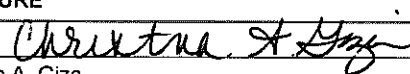


**Commercial Card Classic
Application & Agreement | JPMORGAN CHASE BANK, N.A.**

V1.1_04_25_12

Client Name	Lexington-Fayette Urban County Government	State of Incorporation KY
Address Line 1	200 E. Main Street	
Address Line 2	Fl 8	
City	Lexington	
State	KY	
Zip Code	40507	
Phone	717-232-2723	
Fax	717-233-6073	
REBATES		
Please identify a Business Account to which rebates associated with your Commercial Card rebate program should be deposited. Deposits will be made via Wire Transfer only.		
Business Account at:	<i>(Enter the name of your financial institution)</i>	
ABA:	<i>(Enter ABA for your financial institution)</i>	
Business Account Number:	<i>(Enter your business account number)</i>	
Business Account Name:	<i>(Enter the name of your business account)</i>	
Please enter the Financial Institution and Business Account Name exactly as it appears on your account.		
*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: CCS.Rebate@jpmchase.com . A form will be provided to you upon receipt of your request to modify the business account information. You will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the business account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.		
CLIENT SIGNATURE		
This Application must be signed by an owner, officer or partner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Classic Agreement. I hereby certify that I am the duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to the obligations of the Commercial Card Classic Agreement. I have read and agree to the terms of the Commercial Card Classic Agreement.		
Signature of Authorized Officer	Date	
Name		
Title		
CLIENT ATTESTATION		
The undersigned, a duly authorized officer or representative of Client, does hereby certify that Client has been duly authorized to enter into and perform the Commercial Card Classic Agreement and that the person signing above on behalf of Client, whose execution of this Commercial Card Classic Agreement was witnessed by the undersigned, is an owner, officer, partner, or other representative of Client possessing authority to execute this Commercial Card Classic Agreement.*		
Signature	Date	
Name		
Title		
*Note: The person signing the attestation shall be someone different from the person signing above on behalf of you.		
BANK SIGNATURE		
Signature 	Date 01/08/13	
Name Christina A. Giza		
Title Contract Officer		
ADDRESS FOR NOTICES		
Client	See above	

Bank	JPMorgan Chase Bank, N.A.
	300 S. Riverside Plaza, 9 th FL
	IL1-0199
	Chicago, IL 60670
	Attn: Contracts Manager
For Internal Purposes Only	
Company ID	(org number)
Line Number	

Commercial Card Classic Application & Agreement | JPMORGAN CHASE BANK, N.A.

V 1.0_12_09_08

This Commercial Card Classic Agreement is the agreement (the "Agreement") between us and you covering your JPMorgan Chase Bank, N.A. Commercial Card Classic program and the Cards and Accounts issued to you and your employees. This Agreement is effective as of the date of the first signature above. By signing this Agreement you agree to be bound by the terms and conditions referenced herein.

1. Definitions.

The words "you" or "your" means the Client. The words "Client Affiliate" means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement. The words "Bank", "we", "our", and "us", means JPMorgan Chase Bank, N.A. The word "Account" means each account issued pursuant to the Commercial Card Classic Agreement and includes any Card bearing an account number and accounts with no associated Card. The word "Card" means a MasterCard® account number assigned to you or your employee(s) and the related account and any card bearing such account number. The word "Program" means the commercial card system composed of Cards, Card-use controls and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Agreement.

2. Conditions Precedent.

Prior to the commencement of the Program rendered by us pursuant to this Agreement, you will provide the information listed on the Application included with this Agreement and will certify to the accuracy of such information.

3. Our Obligations.

- A. In connection with your participation in the Program, we will (i) issue Cards to your employees ("Cardholders") designated by a person authorized to bind the Client to these terms and conditions (an "Authorized Person"); (ii) implement the credit limits (the "Credit Limits") specified by an Authorized Person from time to time and accepted by us; and (iii) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, we shall not be obligated to extend credit to you in violation of any limitation or prohibition imposed by applicable law or our policies and procedures.
- B. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client, any Client Affiliate, or any of its or their respective Cardholders or to process any transactions in violation of any limitation or prohibition imposed by applicable law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").
- C. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Account or the Program; (ii) refuse to authorize transactions; (iii) vary the payment terms, or require the provision of security or additional security;; (iv) suspend or terminate any Account; (v) decline to open any Account; or (vi) require merchant category code (MCC) authorization restrictions in connection with a Program.

