon request and in connection with USA Patriot Act compliance.
- F. Governing Law.** Except as provided to the contrary herein, the law of the State of North Dakota and applicable federal laws and regulations of the United States shall apply to all Commercial Card Program services provided by U.S. Bank USA. Notwithstanding the foregoing, the laws of the State of Minnesota and applicable federal laws and regulations of the United States shall govern Software Services provided to Customer USA under this U.S. Country Addendum.
- G. Other Agreements and Regulations.** In addition to this U.S. Country Addendum, the products and services provided to Customer USA are subject to the following additional agreements and/or regulations:
1. **Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (collectively referred to as the "NACHA Rules");
 2. **Association Operating Regulations.** Association operating rules and regulations, including, without limitation, Visa USA, Visa International, MasterCard USA, and MasterCard International; and
 3. **Cardholder Agreement.** Each Cardholder may receive a Cardholder Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement.
- H. Notices.** In the United States, all notices required by and subject to this U.S. Country Addendum shall be sent to the appropriate Party at the address set forth below:

U.S. Bank USA	Customer USA
U.S. Bank National Association ND Corporate Payment Systems Mail Code EP-MN-L26C 200 South Sixth Street Minneapolis, MN 55402 U.S.A. Attn: CPS Contract Services	CITY OF LOS ANGELES OFFICE OF THE TREASURER 200 N. SPRING STREET – ROOM 201 LOS ANGELES, CA 90012

- I. Disputes.** All disputes regarding Charges or billings for the U.S. Bank USA Commercial Card Program shall be communicated in writing within sixty (60) days of statement date to U.S. Bank USA at the address set forth below:

U.S. Bank P.O. Box 6344 Fargo, ND 58125-6344 U.S.A.
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- J. **Customer Service.** In the United States, to contact a customer service representative for all Commercial Card Program services, Customer USA, its Participants and Cardholders may call the following telephone numbers for answers to questions about U.S. Bank USA Accounts, take reports of lost or stolen Cards, compromised Accounts and/or to answer questions about Ancillary Services.

800-344-5696 (Program Services)	24 hours per day / 7 days per week
877-887-9260 (Cardholders, Software Customer Service)	24 hours per day / 7 days per week
877-452-8083 (Program Administrators, Software Customer Service)	8:30 a.m.-8:00 p.m., CST Monday-Friday

- K. **Schedules.** The following schedules are attached to and incorporated into this U.S. Country Addendum:

1. U.S. Schedule 1 – Approved Card Products and Ancillary Services
2. U.S. Schedule 2 – Commercial Card Program Fees
3. U.S. Schedule 3 – Revenue Sharing Opportunity

L. **Authorization and Execution**

1. **Authorization.** Customer USA certifies to U.S. Bank that the person executing this U.S. Country Addendum is authorized by Customer USA in accordance with its organization rules and applicable law to bind the Customer USA to the Terms and Conditions of this U.S. Country Addendum, including the authority to incur debt in the name of the Customer USA. Customer USA certifies that the signer's authorization to bind the Customer USA and incur debt in the name of the Customer USA is evidenced by the following:

- The signer is an officer as indicated on Customer USA's SEC 10-K Form (no additional information needed).

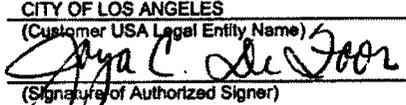
Joe X

The signer is an officer of the Customer USA and is acting in his or her capacity as an agent of the Customer USA. Furthermore, the signer represents and warrants that he or she is duly authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. Customer USA represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Customer USA to be duly bound by this U.S. Country Addendum. (No additional information needed unless requested.)

If one of the above boxes cannot be checked, or if in the opinion of U.S. Bank's Credit Department further proof of authority is necessary, customer must provide a Corporate Certificate of Authority that complies with Company's Articles of Organization or Bylaws. Once completed, please check the box below and submit the original document along with this application.

- Customer USA has completed the U.S. Bank Corporate Certificate of Authority (attach copy of completed Certificate).

2. **Signatures.** In witness whereof, the Parties have, by their duly authorized representatives, executed this U.S. Country Addendum:

Dated this <u>30</u> day of <u>MARCH, 2007</u>	Dated this _____ day of _____, 200__
By Customer USA:	By U.S. Bank USA:
<u>CITY OF LOS ANGELES</u> (Customer USA Legal Entity Name)	<u>U.S. Bank National Association ND</u>
 (Signature of Authorized Signer)	_____ (Signature of Authorized Signer)
<u>JOYA C. DE FOOR</u> (Printed Name of Authorized Signer)	<u>Charles L. Wilkins</u> (Printed Name of Authorized Signer)
<u>TREASURER</u> (Printed Title of Authorized Signer)	<u>Senior Vice President</u> (Printed Title of Authorized Signer)

**U.S. Schedule 1
Approved Card Products and Ancillary Services**

A. Corporate Card

Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
Corporate Cards <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Central Travel Accounts <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Relocation Cards <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Central Relocation Accounts <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Executive Cards <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input type="checkbox"/> No	ATM Access / Cash Advances <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

B. Purchase Card

Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
Purchase Cards <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Purchase Accounts <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ATM Access / Cash Advances <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input checked="" type="checkbox"/> Other Date: <u>April 1, 2007</u>		Three Years

**U.S. Schedule 1
Approved Card Products and Ancillary Services**

C. One Card

Corporate Liability Program: Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
One Cards <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Travel Accounts <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Purchase Accounts <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Executive Cards <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input type="checkbox"/> No	ATM Access / Cash Advances <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

Split Liability Program: Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
Card Transactions – Travel	Contingent	Individual Bill	Monthly	25 Days
Card Transactions – Purchase	Corporate	Central Bill	Monthly	14 Days
Central Travel Accounts <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Purchase Accounts <input type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Executive Cards <input type="checkbox"/> Yes <input type="checkbox"/> No	Per transaction type	Per transaction type	Monthly	25 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input type="checkbox"/> No	ATM Access / Cash Advances <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

D. Global Commercial Card Program

- Yes No
- U.S. Bank USA shall be the Lead Bank for Customer USA.
- U.S. Bank USA shall be a Participating Bank for Customer USA with _____ as the Lead Bank in connection with the Global Commercial Card Program.

**U.S. Schedule 2
Commercial Card Program Fees**

A. Commercial Card Product Fees

Card Product	Card Product Fees		Delinquency Fees	
	Description	Fee	Description	Fee
Corporate Cards and Central Travel Accounts	Annual Card Fee	\$0.00	Not Paid by Due Date	0%
	Overnight Card Delivery	\$20.00		
	Non-Sufficient Funds Fee	\$15.00		
	Statement Copy	\$5.00		
	Draft Copy	\$5.00		
Travel Accident Insurance: \$250,000	\$0.00	Not Paid by Each Subsequent Billing Cycle	2.5%	
Annual Card Fee	\$0.00			
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00			
Statement Copy	\$5.00			
Draft Copy	\$5.00	Not Paid by Due Date	1.0%	
Travel Accident Insurance: \$250,000	\$0.00			
Annual Card Fee	\$0.00			
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00			
Statement Copy	\$5.00	Not Paid by Each Subsequent Billing Cycle	2.5%	
Draft Copy	\$5.00			
Travel Accident Insurance: \$1,000,000.00	\$0.00			
Annual Card Fee: Up to 1% of Cards Issued	\$0.00			
Over 1% of Cards Issued	\$100.00			
Overnight Card Delivery	\$20.00	Not Paid by Due Date	1.0%	
Non-Sufficient Funds Fee	\$15.00			
Statement Copy	\$5.00			
Draft Copy	\$5.00			
Travel Accident Insurance: \$1,000,000.00	\$0.00			Not Paid by Each Subsequent Billing Cycle
Annual Card Fee	\$0.00			
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00			
Statement Copy	\$5.00			
Draft Copy	\$5.00	Not Paid by Due Date	1.0%	
Travel Accident Insurance: \$250,000	\$0.00			
Annual Card Fee	\$0.00			
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00			
Statement Copy	\$5.00	Not Paid by Each Subsequent Billing Cycle	2.5%	
Draft Copy	\$5.00			
Travel Accident Insurance: \$250,000	\$0.00			
Annual Card Fee	\$0.00			
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00	Not Paid by Due Date	1.0%	
Statement Copy	\$5.00			
Draft Copy	\$5.00			
Travel Accident Insurance: \$250,000	\$0.00			
Annual Card Fee	\$0.00			Not Paid by Each Subsequent Billing Cycle
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00			
Statement Copy	\$5.00			
Draft Copy	\$5.00			
Travel Accident Insurance: \$250,000	\$0.00	Not Paid by Due Date	1.0%	
Annual Card Fee	\$0.00			
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00			
Statement Copy	\$5.00			
Draft Copy	\$5.00	Not Paid by Each Subsequent Billing Cycle	2.5%	
Travel Accident Insurance: \$250,000	\$0.00			
Annual Card Fee	\$0.00			
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00			
Statement Copy	\$5.00	Not Paid by Due Date	1.0%	
Draft Copy	\$5.00			
Travel Accident Insurance: \$250,000	\$0.00			
Annual Card Fee	\$0.00			
Overnight Card Delivery	\$20.00			
Non-Sufficient Funds Fee	\$15.00	Not Paid by Each Subsequent Billing Cycle	2.5%	
Statement Copy	\$5.00			
Draft Copy	\$5.00			
Travel Accident Insurance: \$250,000	\$0.00			
Annual Card Fee	\$0.00			

B. Ancillary Service Fees

Ancillary Service	Description	Fee	Ancillary Service	Description	Fee
Convenience Checks	Transaction Fee	2.5%	ATM Access / Cash Advances	Transaction Fee	2.5%
	Minimum Fee	\$3.00		Minimum Fee	\$2.00
	Returned Check Fee	\$15.00			
	Stop Payment Fee	\$15.00			
	Copy Fee	\$2.00			

C. Foreign Transaction Fees. U.S. Bank USA currently assesses a two and one half percent (2.5%) Foreign Transaction Fee but reserves the right to raise the fee with sixty (60) days prior written notice to Customer USA.

