

ON-SITE BRANCH BANK LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made this 15th day of June, 2007, by and between University of Central Missouri, ("University"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association ("Bank").

WHEREAS, in consideration of the mutual promises and subject to the terms and conditions set forth herein, University hereby grants to Bank certain rights to install, maintain and operate an On-Site Branch Bank (as hereinafter defined), and certain related rights, in the location specified below in Section 3, in accordance with the provisions hereinafter set forth (the "License").

NOW, THEREFORE, for and in consideration of the premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

1.1 "Automated Teller Machine" or "ATM" shall mean an electronic terminal that performs certain banking functions, including, but not limited to the following: dispensing cash, coupons, postage stamps and travelers' checks, accepting deposits and loan payments, making transfers between accounts and giving account balances.

1.2 "Cash Dispenser" shall mean an electronic terminal or machine, accessible by a card issued by a bank, credit union, thrift or other financial institution, and linked to an account or accounts of a customer of the issuing institution, which includes, but is not limited to dispensing cash withdrawn from an account of a customer.

1.3 "On-Site Branch" shall mean a banking or credit union facility staffed with one or more full-time Bank employees performing Retail Banking Functions.

1.4 "Retail Banking Functions" may include those functions typically performed by retail banking facilities, including, without limitation, opening new deposit accounts; originating and making loans; cashing and verifying checks (including a requirement to cash any University payroll check presented at the On-Site Branch); taking deposits; offering safe deposit boxes and a night depository, as space permits; selling securities and other investment products; providing trust services; selling insurance; selling money orders; performing money transfers; issuing, advising, and confirming letters of credit; and providing such other banking products and services from time to time permitted by applicable law and regulation as Bank may elect to provide. These Retail Banking Functions shall be offered through employees of Bank or its wholly owned subsidiaries or affiliates who shall be bound by the same terms and conditions as Bank under this Agreement.

2. **TERM**

2.1 The effective date of this Agreement shall be the date upon which the last party signs the Agreement.

2.2 The term of the License granted under this Agreement shall commence on the first day that the On-Site Branch is open for business at the "Premises" (as defined in Paragraph 3 herein) and shall terminate seven (7) years thereafter (the "Initial Term"), unless earlier terminated or renewed pursuant to the terms of this Agreement.

2.3 Subject to the terms hereof, this Agreement may be renewed for two additional successive terms of one year ("Renewal Terms") at the discretion of both parties. Bank shall give University 180 days written notice prior to the expiration of the initial term, and each Renewal Term, of its intent to extend the term the additional year. University shall respond in writing within 30 days of the date of Bank's notice, with its determination of the exercise of the additional term. If University fails to respond with the allotted time, it shall be deemed that University accepts the extension. The renewal will be on the same terms and conditions as set forth herein.

3. **LOCATIONS**

The License granted under this Agreement shall apply to **Elliot Union** (the "Building"), as shown on the attached plans in "Exhibit C." The area within the Building occupied by the On-Site Branch and the area occupied by the ATM are hereinafter referred to as the "Premises." The Building is part of a collection buildings and land operated by University, hereinafter referred to as the "Campus."

4. **PAYMENT**

4.1 Bank shall pay to the University, Attn: Director of University Union, Union 301, University of Central Missouri, Warrensburg, MO 64093, an amount equal to Nine Thousand Three Hundred Seventy Five and No/100 Dollars (\$9,375.00) annually for the License through June 30, 2008 (the "License Fee"). Beginning on July 1, 2008 and annually thereafter, the License Fee will be increased by the percentage increase of the Consumer Price Index from the previous year's increase. The first lease payment will be due the 1st day of the month immediately following the official opening of the branch bank.

4.2 The License Fee, until adjusted pursuant to Section 4.1, shall be payable in equal monthly installments of Seven Hundred Eighty One and 25/100 Dollars (\$781.25) in advance on the first day of each month (such payment shall be pro-rated on a daily basis for any partial month) during the Initial Term. Bank's obligation to commence rent payments shall begin one month after the official opening of the On-Site Branch.

4.3 During the Term, and any extension thereof, within sixty (60) days after the anniversary of the opening of the On-Site Branch, Bank shall pay to University a royalty fee ("Royalty Fee") based on the cumulative number of new depository accounts opened at the On-

Site Branch, with tabulation of such accounts to commence the first day the On-Site Branch is open for business. The Royalty Fee shall be based on the following schedule:

<u>Depository Accounts</u>	<u>Royalty Fee Without Card Program</u>
0-2,199	\$10,000.00
2,200-3,299	\$15,000.00
3,300-4,399	\$20,000.00
4,400-5,499	\$30,000.00
5,500-6,599	\$40,000.00
6,600-7,699	\$50,000.00
7,700+	\$60,000.00

4.4 University and Bank agree that they shall concurrently enter into the **AGREEMENT FOR UCM Maxx Card AND BANKING SERVICES**, incorporated herein and attached hereto as "Exhibit B," subject to reasonable negotiation. University and Bank further agree that the UCM Maxx Card program shall be launched within one year of the date of this Agreement.

4.5 Upon University and Bank entering into the Agreement for UCM Maxx Card and Banking Services, and after the issuance of the first card pursuant to the program, the Royalty Schedule as set forth in Section 4.3, shall be amended as follows:

<u>Depository Accounts</u>	<u>Royalty Fee With Card Program</u>
0-2,199	\$15,000.00
2,200-3,299	\$22,500.00
3,300-4,399	\$30,000.00
4,400-5,499	\$45,000.00
5,500-6,599	\$60,000.00
6,600-7,699	\$75,000.00
7,700+	\$90,000.00

4.6 Bank shall also, as consideration for Bank's exclusivity on Campus, pay a signing bonus of \$15,000.00 to the University for the On-Site Branch and ATM partnership. Should the parties enter into a contract for the campus card program, the signing bonus will be increased by 50% to \$22,500.00. Each portion of the signing bonus shall be paid within 60 days of signed contracts with the University for the respective programs.

5. USE AND OCCUPANCY

5.1 Bank shall have the right to use and occupy the Premises for the operation of an On-Site Branch providing Retail Banking Functions and ATM services and other purposes allowed by law.

5.2 University shall not use, lease, or permit any area in the Building or Campus used by anyone other than Bank to provide Retail Banking Functions except as provided in this Paragraph 5.2. Bank hereby acknowledges certain community wide functions may take place on Campus, and hereby agree and approve, after consultation with University, to allow other financial institutions to attend and participate. University, to the best of its knowledge, is unaware of any document or instrument of public record that the operation of the On-Site Branch or offering of any services therein by Bank is prohibited.

5.3 Bank and University further agree that Bank shall exclusively provide ATMs on Campus, the terms and conditions of which are governed by separate agreement in the form as attached hereto as Exhibit A. Subject to the provisions set forth above, Bank shall have the exclusive right to operate ATM(s) or Cash Dispensers in the Building and on the Campus.

6. BANK'S EMPLOYEES

6.1 Bank shall comply with and abide by, and cause its employees to comply with and abide by, all reasonable rules and regulations as hereafter may be adopted by University. All persons employed by Bank in or about, or in connection with, the operation of the On-Site Branch shall be Bank's employees for all purposes under this Agreement; provided, however, that it is recognized that security guards and employees of companies which manufacture or service ATM(s), Cash Dispenser(s) or the On-Site Branch, who are not Bank employees, shall be granted access during normal business hours and emergency access on a twenty-four hour basis, to enter the Building for the purpose of servicing, maintaining and otherwise performing services in connection with ATM(s), Cash Dispenser(s) or the On-Site Branch. Bank shall, at its own cost and expense, maintain worker's compensation coverage, unemployment compensation coverage and any other insurance, which may be required by law with respect to Bank's employees.

6.2 Bank's employees while working at the Building shall be entitled to use the restroom and break room facilities provided by University for the convenience of University employees. Bank shall be responsible for all acts and omission of its employees, agents, and contractors within the course of their employment. University shall allow Bank's employees to purchase parking permits through the University and use parking areas that University has designated as employee parking areas.

7. IMPROVEMENTS AND ADDITIONS; SIGNS

7.1 University shall immediately deliver the Premises to Bank in its current broom-clean condition, including all existing electrical outlets.. Bank shall construct the demising wall separating the Premises from the adjacent University office to be used for the campus card photographing unit, and will additionally bring the adjacent area to "white box" condition. University will be responsible for bring phone lines to the Premises and adjacent area. . Bank, at its sole cost and expense, shall furnish all fixtures, equipment and furnishings which it deems necessary or desirable for the On-Site Branch operations and shall pay any and all costs of modifying the Premises for the installation of its fixtures, equipment and furnishings. Bank shall provide all labor and materials associated with construction of the On-Site Branch, except as

otherwise set forth herein, including any and all utility services required to connect the On-Site Branch to the Building building's utilities provided by University. Any contrary provision of this Agreement notwithstanding, Bank shall not make any modification of, or attach any substantial fixtures or equipment to, the Premises without University prior written approval, which shall not be unreasonably withheld, conditioned or delayed.