4. Your Obligations. In connection with your participation in the Program:

- A. You will (i) specify Credit Limits for the Cardholders, (ii) notify us of any changes of Cardholders or in the Credit Limits applicable to Cardholders in a manner acceptable to us, (iii) notify each Cardholder that the Cards are to be used only for business purposes, (iv) clearly disclose to each Cardholder that we provide transaction and account information to third parties, and (v) make commercially reasonable efforts to collect and destroy any Cards you no longer require in connection with this Program.
- B. You represent that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which you have obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. You further represent that you will retain the applications (paper or electronic) for any Card, when such application is not provided to us, for a period of two (2) years after the application has been received and acted upon.
- C. Client represents and warrants that, it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank to issue Cards to and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, or otherwise subject to a sanctions program applicable to Client. Bank reserves the right to terminate the Agreement and/or cancel any of the Accounts at any time, if Bank determines that a Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an individual authorized to use a Card/Account, appears on a government sanctions list applicable to Client.
- D. The Client shall obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- E. You agree to pay all of your obligations in connection with each Card issued in U.S. dollars. You shall make payment monthly for all transactions posted to a Client account as reflected on a periodic invoice during a cycle within fourteen

days of the cycle date or if such day is a Saturday, Sunday or a bank holiday, the next business day or the previous business day as specified on the periodic invoice (the "Payment Date"). You authorize us to debit your designated demand deposit account (the "Deposit Account") in the amount of the payment due on the Payment Date. You agree to deposit into, transfer to, or maintain on deposit in the Deposit Account immediately available and collected funds in an amount sufficient to fund those transactions and related fees which may be charged against the Deposit Account. If such Deposit Account does not contain immediately available and collected funds in an amount sufficient to fund such payment due, then the amounts outstanding shall bear interest, from the first day after the Payment Date to the date on which we receive such payment in full, at a per annum rate equal to the rate of interest as announced from time to time by us or parent as its prime rate of interest which is not necessarily the lowest rate charged to its customers (the "Prime Rate"), plus 2% per annum, changing when and as such Prime Rate changes. Such interest shall be calculated on the average daily outstanding balance for each day during such period and on the basis of a 360-day year.

- F. If you are jointly and severally liable with Cardholders you shall pay us, within ten (10) days of written notice, all amounts owing and payable under or in connection with each joint and several liability Card not paid by a Cardholder within 120 days of the due date of the first billing statement on which such unpaid amount first appears.
- G. You will immediately notify us by telephone of any lost, stolen, misappropriated, improperly used, or compromised Cards.
- i) **Liability for Fraudulent Transactions Following Notification.** Notwithstanding anything to the contrary contained herein, you shall not be liable for any Fraudulent Transactions occurring on a Card after the effective time of such notification to us of such Fraudulent Transaction. "Fraudulent Transactions" shall mean transactions made on a Card by a person, other than you or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither you or nor the Cardholder receives direct or indirect benefit.
- ii) **Liability for Fraudulent Transactions Prior to Notification.** Subject to the terms and conditions contained in subsection (iii) below, you shall not be liable for Fraudulent Transactions occurring on a Card prior to the effective time of such notification to us of such Fraudulent Transactions.
- iii) We reserve the right, in our sole and absolute discretion, to hold you liable for Fraudulent Transactions should we determine that subsequent to implementation of your Program and at the time that the Fraudulent Transaction occurred, you failed to operate your Program in accordance with our fraud reduction best guidelines as set forth below:
- (1) You block high risk MCC's identified by us and presented to you;
 - (2) You maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - (3) You comply with all other guidelines as we may reasonably require from time to time.

If you fail to comply with your obligations described in this subsection (iii), and we determine you to be liable for Fraudulent Transactions, we will either: (i) invoice you for the amount of such Fraudulent Transaction minus any amounts collected, or (ii) deduct the amount of such Fraudulent Transaction amount from your rebate.

