

**AMENDMENT NO. 3 TO THE MERCHANT SERVICES BANKCARD AGREEMENT**  
**State of North Carolina and SunTrust Merchant Services**  
**Contract Number 14-06002**

This Amendment ("Amendment") to that certain SunTrust Merchant Services Bankcard Agreement ("Agreement"), dated August 1, 2006, as amended September 1, 2007 and March 18, 2009, by and among the North Carolina State Controller and North Carolina State Treasurer as the State of North Carolina (collectively, the "State"), (**and together with entities signing Agency Participating Agreements "the CUSTOMER"**), SunTrust Merchant Services, LLC ("STMS") on behalf of Wachovia Bank, N.A. ("Bank") and First Data Merchant Services Southeast, LLC ("FDMS") (STMS, Bank, and FDMS are collectively referred to as "Servicers") is made and executed as of the 1st day of June, 2011 by and among Servicers and the State.

**WITNESSETH:**

**WHEREAS**, the **STATE** and the **SERVICERS** desire to amend said Agreement in order to exercise the Agreement's provision that allows the State the option of extending the Term for one additional year, pursuant to Paragraph 16 of the Agreement; and

**WHEREAS**, all Participants are required to be validated as being in compliance with the Payment Card Industry (PCI) Data Security Standard, and the **STATE** desires for certain costs associated with PCI compliance validation services to be borne by the Participants benefitting from the compliance validation services;

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

1. The Contractual Term of the Agreement shall be extended for one additional year beyond July 31, 2011, with the new expiration date being, July 31, 2012, unless renewed as provided for in the Agreement.
2. Schedule C shall be amended to reflect a revised "per transaction" processing fee for all card types, to denote an increase from \$.04 to \$.0425.
3. Subject to the conditions of this provision, following each quarterly Term, Servicers shall provide a credit in the amount of (i) \$.0025 multiplied by (ii) the number of transactions processed under this Agreement for such quarter (the "Administrative Credit"), with such Credit being made to the account of the Office of the State Controller (OSC). The balance of the Administrative Credit accruing to the OSC shall be remitted by the Servicers to OSC within thirty (30) days after the end of each quarterly Term, for the purpose of funding the cost of PCI compliance validation services incurred by OSC on behalf of the Participants. In the event that this Agreement is terminated for any reason prior to the end of a Term, OSC shall not be entitled to the Credit for that Term, and Servicers shall not be obligated to remit to OSC any amount pursuant to this provision. This provision shall be effective for the first quarterly Term identified as July 1, 2011 through September 30, 2011.
4. All other provisions of the Agreement dated August 1, 2006 and subsequent Amendment shall remain in full force and effect.

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**IN WITNESS WHEREOF**, each of the Parties, by authority duly given, has caused this Amendment to be executed in three (3) original counterparts, in its name and its seal to be hereto attached, all on the day and year first above written.

<p><b>NORTH CAROLINA STATE CONTROLLER</b></p>  <hr/> <p>David McCoy State Controller</p> <p>Date: _____</p>	<p><b>NORTH CAROLINA STATE TREASURER</b></p>  <hr/> <p>Janet Cowell State Treasurer</p> <p>Date: _____</p>
<p><b>SUNTRUST MERCHANT SERVICES, LLC ("STMS")</b></p> <p><i>On behalf of Wachovia Bank, N.A. ("Bank"), And First Data Merchant Services Southeast, LLC ("FDMS")</i></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	