7.2 University shall not be liable for any labor, services or materials furnished or to be furnished to Bank or to anyone holding the On-Site Branch, or any part thereof, through or under Bank and no mechanic's or materialmen's lien shall attach to, or affect University interest in, the Building or any part thereof. In the event a mechanics' or materialmen's lien is filed against the Building related to or arising out of any work performed or ordered to be performed by Bank, Bank's agents, employees, or contractors, or materials supplied to them, Bank shall, within thirty (30) days of such default, (1) pay any and all amounts due such lien holder and obtain a recordable release of such lien, (2) release such lien from the record, or (3) obtain a bond from a bonding company acceptable to University guaranteeing payment of the lien and removal of the lien from record. Bank shall indemnify, defend and hold harmless University for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising from the failure of Bank to perform its obligations as set forth in this Section 7.2 and further, for any claims, losses, expenses (including reasonable attorneys' fees) or damages arising out of or resulting from Bank's construction of the On-Site Branch, including, without limitation, any liability due to structural damage to the Building and any liability for personal injuries caused in whole or in part by the acts or omissions of Bank, its contractors or subcontractors, or anyone directly or indirectly employed by Bank.

7.3 University shall permit Bank to place an interior sign package identifying its operations in the vicinity of the On-Site Branch, such sign package being of such dimensions and at such location as University shall determine are reasonable. Exterior and directional signs of such design and dimensions as University and Bank may mutually agree upon shall be allowed to be maintained on the Building and throughout the Campus for both the On-Site Branch and ATM(s) or Cash Dispenser(s). Further, Bank shall be entitled to be identified on any directory, directory maps or other publications providing a layout of the Building and/or Campus for University's employees or invitees. University, without cost or expense to University, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank's sole expense and Bank shall expend the necessary time to obtain said approvals. Nothing contained herein shall be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.

7.4 Bank shall, at its sole cost and expense, comply with all laws, orders, rules and regulations of federal, state, county and municipal authorities in its use and occupancy of the Premises (including, without limitation, the Americans with Disabilities Act) which relate to Bank's operation of the On-Site Branch. If any addition, alteration, change, repair or other work of any nature, structural or otherwise, shall be required or ordered or become necessary at any time during the term of this Agreement in or at the Building because of any governmental law, order, rule or regulation now or hereafter in effect which is caused from or arises out of Bank's

operation of the On-Site Branch and is not a general compliance measure required for the Building, the entire expense thereof, irrespective of when the same shall be incurred or become due, shall be solely the liability of Bank, and University shall not be called upon to contribute thereto. Bank shall construct and maintain, at its sole cost and expense, the On-Site Branch and related improvements in compliance with all applicable governmental laws, orders, rules and regulations now or hereafter in effect.

8. MAINTENANCE AND REPAIR

8.1 Bank shall, at its sole cost and expense, maintain the Premises as follows:

8.1.1 Bank shall keep and maintain the On-Site Branch in good order and repair, including all equipment installed therein and all electrical or other transmission lines used by Bank for computer data processing and transmission;

8.1.2 Bank shall provide all necessary janitorial services for the On-Site Branch.

8.1.3 Bank shall keep and maintain all interior and exterior signs advertising the On-Site Branch in good working order and condition.

8.2 University shall, at its sole cost and expense, provide the following maintenance and services:

8.2.1 University shall keep and maintain the Building in good order and repair, including, without limitation, plumbing and electrical equipment (with the exception of computer data processing and transmission lines used by Bank), heating, air conditioning, doors, windows and all other structural portions of the Building (with the exception of those structural portions installed or revised by Bank). Bank shall be required to receive the prior approval of University before making any changes to the existing duct system.

8.2.2 University shall maintain the Building free and clear of any fixtures, barriers, signs or other obstructions that would unreasonably inhibit the ingress to and egress from the Premises.

9. UTILITIES

University shall furnish at its sole cost and expense, all lighting, electricity, air conditioning and heating to the On-Site Branch only to the extent and in the capacity that such utilities are furnished to and used in the operation of the Building.

10. ADVERTISING, PROMOTION AND PUBLIC RELATION ACTIVITIES BY UNIVERSITY AND BANK

10.1 Both University and Bank recognize that it is in their best interests to promote jointly the business of each other at the Building. University shall promote the good will and business of Bank at the Building, and Bank shall promote the good will and business of University at the Building. In order to further this mutually beneficial relationship, Bank shall have the opportunity to have a quarterly business review with Deb Hobson, Bill Ward, or John Merrigan, or their comparable successors, of University in an effort to assess performance to date and further opportunities to serve.

10.2 Both University and Bank may, at their sole cost and expense, advertise the existence and location of the On-Site Branch established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting the On-Site Branch pursuant to this Section 10. Nothing herein shall give to the University and Bank any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. However, the prior written approval of each party shall be obtained with regard to any advertisement that is to be transmitted by or appear in any electronic or print medium that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties.

10.3 Bank shall, at times and in a manner approved Deb Hobson, Bill Ward, or John Merrigan, or their comparable successors, of University shall have the right to place its personnel in or near the Premises and/or in the common areas of the Building, from time to time, to educate and distribute information regarding Bank's services in the Premises, so long as such personnel act professionally and do not unreasonably interfere with or disrupt University's operations.

10.4 Bank shall have the exclusive right to present financial materials and information at informational "tabling" events or fairs on the Campus and student orientations, including international and MBA/graduate student orientations.

10.5 University shall provide, at the University's sole discretion, all information as reasonably requested by Bank to further the promotion of the On-Site Branch and ATMs. Bank shall use the information provided in this Section 10 solely for the purpose of promoting the On-Site Branch, ATMs, Card Program, and Bank's products and services.

10.6 At University's discretion, University shall provide Bank with the opportunity to include promotional mailing materials related to the services provided under this Agreement in any informational mailings sent to current or incoming students (including graduate students), alumni, faculty or staff. Bank shall provide the materials to be included in the mailings prior to the deadline for the mailing, as directed by University.

10.7 Bank agrees that it shall not promote Bank credit card programs on Campus.

10.8 Nothing in this Agreement shall be construed to obligate Bank to use or patronize the University print shop or purchase any of its supplies or services from University-operated or preferred vendors.

10.9 Bank shall be allowed to purchase, at its option and at Bank's expense, to twelve (12) one-half (½) page advertisements promoting the Bank at University in the student newspaper of University during each year of the Initial Term and any Renewal Terms. Bank shall follow all guidelines for advertisements set by University.

11. INSURANCE

11.1 Bank shall carry its own personal property insurance. Bank shall also keep in force during the term of this Agreement commercial general liability insurance with respect to its operations, naming University as an additional insured under such policy. The liability limits of such policy shall not be less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damage. Bank shall, at its sole cost and expense, comply with all regulations or orders of its insurance University or companies relating to its operations in the Building. Notwithstanding anything to the contrary contained herein, Bank shall have the right to self insure in whole or in part any insurance coverage required to be procured or maintained under this agreement.

11.2 Bank further agrees to hold University harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney's fees) resulting from the activities or business of Bank, any Bank employees or any contractor of Bank. In the event any legal proceeding is brought against University due to any activities or business of Bank, Bank agrees to defend University interests at no cost to University. University agrees to hold Bank harmless from any and all claims for injury, death, damages, costs or expenses (including reasonable attorney's fees) resulting from the activities or operations of University, any University employees or any contractor of University. In the event any legal proceeding is brought against Bank due to any activities or operations of University, University agrees to defend the interests of Bank at no cost to Bank.

12. WAIVER OF SUBROGATION

12.1 University and Bank wish to eliminate the right of either of them to assign, by way of subrogation, to any insurance company carrying fire and extended coverage policies on their respective properties, any cause of action which any of them may have against the other because of negligence, and the resulting loss to property which is insured. Therefore, it is agreed that:

12.1.1 University and Bank expressly waive every claim which arises or may arise in its favor and against the other during the term of this Agreement of any and all loss of or damage to any of its property located within or upon the Building or Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable under said insurance policies.

12.1.2 University and Bank agree to give to each insurance company which has issued to it policies of fire and extended coverage insurance written notice of the terms of this mutual waiver and to have said insurance policies properly endorsed (if necessary) to prevent the invalidation of said insurance coverages by reason of this waiver and (if requested) to give to the other party a certificate from its insurance company to that effect.

13. TAXES

Bank shall pay all taxes assessed by any taxing authority because of its banking operations, and shall pay all personal property taxes assessed on its fixtures, equipment and machinery located in the Building. Bank shall also pay any license or other fee incident to the conduct of its business whether billed directly to Bank or to University. University agrees to forward to Bank all tax bills, license fee notices, and the like that are payable by Bank but received by University, promptly upon their receipt. In the event that any unapportioned tax assessed against University includes property of Bank, other than real estate taxes, Bank shall pay such portion of the tax as the value of such Bank property that was included in University assessment at the time of the assessment bears to the total value of the property assessed in the Building.

14. DEFAULT; TERMINATION

14.1 If Bank (a) fails to make the payments required under Section 4 above or any other charge provided for hereunder when the same is due, and the same is not paid within thirty (30) days after written notice to Bank; (b) breaches any other warranty or covenant of this Agreement and either (i) fails to remedy same within thirty (30) days after written notice of such breach, or (ii) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then University, in addition to all other remedies available at law or in equity, may declare this Agreement terminated and Bank shall thereupon promptly vacate the Premises within one hundred eighty (180) days.

14.2 If University breaches any warranty or covenant of this Agreement and either (a) fails to remedy same within thirty (30) days after written notice of such breach, or (b) if the breach is one that is not capable of being cured within thirty (30) days, fails to commence such remedy within thirty (30) days after written notice of such breach and to thereafter diligently pursue such remedy to completion, then Bank, in addition to all other remedies available at law or in equity, may declare this Agreement terminated and Bank shall thereupon promptly vacate the Premises within one hundred eighty (180) days. Notwithstanding anything to the contrary contained herein, if a default by University is material in nature (i.e. substantially interferes with Bank's operations at the Premises), Bank shall be entitled to cure such default after three (3) days notice to University, and to set off any reasonable costs thereof against the License Fee.

