

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

This Third Amendment to the Contract for Campus ID Card and Banking Services Contract for the University of Nevada, Las Vegas (this "Amendment"), is made effective the date last signed below by any duly authorized signatory ("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 Second Amendment dated April 26, 2016, the Contract was amended to comply with the Department of Education's release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations.

The parties have mutually agreed to make certain changes to the Exhibit B, Royalty Schedule.

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 Exhibit B

Exhibit B is hereby replaced in its entirety with the attached Exhibit B.

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: 

Its: SVP, Regional Manager

Date: 10/21/18

(SIGNATURES FOLLOW ON NEXT PAGE-REMAINDER OF PAGE IS BLANK)

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

RECOMMENDED

BY: Juanita P. Pain 11/26/18
Date
Juanita Pain, Vice President for Student Affairs

BY: JM Wock 11/28/2018
Date
Jean M. Wock, Vice President, Finance and Business/CFO

BY: Marta Meana 12/5/18
Date
Marta Meana, President

APPROVED AS TO LEGAL FORM:

BY: Ekta Luna Sidhu 11/29/18
Date
Ekta Luna Sidhu, General Counsel

APPROVED:

BY: Crystal Abba 12-12-18
Date
Thom Reilly, Chancellor
Crystal Abba for Thom Reilly

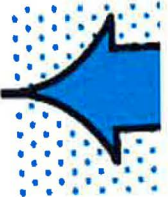


Exhibit B
Operations Payment

1. **Signing Bonus.** Bank shall provide an initial upfront "Signing Bonus" of \$70,000 to UNLV which will be made payable within sixty (60) days of the execution of this Contract.
2. **Operations Payment.** Bank shall pay UNLV a flat fee annual "Operations Payment" of \$81,000 on or before August 1st of each year. The parties agree this flat fee Operations Payment will be comprised of and replace payments previously paid to University for the RebelCard operations office payment, and the royalty payments for both the RebelCard and ATMs. Any pro-rata payments shall be denoted in documentation supplied with the annual Operations Payment.
3. **Annual Athletic Sponsorship.** Bank shall continue to provide for the Term of this Contract, an annual athletic sponsorship of \$40,000.
4. **Annual Scholarship.** Bank shall provide UNLV with an annual \$5,000 scholarship.
5. **Marketing Support.** Bank shall invest at least \$15,000 annually in marketing support to market the RebelCard Maxx program.

Maxx Card Terms and Conditions

1. Training. Training shall be provided by Bank to all UNLV employees who will have direct contact with the Maxx Card program. The training will include written training materials, to be developed and paid for by Bank. Initial training will be conducted by Bank personnel and subsequent training will be conducted by UNLV personnel who have the requisite training and authority to administer the training.

2. Operating Procedures. UNLV will comply with instructions and guidance from Bank, and will otherwise utilize commercially reasonable standards to ensure the production of the Maxx Cards is performed in a controlled, secure environment. For purposes of this section, "commercially reasonable standards" includes, at a minimum, compliance with the Visa Global Instant Card Personalization Issuance Security Standards

Each party agrees to alert the other, as soon as reasonably practicable, of any variances, risks, delays, or other material issues that cause or threaten the established timelines and/or content documented in the operational guidelines and procedures associated with the development or administration of the Maxx Card. Each party agrees to cooperate with the other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.

3. Suspension and Cancellation. Bank reserves the right to temporarily or permanently suspend issuance of the Maxx Card in the event Bank determines, in its sole discretion, that the Maxx Card has created unforeseen risk, the Maxx Card is being administered through an unstable operating environment, or the Maxx Card is subject to any other circumstances that creates unwarranted risk or potential reputational damage to Bank.

4. Default and Remedies. These terms represent obligations and responsibilities that are material to the success of the Maxx Card program. Therefore, any violation of these obligations and responsibilities will constitute an event of default under this Contract and give rise to the remedies set forth therein or otherwise allowed by law. Bank's remedies shall include, without limitation, the right to cease Maxx Card operations.