**U.S. Schedule 3
Revenue Sharing Opportunity**

- A. **Sales Volume Estimates.** U.S. Schedule 3 has been prepared by U.S. Bank USA using the following non-binding sales volume estimates which were provided to U.S. Bank USA by Customer USA:

1. **Purchase Card**

Year	Estimated Sales Volume
1	\$3,000,000.00
2	\$4,000,000.00
3	\$5,000,000.00

B. **Purchase Card Revenue Share.**

1. **Terminology.**

- a. **"Account"** means any account number to which Charges and payments may be posted. This includes Purchase Cards and Central Purchase Accounts.
- b. **"Agreement Year"** means a twelve (12) month period beginning with the first such period following the Commencement Date of the Master Agreement.
- c. **"Average Transaction Size"** means the Net Annual Charge Volume divided by the number of purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
- d. **"Charge-off"** means any amount due and owing to U.S. Bank USA or its affiliates by Customer USA that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
- e. **"Client Held Days"** means the actual number of days from billing cycle date to the date U.S. Bank USA applies payment (annual per statement cycle average).
- f. **"Client Held Days Payment Performance"** means the average speed of repayment of Charges made for each Agreement Year.
- g. **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Customer, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer, its Affiliates, and/or a Cardholder.
- h. **"Net Annual Charge Volume"** means all Charges set forth on the Statements furnished for all Accounts, less Fees, Cash Advances, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank USA with respect to such Accounts as uncollectible for each Agreement Year.
- i. **"Revenue Share"** means the combination of the Performance Rebate and Volume Rebate.
- i. **"Total Rebate Percentage"** means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.

2. **Conditions.** The following conditions apply to all Revenue Share opportunities:

- a. **Timing.** The first Revenue Share payment, if any, shall be made within ninety (90) days after the end of the first (1st) Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.
- b. **Adjustments.** Any Revenue Share payment made pursuant to the Master Agreement and this U.S. Country Addendum will be net of Fraudulent Charges and accumulated Charge-offs resulting from participation in U.S. Bank USA or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated.
- c. **Penalties.** In the event that the Master Agreement and/or this U.S. Country Addendum is terminated early without cause and/or the primary provider provision of this U.S. Country Addendum is violated, in addition to any other remedies available to U.S. Bank USA, this Revenue Share opportunity shall immediately terminate and all rights hereunder shall cease.
- d. **Confidentiality.** Customer USA expressly agrees that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties without U.S. Bank USA's prior written consent, which may be exercised at its sole option.

3. **Minimum Performance Requirements.** No Revenue Share calculation shall be made unless:

- a. The Client Turn Days Payment Performance for all Account Statements is equal to or less than fourteen (14) Client Held Days.
- b. The Net Annual Charge Volume is equal to or greater than five million U.S. Dollars (\$5,000,000.00).
- c. The Average Transaction Size is equal to or greater than one hundred fifty U.S. Dollars (\$150.00).

4. **Performance Rebate.** U.S. Bank USA shall pay to Customer USA a portion of their aggregate Net Annual Charge Volume through a rebate ("Performance Rebate"). The Performance Rebate will be based on the Client Held Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

**U.S. Schedule 3
Revenue Sharing Opportunity**

Client Held Days	Performance Rebate Percentage
14	0.00000%
13	0.01000%
12	0.02000%
11	0.03000%
10	0.04000%
9	0.05000%
8	0.06000%
7	0.07000%
6	0.08000%
5	0.09000%
4	0.10000%
3	0.11000%
2	0.12000%
1	0.13000%
0	0.14000%

5. **Volume Rebate.** U.S. Bank USA will pay to Customer USA a portion of their aggregate Net Annual Charge Volume through a rebate ("Volume Rebate"). The Volume Rebate will be based on the Net Annual Charge Volume and the Average Transaction Size. The Volume Rebate calculation will be made in accordance with Table B, below.

**U.S. Schedule 3
Revenue Sharing Opportunity**

Table B																
Net Annual Charge Volume	Average Transaction Size															
	\$150.00	\$160.00	\$170.00	\$180.00	\$190.00	\$200.00	\$210.00	\$220.00	\$230.00	\$240.00	\$250.00	\$300.00	\$350.00	\$400.00	\$450.00	\$500.00
	Volume Rebate Percentage															
\$5,000,000.00	0.2960%	0.3280%	0.3560%	0.3800%	0.4030%	0.4230%	0.4410%	0.4570%	0.4720%	0.4860%	0.4990%	0.5490%	0.5860%	0.6130%	0.6340%	0.6510%
\$6,000,000.00	0.3190%	0.3510%	0.3790%	0.4030%	0.4260%	0.4460%	0.4640%	0.4800%	0.4950%	0.5090%	0.5220%	0.5720%	0.6090%	0.6360%	0.6570%	0.6740%
\$7,000,000.00	0.3430%	0.3750%	0.4030%	0.4270%	0.4500%	0.4700%	0.4880%	0.5040%	0.5190%	0.5330%	0.5460%	0.5960%	0.6330%	0.6600%	0.6810%	0.6980%
\$8,000,000.00	0.3660%	0.3980%	0.4260%	0.4500%	0.4730%	0.4930%	0.5110%	0.5270%	0.5420%	0.5560%	0.5690%	0.6190%	0.6560%	0.6830%	0.7040%	0.7210%
\$9,000,000.00	0.3900%	0.4220%	0.4500%	0.4740%	0.4970%	0.5170%	0.5350%	0.5510%	0.5660%	0.5800%	0.5930%	0.6430%	0.6800%	0.7070%	0.7280%	0.7450%
\$10,000,000.00	0.4130%	0.4450%	0.4730%	0.4970%	0.5200%	0.5400%	0.5580%	0.5740%	0.5890%	0.6030%	0.6160%	0.6660%	0.7030%	0.7300%	0.7510%	0.7680%
\$11,000,000.00	0.4370%	0.4690%	0.4970%	0.5210%	0.5440%	0.5640%	0.5820%	0.5980%	0.6130%	0.6270%	0.6400%	0.6900%	0.7270%	0.7540%	0.7750%	0.7920%
\$12,000,000.00	0.4600%	0.4920%	0.5200%	0.5440%	0.5670%	0.5870%	0.6050%	0.6210%	0.6360%	0.6500%	0.6630%	0.7130%	0.7500%	0.7770%	0.7980%	0.8150%
\$13,000,000.00	0.4840%	0.5160%	0.5440%	0.5680%	0.5910%	0.6110%	0.6290%	0.6450%	0.6600%	0.6740%	0.6870%	0.7370%	0.7740%	0.8010%	0.8220%	0.8390%
\$14,000,000.00	0.5070%	0.5390%	0.5670%	0.5910%	0.6140%	0.6340%	0.6520%	0.6680%	0.6830%	0.6970%	0.7100%	0.7600%	0.7970%	0.8240%	0.8450%	0.8620%
\$15,000,000.00	0.5300%	0.5620%	0.5900%	0.6140%	0.6370%	0.6570%	0.6750%	0.6910%	0.7060%	0.7200%	0.7330%	0.7830%	0.8200%	0.8470%	0.8680%	0.8850%

6. **Revenue Share Calculation.** U.S. Bank USA will calculate the Client Held Days Payment Performance for the Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank USA will calculate the Net Annual Charge Volume and the Average Transaction Size for the same Agreement Year to find the Volume Rebate Percentage on Table B for the Volume Rebate. Annually, U.S. Bank USA will multiply the Total Rebate Percentage by the Net Annual Charge Volume for that same Agreement Year. The result will be the gross Revenue Share. U.S. Bank USA will subtract any Fraudulent Charges and/or Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Revenue Share. The result will be the net Revenue Share. Any Charge-offs in excess of the net Revenue Share from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years.

CERTIFICATE OF AUTHORITY

1. **Government Entity Information.** This Certificate of Authority has been completed on behalf of the following government entity (the "Government Entity"):

Government Entity Name: City of Los Angeles
 Federal Tax Identification Number: [REDACTED]

2. **Authorized Persons.** In accordance with the governance rules relating to the Government Entity, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Government Entity, to execute and deliver to U.S. Bank National Association ND ("U.S. Bank") the applicable U.S. Bank commercial card program agreement(s), any applicable addenda and/or amendment thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more commercial card programs, extending credit and providing related services to the Government Entity with U.S. Bank in the United States (collectively, the "Services"):

Name	Title	Signature
Crista Binder	Assistant Treasurer	

3. **Execution Requirements.** The governance rules relating to the Government Entity require the following number of Authorized Persons to sign the Documents for the Services (choose only one):

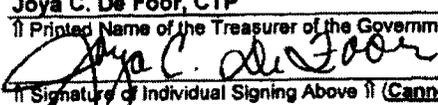
- One (1) Authorized Person
 Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Government Entity and not in his or her personal capacity, certifies and warrants that (a) all action required by Government Entity's organizational documents to authorize the signer(s) to act on behalf of the Government Entity in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Government Entity, has been taken, (b) each signer is empowered in the name of and on behalf of the Government Entity to enter into all transactions and Services contemplated in the Documents and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the Treasurer and I am acting in my official capacity as an authorized officer who has been given the authority by the Government Entity to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Government Entity to execute and deliver to U.S. Bank, on behalf of the Government Entity, and to bind the Government Entity under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

Joya C. De Foor, CTP

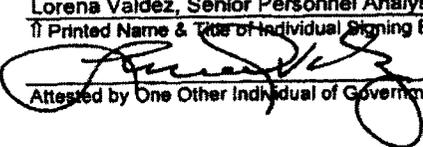
↑ Printed Name of the Treasurer of the Government Entity ↑

 1/12/2009
 ↑ Signature of Individual Signing Above ↑ (Cannot be an Authorized Person listed in Section 2) Date

I certify that I am an officer of the Government Entity, and as such, I certify that the above-named Treasurer is acting in such capacity on behalf of the Government Entity, the signature below is my genuine signature and the signature above is the genuine signature of such Treasurer.