14.3 Anything in this Agreement to the contrary notwithstanding, in the event Bank shall become insolvent, bankrupt or make an assignment for the benefit of creditors, or if it or its interest hereunder shall be levied upon or sold under execution or other legal process, or in the

event Bank is closed or taken over by the authority of the United States, or other government supervisory authority, University may terminate this Agreement only with the concurrence of such governmental authority or other supervisory authority, and any such authority shall in any event have the election either to continue or terminate this Agreement; provided, however, that in the event this Agreement is terminated in whole or in part by such governmental or supervisory authority in such circumstances, the maximum claim of University for damages or indemnity for injury resulting from the rejection or abandonment of the remaining term of this Agreement shall in no event be in an amount exceeding the License Fee, without acceleration, for the year next succeeding the date of the surrender of the Premises to University, or the date of re-entry into the Premises by University, whichever occurs first, whether before or after the closing of the ON-SITE BRANCH in the Premises, plus an amount equal to the unpaid License Fee accrued, without acceleration, up to such date.

14.4 In the event that University's use or operation of the Campus materially changes, Bank may terminate this Agreement upon at least one hundred eighty (180) days prior written notice.

14.5 In the event that Bank has a change of ownership through merger or acquisition, University may terminate this Agreement upon at least one hundred twenty (120) days prior written notice.

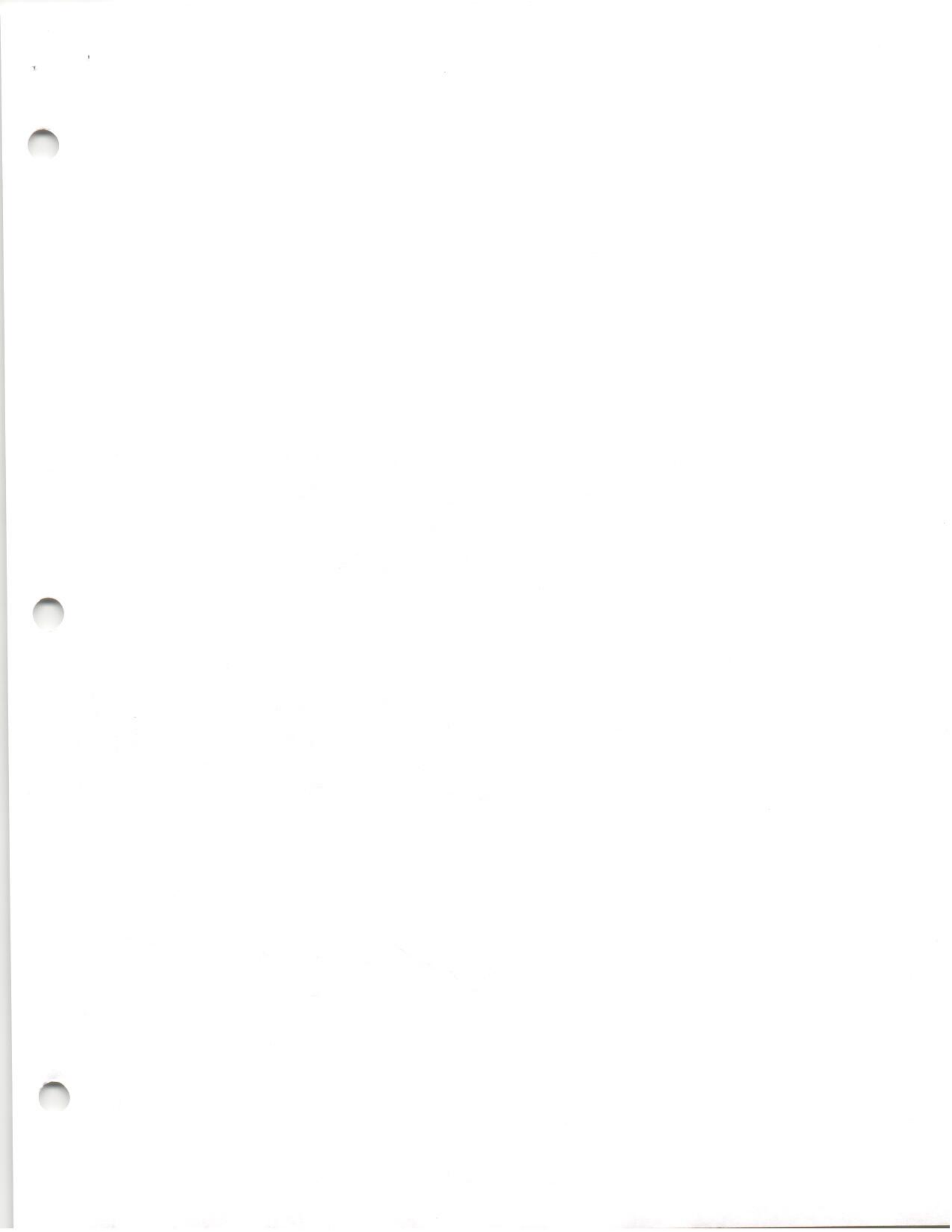
15. INTENTIONALLY DELETED

16. POSSESSION UPON TERMINATION

Immediately upon the expiration or earlier termination of this Agreement, Bank will deliver possession of the location occupied by the On-Site Branch in the Building to University broom clean and in as good a condition as when Bank received the same on the date of this License Agreement, except for any ordinary wear and tear from reasonable use or damage by fire or other casualty not caused by the negligence, willful or intentional misconduct of Bank, its employees, agents, or contractors. Any equipment, fixtures or improvements in the premises at the time the bank delivers possession shall become the property of University.

17. CASUALTY

If the Building is destroyed or damaged by fire or other casualty and University elects not to rebuild all or any portion of the Building or to terminate the Lease pursuant to its rights thereunder, then this Agreement will terminate upon University written notice to Bank of its election and such termination will be effective as of the date of the fire or casualty. If University elects to repair the Building, the License Fees and other charges payable hereunder will abate proportionately during repair and restoration to the extent that Bank is unable to occupy and use the Premises. In the event that the Premises or On-Site Branch is damaged to the extent that University and Bank agree that the On-Site Branch cannot be occupied for 180 days or more following the date of such damage or destruction, Bank will have the right and option to terminate this Agreement by giving written notice to University within thirty (30) days following the date of the damage or destruction. If this Agreement is not terminated, Bank shall be



responsible for restoring, at its expense, all fixtures, equipment, furniture and any structural modifications made by Bank to the Premises and Building for the installation of the On-Site Branch. Notwithstanding the foregoing, in the event such fire or other casualty is caused in whole or in part by Bank, its employees or contractors, Bank shall not have the option to terminate this Agreement.

18. CONDEMNATION

If the entire Building is taken or condemned (or sold in lieu of a taking) by a condemning authority, this Agreement may be terminated at the option of the Bank. If a portion of the Building not including the Premises is taken or condemned or sold in lieu of a taking, then University shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to Bank. If a portion of the Building including any portion of the Premises is taken, condemned, or sold in lieu of condemnation, then Bank shall be entitled to terminate this Agreement, without the payment of any premium or penalty, by providing written notice of termination to University. All awards made by reason of condemnation shall be made to University and Bank shall assign to University all its rights, title and interest in and to any such award. University shall, however, pay Bank any portion of an award which is allocated to improvements to the Building made by Bank. Also, if any award includes an amount of compensation for moving fixtures, Bank will be entitled to a portion of such amount, not to exceed Bank's actual cost of removing its fixtures, based upon the cost incurred by Bank compared to the total cost incurred by Bank and University for removal of fixtures.

19. SUBORDINATION

This Agreement is and shall be subject to any lease and any mortgage now upon the Building or hereinafter entered into with respect to the Building to the same extent as University. Bank shall, upon the request of University, execute any and all instruments necessary to evidence such subordination of this Agreement to the Lease or any such mortgage.

20. RIGHT OF ENTRY OR INSPECTION

University and its respective duly authorized representatives will have the right to enter any On-Site Branch at all reasonable times upon reasonable prior notice and, subject to Bank's reasonable security concerns, for the purposes of:

20.1 Inspecting the conditions of same, and making such repairs, alterations, additions, or improvements thereto as may be reasonably required if Bank fails to do so as required hereunder (but none of such entities, except University for its obligations under this Agreement, will have any duty whatsoever to make any such inspections, repairs, alterations, additions, or improvements); and

20.2 Exhibiting the same to persons who may wish to purchase, mortgage, or lease the Building.

21. ASSIGNMENT, SUBLICENSING; TRANSFER; OR CHANGE IN CONTROL; AND SALE OF BUILDING

21.1 This Agreement and the rights granted hereunder cannot be assigned or transferred or sublicensed in whole or in part by Bank without the prior written consent of University, which consent shall not be unreasonably withheld, conditioned or delayed. In the event Bank requires the assignment or transfer of this Agreement due to any changes in its operating entity caused by merger, sale, acquisition, consolidation or operation of law, University hereby expressly consents thereto. Bank shall be obligated to deliver written notice of such assignment or transfer within thirty (30) days thereof.

21.2 In the event that University assigns, transfers, leases, or subleases in whole or in part its interest in the Building and in connection therewith assigns this Agreement, University shall be released from its obligations under this Agreement occurring after the effective date of such assignment. University shall deliver written notice of such assignment or transfer within thirty (30) days thereof.

