

## AMENDMENT TO CONTRACT

### AMENDMENT 2

This Amendment 2 ("Amendment") is entered by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS ("NCTCOG") and GOVERNMENT PAYMENT SERVICE, INC. ("GPS") and amends the Master Contract between North Central Texas Council of Governments and Government Payment Service, Inc., effective January 14, 2013 ("Contract").

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties agree as follows:

- **Effect of Amendment.** This Amendment is entered into pursuant to section 8 of the Contract. Capitalized terms not defined in this Amendment shall have the meaning given to them in the Contract. Terms of the Contract not amended by this amendment shall continue unchanged, in full force and effect.
- **Merchant Obligations.** In addition to those obligations listed in section 2 of the Contract, GPS agrees that until the expiration of three (3) years after final payment under this Contract, or the final conclusion of any audit commenced during the said three years, NCTCOG and Participant(s), or other designated representative(s), shall have access to and the right to audit at reasonable times, all GPS records involving transactions relating to this Contract necessary to determine compliance therewith, at no additional cost to NCTCOG and Participant(s). GPS agrees that NCTCOG and Participant(s) shall have access to such records during normal business hours. To the extent practicable, NCTCOG and Participant(s) shall provide GPS with reasonable advance notice of any intended audits.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives or agents as of the date written below.

**NORTH CENTRAL TEXAS COUNCIL  
OF GOVERNMENTS**

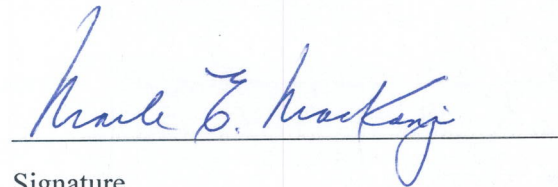


Signature

Monte Mercer  
Deputy Executive Director

Date: 4/18/14

**GOVERNMENT PAYMENT SERVICE,  
INC.**



Signature

Mark E. MacKenzie  
Chief Executive Officer

Date: 4/29/14