Lorena Valdez, Senior Personnel Analyst

↑ Printed Name & Title of Individual Signing Below ↑

 1/13/09
 Attested by One Other Individual of Government Entity ↑ Signature ↑ (Cannot be an Authorized Person listed in Section 2) Date

In witness whereof, the parties hereto have, by their duly authorized representatives, executed this Amendment No. 1.

Dated this 18th day of March, 2009
By Customer:

City of Los Angeles

(U.S. Government Entity)



(Signature of Authorized Signer)

Crisla Binder, CTP

(Printed Name of Authorized Signer)

Assistant Treasurer

(Printed Title of Authorized Signer)

Dated this 16th day of April, 2009
By U.S. Bank:

U.S. Bank National Association ND

(U.S. Company Name)



(Signature of Authorized Signer)

Jeffrey A. Rankin

(Printed Name of Authorized Signer)

Senior Vice President

(Printed Title of Authorized Signer)

**U.S. Schedule 1
Approved Card Products and Ancillary Services**

C. One Card

Corporate Liability Program: Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
One Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Travel Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Purchase Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Executive Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ATM Access / Cash Advances <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

Split Liability Program: Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
Card Transactions – Travel	Contingent	Individual Bill	Monthly	25 Days
Card Transactions – Purchase	Corporate	Central Bill	Monthly	14 Days
Central Travel Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Purchase Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Executive Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Per transaction type	Per transaction type	Monthly	25 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ATM Access / Cash Advances <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

D. Global Commercial Card Program

- Yes No
- U.S. Bank USA shall be the Lead Bank for Customer USA.
- U.S. Bank USA shall be a Participating Bank for Customer USA with _____ as the Lead Bank in connection with the Global Commercial Card Program.

**U.S. Schedule 3
Revenue Sharing Opportunity**

Table A	
File Turn Days	Performance Rebate Percentage
28	0.0000%
28	0.0100%
27	0.0200%
26	0.0300%
25	0.0400%
24	0.0500%
23	0.0600%
22	0.0700%
21	0.0800%
20	0.0900%
19	0.1000%
18	0.1100%
17	0.1200%
16	0.1300%
15	0.1400%
14	0.1500%
13	0.1600%
12	0.1700%
11	0.1800%
10	0.1900%
9	0.2000%
8	0.2100%
7	0.2200%
6	0.2300%
5	0.2400%
4	0.2500%
3	0.2600%
2	0.2700%
1	0.2800%
0	0.2900%

5. **Volume Rebate.** U.S. Bank USA shall pay to Customer USA a portion of its aggregate Net Annual Charge Volume through a rebate ("Volume Rebate"). The Volume Rebate will be based on the Net Annual Charge Volume. The Volume Rebate calculation will be made in accordance with Table B, below.

**U.S. Schedule 3
Revenue Sharing Opportunity**

Volume Rebate. Next, U.S. Bank USA will multiply the Total Rebate Percentage by the Net Quarterly Charge Volume for the first (1st) and second (2nd) Agreement Quarters. The result will be the gross Revenue Share for the second (2nd) Agreement Quarter of the first (1st) Agreement Year. U.S. Bank USA will subtract any payments from the first (1st) Agreement Quarter of the Agreement Year, any Charge-offs, and/or Fraudulent Charges that have not been subtracted at any time during any of the past Agreement Quarter(s) from the gross Revenue Share. The result will be the net Revenue Share for the second (2nd) Agreement Quarter for the first (1st) Agreement Year.

For the third (3rd) Agreement Quarter of the first (1st) Agreement Year, U.S. Bank USA will calculate the File Turn Days Payment Performance for the entire nine (9) months, that is the first (1st), second (2nd) and third (3rd) Agreement Quarters to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank USA will calculate the Net Quarterly Charge Volume for the same nine (9) month period. U.S. Bank USA will divide the Net Quarterly Charge Volume from the first (1st), second (2nd) and third (3rd) Agreement Quarters by nine (9) and then multiply the result by twelve (12) to arrive at the estimated Net Annual Charge Volume. U.S. Bank USA will use this estimated Net Annual Charge Volume to find the Volume Rebate Percentage on Table B for the Volume Rebate. Next, U.S. Bank USA will multiply the Total Rebate Percentage by the Net Quarterly Charge Volume for the first (1st), second (2nd) and third (3rd) Agreement Quarters. The result will be the gross Revenue Share for the third (3rd) Agreement Quarter of the first (1st) Agreement Year. U.S. Bank USA will subtract any payments from the first (1st) and second (2nd) Agreement Quarters of the Agreement Year, any Charge-offs, and/or Fraudulent Charges that have not been subtracted at any time during any of the past Agreement Quarter(s) from the gross Revenue Share. The result will be the net Revenue Share for the third (3rd) Agreement Quarter for the first (1st) Agreement Year.

For the last calculation of the first (1st) Agreement Year, U.S. Bank USA will calculate the File Turn Days Payment Performance for the first (1st) Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank USA will calculate the Net Annual Charge Volume for the first (1st) Agreement Year to find the Volume Rebate Percentage on Table B for the Volume Rebate. Next, U.S. Bank USA will multiply the Total Rebate Percentage by the Net Annual Charge Volume for first (1st) Agreement Year. The result will be the gross Revenue Share for the first (1st) Agreement Year. U.S. Bank USA will subtract the payments from the first (1st), second (2nd), and third (3rd) Agreement Quarters, any Charge-offs, and/or Fraudulent Charges that have not been subtracted at any time during any of the past Agreement Quarter(s) from the gross Revenue Share. The result will be the net Revenue Share for the fourth (4th) Agreement Quarter for the first (1st) Agreement Year. If the net Revenue Share is a negative amount, the amount will be subtracted from future net Revenue Share(s).

Any Charge-offs and/or Fraudulent Charges in excess of the net Revenue Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters. Subsequent Revenue Share calculations shall be made in a similar fashion. Upon termination of the Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank USA may request, and Customer USA agrees to reimburse, U.S. Bank USA up to the dollar amount previously paid by U.S. Bank USA to Customer USA.

REBATES

Volume and Average Annual Spend Per Card Rebates

Bank will calculate a rebate based on the combined annual Purchasing and Travel Charge Volume and Average Annual Spend Per Card tier achieved in the following schedule. Rebates will be paid on the Charge Volume.

15 BANK
 2.5190
 2.6360
 2.7530
 2.8190
 1150
 2010
 2070
 20
 50
 2200
 2240
 2280
 2320
 2360
 2400

Combined Purchasing and Travel Annual Charge Volume	Average Annual Spend Per Card								
	\$5,000	\$7,500	\$10,000	\$12,500	\$15,000	\$20,000	\$25,000	\$30,000	
\$5,000,000	0.14%	0.23%	0.27%	0.30%	0.32%	0.34%	0.35%	0.36%	
\$10,000,000	0.42%	0.51%	0.55%	0.58%	0.59%	0.62%	0.63%	0.64%	
\$15,000,000	0.54%	0.63%	0.68%	0.70%	0.72%	0.74%	0.76%	0.77%	
\$20,000,000	0.60%	0.70%	0.74%	0.77%	0.78%	0.81%	0.82%	0.83%	
\$25,000,000	0.64%	0.73%	0.78%	0.80%	0.82%	0.84%	0.86%	0.87%	
\$30,000,000	0.68%	0.77%	0.82%	0.84%	0.86%	0.88%	0.90%	0.91%	
\$35,000,000	0.67%	0.76%	0.80%	0.83%	0.85%	0.87%	0.89%	0.90%	
\$40,000,000	0.67%	0.77%	0.81%	0.84%	0.86%	0.88%	0.90%	0.90%	
\$45,000,000	0.68%	0.77%	0.82%	0.85%	0.86%	0.89%	0.90%	0.91%	
\$50,000,000	0.68%	0.78%	0.82%	0.85%	0.87%	0.89%	0.91%	0.92%	
\$55,000,000	0.68%	0.78%	0.83%	0.85%	0.87%	0.90%	0.91%	0.92%	
\$60,000,000	0.69%	0.78%	0.83%	0.86%	0.88%	0.90%	0.91%	0.92%	
\$65,000,000	0.69%	0.78%	0.83%	0.86%	0.88%	0.90%	0.92%	0.93%	
\$70,000,000	0.69%	0.78%	0.83%	0.86%	0.88%	0.90%	0.92%	0.93%	
\$75,000,000	0.69%	0.79%	0.83%	0.86%	0.88%	0.90%	0.92%	0.93%	

Large Ticket Rebate

Bank will pay the City an annual rebate of 0.40% on annual Large Ticket Transaction Volume.

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 calendar year, Bank will invoice the City for the amount in excess of the rebate, which amount shall be payable within 14 days. 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 prior six-month period. If the City 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.

**AMENDMENT NO. 1
TO THE
U.S. BANK
COMMERCIAL CARD
MASTER AGREEMENT**

This Amendment No. 1 ("Amendment No. 1") is entered into, by and between U.S. Bank National Association ND ("U.S. Bank") and the entity identified herein and executing this Amendment No. 1 as "Customer", to amend the U.S. Bank Commercial Card Master Agreement, dated April 1, 2007 (the "Master Agreement") between Customer and U.S. Bank. This Amendment No. 1 shall become effective upon signing by or on the behalf of U.S. Bank ("Effective Date") and supersedes any previous and like amendment(s) with Customer.

Whereas, the Master Agreement provides that the Master Agreement may be amended from time to time by a written instrument signed by the parties; and

Whereas, all of the parties wish to amend the Master Agreement as hereinafter set forth herein.

