

**AMENDMENT NO. 1
MERCHANT SERVICES BANKCARD AGREEMENT
BY AND BETWEEN
STATE OF NORTH CAROLINA
AND
SUNTRUST MERCHANT SERVICES
CONTRACT NUMBER 14-06002**

This Amendment No. 1 ("Amendment") is made and entered into by and between North Carolina State Controller, North Carolina State Treasurer as the State of North Carolina ("CUSTOMER"), and 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") as of this 1st day of September, 2007, to amend and supplement that certain Merchant Services Bankcard Agreement between them dated August 1, 2006 (the "Agreement"). In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

The parties hereto acknowledge and agree that CUSTOMER shall have the option to truncate all card numbers printed on CUSTOMER'S copy of all Sales Drafts and Credit Vouchers generated as a result of all transactions performed by the parties under the Agreement. The parties further acknowledge that such truncation will result in the printing only the last four digits of all such card numbers on the Sales Drafts and Credit Vouchers suppressing the expiration dates. SERVICERS shall provide the foregoing card number truncation in accordance with the terms of this Amendment.

In its normal course of conducting business, for each transaction, SERVICERS shall generate a transaction number associated with the full card number processed, along with the associated expiration date, and shall provide the transaction number to the CUSTOMER. Upon request, SERVICERS shall make available to the CUSTOMER the full card number and card's expiration date associated with a particular transaction number.

CUSTOMER acknowledges that the entire card number is customarily relied upon by CUSTOMER for many purposes, including without limitation, manually processing transactions, reconciling transactions and transaction reporting, as well as resolving disputed transactions, such as chargeback and adjustment processing. CUSTOMER acknowledges and agrees that if, for any reason, SERVICERS are unable to obtain from their own systems the full card number of a transaction performed under the Agreement, SERVICERS and CUSTOMER shall use reasonable efforts to reconstruct the transaction and determine the full card number associated with the transaction, and that the transaction is subject to the chargeback provisions provided for in the Merchant Card Services Bankcard Agreement.

CUSTOMER acknowledges that this optional card number truncation provision does not relieve the CUSTOMER from its responsibility to retain copies of the Sales Drafts and Credit Vouchers as required by the Agreement.

SERVICERS' provision of the services contemplated under this Amendment shall be in accordance with applicable law, the rules, regulations, policies and procedures of the credit card associations, card issuers and debit card networks, as well as SERVICERS' policies and procedures, all of which may be amended from time to time. To the extent the policies and procedures of any SERVICERS, any credit card association, card issuer or debit card network are modified such that SERVICERS' provision of the services is a violation or potential violation of the foregoing, SERVICERS shall be entitled to immediately cease their provision of the

truncation services hereunder. SERVICERS shall immediately notify State in the event of the occurrence of the foregoing condition(s).

Agreement Confirmation. Except as otherwise provided in this Amendment, the parties agree that language of the Agreement is unchanged and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officers, all as of the day and year first written above.

**SUNTRUST MERCHANT SERVICES, LLC
("STMS")**

**On behalf of WACHOVIA BANK, N.A. ("BANK"), and
FIRST DATA MERCHANT SERVICES SOUTHEAST,
LLC ("FDMS")**

BY: _____

NAME: _____
(Please Print or Type)

TITLE: _____

DATE: _____

OFFICE OF STATE CONTROLLER

BY: _____

NAME: _____
(Please Print or Type)

TITLE: _____

DATE: _____

DEPARTMENT OF STATE TREASURER

BY: _____

NAME: _____
(Please Print or Type)

TITLE: _____

DATE: _____