

**FIRST AMENDMENT TO EXHIBIT B
UCM ONE CARD AND BANKING SERVICES AGREEMENT**

This FIRST AMENDMENT TO EXHIBIT B, UCM ONE CARD AND BANKING SERVICES AGREEMENT (this "Amendment"), is made as of May 26, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and University of Central Missouri ("University"), and is incorporated into the Agreement by reference.

Pursuant to the UCM ONE CARD AND BANKING SERVICES AGREEMENT dated as of June 15, 2007, and effective as of June 20, 2007 (the "Agreement"). Under Exhibit B to the Agreement, Bank agreed to be the exclusive provider of campus ID Card Banking Services to the University that may be accessed by and through an identification card ("Exhibit B"). (all capitalized terms not defined herein will have the definition given to them in the Agreement)

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

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 Section 1 Banking Services

Section 1.1.1 and the following language are added to Exhibit B for all purposes:

1.1.1 ID Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services or the Visa-UCM 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 UCM Maxx Card with ATM/ Visa debit functionality, for no additional fee.

Section 1.3 of Exhibit B is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

1.3 Account Features. Bank will offer a checking account product 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 ID Card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on University's campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

Section 1.5 and the following language are added to Exhibit B for all purposes:

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

Amendment of Notices Section 8

Section 8 of Exhibit B is deleted in its entirety and the following language is substituted in place thereof for all purposes:

8. Notices. All notices and statements by either party in connection with this Agreement shall be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified or registered mail, first class, postage prepaid and return receipt requested.

University: University of Central Missouri
University Controller / Treasurer
Attn: Toni Kreke
316 K Administration Building
Warrensburg, MO 64093

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 Section 10 Termination

Section 10 of Exhibit B is amended by the addition of the following language for all purposes:

10. Termination; The termination rights provided for in this Section 10 are applicable to this Exhibit B only, and do not apply to the License Agreement, the ATM Agreement or any Exhibit or ancillary document not affiliated with the provision of the UCM Maxx Card.

Section 10 is deleted in its entirety and the following language is substituted in place thereof for all purposes.

10.1 Termination for Convenience. During any Renewal Term either party may terminate this Agreement for any reason upon not less than ninety (90) days' prior written notice to the other party. Upon receipt of notice, the parties shall be liable only for obligations incurred up to the effective date of such termination.

Sections 10.3 and 10.5 and the following language are added to Exhibit B for all purposes.

10.3 Termination for Complaints or Fees.

10.3.1 Complaints. University will complete and share with Bank a biennial due diligence review of student complaints associated with Bank's accounts provided in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines that number of complaints were excessive.

10.3.2 Fees. University will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines the fees assessed students under this Agreement are not consistent with or are above the prevailing market rates for the Banking Services.

10.4 Survival. The rights and responsibilities of each party as embodied in Section 5 ("Royalty Schedule") relating to outstanding amounts due and Section 12 ("Data Security and Confidentiality") regarding the use and preservation of confidential information will survive the termination of this Agreement.

Amendment of Section 11 Hold Harmless.

Section 11 of Exhibit B is deleted in its entirety and the following language shall be substituted therein for all purposes.

11. [Intentionally Omitted]

Original Agreement Ratified and Affirmed.

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

Agreed as of the date first written above:

U.S. Bank National Association

University of Central Missouri

By: 

By: 

Its: SVP Regional Mgr. OSB

Its: Controller / Treasurer

Date: 5/26/16

Date: 5/23/16