Now, therefore, in consideration of the promises, the mutual covenants set forth in the Master Agreement and this Amendment No. 1, and other good and valuable consideration, the sufficiency and adequacy of which is acknowledged, Customer and U.S. Bank agree to amend the Master Agreement as follows:

1. Capitalized terms used in this Amendment No. 1 and not otherwise defined in this Amendment No. 1 are used with the same respective meanings attributed thereto in the Master Agreement.
2. Section VI. Term and Termination, A. Term, of the Master Agreement is hereby deleted in its entirety and replaced with the following:
 - A. Term. This Agreement shall remain in full force and effect for the term for each Card Product and/or Ancillary Service selected, as indicated on Schedule 1 of the applicable Country Addendum under the column labeled "Base Period" beginning on the date indicated under the column labeled "Commencement Date" and shall continue thereafter for each Card Product and/or Ancillary Service selected until terminated by either Customer or U.S. Bank upon ninety (90) days prior written notice to the non-terminating Party, provided however, that, during the initial term, neither Customer nor U.S. Bank may terminate this Agreement, in whole or in part, except by mutual consent or as otherwise provided under this Section.
3. The following language is hereby added as new Section G to the U.S. Country Addendum to the Master Agreement and the remaining sections are hereby reclassified sequentially starting with letter H.
 - G. Interchange Rate. U.S. Bank USA predicates the pricing contained in this U.S. Country Addendum on the industry business model used to regulate interchange rates. Should a material change in the industry business model occur either in the 1) interchange rates (from those rates in effect as of the Commencement Date of this Master Agreement) or 2) regulation of such interchange rates, U.S. Bank USA shall have the right to negotiate a new offering with Customer USA. If the Parties cannot reach an agreement on the new offering, either Party may terminate the Master Agreement upon sixty (60) days prior written notice.
4. Table B. Ancillary Service Fees of U.S. Schedule 2, Commercial Card Program Fees of the U.S. Country Addendum to the Master Agreement is hereby deleted in its entirety and replaced with the following:

B. Ancillary Service Fees

Ancillary Service	Description	Fee	Ancillary Service	Description	Fee
Convenience Checks	Transaction Fee	2.5%	ATM Access / Cash Advances	Transaction Fee	2.0%
	Minimum Fee	\$3.00		Minimum Fee	\$2.00
	Returned Check Fee	\$15.00			
	Stop Payment Fee	\$15.00			
	Copy Fee	\$2.00			

5. U.S. Schedule 1, Approved Card Products and Ancillary Services of the U.S. Country Addendum to the Master Agreement is hereby deleted in its entirety and replaced with the attached U.S. Schedule 1, Approved Card Products and Ancillary Services.
6. U.S. Schedule 3, Revenue Sharing Opportunity of the U.S. Country Addendum to the Master Agreement is hereby deleted in its entirety and replaced with the attached Schedule 3, Revenue Sharing Opportunity.
7. Except to the extent that the Master Agreement is expressly or implicitly modified by this Amendment No. 1, all terms and conditions of the Master Agreement remain in full force and effect.

In witness whereof, the parties hereto have, by their duly authorized representatives, executed this Amendment No. 1.

Dated this 18th day of March, 2009

By Customer:

City of Los Angeles

(U.S. Government Entity)



(Signature of Authorized Signer)

Crista Binder CTP

(Printed Name of Authorized Signer)

Assistant Treasurer

(Printed Title of Authorized Signer)

Dated this 16th day of April, 2009

By U.S. Bank:

U.S. Bank National Association ND

(U.S. Company Name)



(Signature of Authorized Signer)

Jeffrey A. Rankin

(Printed Name of Authorized Signer)

Senior Vice President

(Printed Title of Authorized Signer)

**U.S. Schedule 1
Approved Card Products and Ancillary Services**

A. Corporate Card

Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
Corporate Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Central Travel Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Relocation Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Central Relocation Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Executive Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	25 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ATM Access / Cash Advances <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

B. Purchase Card

Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
Purchase Cards <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Purchase Accounts <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ATM Access / Cash Advances <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Date of Amendment Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

**U.S. Schedule 1
Approved Card Products and Ancillary Services**

C. One Card

Corporate Liability Program: Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
One Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Travel Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Purchase Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Executive Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ATM Access / Cash Advances <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

Split Liability Program: Yes No

Card Product	Liability Option	Billing Option	Billing Cycle	Payment Due Date
Card Transactions – Travel	Contingent	Individual Bill	Monthly	25 Days
Card Transactions – Purchase	Corporate	Central Bill	Monthly	14 Days
Central Travel Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Central Purchase Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Central Bill	Monthly	14 Days
Executive Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Per transaction type	Per transaction type	Monthly	25 Days
Ancillary Service		Commencement Date		Base Period
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	ATM Access / Cash Advances <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Date of Contract Execution by U.S. Bank <input type="checkbox"/> Other Date: _____		Five Years

D. Global Commercial Card Program

Yes No

U.S. Bank USA shall be the Lead Bank for Customer USA.

U.S. Bank USA shall be a Participating Bank for Customer USA with _____ as the Lead Bank in connection with the Global Commercial Card Program.

U.S. Schedule 3
Revenue Sharing Opportunity

A. **Sales Volume Estimates.** U.S. Schedule 3 has been prepared by U.S. Bank USA using the following non-binding sales volume estimates which were provided to U.S. Bank USA by Customer USA:

1. **Purchase Card**

Year	Estimated Sales Volume
1	\$28,000,000.00
2	\$31,000,000.00
3	\$35,000,000.00
4	\$40,000,000.00
5	\$48,000,000.00

B. **Purchase Card Revenue Share.**

1. **Terminology**

- a. "Account" means any account number to which Charges and payments may be posted. This includes Purchase Cards and Central Purchase Accounts.
- b. "Agreement Year" means a twelve (12) month period beginning with the first such period following the Commencement Date of this Amendment No. 1.
- c. "Agreement Quarter" means a three (3) month period beginning with the first such period following the Commencement Date of this Amendment No. 1.
- d. "Charge-off" means any amount due and owing to U.S. Bank USA or its Affiliates by Customer USA that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
- e. "File Turn Days" means the number of days from the date U.S. Bank USA funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
- f. "File Turn Days Payment Performance" means the average speed of repayment of Charges made for each Agreement Year.
- g. "Fraudulent Charges" means those Charges which are not initiated, authorized or otherwise requested by Customer USA, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer USA, its Affiliates, and/or a Cardholder.
- h. "Net Annual Charge Volume" means all Charges set forth on the Statements furnished for all Accounts, less Fees, Cash Advances, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank USA with respect to such Accounts as uncollectible for each Agreement Year.
- i. "Net Quarterly Charge Volume" means all Charges set forth on the Statements furnished for all Accounts, less Fees, Cash Advances, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank USA with respect to such Accounts as uncollectible for each Agreement Quarter.
- j. "Revenue Share" means the combination of the Performance Rebate and Volume Rebate.
- k. "Total Rebate Percentage" means the sum total of the Performance Rebate Percentage and the Volume Rebate Percentage.

2. **Conditions.** The following conditions apply to all Revenue Share opportunities:

- a. **Timing.**
 - (i) **Previous Revenue Share Payment.** U.S. Bank USA shall pay to Customer USA a pro rata portion of its Performance Rebate and Volume Rebate pursuant to U.S. Schedule 3 of the U.S. Country Addendum to the U.S. Bank Commercial Card Master Agreement, dated April 1, 2007 between Customer USA and U.S. Bank USA (the "Previous Revenue Share Addendum"), earned from the beginning of the previous Agreement Year to the Commencement Date of this Amendment No. 1. The Previous Revenue Share Payment, if any, shall be paid within ninety (90) days after the Commencement Date of this Amendment No. 1 (the "Previous Revenue Share Payment").
 - (ii) **Revenue Share Payment.** The first Revenue Share payment, if any, shall be made within ninety (90) days after the end of the first (1st) Agreement Quarter. Subsequent calculations and payments, if any, shall be made in a similar fashion on each three (3) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.
 - b. **Adjustments.** Any Revenue Share payment made pursuant to the Master Agreement and this U.S. Country Addendum will be net of accumulated Fraudulent Charges and/or Charge-offs resulting from participation in U.S. Bank USA or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated.
 - c. **Penalties.** In the event that the Master Agreement and/or this U.S. Country Addendum is terminated early by Customer USA without cause or by U.S. Bank USA with cause, and/or the primary provider provision of this U.S. Country Addendum is violated, in addition to any other remedies available to U.S. Bank USA, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Customer USA.
 - d. **Confidentiality.** Customer USA expressly agrees that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank USA's prior written consent, which may be exercised at its sole option.
3. **Minimum Performance Requirements.** No Revenue Share calculation shall be made unless:
- a. The File Turn Days Payment Performance for all Account Statements is equal to or less than twenty-nine (29) File Turn Days.
 - b. The Net Annual Charge Volume is equal to or greater than five million U.S. Dollars (\$5,000,000.00).
4. **Performance Rebate.** U.S. Bank USA shall pay to Customer USA a portion of its aggregate Net Annual Charge Volume through a rebate ("Performance Rebate"). The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

**U.S. Schedule 3
Revenue Sharing Opportunity**

Table A	
File Turn Days	Performance Rebate Percentage
29	0.0000%
28	0.0100%
27	0.0200%
26	0.0300%
25	0.0400%
24	0.0500%
23	0.0600%
22	0.0700%
21	0.0800%
20	0.0900%
19	0.1000%
18	0.1100%
17	0.1200%
16	0.1300%
15	0.1400%
14	0.1500%
13	0.1600%
12	0.1700%
11	0.1800%
10	0.1900%
9	0.2000%
8	0.2100%
7	0.2200%
6	0.2300%
5	0.2400%
4	0.2500%
3	0.2600%
2	0.2700%
1	0.2800%
0	0.2900%

5. **Volume Rebate.** U.S. Bank USA shall pay to Customer USA a portion of its aggregate Net Annual Charge Volume through a rebate ("Volume Rebate"). The Volume Rebate will be based on the Net Annual Charge Volume. The Volume Rebate calculation will be made in accordance with Table B, below.

