

**TENTH AMENDMENT TO MERCHANT SERVICES PROGRAM GUIDE 1405
BETWEEN (1) WELLS FARGO MERCHANT SERVICES, L.L.C. AND WELLS FARGO BANK, N.A.
AND (2) COUNTY OF ORANGE, CALIFORNIA**

This Tenth Amendment (the "Amendment") to the Merchant Service Program Guide WFB1405, which includes the Merchant Processing Application, the Program Guide and the schedules thereto and documents incorporated therein, each as amended from time to time (collectively, the "Contract") is entered into on the last date signed below (the "Effective Date") between **Wells Fargo Merchant Services, L.L.C.**, with offices at 1307 Walt Whitman Road, Melville, NY 11747 and **Wells Fargo Bank, N.A.**, with offices at 1200 Montego, Walnut Creek, CA 94598 (collectively, "SERVICERS") and County of Orange, a political subdivision of the State of California on behalf of Office of the Treasurer-Tax Collector, (hereinafter referred to as "County") with offices at 601 N. Ross St., Second Floor, Santa Ana, CA 92701 (hereinafter collectively referred to as "MERCHANT").

WITNESSETH:

WHEREAS, SERVICERS and MERCHANT have fully negotiated in good faith and agreed to revise and/or modify certain provisions of the Contract, and now desire to amend the Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived from the Contract and this Tenth Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, SERVICERS and MERCHANT agree that the terms set forth below shall be incorporated into, and become a part of, the Contract and the parties further agree to be legally bound by the following new terms and to amend the Contract as follows:

1. Section 23.2: Amend this entire section to read "The term of the Contract is hereby extended and shall continue in force until August 13, 2025."
2. MERCHANT reaffirms and agrees that MERCHANT shall continue to be subject to the most recent version of the SERVICERS' Operating Procedures together with any revisions thereto, as amended from time to time.
3. The parties agree that SERVICERS will provide the services for the fees specified in the Pricing Terms. Subject to MERCHANT maintaining similar processing volume and similar services in place at the Effective Date of this Amendment, the Wells Fargo Merchant Services processing fees, as described in the Pricing Terms, shall not exceed Four Million Six Hundred Thousand Dollars (\$4,600,000) for the term commencing on August 14, 2024 through August 13, 2025. Provided, however, the parties acknowledges and agree that the Wells Fargo Merchant Services processing fees shall not include any Card Organization fees, fines, interchange, assessments or similar type pass-through fees, whether or not such fees are outlined in the Pricing Terms.
4. All other provisions of the Contract with Amendments shall remain unchanged and in full force and effect.

This Tenth Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Tenth Amendment may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Tenth Amendment by all parties to the same extent that an original signature could be used.

Except as set forth herein, the terms and conditions of the Contract shall remain in full force and effect; provided however, that if any term or condition of the Contract conflicts with or is inconsistent with any term or condition of this Tenth Amendment, the terms and conditions of this Tenth Amendment shall govern, prevail, and control. All references to the Contract shall include this Tenth Amendment. This Tenth Amendment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

MA-074-13010137

Attachment A
Wells Fargo Merchant Svcs & Wells Fargo Bank

CONTRACT SIGNATURE PAGE

The Parties hereto have executed this Amendment on the dates first above written.

WELLS FARGO MERCHANT SERVICES, L.L.C. AND WELLS FARGO BANK, N.A. *

Stacey Anderson	Vice President
<hr/>	
Print Name Signed by: <i>Stacey Anderson</i> 89C85A5507644F5...	Title 7/23/2024
<hr/>	
	Date

Derrick Corby Gordon	Senior Vice President
<hr/>	
Print Name Signed by: <i>Derrick Corby Gordon</i> 67CB62938F8F403...	Title 7/23/2024
<hr/>	
	Date

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**COUNTY OF ORANGE, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA
OFFICE OF TREASURER-TAX COLLECTOR**

Deputy Purchasing Agent (Print Name)

Signature

Date

Approved As To Form:
Office of the County Counsel
Orange County, CA

By: Patrick Brusio
73F8A9E7D06A41E

Patrick Brusio, Senior Deputy

Date: 7/24/2024