

**ADDENDUM TO THE MOTOR FLEET FUEL CREDIT CARD CONTRACT NO. 405G BETWEEN
WEX BANK, F/K/A, WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION ("WEX") AND
THE STATE OF NORTH CAROLINA ("STATE")**

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, Card Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity	Phone #	Fax#
----------------------	---------	------

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Headquarters Name and Physical Address (Do not include PO Box)	Applicant's Taxpayer ID # (TIN, FEIN or SSN)
--	--

In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$
--------------------------	------------------------------	--------------------	-------------------------------------	--

Billing Contact	Billing Address	City	State	Zip+4
-----------------	-----------------	------	-------	-------

Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #
-------------------------------	-------	---------	-------

Mailing Address (if different from billing address)	City	State	Zip+4
---	------	-------	-------

Email address (required to take advantage of product type card controls)

Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using.

If you provide a valid email address above, you can select from these product type options:

All Products
 Fuel & Service
 Fuel & Fluids with Roadside Assistance
 Fuel with Roadside Assistance
 Mix of card types

Check here if business is exempt from motor fuels tax

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

WEX complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you.

TERMS

Definitions:

"Agreement" means: **Contract No. 405G effective November 1, 2012** for Fuel and Maintenance Card Management Services (the "Agreement") between the **State of North Carolina ("State")** and **WEX Bank, f/k/a Wright Express Financial Services Corporation ("WEX")**.

"Participating Entity" shall mean the Participating Entity as defined in Contract No. 405G permitted to purchase services under the Agreement, as specified in the Credit Information above.

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

Agreements of WEX and Participating Entity:

1. Participating Entity represents that it is authorized by the laws of the State to enter into this Addendum and to participate under the Agreement.
2. Participating Entity hereby requests the services of WEX described in the Agreement and agrees to perform all duties of a Participating Entity 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, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity 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 Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.
4. Participating Entity acknowledges that this Agreement will not be binding and effective until WEX has also completed it.

AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Participating Entity:	WEX BANK
By: _____ (Contracting Agency's Authorized Signatory)	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Complete and sign addendum. Fax to 1-866-527-8873.

FOR OFFICE USE ONLY

Opportunity Number	Sales Code	Plastic Type	Coupon Code	Account Number
			NC1	04