**U.S. Schedule 3
Revenue Sharing Opportunity**

Table B	
Net Annual Charge Volume	Volume Rebate Percentage
\$5,000,000.00	0.5190%
\$6,000,000.00	0.5420%
\$7,000,000.00	0.5660%
\$8,000,000.00	0.5890%
\$9,000,000.00	0.6130%
\$10,000,000.00	0.6360%
\$11,000,000.00	0.6600%
\$12,000,000.00	0.6830%
\$13,000,000.00	0.7070%
\$14,000,000.00	0.7300%
\$15,000,000.00	0.7530%
\$16,000,000.00	0.7870%
\$17,000,000.00	0.8180%
\$18,000,000.00	0.8490%
\$19,000,000.00	0.8800%
\$20,000,000.00	0.9190%
\$21,000,000.00	0.9580%
\$22,000,000.00	0.9980%
\$23,000,000.00	1.0370%
\$24,000,000.00	1.0760%
\$25,000,000.00	1.1150%
\$26,000,000.00	1.1540%
\$27,000,000.00	1.1890%
\$28,000,000.00	1.1850%
\$29,000,000.00	1.1930%
\$30,000,000.00	1.2010%
\$35,000,000.00	1.2090%
\$40,000,000.00	1.2120%
\$45,000,000.00	1.2160%
\$50,000,000.00	1.2200%
\$55,000,000.00	1.2240%
\$60,000,000.00	1.2280%
\$65,000,000.00	1.2320%
\$70,000,000.00	1.2360%
\$75,000,000.00	1.2400%

6. **Revenue Share Calculation.** For the first (1st) Agreement Quarter of the first (1st) Agreement Year, U.S. Bank USA will calculate the File Turn Days Payment Performance for that Agreement Quarter to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank USA will calculate the Net Quarterly Charge Volume for the same Agreement Quarter. U.S. Bank USA will multiply the Net Quarterly Charge Volume by four (4) to arrive at the estimated Net Annual Charge Volume. U.S. Bank USA will use this estimated Net Annual Charge Volume to find the Volume Rebate Percentage on Table B for the Volume Rebate. Next, U.S. Bank USA will multiply the Total Rebate Percentage by the Net Quarterly Charge Volume for the first (1st) Agreement Quarter. The result will be the gross Revenue Share for the first (1st) Agreement Quarter of the first (1st) Agreement Year. U.S. Bank USA will subtract any Charge-offs and/or Fraudulent Charges from the gross Revenue Share. The result will be the net Revenue Share for the first (1st) Agreement Quarter for the first (1st) Agreement Year.

For the second (2nd) Agreement Quarter of the first (1st) Agreement Year, U.S. Bank USA will calculate the File Turn Days Payment Performance for the entire six (6) months, that is the first (1st) and second (2nd) Agreement Quarters to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank USA will calculate the Net Quarterly Charge Volume for the same six (6) month period. U.S. Bank USA will multiply the Net Quarterly Charge Volume from the first (1st) and second (2nd) Agreement Quarters by two (2) to arrive at the estimated Net Annual Charge Volume. U.S. Bank USA will use this estimated Net Annual Charge Volume to find the Volume Rebate Percentage on Table B for the

**U.S. Schedule 3
Revenue Sharing Opportunity**

Volume Rebate. Next, U.S. Bank USA will multiply the Total Rebate Percentage by the Net Quarterly Charge Volume for the first (1st) and second (2nd) Agreement Quarters. The result will be the gross Revenue Share for the second (2nd) Agreement Quarter of the first (1st) Agreement Year. U.S. Bank USA will subtract any payments from the first (1st) Agreement Quarter of the Agreement Year, any Charge-offs, and/or Fraudulent Charges that have not been subtracted at any time during any of the past Agreement Quarter(s) from the gross Revenue Share. The result will be the net Revenue Share for the second (2nd) Agreement Quarter for the first (1st) Agreement Year.

For the third (3rd) Agreement Quarter of the first (1st) Agreement Year, U.S. Bank USA will calculate the File Turn Days Payment Performance for the entire nine (9) months, that is the first (1st), second (2nd) and third (3rd) Agreement Quarters to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank USA will calculate the Net Quarterly Charge Volume for the same nine (9) month period. U.S. Bank USA will divide the Net Quarterly Charge Volume from the first (1st), second (2nd) and third (3rd) Agreement Quarters by nine (9) and then multiply the result by twelve (12) to arrive at the estimated Net Annual Charge Volume. U.S. Bank USA will use this estimated Net Annual Charge Volume to find the Volume Rebate Percentage on Table B for the Volume Rebate. Next, U.S. Bank USA will multiply the Total Rebate Percentage by the Net Quarterly Charge Volume for the first (1st), second (2nd) and third (3rd) Agreement Quarters. The result will be the gross Revenue Share for the third (3rd) Agreement Quarter of the first (1st) Agreement Year. U.S. Bank USA will subtract any payments from the first (1st) and second (2nd) Agreement Quarters of the Agreement Year, any Charge-offs, and/or Fraudulent Charges that have not been subtracted at any time during any of the past Agreement Quarter(s) from the gross Revenue Share. The result will be the net Revenue Share for the third (3rd) Agreement Quarter for the first (1st) Agreement Year.

For the last calculation of the first (1st) Agreement Year, U.S. Bank USA will calculate the File Turn Days Payment Performance for the first (1st) Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate. U.S. Bank USA will calculate the Net Annual Charge Volume for the first (1st) Agreement Year to find the Volume Rebate Percentage on Table B for the Volume Rebate. Next, U.S. Bank USA will multiply the Total Rebate Percentage by the Net Annual Charge Volume for first (1st) Agreement Year. The result will be the gross Revenue Share for the first (1st) Agreement Year. U.S. Bank USA will subtract the payments from the first (1st), second (2nd), and third (3rd) Agreement Quarters, any Charge-offs, and/or Fraudulent Charges that have not been subtracted at any time during any of the past Agreement Quarter(s) from the gross Revenue Share. The result will be the net Revenue Share for the fourth (4th) Agreement Quarter for the first (1st) Agreement Year. If the net Revenue Share is a negative amount, the amount will be subtracted from future net Revenue Share(s).

Any Charge-offs and/or Fraudulent Charges in excess of the net Revenue Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters. Subsequent Revenue Share calculations shall be made in a similar fashion. Upon termination of the Agreement, if the net Revenue Share is a negative dollar amount due to Charge-offs, U.S. Bank USA may request, and Customer USA agrees to reimburse, U.S. Bank USA up to the dollar amount previously paid by U.S. Bank USA to Customer USA.

**First Amendment to Supplemental Integration Agreement
To Agreement Number C-104430
Between
The City of Los Angeles
And
US Bank National Association ND**

WHEREAS on July 1, 2002, the City of Los Angeles (hereinafter "City") and US Bank National Association (hereinafter "Bank") entered into an Agreement for Government Banking Services (hereinafter "Government Banking Agreement") for the Bank to provide general banking services as described in the Government Banking Agreement;

WHEREAS on April 1, 2007 the City entered into the U.S. Bank Commercial Card Master Agreement and U.S. Country Addendum (hereinafter "Commercial Card Agreement") with Affiliate Bank for said Commercial Card services;

WHEREAS on April 1, 2007 the City and the Affiliate Bank integrated the Government Banking Agreement, Commercial Card Agreement, and any related agreements into the Supplemental Integration Agreement (hereinafter "Agreement");

WHEREAS the City continues to require the above-mentioned services provided by the Bank.

NOW THEREFORE, the parties agree that the Agreement shall be amended as follows:

I. Amend Section II. Term in its entirety to read as follows:

This Supplemental Integration Agreement shall commence on April 1, 2007, and end on April 15, 2014, subject to the termination provisions herein.

II. Amend the Agreement with the terms described in the document labeled "Amendment No. 1 to the U.S. Bank Commercial Card Master Agreement", attached herewith, except substitute "Supplemental Integration Agreement" for references to "Master Agreement".

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

First Amendment to Supplemental Integration Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives.

City of Los Angeles

Joya C. De Foor

Joya C. De Foor, CTP

Title City Treasurer

Date 2/12/2010

U.S. Bank National Association ND

Jeffrey A. Rankin

Print Name: Jeffrey A. Rankin

Title: Senior Vice President

Date 1/27/10

Approved as to Form and Legality

By Kitty Reel

Title Dep. CA

Date 3-9-10

Attest: June Lagmay, City Clerk

By June Lagmay

Title Deputy City Clerk

Date 3-12-10



JK

CERTIFICATE OF AUTHORITY

1. **Government Entity Information.** This Certificate of Authority has been completed on behalf of the following government entity (the "Government Entity"):

Government Entity Name: City of Los Angeles
 Federal Tax Identification Number: [REDACTED]

2. **Authorized Persons.** In accordance with the governance rules relating to the Government Entity, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Government Entity, to execute and deliver to U.S. Bank National Association ND ("U.S. Bank") the applicable U.S. Bank commercial card program agreement(s), any applicable addenda and/or amendment thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more commercial card programs, extending credit and providing related services to the Government Entity with U.S. Bank in the United States (collectively, the "Services"):

Name	Title	Signature
Crista Binder	Assistant Treasurer	

3. **Execution Requirements.** The governance rules relating to the Government Entity require the following number of Authorized Persons to sign the Documents for the Services (choose only one):

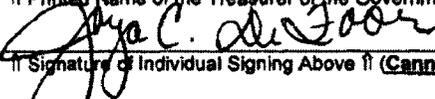
- One (1) Authorized Person
 Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Government Entity and not in his or her personal capacity, certifies and warrants that (a) all action required by Government Entity's organizational documents to authorize the signer(s) to act on behalf of the Government Entity in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Government Entity, has been taken, (b) each signer is empowered in the name of and on behalf of the Government Entity to enter into all transactions and Services contemplated in the Documents and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the Treasurer and I am acting in my official capacity as an authorized officer who has been given the authority by the Government Entity to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Government Entity to execute and deliver to U.S. Bank, on behalf of the Government Entity, and to bind the Government Entity under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

Joya C. De Foor, CTP

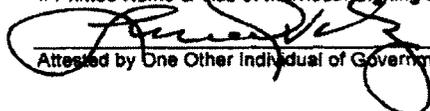
↑ Printed Name of the Treasurer of the Government Entity ↑

 1/12/2009
 ↑ Signature of Individual Signing Above ↑ (Cannot be an Authorized Person listed in Section 2) Date

I certify that I am an officer of the Government Entity, and as such, I certify that the above-named Treasurer is acting in such capacity on behalf of the Government Entity, the signature below is my genuine signature and the signature above is the genuine signature of such Treasurer.

