

**RENEWAL #1 AND AMENDMENT #9 TO MASTER CONTRACT TR175
For ePAYMENT SOLUTIONS BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF FINANCIAL SERVICES,
BANC OF AMERICA MERCHANT SERVICES, LLC, AND BANK OF AMERICA,
NATIONAL ASSOCIATION**

This renewal and amendment (collectively referred to as "Amendment") to Contract TR175 (Master Contract), as previously amended (Amended Contract), is made by and between the Department of Financial Services (Department), an agency of the state of Florida (State); and Banc of America Merchant Services, LLC, and Bank of America, National Association (collectively referred to as "Contractor"); effective as of the date last signed below.

WHEREAS, the Department entered into the Contract with the Contractor for e-payment solutions and services effective June 12, 2013;

WHEREAS, the Contract was for a period of five (5) years ending on June 11, 2018, and allowed for renewal for a maximum of five (5) years;

WHEREAS, the Contractor is making changes to the web-based Enterprise ePayment Collection Solution described in subsection 2.1 of the Scope of Work, which will affect numerous Participants and which necessitates certain assurances; and

WHEREAS, the parties wish to renew the Amended Contract.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1) The terms and conditions of the Amended Contract are incorporated by reference as if fully rewritten herein.
- 2) The Department and the Contractor agree to renew the Amended Contract, as further amended herein, for a three-year period to begin on June 12, 2018, and remain in effect through June 11, 2021. The parties reserve the option to further renew the Amended Contract upon mutual written agreement for one or more periods not exceeding an additional total of two years collectively (i.e., through no longer than June 11, 2023).
- 3) BANA has represented that RPO will not be available beyond December 31, 2017. The Department will continue the on-going process of transitioning to BANA's CashPro Biller Gateway under a mutually agreed project plan, which includes a scheduled completion date of October 31, 2017. The Department waives any liability that BANA may have under the Contract to provide services through RPO, but only to the extent that BANA is not, in part, responsible for the Department's failure to complete its transition to CashPro Biller Gateway by December 31, 2017. By agreeing to the immediately preceding sentence, BANA neither admits nor denies any such liability.

- 4) All other terms and conditions of the Amended Contract remain in effect. If and to the extent that any inconsistency may appear between the Amended Contract and this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, the parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Department of Financial Services

By: [Signature]

Name: Robert Knip

Title: Chief of Staff

Date: 8/16/17

Banc of America Merchant Services, LLC

By: [Signature]

Name: Ed Sykes

Title: SVP

Date: 8/9/17

Bank of America, National Association

By: [Signature]

Name: Kathryn Sikes

Title: SVP

Date: 8/10/17