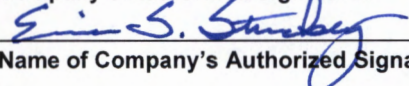




Amendment to Commercial Card Agreement

Company City of Franklin		State of Company's Organization TN	
Attention Brian Wilcox, Purchasing Manager			
Street Address 109 3 rd Ave. South	City Franklin	State TN	Zip Code 37064
Company's Authorized Signature: 			
Name of Company's Authorized Signatory: Eric S. Stuckey			
Title: City Administrator			
Accepted by SunTrust Bank (signature):			Effective Date:
Name & Title:			
By signing above, both SunTrust and Company agree to the following <u>AMENDMENT</u>.			

WHEREAS, the Company and SunTrust are parties to a Commercial Card Agreement (the "Agreement"); and

WHEREAS, the Company and SunTrust desire to amend the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and SunTrust agree to amend the Agreement as follows:

1. Effective Date of Amendment.

This Amendment shall become effective on the date executed by SunTrust as indicated above. Except as specifically amended by this Amendment, the terms and conditions of the Agreement shall continue in full force and effect as agreed by the parties hereto. **Sections 2-12 below should only be checked if the relevant provision of the Agreement is being amended or a new election is being made;** unchecked provisions will not apply to the Agreement and the terms of the original Agreement will continue to apply with respect to such provisions.

2. Term.

Check here **only** if the Term of Agreement is being **revised or extended** and specify new termination end date.

New termination end date: .

3. Card Network.

Check here **only** if Company is **changing or adding** a Card Network and specify election below.

MasterCard Visa

4. Commercial Card Program(s):

Check here **only** if Company is **changing or adding** a Commercial Card Program and specify election below.

Purchasing Card Corporate Card Executive Corporate Card Central Travel Account

5. Enterprise Spend Platform ("ESP").

Check here **only** if Company is **adding** Enterprise Spend Platform.

The Company acknowledges that, as between the Company and the Bank, the Bank and its third party licensors retain all right title and interest in ESP. The Company agrees to use ESP solely in accordance with the user manuals, reference guides, training materials, help screens and other materials provided by the Bank which describe the features and functionality of ESP (the "ESP Materials").

6. ESP Payables Module.

Check here **only** if Company is **adding** the ESP Payables Module.

If the Company has chosen the ESP Payables Module (described in the ESP Materials), then the Company also acknowledges and agrees that it will provide the Bank with a list of its suppliers and related contact information. The Company shall be responsible for obtaining consent from each Supplier to enable the Company and/or the Bank to disclose and use its suppliers' information for use with ESP and the Program.

7. ESP Buyer Initiated Payments Option ("BIP").

Check here **only** if Company is **adding** the BIP option.

The BIP option is used for payables and purchasing card and is described in the ESP Materials. Please note that, as a condition of using BIP, the **COMPANY AGREES TO IRREVOCABLY WAIVE ANY AND ALL CHARGEBACK RIGHTS IT MAY HAVE ON ANY PAYMENT MADE TO A SUPPLIER USING THE BIP PAYMENT OPTION.**

8. Cash Advances using a PIN.

Check here **only** if Company is **changing** its prior election regarding Cash Advances and specify election below.

Cash Advances using a PIN:

- Shall be permitted
- Shall not be permitted

9. Card Delivery.

Check here **only** if Company is **changing** the address for card delivery and complete the information below.

Attention			
Street Address	City	State	Zip Code

10. Affiliates.

Check here **only** if Company is **changing** the Affiliates designated by Company to receive services under the Agreement.

A - Add R - Remove	Affiliate Name:	Relationship to Company:

(If additional space is needed, attach a sheet containing Affiliate names and relationship to Company to this Amendment.)

11. Program Administrators.

Check here **only** if Company is **changing** the Program Administrators designated by Company under the Agreement.

A – Add R Remove	Name:	Title	Company/Affiliate & Address	Telephone	Email Address
A	Natalie Keene	Purchasing Technician	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	615-550-6692	natalie.keene@franklintn.gov
R	Franklin Dee Settle	Purchasing Technician	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	615-550-6692	dee.settle@franklintn.gov

(If additional space is needed, attach a sheet containing Program Administrators to this Amendment.)

12. Fee Schedule

Check here **only** if the Fee Schedule is being replaced and **attach the new Fee Schedule as Exhibit A** to this Amendment.

If the above box is checked, the current Fee Schedule of the Agreement is deleted in its entirety and replaced with the Fee Schedule attached hereto as Exhibit A, effective as of

[End of Amendment]