22. REMODELING OF A BUILDING

22.1 Bank recognizes that University may, from time to time, wish to remodel or enlarge the Building to accommodate its operations. In the event a remodeling or enlargement affects the location or operations of the On-Site Branch, University agrees to provide written notice to Bank one hundred eighty (180) days in advance of the commencement of any remodeling activities within the Building and discuss its plans for remodeling the Building with Bank. If the On-Site Branch must be moved to another location within the Building, University shall not designate a location of substantially less floor area or materially poorer visibility than the current premises, University will pay all costs for the relocation of the fixtures of Bank, including electrical lines, telephone lines, air conditioning vents, equipment and improvements. Notwithstanding anything to the contrary Bank shall have the option to terminate this agreement upon one hundred eighty (180) days written notice to University if any relocation of the On-Site Branch is going to take place.

23. SECURITY

It shall be Bank's obligation to provide security for the On-Site Branch. Bank acknowledges that University is not an insurer of any On-Site Branch, and that University does not undertake to provide any security for any On-Site Branch, and Bank hereby releases University from any claims, loss or damage that it might sustain by virtue of a robbery or anticipated robbery or theft or anticipated theft. Bank further agrees to indemnify, defend, and hold University harmless for any claim, loss, action, or charge of expense (including reasonable attorneys' fees) by reason of a robbery or theft of an On-Site Branch or an attempted robbery or theft at any On-Site Branch.

24. ENTIRE AGREEMENT

The parties hereto agree that this Agreement sets forth all the promises, agreements and understandings between them with respect to Bank's rights and licenses expressed herein.

Except as provided herein, there are no promises, agreements or understandings, whether oral or written, between them regarding such matters other than as set forth herein. It is further agreed that any amendment or modification to this Agreement shall not be binding unless such amendment or modification is reduced to writing and signed by both parties.

25. CAPTIONS

The captions of the several sections for this Agreement are not part of the context hereof and shall be ignored in construing this Agreement. They are intended only as aids in locating various provisions hereof.

26. SEVERABILITY

Each provisions contained in this Agreement shall be independent and severable from all other provisions contained herein and the invalidity of any such provision shall in no way affect the enforceability of the other provisions.

27. GOVERNING LAW

This Agreement is deemed to have been executed in the State of Missouri and it is agreed that any controversy or claim arising or relating in any way to this Agreement shall be governed and controlled by the internal law, and not the law of conflicts, of the State of Missouri.

28. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of University and Bank and their respective legal representatives, successors and assigns.

29. NOTICES

All notices and communications hereunder, shall be in writing and signed by a duly authorized representative of the party making the same. All notices shall be deemed effective when emailed, delivered personally or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, or with reputable overnight delivery service (i.e., Federal Express, UPS or Airborne Express), addressed as follows:

(a) If to University, then to: John Merrigan Controller/Treasurer
University of Central Missouri
316K Administration Building
Warrensburg, MO 64093

(b) If to Bank, then to: U.S. Bank National Association
9633 Lyndale Avenue South
Bloomington, MN 55420
Attn: Daniel Hoke

With a Copy to:
U.S. Bank National Association
4480 Emerald Ave.
Cincinnati, OH 45242
Attn: Marsha Lane

The names and addresses for the purposes of this section may be changed by giving written notice of such change in the manner provided herein. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder. Failure to send a courtesy copy of a notice shall not affect a notice if otherwise properly given.

30. CONFIDENTIALITY

Bank and University each acknowledge that each party may come into possession of some confidential information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act (FERPA) of 1974, when applicable.

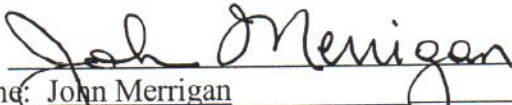
31. COUNTERPARTS.

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[the remainder of page is intentionally left blank]

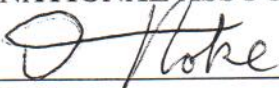
IN WITNESS WHEREOF, the parties hereto have this Agreement to be duly executed and delivered on or as of the date first set forth at the beginning of this Agreement.

UNIVERSITY

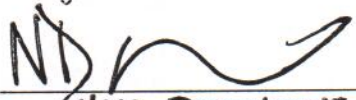
By: 
Name: John Merrigan
Title: University Controller / Treasurer

Date: 6/15/07

U.S. BANK NATIONAL ASSOCIATION

By: 
Daniel H. Hoke
Senior Vice President, U.S. Bank

Date: June 20, 2007

By: 
Title: VICE PRESIDENT

Date: JUNE 15, 2007

EXHIBIT A

ATM AGREEMENT

ATM AGREEMENT

This ATM Agreement (this "Agreement") is entered into effective the 15th day of June, 2007 between **U.S. Bank National Association**, a national banking association ("Bank"), and University of Central Missouri, a University ("Merchant").

WHEREAS, Merchant and Bank desire that Bank will install and operate automated teller machine(s) ("ATMs") at Merchant's premises, as provided below;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Merchant and Bank agree as follows:

1. Premises. Subject to the provisions of this Agreement, Bank will install and operate a(n) ATM(s) at the location(s) of Merchant listed below. The locations set forth below are referred to individually and collectively as the "Premises" herein.

Location Name	Address	City	State	Zip
Multipurpose Building				

Ellis Hall

Elliot Union

2. Term.

- A. The term of this Agreement shall commence on the effective date set forth above. Unless sooner terminated as provided in this Agreement, this Agreement shall remain in effect for an initial term of seven (7) years (the "Initial Term"), and shall thereafter automatically renew for additional consecutive one (1) year renewal terms unless either party gives the other party written notice of termination at least sixty (60) days prior to the end of the then current term (individually a "Renewal Term" and collectively, the "Renewal Terms"). The Initial Term and Renewal Terms may hereinafter be referred to as the "Term."
- B. If the total number of completed transactions, including, but not limited to cash withdrawals, funds transfers, and balance inquiries, but specifically not including any declined transactions (collectively, the "Transactions") at the Premises during a calendar month (the "Monthly Transaction Volume") for any ATM is less than One Thousand (1,000) for nine (9) consecutive months at any time during the term hereof, Bank may, at its option, terminate this Agreement and remove such ATM upon thirty (30) days' prior written notice to Merchant. Bank agrees to give Merchant notice if the Monthly Transaction Volume is less than 1,000 for six consecutive months and agrees to enter into good faith negotiations with Merchant to produce a plan to increase usage prior to removing the ATM. Notwithstanding anything to the contrary, this Agreement shall only terminate

with respect to the removed ATM(s) and shall continue in full force and effect with respect to any other ATM(s) operated by Bank at the Premises.

3. Consideration. The total consideration for this Agreement is the mutual covenants of the parties contained herein.
4. Bank's Rights and Obligations.
 - A. Bank may impose a fee to the cardholder by Bank for a cash withdrawal or cash advance initiated at the ATM (a "Surcharge") with respect to some or all Transactions at the ATMs. All decisions with respect to the imposition of Surcharges, including without limitation the amount thereof and the types of cards and Transactions affected, shall be made by Bank in its sole discretion. Notwithstanding anything contained herein to the contrary, Bank agrees not to impose a surcharge on Bank customers.
 - B. If the applicable laws, regulations, or other conditions prohibit or limit the Bank's right to Surcharge or collect fees from network users, Bank may, upon ninety (90) days' advance written notice to Merchant, terminate this Agreement.
 - C. In addition to its other rights and obligations under this Agreement, Bank shall, at its sole expense:
 1. Use the Premises for the purposes of installing, maintaining, and operating the ATM.
 2. Maintain the ATM in good working order.
 3. Provide the data line and modem for the ATM and pay all related on-going communication costs.
 4. Pay applicable personal property taxes levied on the ATM.
 5. Comply with applicable laws pertaining to the ATM.
 6. Bank may, at its option, bolt the ATM to the floor. Upon removal, bolts will be sawed off flush to the floor.
5. Merchant's Rights and Obligations. In addition to its other rights and obligations under this Agreement, Merchant shall, at its expense:
 - A. Provide adequate and safe space on the Premises for the ATM, in locations acceptable to Bank.
 - B. Modify the Premises as necessary to permit installation of the ATM, including informing the Bank, or its agents, of the presence of any electrical lines or conduit, or plumbing lines in the vicinity of the location where the ATM will be installed.
 - C. Pay the installation and operation costs for a dedicated electrical power line and telephone conduit to be used by each ATM.

- D. Pay all real property taxes levied or assessed against the Premises.
 - E. Maintain the area immediately around each ATM in a safe, clean, neat, and orderly condition, and maintain access to each ATM for customers and for Bank's authorized employees, agents, and contractors.
 - F. Promptly notify Bank of any defects, vandalism, or malfunctions affecting the ATMs or any related equipment or ATM signage.
 - G. Comply with applicable laws pertaining to the Premises.
6. Relocation of ATMs. Should either party, after an ATM has been installed, desire that it be relocated to a new location within the Premises, such party may send the other party a written notice proposing the new location at least thirty (30) days prior to the proposed relocation. If the parties agree in writing to the relocation, all expenses relating to such relocation shall be the responsibility of the party requesting the relocation. Only Bank's authorized employees, agents, or contractors may disconnect or move an ATM.
7. Exclusivity; Right of First Refusal. Bank shall be the exclusive ATM service provider on the Premises. Merchant shall not establish or allow any third party to establish an ATM on the Premises.
8. Confidentiality. Subject to the "Sunshine Laws" for the State of Missouri, for purposes of this Agreement, "Confidential Information" means any agreement, letter of intent, business terms or other similar or related business information, which pertains to Merchant's fees, costs or pricing for any or all automated teller machines ("ATMs"). Merchant hereby agrees that unless Bank consents in writing, it will not release Confidential Information to any third party and will not use the Confidential Information for any purpose other than the purposes contemplated by this Agreement.
9. ATM Access and Security. Merchant acknowledges that the ATMs and the currency contained in the ATMs are the property of Bank, and Merchant has no right, title or interest whatsoever in any ATM or its currency. Further, Merchant acknowledges that Bank has a strong proprietary interest in the safety and security of the ATMs and currency. Merchant agrees to allow Bank access to the ATMs and currency immediately upon Bank's request. Bank may take all reasonable steps to secure the ATMs or currency, including but not limited to removal of the ATMs or currency without penalty, if Merchant voluntarily or involuntarily becomes subject to or is expected to become subject to a bankruptcy court, receiver, or some other form of financial overseer, or if Bank reasonably believes that a serious risk to the safety or security of the ATMs or currency is imminent. Merchant acknowledges that any interference, interruption or prevention of Bank's access to the ATMs and currency or Bank's other rights under this section will result in irreparable harm to Bank, and agrees that Bank shall be entitled to immediate injunctive relief in order to enforce its rights under this section. At all times, the ATMs shall remain personal property of Bank regardless of the manner in which they may be

affixed to the Premises. The terms of this section shall survive any termination this Agreement.

