



May 30, 2024

City of Fort Worth Texas
1000 Throckmorton Street
Fort Worth, TX 76102
Attn: Elida Torres, Purchasing Division

Dear Elida,

We are writing in connection with the Commercial Card Agreement (the "Agreement"), dated as of August 31, 2007 between JPMorgan Chase Bank, N.A. (the "Bank"), and City of Fort Worth Texas (the "Client").

Subject to the terms and conditions of the Agreement, this amendment is effective as of the day written above.

Amendment. The Effective Date of this estoppel is September 1, 2021.

Amendment. Provision 7 of the Pricing Exhibit is hereby deleted in its entirety and replaced with the following Provision 7.

7. Fees

A. The following are the fees associated with U.S. Single-Use Account, U.S. Purchasing, U.S. Corporate and U.S. One Card programs in all Banks other than 1845, 2234, 2237, 8221:

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter (WAIVED) Individual bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter (WAIVED)
International transaction	1.5% of the US Dollar amount charged (WAIVED for U.S. Virtual Card transactions on Visa only)
Standard card	\$0.00
ADDITIONAL SERVICES AND FEES	
Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card
If the Participant requests services not listed in this table, the Participant agrees to pay the fees associated with such services.	

B. The following are the fees associated with U.S. Purchasing, U.S. Corporate and U.S. One Card programs implemented on Banks 1845, 2234, 2237, 8221:

STANDARD SERVICES AND FEES

Late payment charge	Central bill: None Individual bill: \$15 late fee at the end of the first cycle (WAIVED)
Delinquency/Finance charge	Central bill: 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: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle. (WAIVED) Individual bill: Prime + 6.4% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle. (WAIVED)
International transaction	1% surcharge
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.0% of amount advanced (\$3.00 minimum with no maximum)
Executive card	\$75 annual fee per card
Convenience check	2% of check amount (\$1.50 minimum with no maximum)

If the Participant requests services not listed in this table, the Participant agrees to pay the fees associated with such services.

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. The continued use of your cards is evidence of your agreement to be bound by the above-referenced changes and in accordance with the terms of the Agreement.

If you have any questions, please feel free to contact Paula Conn at paula.j.conn@jpmorgan.com.

Sincerely,

JPMorgan Chase Bank, N.A.

DocuSigned by:

 By: 832BEF7B83714D7...

Certificate Of Completion

Envelope Id: 1A53D2E68EFA4CC68ECBC99F32777C10

Status: Completed

Subject: Complete with DocuSign: City of Fort - Estoppel.docx

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

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DEANNA.ROSENCRANTZ@JPMCHASE.COM

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277 Park Ave, Flr 13

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New York, NY 10017

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Signer Events

Carl Iovinelli

Carl.Iovinelli@jpmorgan.com

ED Commercial Card Client Success

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Carl Iovinelli
832BEF7B83714D7...

Signature Adoption: Pre-selected Style

Using IP Address: 159.53.46.143

Timestamp

Sent: 5/30/2024 1:13:45 PM

Viewed: 5/30/2024 1:15:44 PM

Signed: 5/30/2024 1:15:49 PM

Electronic Record and Signature Disclosure:

Accepted: 5/30/2024 1:15:44 PM

ID: d813c01a-b676-47c4-9113-88381c6e160f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

5/30/2024 1:13:45 PM

Certified Delivered

Security Checked

5/30/2024 1:15:44 PM

Signing Complete

Security Checked

5/30/2024 1:15:49 PM

Completed

Security Checked

5/30/2024 1:15:49 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pratheep.balendra@jpmorgan.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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