

**TWELFTH AMENDMENT TO MERCHANT SERVICES PROGRAM GUIDE 1405 BETWEEN
(1) WELLS FARGO BANK,
N.A. AND (2) COUNTY OF ORANGE, CALIFORNIA**

This Twelfth Amendment (the "Amendment") to the Merchant Service Program Guide WFB1405, which includes the Merchant Processing Application, the Program Guide and the schedules thereto and documents incorporated therein, each as amended from time to time (collectively, the "Contract") is entered into on the last date signed below (the "Effective Date") between Wells Fargo Bank, N.A., with offices at 3201 North 4th Avenue Sioux Falls, SD 57104 (collectively, "SERVICER") and County of Orange, a political subdivision of the State of California on behalf of Office of the Treasurer-Tax Collector, (hereinafter referred to as "County") with offices at 601 N. Ross St., Second Floor, Santa Ana, CA 92701 (hereinafter collectively referred to as "MERCHANT").

W I T N E S S E T H:

WHEREAS, SERVICER and MERCHANT have fully negotiated in good faith and agreed to revise and/or modify certain provisions of the Contract, and now desire to amend the Contract as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived from the Contract and this Twelfth Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, SERVICER and MERCHANT agree that the terms set forth below shall be incorporated into, and become a part of, the Contract and the parties further agree to be legally bound by the following new terms and to amend the Contract as follows:

1. Section 23.2 of the Merchant Services Program Guide WFB1405 is hereby amended in its entirety to read "The term of the Contract is hereby extended and shall continue in force until August 13, 2027."
2. The parties agree that SERVICER will provide the services for the fees specified in the Pricing Terms. Subject to MERCHANT maintaining similar processing volume and similar services in place at the Effective Date of this Amendment, the processing fees, as described in the Pricing Terms, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) for the term commencing on August 14, 2026 through August 13, 2027. Provided, however, the parties acknowledge and agree that the processing fees shall not include any Card Organization fees, fines, interchange, assessments or similar type pass-through fees, whether or not such fees are outlined in the Pricing Terms.
3. The parties acknowledge that on or around October 30, 2025, Wells Fargo Merchant Services LLC merged into Wells Fargo Bank N.A. as part of an internal reorganization. As a result, WFMS is no longer a party to this Agreement and all references to Wells Fargo Merchant Services or WFMS throughout the Agreement shall hereby mean Wells Fargo Bank N.A. or WFBNA.
4. Except as set forth herein, all other provisions of the Contract with Amendments shall remain unchanged and in full force and effect.

This Twelfth Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument. This Twelfth Amendment may be executed and delivered by facsimile and/or in the form of an Electronic Record

(defined below) and the parties agree that such facsimile or Electronic Record execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile or Electronic Record signatures as evidence of the execution and delivery of this Twelfth Amendment by all parties to the same extent that an original signature could be used. "Electronic Record" (as such term is defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("ESIGN Act"). An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a Party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.

If any term or condition of the Contract conflicts with or is inconsistent with any term or condition of this Twelfth Amendment, the terms and conditions of this Twelfth Amendment shall govern, prevail, and control. All references to the Contract shall include this Twelfth Amendment. This Twelfth Amendment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

Wells Fargo Bank, N.A.

Madaline Love	Managing Director
Print Name	Title
<i>M. Love</i>	07/22/26

Signature	Date
-----------	------

Print Name	Title
------------	-------

Signature	Date
-----------	------

*Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, **(2) two signatures are required:**

- 1) The document must be signed by two people. One of them must be the chairman of the board, the president, or any vice-president. The other must be the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer.
- 2) One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.
- 3) In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

**County of Orange, a political subdivision of the State of California
Office of Treasurer-Tax Collector**

Print Name	Title
------------	-------

Signature	Date
-----------	------

**APPROVED AS TO FORM
Office of the County Counsel
Orange County, California**

By: Patrick Bruso Date: 7/21/2026