- H. You will notify us in writing or by phone of any questions, problems or disputes concerning your billing statement within sixty (60) days of the last day of the Billing Cycle during which such transaction is first charged to you. "Billing Cycle" shall mean the monthly period ending on the same day each month, or, in some instances, the following business day. We will use reasonable efforts to assist you in attempting to obtain reimbursement from the Merchant; provided, however, that you understand that if you are using Cards assigned to a department, rather than in a Cardholder's name, or card-less Accounts, no chargebacks will be granted for transactions where a Cardholder's name is not embossed on the Card or where there is no Card associated with such Account. You will use reasonable efforts to assist us in attempting to obtain reimbursement from the Merchant. We shall not be liable for any transaction where notice of the disputed transaction is received from you or a Cardholder more than sixty (60) days after the last day of the Billing Cycle during which such transaction is first charged to you or a Cardholder. You or any Cardholder shall not make a claim against us or refuse to pay any amount because you or the Cardholder may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.
- I. You will not exceed the Credit Limit; provided however, that if you exceed the Credit Limit, you shall pay all amounts exceeding the Credit Limits.
- J. You agree to provide us with such financial statements and other related information at such frequencies and in such detail as we may reasonably request. If applicable, you will notify us within five business days of any change in your bond rating. We shall be entitled to receive, and to rely upon, financial statements provided by you to our affiliates, whether for purposes of this Agreement or for other purposes.
5. **Notices.** All notices required or permitted to be given under this Agreement shall be addressed as set forth above or as otherwise agreed in writing by the parties from time to time, and shall be effective upon receipt.
6. **Representations and Warranties.** You represent and warrant that this Agreement constitutes a legal, valid and binding obligation, enforceable against you, in accordance with its terms, and that execution and performance of this Agreement (i) does not breach any agreement with any third party, (ii) does not violate any law, rule, or regulation, or any duty arising in law

or equity applicable to it, (iii) is within your organizational powers, and (iv) has been authorized by all necessary organizational action.

7. **Fees.** You agree to pay the fees and charges incurred by you as specified by us, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. We may change the fees and charges payable by you at any time provided we notify you at least thirty (30) days prior to the effective date of the change. The schedule of fees reflects the cost for services agreed to for this Program.
8. **Termination.** This Agreement may be terminated by either party at any time for any reason. In the event this Agreement is terminated for any reason, you shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. Sections 4.B, 4.C, 4.D, 4.E, 4.F, 6, 7, 8, 9, 10.B, 10.C, 10.D, 10.E, 10.F, 10.G, 10.I, and 10.J shall survive the termination of this Agreement. In the event collection is initiated by us, you shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by us.
9. **Limitation of Liability.** We will be liable only for direct damages if we fail to exercise ordinary care. We shall be deemed to have exercised ordinary care if our action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. We shall not be liable for any special, indirect or consequential damages, even if we have been advised of the possibility of these damages.
10. **Miscellaneous.**
 - A. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of you and us and our respective successors and assigns.
 - B. We shall not be held responsible for any act, failure, event or circumstance addressed herein if such act, failure, event or circumstance is caused by conditions beyond our reasonable control.
 - C. This Agreement embodies the entire agreement and understanding between you and us and supersedes all prior agreements and understandings between you and us relating to the subject matter thereof.
 - D. Without limiting our rights under applicable law, you authorize us to apply or offset any sums standing to your credit with any office branch, subsidiary or affiliate of us to the payment when due of any amount owing by you under this Agreement.
 - E. The Cards are non-transferable, non-assignable and shall remain the property of JPMorgan Chase Bank, N.A.
 - F. This Agreement may be amended or waived only by notice to you in writing from us.
 - G. To the extent that you would have or be able to claim sovereign immunity in any action, claim, suit, or proceeding brought by us, you irrevocably waive and agree not to claim such immunity.
 - H. International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, MasterCard will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate MasterCard uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. We reserve the right to charge an international transaction Fee, as specified in Exhibit A. The international transaction Fee will be calculated on the U.S. dollar amount provided to us by MasterCard. The same process and charges may apply if any international transaction is reversed.
 - I. *USA PATRIOT Act Disclosure.* We comply with Section 326 of the USA PATRIOT Act. This law mandates that we obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement you agree to provide and consent to us obtaining, if necessary from third parties, Cardholder's name, residential address, date of birth, and social security number to verify Cardholder's identity.
 - J. **CHOICE OF LAW.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

EXHIBIT A

TO COMMERCIAL CARD CLASSIC AGREEMENT Lexington-Fayette Urban County Government INCENTIVES & FEES

DEFINITIONS

"Association" means MasterCard.

"Charge Volume" means total U.S. dollar charges made on a Card, net of returns, and excluding cash advances, Fraudulent Transactions and any transactions that do not qualify for interchange under applicable Association rules.

"Contract Year" means a 12-month period beginning on the effective date of the Agreement or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Card that Bank has written off as uncollectible excluding amounts due in respect of Fraudulent Transactions.