10. Signage. Bank, at its expense, may post signage at the ATMs. All decisions with respect to ATM signage mandated by law, regulation, and applicable network or credit card associations shall be made at the sole discretion of Bank. The parties shall make all other decisions with respect to signage, including any exterior building signage, mutually. Merchant, at its expense and subject to Bank's prior written approval, may display additional ATM signage.
11. Indemnification and Insurance.
 - A. Each party shall indemnify, defend, and hold harmless the other party and its employees, officers, directors, corporate parents and affiliates, against any and all direct claims, liabilities, losses, damages, costs, or expenses (including, without limitation, fees and expenses of attorneys and court costs) of any third persons or entities arising due to the gross negligence or willful misconduct of the indemnifying party in performance of this Agreement, or the indemnifying party's willful and material breach of this Agreement. This obligation shall include, without limitation, any and all claims for contractual, tortious, or statutory damages of any nature whatsoever and any and all injunctive or other equitable relief, as well as reasonable attorneys' fees and court costs.
 - B. Each party shall, at its expense, procure and keep in force at all times while this Agreement is in effect, a policy or policies of comprehensive general liability insurance including products and contractual liability insurance, in an amount not less than one million dollars (\$1,000,000) combined single limit with an insurance company qualified to do business in the state(s) in which the ATMs are located. Either shall be entitled to self-insure, in whole or in part, the insurance obligations imposed by this Agreement.
 - C. Any damage or repair to any ATM and related equipment of Bank will be the responsibility of Bank unless caused by the negligence or willful misconduct of Merchant, its officers, employees or agents, in which case the cost of such damage or repair shall be Merchant's responsibility.
12. Eminent Domain. If any individual Premise is taken by eminent domain, this Agreement, at Bank's option, shall terminate with respect to the ATM(s) at such location as of the date of the taking and payments due hereunder shall be paid up to the date of taking. All damages, awards, and payments for the taking will belong to Merchant, except that Bank shall be entitled to any amounts specifically awarded for the ATM, its currency, or the removal or relocation of such ATM.
13. Default. An "Event of Default" occurs if either party fails to make a payment due under this Agreement to the other party within ten (10) days after written notice of such failure to pay, or if either party fails to perform any other material obligation under this

Agreement within thirty (30) days after written notice of such failure to perform. Upon an Event of Default, the non-defaulting party shall have all rights and remedies available at law, including the right to specific performance. Further, upon an Event of Default by Merchant, Bank shall be entitled to terminate this Agreement and remove the ATM upon thirty (30) days prior written notice to Merchant.

14. Notice. Whenever in this Agreement provision is made for notice of any kind, it shall be sent by prepaid certified or registered mail, return receipt requested, addressed as indicated below or to such other address of which a party has given notice to the other party:

	To Bank	To Merchant
Original:	ATM Administration 2751 Shepard Road St. Paul, MN 55116	Controller / Treasurer 316 K Administration Bldg University of Central Missouri Warrensburg, MO 64093
Copy To:	U.S. Bank Corporate Counsel 800 Nicollet Mall, 21 st Floor BC-MN-H21N Minneapolis, MN 55402	

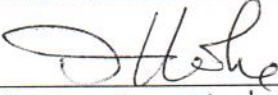
15. Not a Partnership. This Agreement is not intended to create, nor shall it in any way be interpreted to create a joint venture, a partnership, or any other similar relationship between the parties.
16. Governing Law. This Agreement will be construed under and governed by the laws of the State of Missouri (without regard to Missouri law respecting conflicts of law) and any applicable federal law. The parties mutually consent and submit to the jurisdiction of the state and federal courts in Missouri for all actions pertaining to or in connection with this Agreement. The parties agree that all actions pertaining to or in connection with this Agreement shall be brought only in the federal or state courts in Missouri. The prevailing party in any action relating to this Agreement shall be entitled to recover its reasonable associated costs and expenses, including attorneys' fees.
17. Assignment. Neither party may assign this Agreement to any third person without the prior written consent of the other party, except that Bank may, without the consent of Merchant, assign or delegate this Agreement or any portion hereof to any entity or person controlling, controlled by, or under common control with Bank, or to any entity arising out of the merger, consolidation, sale or acquisition of Bank.
18. Force Majeure. The parties shall be excused from the performance of any obligation imposed by this Agreement for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, an act of God, war, civil disturbance, terrorism, court order, or other cause beyond its reasonable control including, without limitation, failure or fluctuations in electrical power, heat, light, air-conditioning, computer equipment,

telecommunications equipment, or ATM components, and such nonperformance will not be a default hereunder or a ground for termination hereof.

19. Contractors. Bank may use contractors and subcontractors to perform some or all of the services Bank is obligated to provide under this Agreement.
20. Waiver. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, and waiver of a right or remedy in one instance will not preclude enforcement of that same right or remedy in the future.
21. Provisions Severable. If any provision of this Agreement is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.
22. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
23. Entire Agreement. This Agreement sets forth the parties' entire agreement with respect to the matters governed hereby and supersedes any prior agreements, oral or written, between the parties regarding the subject matter hereof. This Agreement may be amended only by a writing signed by both parties. The captions of each paragraph are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.
24. Quiet Enjoyment. Subject to the performance of all of the covenants, conditions, and provisions on Bank's part to be observed and performed under this Agreement, Merchant shall not disturb Bank's quiet possession and quiet enjoyment of the Premises during the Term. The Bank is cognizant that a bowling alley and recreation center are located close to the branch bank and thus are exempted from this Quiet Enjoyment clause.

In witness whereof, the parties hereto have executed and delivered this Agreement through their respective duly authorized representatives.

U.S. Bank National Association

By: 
Daniel Hoke
Title: Division Manager / S.V.P

June 20, 2007

University of Central Missouri


By: 
Title: Controller / Treasurer
6/15/07

EXHIBIT B

AGREEMENT FOR UCM Maxx Card AND BANKING SERVICES

AGREEMENT FOR UCM Maxx Card AND BANKING SERVICES

This UCM Maxx Card and Banking Services Agreement (the "Agreement") is entered into on June 15, 2007 by and between the **UNIVERSITY OF CENTRAL MISSOURI**, an institution of higher education and agency of the state of Missouri, located in Warrensburg, Missouri ("University" or "UCM") and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association with a location in St. Louis, Missouri ("Bank").

This Agreement supplements the On-Site Branch Bank License Agreement executed between University and Bank on June 15, 2007. Except as specifically modified in this Agreement, the terms of the On-Site Branch Bank License Agreement remain in full force and effect as applicable to the terms and obligations of this Agreement.

RECITALS

WHEREAS, University issued a Request for Proposal (the "RFP"), a copy of which is attached hereto as Attachment A and incorporated herein by reference, soliciting proposals from banking institutions to provide certain non-exclusive banking services to University and its students, faculty and staff at all University campuses; and

WHEREAS, as part of the RFP, University expressed its desire to add certain banking services as further described herein as a part of the function of the UCM Maxx Card (the "UCM Maxx Card"), a multifunctional identification and service card which University issues to its students, staff and faculty ("Users"); and

WHEREAS, Bank submitted a response to the RFP, attached hereto as Attachment B and incorporated herein by reference, and was selected by University as the successful vendor; and

WHEREAS, University and Bank have entered into an On-Site Branch Bank License Agreement and wish to make available the expanded banking services as described herein to all Users in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties and agreements contained in this Agreement, and intending to be legally bound by the terms of this Agreement, University and Bank agree as follows:

1. Banking Services. Bank will, during the Term of this Agreement, provide such non-exclusive "Banking Services" as described herein which may be accessed by Users through the UCM Maxx Card. Banking Services shall mean certain financial products linked to the UCM Maxx Card, including checking accounts and automated teller machine ("ATM") services, as further described in Attachment C attached hereto and incorporated herein by reference ("Banking Services").

In consideration of offering Banking Services, Bank shall be the only financial services provider permitted during the term of this Agreement to place an on-site bank branch on any premises owned or controlled by University. The parties further reserve the option to negotiate placement of a campus Bank branch on University main and regional campuses as the need demands. The actual placement and operation of the branch(s) shall be agreed upon by the parties and governed by and subject to a separate Lease Agreement(s) between Bank and University.

1.1 Transactions. Bank will provide a checking account at Bank to qualified Users who request such an account, which may be accessed through the UCM Maxx Card, and will initially permit PIN-based point of sale ("POS") debit and automated teller machine ("ATM") transactions through the UCM Maxx Card. Bank agrees to implement a Visa check card instant issuance program for University as described in the attached RFP document, and subject to the terms and conditions described in Attachment E of this Agreement, on a mutually agreed upon timeline. The Visa check card instant issuance program will permit automated teller machine ("ATM") transactions and PIN-based and non-PIN-based point of sale ("POS") debit transactions through the UCM Maxx Card.

