

STATE OF TEXAS
SERVICE CONTRACT ISSUED UNDER
RETAIL FUEL CARD AND RELATED SERVICES CONTRACT BETWEEN THE
STATE COUNCIL ON COMPETATIVE GOVERNMENT BY AND FOR THE TEXAS
BUILDING AND PROCUREMENT COMMISSION
CONTRACT NO. 050720-CCG-FC

Definitions:

“Agreement” means: that certain contract for electronic fuel dispensing and fleet card processor services by and between the State Council on Competitive Government by and for the Texas Building and Procurement Commission (“TBPC”), COMDATA NETWORK, INC. (“Comdata”) and TransMontaigne Product Services, Inc. (“TransMontaigne”) dated February, 2006 (Comdata and TransMontaigne are hereinafter referred to as “Contractor”).

Participating State Agency

Wise County
(Legal Name of Entity)

P.O. Box 899
(Billing Address)

Decatur, TX 76234
(City, State and Zip Code)

75 0001203
[Federal, State or 501 (c) (3) Tax Identification Number]

Ann McCuiston Auditor
(Contact person name and title)

All other capitalized terms used in this Service Contract without definition have the meanings set forth in the Agreement.

Agreements of Contractor and Public Procurement Unit:

1. Participating State Agency represents that it is authorized by the laws of the State of Texas to enter into this Service Contract and to become a Participating State Agency under the Agreement.

2. Participating State Agency hereby requests the services of Contractor described in the Agreement and agrees to perform all duties of a Participating State Agency under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement (at the rates set forth in the Agreement), and cooperation with respect to providing all necessary

information for the administration of the Agreement. Participating State Agency agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating State Agency's account.

3. Participating State Agency's Fleet Contact is set forth above. The Fleet Contact is authorized to order Cards and request "lock out" of lost or stolen Cards.

4. Participating State Agency acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Service Contract may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Service Contract on behalf of the Participating State Agency and this Service Contract is the valid and binding obligation of the Participating State Agency, enforceable in accordance with its terms.

[signatures on following page]

Name of Participating State Agency:

Wise County

By (Authorized Signatory):

Bill McElhaneey

Print Name: Bill McElhaneey, County Judge

This Service Contract shall not become binding until
accepted by Contractor.

COMDATA NETWORK, INC.

By: JK May, Sr

Title: Sr Vm GM

Date: 6/1/07

TRANSMONTAIGNE PRODUCT SERVICES, INC.

By: Sarah A Manta

Title: Executive Director, Marketing

Date: 7/11/07