"Gross Rebate" means rebate amount prior to reduction by Credit Losses and/or Excess Redemption Expenses.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

REBATES

Volume Rebate

Bank will pay the Client a Gross Rebate based on the annual Charge Volume achieved according to the following schedule. The Gross Rebate will be calculated as the Rebate Rate times the annual Charge Volume.

Annual Charge Volume	Rebate Rate (%)
less than \$500,000	0.20%*
\$500,000	0.25%
\$1,000,000	1.25%
\$2,000,000	1.25%
\$3,000,000	1.25%
\$4,000,000	1.25%
\$5,000,000	1.28%
\$6,000,000	1.28%
\$7,000,000	1.28%
\$8,000,000	1.28%
\$9,000,000	1.28%
\$10,000,000	1.36%
\$11,000,000	1.36%
\$12,000,000	1.36%
\$13,000,000	1.36%
\$14,000,000	1.36%
\$15,000,000	1.42%
\$20,000,000	1.48%
\$25,000,000	1.52%
\$30,000,000+	1.56%

* Minimum Gross Rebate payable shall be \$50, provided, however, if Client does not qualify for a rebate as set forth herein under the General Rebate Terms, the Client will not receive the minimum Gross Rebate payment.

Individual Bill and Individual Pay Rebate Adjustment

For travel Charge Volume that is individually billed or individually paid, subtract 0.05%.

Interchange Adjustment

In the event of a reduction in interchange rates by the Association, the Bank reserves the right to ratably adjust the rebate rates accordingly.

General Rebate Terms

Rebates will be calculated annually in arrears. Gross Rebate amounts are subject to reduction by all Credit Losses and/or Excess Redemption Expenses. If Credit Losses and/or Excess Redemption Expenses exceed the Gross Rebate earned for any Contract Year. Bank will invoice the Client for the amount in excess of the Gross Rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Credit Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Credit Losses for the prior six-month period. In no event shall the Bank pay the Client a rebate for the year in which this Agreement is terminated.

Rebate payments will be made within 90 days after the end of the Contract Year via wire transfer to an account designated by the Client.

To qualify for any rebate payment, all of the following conditions apply.

- a. Settlement of any centrally billed account(s) must be by automatic debit.
- b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Finance Charge as specified below. Settlement Terms are 30 & 14.
- c. The Client must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
- d. The Client is not in default under the Agreement.

Fees - US

The following are the fees associated with our US One Card program in the United States

PROGRAM FEES	
Annual card fee	NONE
Executive Cards	
Executive Elite	\$325 annual fee
Executive	\$75 annual fee
Corporate Rewards Program* (Minimum \$1,000,000 annual Charge Volume and Individual Bill required)	
Rewards annual fee	\$75 per enrolled cardholder per year
<p>\$35 of rewards fee is for the administration of the Corporate Rewards program, and the remaining \$40 goes into a Redemption Pool. If the cost of Rewards redemption exceeds the amount in the Redemption Pool (the "Excess Redemption Expenses"), then the Excess Redemption Expenses will be deducted from any Gross Rebate paid to the Client. If there is not sufficient Gross Rebate earned to cover the Excess Redemption Expenses, Bank will invoice the Client for the Excess Redemption Expenses which shall be payable within 14 days of receipt of such invoice.</p>	
* Subject to the Terms and Conditions of the Rewards program.	
Cash advance fee	2.0% (\$3.00 minimum)
Foreign Transaction Fee	1% surcharge (association pass-through)
Rush Card Request	\$0 if effected through J.P.Morgan. If effected through the association, client shall pay any fees charged by the association.
Return check (payment)	\$15 per return
Document retrieval	Non-dispute-related: \$8 per document
PAST-DUE FEES	
Late fee	<u>Central Bill:</u> None <u>Individual Bill:</u> \$15 plus Finance Charge
Finance charge	<u>Central Bill:</u> Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: (past due balance + any new spend) / number of days in cycle. <u>Individual Bill:</u> Prime + 6.4% is applied to the average daily balance which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
CARD DESIGN	
Basic plastic	\$0.00
Client logo plastic	\$350 per Logo. Logos can be printed in white or black ink only. Executive Card Logos can be printed in silver ink only. (WAIVED)
OPTIONAL PROGRAM/TECHNOLOGY SERVICES	
<i>smartdata</i> monthly maintenance fee	None
File transfer using FTP	Setup fee (one time)—\$300 (WAIVED)
Data file fees (T&E expense system feeds, SAP, SmartLink, etc.)	Monthly — \$50/month (WAIVED)

Should Client request services not in this schedule, Client agrees to pay the fees associated with such services.