Lorena Valdez, Senior Personnel Analyst

↑ Printed Name & Title of Individual Signing Below ↑

 1/13/09
 Attested by One Other Individual of Government Entity ↑ Signature ↑ (Cannot be an Authorized Person listed in Section 2) Date

**AMENDMENT NO. 2
TO THE
U.S. BANK
COMMERCIAL CARD
MASTER AGREEMENT**

This Amendment No. 2 ("Amendment No. 2") is entered into, by and between U.S. Bank National Association ND ("U.S. Bank") and the entity identified herein and executing this Amendment No. 2 as "Customer", to amend the U.S. Bank Commercial Card Master Agreement, dated April 5, 2007 (the "Master Agreement") between Customer and U.S. Bank, as previously amended. This Amendment No. 2 shall become effective upon signing by or on the behalf of U.S. Bank ("Effective Date") and supersedes any previous and like amendment(s) with Customer.

Whereas, the Master Agreement provides that the Master Agreement may be amended from time to time by a written instrument signed by the parties; and

Whereas, all of the parties wish to amend the Master Agreement as hereinafter set forth herein.

Now, therefore, in consideration of the promises, the mutual covenants set forth in the Master Agreement and this Amendment No. 2, and other good and valuable consideration, the sufficiency and adequacy of which is acknowledged, Customer and U.S. Bank agree to amend the Master Agreement as follows.

1. Capitalized terms used in this Amendment No. 2 and not otherwise defined in this Amendment No. 2 are used with the same respective meanings attributed thereto in the Master Agreement.
2. Section II, CREDIT PROVISIONS, of the Master Agreement is hereby deleted in its entirety and replaced with the following.

II. CREDIT PROVISIONS

- A. **Financial Information.** Since this Agreement is for an extension of credit with a financial institution and not a vender services agreement, Customer shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp or any of its subsidiaries, Customer shall provide audited financial statements, prepared by Customer's independent certified public accountant, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Customer. In the event U.S. Bank requires additional information to conduct its review of Customer, Customer agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Customer as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.
- B. **Aggregate Product Credit Limit and Account Credit Limits.** Subject to credit approval by U.S. Bank, an Account Credit Limit (an "ACL") for each Account and an Aggregate Product Credit Limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Master Agreement.
 1. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Customer of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Customer shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
 2. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.
 - a. **Customer Accounts.** U.S. Bank shall provide notice to Customer of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Customer shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
 - b. **Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account.

K. Schedules and Exhibits. The following schedules are attached to and incorporated into this U.S. Country Addendum.

- 1. U.S. Schedule 1 – Approved Card Products and Ancillary Services
- 2. U.S. Schedule 2 – Revenue Sharing Opportunity
- 3. Exhibit 1 – Political Subdivision Addendum
- 4. Exhibit 2 – Agency Addendum

5. The following new Section G to the U.S. Country Addendum to the Master Agreement is hereby inserted, and the subsequent sections are hereby reclassified sequentially starting with letter H.

G. Interchange Rate. U.S. Bank USA predicates the pricing contained in this U.S. Country Addendum on the industry business model used to regulate interchange rates. Should a material change in the industry business model occur either in the (1) interchange rates (from those rates in effect as of the Effective Date of this Amendment No. 2) or (2) regulation of such interchange rates, U.S. Bank USA shall have the right to negotiate a new offering with Customer USA. If the Parties cannot reach an agreement on the new offering, either Party may terminate the Master Agreement upon sixty (60) days prior written notice

6. U.S. Schedule 1, Approved Card Products and Ancillary Services, and U.S. Schedule 2, Commercial Card Program Fees, of the U.S. Country Addendum to the Master Agreement are both hereby deleted in their entirety and replaced with the attached U.S. Schedule 1, Approved Card Products and Ancillary Services. The new U.S. Schedule 1 also includes the applicable fees formerly set forth in U.S. Schedule 2.

7. U.S. Schedule 3, Revenue Sharing Opportunity, of the U.S. Country Addendum to the Master Agreement is hereby deleted in its entirety, and replaced with the attached U.S. Schedule 2, Revenue Sharing Opportunity.

8. Exhibit 1 and Exhibit 2, both attached to this Amendment No. 2, are hereby added to the end of the U.S. Country Addendum to the Master Agreement

9. Except to the extent that the Master Agreement is expressly or implicitly modified by this Amendment No. 2, all terms and conditions of the Master Agreement remain in full force and effect.

In witness whereof, the parties hereto have, by their duly authorized representatives, executed this Amendment No. 2.

Dated this 31st day of March, 2010
By Customer:

City of Los Angeles
(U.S. Company Name)

Joya C. De Foor
(Signature of Authorized Signer)

Joya C. De Foor CTP
(Printed Name of Authorized Signer)

CITY TREASURER
(Printed Title of Authorized Signer)

Approved as to form and legality:

Kathy Reber
(Signature of Attorney for Political Subdivision)

KATHY REBER
(Printed Name of Attorney)

4-6-10
(Date)

Dated this 3rd day of March, 2010
By U.S. Bank:

U.S. Bank National Association NA
(U.S. Company Name)

Jeffrey A. Rankin
(Signature of Authorized Signer)

Jeffrey A. Rankin
(Printed Name of Authorized Signer)

Senior Vice President
(Printed Title of Authorized Signer)

Attested:

Julia Lagmay
(Signature)

Julia Lagmay, City Clerk
(Printed Name)

4-10-10
(Date)



U.S. Schedule 1
Approved Card & Account Products/Ancillary Services/Fees

A. Commercial Cards & Accounts

CARD PRODUCT FEES					
Card Product	Liability Option	Billing Cycle	Payment Due Date	Card Product Fees	
Corporate Cards/Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Contingent	Monthly	25 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: \$250,000	0% 2.5% \$2.00 \$0.00
Purchase Cards/Accounts <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee	1.0% 2.5% \$2.00
One Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: \$250,000	1.0% 2.5% \$2.00 \$0.00
Central Billing Accounts [Central Travel Account/Event Planner/Central Relocation] <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Travel Accident Ins. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Corporate	Monthly	14 Days	Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: \$250,000	0% 2.5% \$2.00 \$0.00
Managed Spend/Declining Balance Accounts <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Product or Program Type: <input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card <input type="checkbox"/> Purchase Card Travel Accident Ins. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Corporate	Monthly	Corporate Card: 25 Days Purchase Card and One Card: 14 Days	Corporate Card: Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Fee Purchase Card and One Card: Not Paid by Due Date on the entire past due amount Not Paid by Each Subsequent Billing Cycle on the entire past due amount Minimum Late Fee Travel Accident Insurance: \$250,000	0% 2.5% \$2.00 1.0% 2.5% \$2.00 \$0.00
Executive Cards <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Contingent	Monthly	25 Days	Annual Card Fee: Up to 1% of Cards Issued Over 1% of Cards Issued Travel Accident Insurance: \$1,000,000.00 Not Paid by Due Date Not Paid by Each Subsequent Billing Cycle Minimum Late Fee	\$0.00 \$100.00 \$0.00 0% 2.5% \$2.00

U.S. Schedule 1
Approved Card & Account Products/Ancillary Services/Fees

The Following Fees Apply to All Card Products

Annual Card Fee \$ 0.00
 Overnight Card Delivery Fee \$20.00
 Non-Sufficient Funds Fee \$15.00
 Statement Copy \$ 5.00
 Draft Copy \$ 5.00

B. Ancillary Services and Fees

Ancillary Service	Description	Fee
Convenience Checks <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Transaction Fee Minimum Fee	2.5% \$2.00
Product or Program Type <input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card <input type="checkbox"/> Purchase Card	Returned Check Fee Stop Payment Fee Copy Fee	\$15.00 \$15.00 \$2.00
ATM Access / Cash Advances <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Transaction Fee Minimum Fee	2.5% \$2.00
Product or Program Type <input type="checkbox"/> Corporate Card <input type="checkbox"/> One Card <input checked="" type="checkbox"/> Purchase Card		

C. Contract Term

Commencement Date	Base Period
<input type="checkbox"/> Effective Date of Amendment No. 2	Five Years
<input checked="" type="checkbox"/> Other Date: <u>November 1, 2009</u>	

D. Foreign Transaction Fees. U.S. Bank USA currently assesses a two and one half percent (2.5%) Foreign Transaction Fee but reserves the right to raise the fee with sixty (60) days prior written notice to Customer USA.

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U.S. Schedule 2
Revenue Sharing Opportunity

- A. **Sales Volume Estimates.** U.S. Schedule 2 has been prepared by U.S. Bank USA using the following non-binding sales volume estimates which were provided to U.S. Bank USA by Customer USA:

1. **Purchase Card**

Year	Estimated Annual Sales Volume
1	\$28,000,000.00
2	\$31,000,000.00
3	\$35,000,000.00
4	\$40,000,000.00
5	\$48,000,000.00

B. **Purchase Card Revenue Share.**

1. **Terminology.**

- a. **"Account"** means any account number to which Charges and payments may be posted. This includes Purchase Cards and Central Billing Accounts.
- b. **"Aggregate Net Annual Charge Volume"** means the aggregate of all Charges set forth on the Statements furnished for all Accounts of Customer USA, Agencies and all Political Subdivisions, if any, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank USA with respect to such Accounts as uncollectible for each Agreement Year.
- c. **"Agreement Quarter"** means a three (3) month period beginning with the first such period following the Commencement Date of this Amendment No. 2.
- d. **"Agreement Year"** means a twelve (12) month period beginning with the first such period following the Commencement Date of this Amendment No. 2.
- e. **"Average Transaction Size"** means the Entity Net Annual Charge Volume divided by the number of purchase transactions during each Agreement Year. A purchase transaction is a debit point of sale purchase transaction.
- f. **"Charge-off"** means any amount due and owing to U.S. Bank USA or its Affiliates by Customer USA or any Political Subdivision that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
- g. **"Entity Net Annual Charge Volume"** means all Charges set forth on the Statements furnished for all Accounts of Customer USA or any Political Subdivision, less Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank USA with respect to such Accounts as uncollectible for each Agreement Year.
- h. **"File Turn Days"** means the number of days from the date U.S. Bank USA funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
- i. **"File Turn Days Payment Performance"** means the average speed of repayment of Charges made for each Agreement Year.
- j. **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Customer USA, its Affiliates, Agencies, Political Subdivisions or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer USA, its Affiliates, Agencies, Political Subdivisions or a Cardholder.
- k. **"Revenue Share"** means the combination of the Performance Rebate, the Aggregate Program Rebate, the Transaction Size Rebate, and the Volume Rebate.
- l. **"Total Rebate Percentage"** means the sum of the Performance Rebate Percentage, the Aggregate Program Rebate Percentage, the Transaction Size Rebate Percentage, and the Volume Rebate Percentage.