1.2 Other Financial Services Available. Bank may offer its Student Checking Account and Employee Workplace Banking Account for use with the UCM Maxx Card. Qualified Users who desire to open an account with Bank may select any of the accounts and services offered by the Bank.

1.3 Account Features. Bank will offer Banking Services associated with its Student Checking and Employee Workplace Banking account products, as described in Attachment C, and as such products may be amended by Bank from time to time with notice to Users. Additionally, all Bank-branded ATM's on the University's campuses will be free of transaction charges to UCM Maxx Card holders or bank checking account holders when accessing their account with the Bank ATM/Debit Card or linked UCM Maxx Card throughout the Term of this agreement and any renewal periods. Additional enhancements to the Banking Services will be subject to further agreement of both parties.

1.4 Eligibility. Eligibility for UCM Maxx Cards will be at the sole discretion of the University, but a User's eligibility for Banking Services shall be at the sole discretion of the Bank.

2. Automated Teller Machines. As part of this Agreement, University grants Bank the right to place three (3) ATMs on University's Warrensburg campus. Bank shall compensate University for these ATMs according to the royalty schedule in Attachment D. The actual number, operation, and placement of ATMs on the Warrensburg campus, shall be agreed upon by the parties and governed by and subject to a separate ATM License Agreement between Bank and University.

3. Technical Specifications. University and Bank agree to the following terms related to the technical specifications and functionality required of the UCM Maxx Cards.

3.1 UCM Maxx Card Issuance and Maintenance. University will be responsible for UCM Maxx Card issuance and maintenance. University may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but shall do so subject to such technical specifications as agreed upon by the parties.

3.2 Other Functionality. It is acknowledged and understood that the UCM Maxx Card will include the ability to perform other electronic functions in addition to the Banking Services. University and Bank shall each be responsible for ensuring that its functions on the UCM Maxx Card will not interfere with the functions of the other party, and the specifications defined in this Agreement, which shall be jointly verified by Bank and University through testing of the UCM Maxx Card to ensure the UCM Maxx Card functions properly.

4. Lost, Stolen, and Canceled Cards. University shall use reasonable efforts to advise Users who report a lost or stolen UCM Maxx Card to the UCM Maxx Card office to also notify the Bank

directly, but is in no way responsible for a User's failure to notify Bank. Notice to the Bank should be made by the User calling 1-800-USBANKS, or by such other notification procedure as may be set forth by Bank from time to time with notice to Users. Bank is not involved in any stored value function which may be attached to the UCM Maxx Cards, and Bank is not responsible to the University or any User for any losses associated with the stored-value function of the UCM Maxx Card, unless due to the act or negligence of Bank, its employees or agents.

5. Royalty Schedule.

5.1 Royalty Schedule. As consideration to University for Bank's rights and benefits under this Agreement, Bank shall pay to University those royalty amounts as described in Attachment D attached hereto and incorporated herein by reference ("Royalty Schedule").

5.2. Release of Information. For purposes of calculating royalty payments, Bank shall not be required to provide any financial records or information relating to individual Bank customers to the University, nor shall University be required to provide any student, staff or faculty information records to the Bank.

6. Term; Renewal. This Agreement will be in effect for an initial term of seven (7) years, commencing on the date of the last signature to this Agreement (the "Initial Term"). The Agreement may be renewed upon the mutual consent of the parties for two additional one (1) year terms (the "Renewal Term").

7. Termination; Effect on Users. The University and Bank agree that each User who has an account with Bank attached to the UCM Maxx Card shall be a customer of Bank and, upon any termination of this Agreement pursuant to Section 10 herein, or upon User(s) leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account directly with Bank. After such termination of this Agreement, Bank may solicit such Users directly in order to sell them the full range of banking products. Further, upon any termination of this Agreement, University shall cooperate with Bank in order to de-link all User accounts from the UCM Maxx Card. Bank acknowledges that the UCM ID Cards and the ISO numbers issued by University used for the UCM ID Cards accounts are and shall remain the property of the University at all times. Bank issued ISO numbers used for the Visa check card program will revert to Bank and University will issue replacement UCM Maxx Cards with ISO numbers issued by University.

8. Notices. All notices required hereunder shall be delivered to the other party at the following addresses, or such other addresses as may from time to time be designated by the parties, via personal delivery or certified or registered mail, first class, postage prepaid, return receipt requested. Such notices shall be effective upon receipt for personal delivery, and three (3) days after deposit into the U.S. Mails for certified or registered mail.

University:

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

Bank:

U.S. Bank
Campus Banking
Attn: Whitney Bright – Vice President
470 North Kirkwood Road
St. Louis, MO 63122

9. Insurance Provisions. Insurance shall be procured by each party according to the terms of the On-Site Branch Bank License Agreement.

10. Termination.

10.1 Termination for Convenience. During the Renewal Term, either party may terminate this Agreement for any reason upon not less than nine (9) months prior written notice to the other party, and the parties shall be liable only for obligations incurred up to the date of such termination. This provision shall not apply to the Initial Term.

10.2 Termination for Cause. Either party may terminate this Agreement at any time for cause. "For cause" shall mean the default of either party in fulfilling any term or condition of this Agreement. Written notice of the default shall be provided by the non-defaulting party, after receipt of which, the defaulting party shall have thirty (30) days to cure such default. If the default is not cured, the non-defaulting party may thereafter elect to terminate this Agreement upon written notice to the defaulting party, such termination to be effective on the date of such written notice.

11. Hold Harmless. Each party to this Agreement shall, to the maximum extent permitted by law, indemnify and hold the other harmless from and against any and all claims, injuries, damages, losses, penalties or suits, including reasonable attorneys' fees, arising out of its own acts or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those not a party to this Agreement.

12. Data Security and Confidentiality.

12.1 Confidential Data Defined. Each party acknowledges that by reason of its relationship to the other party under this Agreement it may have access to certain data and information of the other party of a special and unique nature and value ("Confidential Data"). "Confidential Data" shall mean any data and/or information that is identified by either party as confidential (either orally or in writing) or is of such a nature that a reasonable person would understand such data and/or information to be confidential. "Confidential Data" shall include, but is not limited to, (a) business methods and practices, financial data, business plans and opportunities, pricing, personnel, customers, prospective customers, or suppliers; (b) trade secrets, inventions, processes, methodologies, products, product plans, patent applications, and other proprietary rights, any specifications, tools, computer programs, source code, object code, documentation, technical information or other related confidential business information or data; (c) detailed financial reports, results and projections; (d) personal information of customers, employees, students, and/or donors, including but not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, or other information identifiable to a specific individual that relates to any of these types of information ("Personal Information"); or (e) any other proprietary information or data of the parties that is maintained in confidence.

Confidential Data shall not include information the receiving party can demonstrate (i) is or becomes a matter of public knowledge through no fault of the receiving party, (ii) was rightfully in the receiving party's possession, without obligation of confidentiality, prior to disclosure by the disclosing party, as evidenced by written records of the receiving party, (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of

such Confidential Data, as evidenced by written records of the receiving party, without obligation of confidentiality, (iv) is independently developed by the receiving party without reference to or use of such Confidential Data, or (v) is required to be disclosed by law, governmental or administrative process.

12.2 Use and Non-Disclosure of Confidential Data; Exceptions. Each party agrees to use the Confidential Data received from the other party only as expressly permitted in this Agreement and in furtherance of the purposes expressed herein. To the extent permitted by law, neither party will disclose to any third party the other party's Confidential Data, in whole or in part, without the prior written consent of the party, or as provided for in this Agreement and in compliance with all applicable state and federal laws. Notwithstanding the foregoing, either party may disclose the Confidential Data or portions thereof to their respective attorneys or accountants when seeking legal or financial advice.

Bank specifically warrants and represents that it will not in any manner disclose, disseminate, copy, sell, resell, sublicense, transmit, assign, or otherwise make available any of University's Confidential Data to any third party without the prior written permission of University, and further warrants and represents that it will take all reasonable steps necessary to ensure that its authorized agents, employees, contractors or subcontractors having access to the Confidential Data shall not copy, disclose or transmit any of the Confidential Data, or any portion thereof, in any form, to a third party.

If University receives a public records request for this Agreement and/or for documents and/or materials provided to University under this Agreement, generally such information will be a public record and must be disclosed to the public records requester. However, University agrees to notify Bank if it receives such a public records request and the date University plans to release the records. If Bank fails to obtain a protective order from the applicable court prior to the time University releases the records to the public records requester, Bank gives University full authority to release the records on the date specified, and Bank understands it has thereby given up all rights to challenge the disclosure in any forum.

12.3 Obligations to Secure Confidential Data. Bank warrants and represents that it will implement industry-standard physical, electronic, and managerial safeguards to prevent unauthorized access to and disclosure of University's Confidential Data, including but not limited to, the security of the physical environment in which the Confidential Data is stored, and the security of any transmission of the Confidential Data. Bank further warrants and represents that such safeguards will in no event be less than the level of security Vendor uses to protect its own Confidential Data, and that Bank will implement additional reasonable precautions that University may request from time to time. Bank shall require its contractors and subcontractors authorized to access University's Confidential Data pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Data.

