

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK, N.A.

This Participation Agreement (the "**Participation Agreement**") is made and entered into as of _____ (the "**Effective Date**") by and between **Coppell Independent School District** ("**Participant**") and **JPMorgan Chase Bank, N.A.** or one or more of its Affiliates ("**Bank**").

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "**Commercial Card Agreement**") by and between City of Fort Worth ("**Client**") and Bank, Bank has agreed to provide commercial card services to Client (the "**Program**") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

- 1. Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
- 2. Mutual Obligations.** By their execution of this Participation Agreement, Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement as may be amended from time to time attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to Participant hereunder.

Without limiting the generality of the foregoing, Participant further agrees that it shall be responsible only for transactions and for fees, charges, and other amounts due under the Commercial Card Agreement related to the use of Accounts of Participant pursuant to the Commercial Card Agreement and that Client shall not be liable for any such transactions and for any such fees, charges, and other amounts.

- 3. Incentives.** For purposes of calculating rebates, the Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
- 4. Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other:

To Bank: JPMorgan Chase Bank, N.A.
10 South Dearborn Street, Floor 6
Mail Code: IL1-0286
Chicago, Illinois 60603-2300
Attn: Commercial Card Legal

To Participant: Coppell Independent School District
200 South Denton Tap Road
Coppell, Texas 75019-3205
Attn: Erica Devould

- 5. Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

COPPELL INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Participant Attestation: The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member, or other representative of Participant possessing authority to execute this Participation Agreement.

By: _____

Name: _____

Title: _____

Exhibit I to Participation Agreement

[Commercial Card Agreement]