

**SECOND AMENDMENT TO THE CONTRACT
FOR CAMPUS ID CARD AND BANKING SERVICES
FOR THE UNIVERSITY OF NEVADA, LAS VEGAS
Contract No. 6462**

This Second Amendment to the Contract for Campus ID Card and Banking Services Contract for the University of Nevada, Las Vegas (this "Amendment"), is made as of April 26, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("UNLV") and is incorporated into the Contract by reference.

Pursuant to the contract dated as of May 1, 2014 (the "Contract"). Bank agreed to be the provider of campus ID cards and banking services to the UNLV that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the definition given to them in the Contract)

Pursuant to the First Amendment dated July 29, 2015, UNLV and Bank amended the Contract to clarify certain provisions on the terms and conditions.

Pursuant to the Department of Education's release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations, UNLV and Bank want to amend the Contract to reflect the necessary contractual changes required by the new rule to the current Contract.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the payments provided for in this Amendment, and other good and valuable consideration, the parties agree as follows:

Amendment of TERMINATION Article VI(N)

Article VI(N)(1) is deleted in its entirety and the following language is substituted in place thereof for all purposes:

1) UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Bank with sixty (60) calendar days' advanced written notice, including for complaints or excessive fees. The parties agree that UNLV will complete and share with Bank a biennial due diligence reviews of both student complaints and fees associated with Bank's accounts provided in connection with this Contract. After joint review UNLV may terminate this Contract as provided herein if UNLV determines that the number of complaints are excessive, or that the fees are not consistent with or are above the prevailing market rates for banking services. Such termination shall be effected by written notice from UNLV to Bank specifying the extent and the effective date of the termination. Either party may terminate this Contract immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; (4) the inability of the other party to pay its debts as they become due; (5) if directed to do so by a government entity or regulatory authority with oversight powers of either party; or (6) if due to an act of regulatory or rule making authority, the continuation of this Contract becomes untenable due to regulatory constraints placed upon either party resulting in a severe curtailment of revenue or an implementation of costs so prohibitive as to result in the discontinuation by either party of the overall type of program offered under this Contract by their respective organizations.

Amendment of NOTICES Article VI (K)

Article VI (K) of the Contract is deleted in its entirety and the following language is substituted in place thereof for all purposes:

K. NOTICES.

Written notices required under this Contract shall be sent Certified mail, return receipt requested, to:

UNLV: Director of Purchasing and Contracts
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas NV 89154-1033

Bank: U.S. Bank National Association
Campus Banking
Attn: Vincent Roos Vice President
6940 Mission Road/ SL-KS 9255
Prairie Village, KS 66208

Amendment of Exhibit A Scope of Contract.

Article I (B) Overview paragraph two Card Selection and Activation of the Contract is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

Card Selection and Activation. Users will have the option of selecting the standard ID RebelCard without Banking Services or the Visa-branded Maxx Card with Banking Services. Users with an active Bank checking account are able to activate the ATM/PIN based POS functionality, or obtain a Maxx Card with ATM/ Visa debit functionality, for no additional fee.

Article I(L) Banking Services paragraph three of the Contract is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

Bank will offer Banking Services associated with checking account products with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge additional fees for opening a student checking account, or allow the Maxx Card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on UNLV's campus it will be free of transaction charges to Bank checking account holders when accessing their account with a Bank ATM/Debit Card or Maxx Card throughout the Term of this Contract and any Renewal Terms. Additional enhancements to Banking Services will be subject to further agreement of both parties. Bank shall provide a comprehensive line of banking products to the UNLV community. Bank may offer additional offerings that benefit the User, make changes as required by law, or as otherwise agreed to in writing by the parties.

Article I(L) Banking Services is amended by the addition of the following language to the Contract as paragraph four of Article I(L) for all purposes:

Within sixty (60) days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with Bank accounts for any portion of such year under this Contract, and will include the mean and median of the actual costs incurred by student account holders.

(SIGNATURES FOLLOW ON NEXT PAGE)

Original Contract Ratified and Affirmed

Except as set forth above, the Contract is ratified and affirmed in all respects.

Agreed as of the date first above written:

U.S. Bank National Association

By: [Signature]

Its: SVP Regional Mgr.

Date: 5/2/2014

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY: [Signature] 04/26/16
Lori Temple, Vice Provost for Information Technology Date

APPROVED:

BY: [Signature] 4/27/15 AKD
Gerry J. Bomotti, Senior Vice President of Finance & Business Date