2. **Revenue Share Calculation and Payment.** The Revenue Share shall be calculated and paid as follows:

- a. **Previous Revenue Share Payment.** U.S. Bank USA shall pay to Customer USA a pro rata portion of its Performance Rebate and Volume Rebate pursuant to U.S. Schedule 3 of the U.S. Country Addendum to the Master Agreement, dated April 1, 2007 between Customer USA and U.S. Bank USA, as amended, April 16, 2009 (the "Previous Revenue Share Addendum"), earned from the beginning of the previous Agreement Quarter to the Commencement Date of this Amendment No. 2. The Previous Revenue Share Payment, if any, shall be paid within ninety (90) days after the Commencement Date of this Amendment No. 2 (the "Previous Revenue Share Payment").
- b. **Revenue Share Payment.** The first Revenue Share payment pursuant to this Amendment No. 2, if any, shall be made within ninety (90) days after the end of the first (1st) Agreement Year. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any Revenue Share payment date falls on a non-business day, Revenue Share payments due shall be made on the next business day.

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Revenue Sharing Opportunity

- c. **Customer USA and its Agencies.** U.S. Bank USA shall collectively calculate the Revenue Share for all Accounts of Customer USA and Customer's Agencies and shall pay one (1) Revenue Share payment to Customer USA for each Agreement Year.
 - d. **Political Subdivisions.** U.S. Bank USA shall individually calculate the Revenue Share payments for all Accounts of each qualifying Political Subdivision and shall make payments each Agreement Year individually to each Political Subdivision.
 - e. **Adjustments.** Any Revenue Share payment made pursuant to the Master Agreement and this U.S. Country Addendum will be net of accumulated Fraudulent Charges and/or Charge-offs resulting from participation in U.S. Bank USA or U.S. Bancorp Card Services, Inc. programs regardless of whether the underlying agreement between the parties is valid or has been terminated.
 - f. **Penalties.** In the event that the Master Agreement and/or this U.S. Country Addendum is terminated early by Customer USA without cause or by U.S. Bank USA with cause, and/or the primary provider provision of this U.S. Country Addendum is violated, in addition to any other remedies available to U.S. Bank USA, this Revenue Share opportunity shall immediately terminate and no Revenue Share shall be paid to Customer USA.
 - g. **Confidentiality.** Customer USA expressly agrees that the terms and conditions of this Revenue Share opportunity are confidential and may not be disclosed to third parties, unless required by law or regulation, without U.S. Bank USA's prior written consent, which may be exercised at its sole option.
3. **Minimum Performance Requirements for Customer USA.** No Revenue Share calculation for Customer USA and its Agencies shall be made unless:
 - a. The File Turn Days Payment Performance for all Account Statements of Customer USA together with its Agencies is equal to or less than twenty-nine (29) File Turn Days;
 - b. The Aggregate Net Annual Charge Volume of Customer USA, its Agencies, and all Political Subdivisions is equal to or greater than five million U.S. Dollars (\$5,000,000.00);
 - c. The Average Transaction Size for Customer USA and its Agencies is equal to or greater than one hundred twenty-five U.S. Dollars (\$125.00); and
 - d. The Entity Net Annual Charge Volume for Customer USA and its Agencies is equal to or greater than five hundred thousand U.S. Dollars (\$500,000.00).
 4. **Minimum Performance Requirements for each Political Subdivision.** No Revenue Share calculation for each Political Subdivision shall be made unless:
 - a. The File Turn Days Payment Performance for that Political Subdivision is equal to or less than twenty-nine (29) File Turn Days;
 - b. The Aggregate Net Annual Charge Volume of Customer USA, its Agencies, and all Political Subdivisions is equal to or greater than five million U.S. Dollars (\$5,000,000.00);
 - c. The Average Transaction Size for that Political Subdivision must be equal to or greater than one hundred twenty-five U.S. Dollars (\$125.00); and
 - d. The Entity Net Annual Charge Volume for that Political Subdivision is equal to or greater than five hundred thousand U.S. Dollars (\$500,000.00).
 5. **Performance Rebate.** U.S. Bank USA shall separately calculate and pay to Customer USA and to each Political Subdivision a portion of its Aggregate Net Annual Charge Volume through a rebate ("Performance Rebate"). Performance Rebate calculations for Customer USA shall include Agencies, but the Performance Rebate for each Political Subdivision shall be calculated separately. The Performance Rebate will be based on the File Turn Days Payment Performance for all Accounts for each Agreement Year. The Performance Rebate calculation will be made in accordance with the Table A, below.

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Revenue Sharing Opportunity

CONFIDENTIAL

Table A	
File Turn Days	Performance Rebate Percentage
29	0.0000%
28	0.0100%
27	0.0200%
26	0.0300%
25	0.0400%
24	0.0500%
23	0.0600%
22	0.0700%
21	0.0800%
20	0.0900%
19	0.1000%
18	0.1100%
17	0.1200%
16	0.1300%
15	0.1400%
14	0.1500%
13	0.1600%
12	0.1700%
11	0.1800%
10	0.1900%
9	0.2000%
8	0.2100%
7	0.2200%
6	0.2300%
5	0.2400%
4	0.2500%
3	0.2600%
2	0.2700%
1	0.2800%
0	0.2900%

6. **Aggregate Program Rebate.** U.S. Bank USA shall separately pay to Customer USA and to each Political Subdivision a portion of the Aggregate Net Annual Charge Volume through a rebate ("Aggregate Program Rebate"). However, the Aggregate Program Rebate will be based on the Aggregate Net Annual Charge Volume, which includes Customer USA, Agencies, and all Political Subdivisions collectively. The Aggregate Program Rebate will be calculated once for each Agreement Year, and the resulting Aggregate Program Rebate Percentage shall be used for all individually paid Revenue Share payments to Customer USA and Political Subdivisions. The Aggregate Program Rebate calculation will be made in accordance with Table B, below.

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Revenue Sharing Opportunity

Table B	
Aggregate Net Annual Charge Volume	Aggregate Program Rebate Percentage
\$5,000,000.00	0.1640%
\$6,000,000.00	0.1700%
\$7,000,000.00	0.1840%
\$8,000,000.00	0.1943%
\$9,000,000.00	0.2183%
\$10,000,000.00	0.2111%
\$11,000,000.00	0.2351%
\$12,000,000.00	0.2581%
\$13,000,000.00	0.2821%
\$14,000,000.00	0.3051%
\$15,000,000.00	0.2690%
\$16,000,000.00	0.3030%
\$17,000,000.00	0.3340%
\$18,000,000.00	0.3650%
\$19,000,000.00	0.3960%
\$20,000,000.00	0.4000%
\$21,000,000.00	0.4390%
\$22,000,000.00	0.4790%
\$23,000,000.00	0.5180%
\$24,000,000.00	0.5570%
\$25,000,000.00	0.5960%
\$26,000,000.00	0.6350%
\$27,000,000.00	0.6500%
\$28,000,000.00	0.6660%
\$29,000,000.00	0.6740%
\$30,000,000.00	0.6820%
\$35,000,000.00	0.6900%
\$40,000,000.00	0.6930%
\$45,000,000.00	0.6970%
\$50,000,000.00	0.7010%
\$55,000,000.00	0.7050%
\$60,000,000.00	0.7090%
\$65,000,000.00	0.7130%
\$70,000,000.00	0.7170%
\$75,000,000.00	0.7210%
\$80,000,000.00	0.7250%
\$90,000,000.00	0.7290%
\$100,000,000.00	0.7330%
\$110,000,000.00	0.7370%
\$120,000,000.00	0.7400%
\$130,000,000.00	0.7430%
\$140,000,000.00	0.7460%
\$150,000,000.00	0.7480%

7. **Transaction Size Rebate.** U.S. Bank USA shall separately calculate and pay to Customer USA and to each Political Subdivision a portion of its Aggregate Net Annual Charge Volume through a rebate (“Transaction Size Rebate”). Transaction Size Rebate calculations for Customer USA shall include Agencies, but the Transaction Size Rebate for each Political Subdivision shall be calculated separately. The Transaction Size

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Revenue Sharing Opportunity

Rebate will be based on the Average Transaction Size for Customer USA and each Political Subdivision. The Transaction Size Rebate calculation will be made in accordance with Table C, below.

Table C	
Average Transaction Size	Transaction Size Rebate Percentage
\$125.00	0.0000%
\$150.00	0.0868%
\$175.00	0.1737%
\$200.00	0.2219%
\$225.00	0.2702%
\$250.00	0.3040%
\$275.00	0.3293%
\$300.00	0.3546%
\$325.00	0.3727%
\$350.00	0.3908%
\$400.00	0.4150%
\$450.00	0.4391%
\$500.00	0.4544%

8. **Volume Rebate.** U.S. Bank USA shall separately calculate and pay to Customer USA and to each Political Subdivision a portion of its Entity Net Annual Charge Volume through a rebate ("Volume Rebate"). Volume Rebate calculations for Customer USA shall include Agencies, but the Volume Rebate for each Political Subdivision shall be calculated separately. The Volume Rebate will be based on the Entity Net Annual Charge Volume for Customer USA and each Political Subdivision. The Volume Rebate calculation will be made in accordance with Table D, below.