If applicable, Bank agrees to provide evidence of certification for the Payment Card Industries Data Security Standard (PCI DSS). Proof of compliance shall be provided to University by Bank on an annual basis for the duration of this Agreement. University reserves the right to monitor, audit or investigate said certification. If Bank fails to achieve or maintain PCI DSS status, Bank will cease the acceptance and processing of payment cards or any other form of electronic payment pursuant to this Agreement, as well as the acceptance of any other Confidential Data or other proprietary data on behalf of University.

12.4 Obligations upon Breach of Security. In the event of a breach of security resulting in the unauthorized disclosure of the Confidential Data, Bank agrees to comply with these provisions

as applicable. If a data compromise and/or identity theft occurs and is found to be the result of Bank's non-compliance with the PCI-DSS, if applicable, Bank will assume complete responsibility for customer notification, and be liable for all associated costs incurred by University in responding to or recovering from said breach. Bank shall be solely responsible for any breach of security or data compromise occurring with respect to its banking services provided pursuant to Attachment C.

12.5 Survival of Obligations. The obligation to maintain the confidentiality of the Confidential Data received by the other party will survive termination or expiration of this Agreement, and shall survive for a period of five (5) years thereafter. Immediately upon expiration or termination of this Agreement, Bank shall, at University's option: (i) certify to University that Bank has destroyed all Confidential Data in its possession; or (ii) return all Confidential Data to University; or (iii) take whatever other steps University requires of Bank to protect University's Confidential Data. University reserves the right to monitor, audit, or investigate the use of Confidential Data collected, used, or acquired by Bank or its employees, contractors or subcontractors pursuant to this Agreement.

13. Miscellaneous Terms and Conditions.

13.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

13.2 Force Majeure. In the event that the parties' obligations under this Agreement are substantially delayed, prevented or rendered impractical by fire, flood, riot, earthquake, civil commotion, war, strike, lockout, labor disturbances, exposition, sabotage, accident or other casualty, act of GOD, any law ordinance, rule or regulation which becomes effective after the date of this Agreement, or any other cause beyond the reasonable control of either party, then the parties shall be released from performance under this Agreement. Both parties hereby waive any claim for damages or compensation for such delay or failure to perform, other than obligations incurred up to the date of such force majeure.

13.3 Non-Discrimination. Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran status or physical or mental disability, in compliance with (a) applicable state law; (b) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (c) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; and (d) the Americans with Disabilities Act of 1990, as amended. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

13.4 Attorneys' Fees. In the event of litigation or other action brought to enforce the terms of this Agreement, each party shall bear its own attorneys fees and costs.

13.5 Records Maintenance. The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either party, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by

law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

13.6 Licensing. Vendor shall comply with all applicable local, state and federal licensing, accreditation and registration requirements and standards necessary for the performance of this Agreement, including, but not limited to, registration with the Missouri State Department of Revenue, and shall be responsible for payment of all fees and taxes due on payments made to Vendor under this Agreement.

13.7 Advance Payments Prohibited. No payments in advance or in anticipation of service(s) or supplies to be provided under this Agreement shall be made by University.

13.8 Amendments. This Agreement may be amended or modified only upon the mutual written consent of the parties.

13.9 Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to this Agreement.

13.10 Assignment. The rights and obligations of the parties hereunder may not be assigned in whole or in part without the express prior written consent of the other party.

13.11 Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

13.12 Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees and agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13.13 License to Use University Trademarks and Logos. University hereby grants to Bank a non-exclusive, royalty-free, limited right and license to use University's name, trademarks and logos solely for the purposes of identifying University in Bank's promotional materials and for marketing and advertising purposes pursuant to and consistent with the terms of this Agreement, provided however, that University shall have the right to review all such promotional and marketing materials of Bank which contain University's name, trademarks and logo prior to each such use by Bank. Bank hereby grants to University a non-exclusive, royalty-free limited right and license to use Bank's name, trademarks and logo solely for the purpose of identifying Bank in University's promotional materials and for marketing and advertising purposes pursuant to and consistent with the terms of this Agreement. Except for the limited licenses granted above, both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other party in any manner whatsoever without first obtaining prior written approval from the other party. All rights not expressly granted herein are reserved by the parties.

13.14 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

13.15 Entire Agreement. This Agreement and the Attachments contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

13.16 Signatures. The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to comply with all of its terms and conditions.

IN WITNESS WHEREOF, the parties have set their hands as of the date last written below.

UNIVERSITY OF CENTRAL MISSOURI

Recommended:

By: John Merrigan
Name: John Merrigan
Title: Controller / Treasurer
Date: 6/15/07

Approved:

By: _____
Name: _____
Title: _____
Date: _____

U.S. BANK NATIONAL ASSOCIATION

By: D. Hoke
Name: Daniel Hoke
Title: Division Manager / S.V.P
Date: June 20, 2007

Approved as to Form:

By: _____
Assistant Attorney General
Date: _____

**ATTACHMENT A
RFP**

**ATTACHMENT B
U.S. BANK RESPONSE TO RFP**

ATTACHMENT C BANKING SERVICES

Bank Account Offerings for Students, Faculty and/or Staff

U.S. Bank created the following package of services to be offered to UCM students, faculty and staff as part of its response to the RFP. U.S. Bank agrees to make these services available to students, faculty or staff that request them. Changes to these services may be made by the Bank after giving 60 days prior notice to the customer, and giving the customer the option to terminate without penalty if they do not agree to the change.

Student Checking:

U.S. Bank will offer students a competitive Student Checking account with the following benefits:

- Banking attached to the ID card
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of 150 customized UCM checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Banking with the ability to view cancelled checks on-line
- FREE Internet Bill Pay for the life of the account
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Four (4) FREE Non-U.S. Bank ATM withdrawals per month
- Unlimited FREE debit Point-of-Sale transactions
- Interest earned on balances greater than \$2,000
- FREE Goal Savings account
- Overdraft Protection available
- Pre-negotiated discounts at large national merchants
- 24-hour banking services via telephone or internet
- 24-hour customer service representatives via telephone or e-mail
- Accepts direct deposit of student financial aid refunds and payroll
- Transact business at over 1 million PLUS® ATMs globally
- Make PIN based Point-of-Sale purchases at over 1.2 million Interlink® merchants nationwide. The daily purchase limit is \$3,000.
- Use the ID card up to 25 times per day at any PLUS® ATM to withdraw cash. The maximum daily ATM withdrawal amount is \$500.

Workplace Banking:

U.S. Bank will also offer a Workplace Banking package to faculty and staff, which combines the benefits of any of U.S. Bank's checking accounts with the additional perks of Workplace Banking:

- Banking attached to the ID card
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of 150 customized UCM checks FREE
- Unlimited check writing with no per check fees

- FREE Internet Banking with the ability to view cancelled checks on-line
- FREE Internet Bill Pay for the life of the account
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Unlimited FREE debit Point-of-Sale transactions
- Interest earned on balances greater than \$2,000
- Overdraft Protection available
- No minimum balance on a U.S. Bank money market account
- 50% continuous discount on a safe deposit box of any size¹
- ¼% bonus interest rate on a certificate of deposit
- Savings on certain U.S. Bank loans and credit lines²
- Pre-negotiated discounts at large national merchants
- 24-hour banking services via telephone or internet
- 24-hour customer service representatives via telephone or e-mail
- Accepts direct deposit of payroll
- Transact business at over 1 million PLUS® ATMs globally
- Make PIN based Point-of-Sale purchases at over 1.2 million Interlink® merchants nationwide. The daily purchase limit is \$3,000.
- Use the ID card up to 25 times per day at any PLUS® ATM to withdraw cash. The maximum daily ATM withdrawal amount is \$500.

¹Subject to availability

²Subject to credit approval

Visa Check Card

U.S. Bank will also offer cardholders the option of carrying a secondary VISA Check Card for use with merchants that may not process transactions through the PINbased Interlink® network. With a VISA Check Card, U.S. Bank will offer 'Checking That Pays' which allows students and staff to choose a customized reward option, such as earning cash, points for merchandise or gift certificates, miles or sweepstakes entries. Checking That Pays offers reward programs for check cards that can be added to any U.S. Bank personal checking account. Customers can choose as many Checking That Pays check card reward programs as they wish.

Cash Bonus VISA Check Card

Cardholders will earn a 1/4% cash rebate every time they use their U.S. Bank Cash Bonus VISA Check Card to make purchases (non-PIN). And each year, the cash rebate will be deposited directly into their checking account.

WorldPerks® VISA Check Card

Cardholders will earn WorldPerks miles every time they use the WorldPerks VISA Check Card for signature-based transactions (non-PIN). One WorldPerks mile will be earned for every \$2 spent, and there is no cap on the number of miles that can be earned.

Harley-Davidson® VISA Check Card

Cardholders will earn an entry into the Harley-Davidson VISA Free Ride Sweepstakes for a chance to win a Harley-Davidson motorcycle, for every dollar they spend with their H-D VISA Check Card (non-PIN). Plus, these cardholders will receive a welcome \$10 Harley Chrome Cash certificate with their new card when they open a new U.S. Bank Checking Account. Certificates may be used at any participating, authorized Harley-Davidson® dealership toward Motorclothes™ Apparel, Genuine Motor Accessories and more.

Cabela's VISA Check Card

Cardholders will earn Cabela's Check Card Points redeemable for Cabela's Gift Cards just for using their Cabela's VISA Check Card. Points are earned every time they use their check card to make a purchase (non-PIN).