Table D	
Entity Net Annual Charge Volume	Volume Rebate Percentage
\$500,000.00	0.0000%
\$1,000,000.00	0.0200%
\$2,000,000.00	0.0383%
\$4,000,000.00	0.0510%
\$6,000,000.00	0.0680%
\$8,000,000.00	0.0907%
\$10,000,000.00	0.1209%
\$15,000,000.00	0.1800%
\$20,000,000.00 and above	0.2150%

9. **Revenue Share Calculation.**
- U.S. Bank USA will calculate the File Turn Days Payment Performance for the Agreement Year to find the Performance Rebate Percentage on Table A for the Performance Rebate.
 - U.S. Bank USA will calculate the Aggregate Net Annual Charge Volume for the same Agreement Year to find the Aggregate Program Rebate Percentage on Table B for the Aggregate Program Rebate.
 - U.S. Bank USA will calculate the Average Transaction Size for the same Agreement Year to find the Transaction Size Rebate Percentage on Table C for the Transaction Size Rebate.
 - U.S. Bank USA will calculate the Entity Net Annual Charge Volume for the Agreement Year to find the Volume Rebate Percentage on Table D for the Volume Rebate.
 - U.S. Bank will add the Performance Rebate Percentage, the Aggregate Program Rebate Percentage, the Transaction Size Rebate Percentage and the Volume Rebate Percentage together to arrive at the Total Rebate Percentage.

U.S. Schedule 2
Revenue Sharing Opportunity

- f. Annually, U.S. Bank USA will multiply the Total Rebate Percentage by the Entity Net Annual Charge Volume for Customer USA and each Political Subdivision, if any, for that same Agreement Year. The result will be the gross Revenue Share for Customer USA or for that Political Subdivision.
- g. U.S. Bank USA will subtract any Fraudulent Charges and/or Charge-offs that have not been subtracted at any time during any of the past Agreement Year(s) from the gross Revenue Share for Customer USA or for that Political Subdivision. The result will be the net Revenue Share for Customer USA or for that Political Subdivision. Any Charge-offs and/or Fraudulent Charges in excess of the net Revenue Share for Customer USA or for that Political Subdivision from one (1) Agreement Year will be subtracted from one (1) or more of the following Agreement Years. Upon termination of the Master Agreement, if the net Revenue Share for Customer USA or for any Political Subdivision is a negative dollar amount due to Charge-offs, Customer USA and/or Political Subdivision agrees to reimburse, U.S. Bank USA up to the dollar amount previously paid by U.S. Bank USA to Customer USA or that Political Subdivision.

Exhibit 1
Agency Addendum

EXHIBIT 1
AGENCY ADDENDUM

PARTICIPANTS

This Agency Addendum ("Agency Addendum") allows the Agencies identified herein to participate under the Master Agreement:

Customer acknowledges responsibility for ensuring that all Agencies listed comply with the terms of the Master Agreement and that Customer will be liable for any Debt incurred by the Agencies.

Exhibit 2
Political Subdivision Addendum

EXHIBIT 2

POLITICAL SUBDIVISION ADDENDUM

This Political Subdivision Addendum constitutes an addendum to and modification of the U.S. Bank Commercial Card Master Agreement ("Agreement"), dated April 5, 2007, between the City of Los Angeles ("Customer") and U.S. Bank National Association ND ("U.S. Bank") as amended. This Political Subdivision Addendum is entered into by and between U.S. Bank and the Political Subdivision identified herein, as those terms are defined in the Agreement. This Political Subdivision Addendum shall become effective upon signing by or on the behalf of U.S. Bank ("Effective Date") and supersedes any previous and like addenda with the Political Subdivision.

RECITALS

- A. Customer has entered into the Agreement for the purpose of making available a Purchase as described in the Agreement ("Card Program") for use by Political Subdivisions;
- B. Customer is willing to permit Political Subdivision to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Agreement as if Political Subdivision was the entity signing the Agreement as Customer. Customer shall not bear liability or responsibility for Political Subdivision under the Agreement or this Political Subdivision Addendum; and
- C. Political Subdivision has received a copy of the Agreement from Customer, and after a thorough review of the Agreement, desires to participate as a Political Subdivision under this Agreement. Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of this Political Subdivision Addendum, as well as the Agreement, as if Political Subdivision was the entity signing the Agreement as Customer, but Political Subdivision shall not be liable for the acts and omissions of Customer under the Agreement or this Political Subdivision Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all parties agree as follows:

1. Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Agreement.
2. Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of Customer. Cards shall be issued to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.
3. In order to determine credit qualifications for the Political Subdivision, the Political Subdivision shall provide U.S. Bank with the last three (3) years of audited financial statements with this signed Political Subdivision Addendum. The Political Subdivision shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify the Political Subdivision of the approval or decline of its credit qualification. If such financial statements can be independently obtained by U.S. Bank, the Political Subdivision will not be required to provide such financial statements.
4. Political Subdivision shall make payment to U.S. Bank for all Debt incurred by Political Subdivision, its Cardholders and Accountholders as provided in the Agreement. "Debt" means all amounts charged to a card and/or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Political Subdivision, its Cardholders and Accountholders.
5. Political Subdivision declares that cards shall be used for official Political Subdivision purchases only, and shall not be used for individual, consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Political Subdivision Addendum.
6. The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Agreement constitute valid, binding and enforceable agreements of Political Subdivision. All extensions of

Exhibit 2
Political Subdivision Addendum

credit made to Political Subdivision pursuant to this Political Subdivision Addendum and the Agreement will be valid and enforceable obligations of Political Subdivision and Political Subdivision shall pay to U.S. Bank all Debts incurred by Political Subdivision in accordance with the terms of the Agreement and this Political Subdivision Addendum. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Agreement are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which Political Subdivision is a party or is bound.

7. The notice address for Political Subdivision is:

Political Subdivision:

Attn: _____

8. Authorization and Execution. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Political Subdivision to be bound by this Political Subdivision Addendum. This Political Subdivision Addendum requires approval as to form by the Attorney for the Political Subdivision. If this Political Subdivision Addendum is not approved as to form by the Attorney for the Political Subdivision, the completion of a Certificate of Authority is required and must accompany this Political Subdivision Addendum.

In witness whereof, the parties have, by their authorized representatives, executed this Political Subdivision Addendum.

<hr/>	
Dated this ____ day of _____, 20__ by:	Dated this ____ day of _____, 20__ by:
_____	U.S. Bank National Association ND
Legal Name of Political Subdivision	_____
_____	_____
(Signature of Authorized Individual)	(Signature of Authorized Individual)
_____	Jeffrey A. Rankin
(Printed Name of Authorized Individual)	(Printed Name of Authorized Individual)
_____	Senior Vice President
(Printed Title of Authorized Individual)	(Printed Title of Authorized Individual)
Approved as to form and legality:	Attested:
_____	_____
(Signature of Attorney for Political Subdivision)	(Signature)
_____	_____
(Printed Name of Attorney)	(Printed Name)
_____	_____
(Date)	(Date)
<hr/>	

CERTIFICATE OF AUTHORITY

1. **Organizational Information.** This Certificate of Authority has been completed on behalf of the following Political Subdivision (the "Political Subdivision"):

Political Subdivision Name: _____
 Federal Tax Identification Number: _____

2. **Authorized Persons.** In accordance with the governance rules relating to the Political Subdivision, the following individuals (the "Authorized Person(s)") are authorized, on behalf of the Political Subdivision, to execute and deliver to U.S. Bank National Association ND ("U.S. Bank") and/or its affiliates the applicable card program agreement(s), any applicable addenda and/or amendments thereto and any other documents or writings required by U.S. Bank (collectively, the "Documents") for the purpose of establishing one (1) or more card programs, extending credit and providing related services to the Political Subdivision with U.S. Bank in the United States (collectively, the "Services"):

Name	Title	Signature

3. **Execution Requirements.** The governance rules relating to the Political Subdivision require the following number of Authorized Persons to sign the Documents for the Services (choose only one):

- One (1) Authorized Person
- Two (2) Authorized Persons

4. **Execution.** By signing the Documents, each individual signing in his or her capacity as an authorized signing officer of the Political Subdivision and not in his or her personal capacity, certifies and warrants that (a) all action required by Political Subdivision's organizational documents to authorize the signer(s) to act on behalf of the Political Subdivision in all actions taken under the Documents, including but not limited to, the authority to incur debt on behalf of the Political Subdivision, has been taken, (b) each signer is empowered in the name of and on behalf of the Political Subdivision to enter into all transactions and Services contemplated in the Documents and (c) the signatures appearing on all supporting documents of authority are authentic.

5. **Certification.** I certify that I am the _____ and I am acting in my official capacity as an authorized officer who has been given the authority by the Political Subdivision to certify that the Authorized Person(s) has/have the full power and authority under applicable law and the governance rules relating to the Political Subdivision to execute and deliver to U.S. Bank, on behalf of the Political Subdivision, and to bind the Political Subdivision under, the Documents for the purpose of establishing and extending the Services. I also certify that the name(s) and title(s) of the Authorized Person(s) set forth above are correct and that the signature appearing beside each name is a true and genuine specimen of his/her signature.

↑ Printed Name of the _____ of the Political Subdivision ↑ (**Cannot** be an Authorized Person listed in Section 2)

↑ Signature of the _____ of the Political Subdivision ↑ _____ Date

I certify that I am an officer of the Political Subdivision, and as such, I certify that the above-named _____ is acting in such capacity on behalf of the Political Subdivision, the signature below is my genuine signature and the signature above is the genuine signature of such _____.

↑ Printed Name & Title of Individual Signing Below ↑ (**Cannot** be an Authorized Person listed in Section 2)

↑ Signature ↑ Attested by One (1) Other Individual of the Political Subdivision _____ Date