Premium Rewards

Customers can earn up to a 25 percent cash reward or more when using their Cash Bonus Check Card to make signature purchases (non-PIN) at participating retailers. All check card customers enrolled in Cash Bonus are automatically enrolled in Premium Rewards. Premium Rewards is FREE. Some participating partners offer rewards for shopping in person at their store, while others have offers exclusive to shopping online. The list of Premium Partners and offers will continually be updated by U.S. Bank. With Premium Rewards, there is no limit to the amount of the cash reward customers can earn, and, with over 100 Premium Partners like OfficeMax, Target.com and Barnes & Noble.com, the shopping selections are endless. Visit premiumrewards.usbank.com to view all participating partners and reward offers.

Banking Services Offered to International Students

International students will receive the expertise of our nationally recognized Global Services/International Banking Division. The knowledge of our staff, extensive global network and dedication to customer service offers UCM students the unique combination of local banking, as well as the ability to conduct transactions globally. U.S. Bank offers global foreign currency exchange, traveler's cheques purchases, and international wire transfer services. Through internet banking, students can order foreign currency online and have it shipped directly to their residence. U.S. Bank also has a Bilingual Phone Directory that consists of employees who, combined, speak 67 different languages. We can call on any one of these employees if we are having difficulty facilitating a transaction due to a language barrier. U.S. Bank staff will be present at the International Student Orientation sessions to address the unique banking needs of UCM's international students. We will create a customized financial education packet to help your international students understand the American banking system. We typically work through these packets during the orientation sessions. Additionally, marketing materials for Student Checking are also available in a Spanish version. U.S. Bank will work with the University to determine the best way to open accounts, facilitate wire transfers, and communicate requirements (passport, W-8 form, etc.) to the international students.

Convenience

U.S. Bank operates a large branch and ATM network across the country, including full service branches in Warrensburg and 203 branches and 388 ATMs in the state of Missouri. All of our 2,400 branch locations in 24 states operate on a common banking platform. This means that students from Ohio to California can walk into any branch and conduct their banking business just as if they were at UCM. U.S. Bank also operates over 5,000 ATMs placed throughout our footprint, allowing our customers to access their accounts while traveling or during breaks from school.

24-Hour Customer Service

In addition to web-based access to their accounts, customers can also access their account by telephone through our 24-hour customer service number, 1-800-USBANKS. Customer service representatives are available 24 hours a day, 365 days a year to assist the members of the University community.

U.S. Bank Shopping Mall

U.S. Bank Student Checking account holders automatically gain access to the U.S. Bank

Shopping Mall. The Shopping Mall contains dozens of offers from leading retailers located throughout the country. The majority of offers are Internet based making the student's dorm room a virtual shopping mall! To take advantage of the specials, students simply visit the U.S. Bank Shopping Mall page located within the usbank.com website where they can then begin their "discounted" shopping experience. These offers change regularly so students will continue to see new retailers and specials throughout the year.

Alternative Student Loans

Though not an exclusive student loan provider, U.S. Bank No Fee Education Loan is an attractive non-federal loan option for students and/or their co-signers, which has no Reserve Fees. The interest rate for The No Fee Loan is based on the credit history of the customer. There are three interest rates available, starting with the Prime Rate + 0%. All interest rates are variable monthly over the life of the loan. U.S. Bank Gap Loan is another attractive non-federal loan available to either students or students and their co-signers. This loan has quarterly variable interest rates, which will change throughout the life of the loan. This gives the borrower the most favorable interest rate, based on the 91day T-Bill + 2.5% while in school and the 91 day T-Bill + 3.5% when in repayment. Reserve Fees of either 4% or 8% are based on individual credit history of the student and/or the co-signer and are deducted from their disbursement.

ELECTRONIC BANKING

U.S. Bank Internet Banking allows customers to obtain all the information they need regarding their U.S. Bank accounts. Since this is a webbased application, parents or guardians can also have access to review and maintain account activity, based upon the use of login identification. When they log on to U.S. Bank Internet Banking, customers can do any of the following:

Checking and Savings Accounts

- Transfer funds between accounts
- Check balances
- Review 60 most recent transactions (up to 90 days old)
- Verify the status of a specific check
- View images of cancelled checks
- Make payments/payoffs to credit cards and lines of credit
- Download account history into software such as Quicken® or Microsoft® Money
- Create future-dated and repeating transfers for your checking and savings accounts
- Create account-based alerts for your checking, savings and CD accounts
- Sign up for and view online statements with alerts for checking and savings accounts
- Nickname your account
- Change your PIN
- Order checks online
- Update your address
- Contact Customer Service

Internet Bill Pay

- FREE for the life of the account
- Pay bills online
- Automatically pay recurring bills
- Schedule bills to be paid in advance
- Review payments made in the past six months
- Receive electronic versions of your bills through "ebills"

U.S. Bank is also one of the few banks that offers "same day account deduction" through our Internet Bill Pay, where the payment is deducted from the U.S. Bank account the same day it hits the payee.

Account Alerts

Account Alerts provide notification via e-mail or text message of important activity on the account. The customer can select up to three e-mail addresses or phone numbers to send alerts to so both the student and parent can be alerted when certain activity occurs. Some of the alerts available include:

- Online Statement Available for Viewing
- Low Balance
- Negative Balance
- Deposit or Withdrawal Activity
- CD Maturity

Customized University of Central Missouri Website and On-line Applications

U.S. Bank will customize a website for the University of Central Missouri that will provide information on account offerings, branch locations and hours, ATM availability, as well as educational tools. Through the FastApp process, it will also be possible for students to open many of the U.S. Bank products on-line, including Student Checking accounts. In most cases, the user-friendly FastApp process takes about 10 minutes from start to finish. U.S. Bank can attach a link from the ID card website to usbank.com/UCM (sample URL) to provide easy access to the U.S. Bank site for members of the University community.

Merchant Awareness Program

U.S. Bank will help inform local Interlink® merchants about the new point-of-sale debit functionality on the UCM Maxx Card. We will send letters to existing Interlink® merchants and campaign for more merchants to install PIN-pads through Interlink® so they can accept the UCM Maxx Card as a form of payment. Window stickers or "clings" will be created to display in the windows of select merchants that say "Use your UCM Maxx Card Here!"

Discount Rewards Program

Building off the Merchant Awareness Program, U.S. Bank will help the University develop a "Discount Rewards Program" where students receive discounts for using their UCM Maxx Card as a form of payment. In return for recognition of their business, merchants will be encouraged to provide discounts and special offers to customers who use their ID Card for purchases. U.S. Bank will create a list of all the merchants and their respective discounts and publish it online or in marketing materials.

Partnering with Local Merchants

U.S. Bank will pursue partnering with local merchants regarding co-marketing their products on campus, to encourage merchants popular with the students to agree to provide gift certificates for free food or merchandise as a bonus for students opening a new checking account. U.S. Bank will also work with local eateries to deliver promotional materials for the student checking account to all deliveries within certain proximity of the university.

Affinity Card Programs

U.S. Bank's affinity credit and affinity debit card programs are not offered at this time. If Bank

and University determine at a later date to develop and offer such programs, Bank and University will negotiate the terms and conditions for such programs, including royalties payable by Bank for use of University's trademarks and logos as part of such program.

**EXHIBIT D
ROYALTY SCHEDULE**

As previously agreed upon in the campus branch Agreement, the financial commitment of U.S. Bank under the Agreement will be as follows:

- 1) U.S. Bank will place three ATMs on-campus. Any current and future ATM payments will be included in the annual royalty payment to the University.
- 2) U.S. Bank will pay rent for the branch space at an annual rate of **\$9,375.00** to be paid in monthly installments of \$781.25, for a minimum of 625 square feet. The rental rate will be in effect until January 2009 and will be adjusted annually in accordance with the U.S. CPI index throughout the remaining term of the contract.
- 3) U.S. Bank will pay a signing bonus of **\$15,000** to the University of Central Missouri for the on-campus branch and ATM partnership. Should our contract include the campus card program, the signing bonus will be increased by 50% to **\$22,500**. This signing bonus will be paid within 60 days of signed contract with the University.
- 4) **Years 2 through completion, U.S. Bank will pay the University of Central Missouri a royalty per active account % of net participation, payable within 30 days of the anniversary date of the on-campus branch opening. The minimum annual guarantee is \$10,000 for a campus branch and three ATMs. With the addition of the campus card program, the minimum guarantee increases to \$15,000. By measuring the success of the relationship on an annual basis, this model allows a full cycle of students, faculty, and staff to participate thus reflecting a larger penetration percentage for the University.**

The following is our contributory royalty schedule that is based on the number of U.S. Bank checking account holders, which will decrease your expense and increase the return we will see through full acceptance of the banking partnership. U.S. Bank has a royalty model that is based upon the active participation of the University community. It moves higher with more participation, thus allowing the bank to share the gains from efficiencies and mass appeal. Our royalties are not based on transaction volumes or account balances that can fluctuate and are difficult to forecast. Our royalty model is designed to provide a predictable, steadily increasing revenue stream to the University.

CAMPUS BRANCH AND ATM ROYALTIES

Penetration %	Royalties to University	Active Account Range
0 - 19.9%	\$10,000 lump sum payment	0 - 2,199 accounts
20 - 29.9%	\$15,000 lump sum payment	2,200 - 3,299 accounts
30 - 39.9%	\$20,000 lump sum payment	3,300 - 4,399 accounts
40 - 49.9%	\$30,000 lump sum payment	4,400 - 5,499 accounts
50 - 59.9%	\$40,000 lump sum payment	5,500 - 6,599 accounts
60 - 69.9%	\$50,000 lump sum payment	6,600 - 7,699 accounts
70 +	\$60,000 lump sum payment	7,700 + accounts

Our offer for the campus branch and ATMs assumes that U.S. Bank will be granted the right of first refusal for the bank partnership attached to the UCM ID Card if it is not awarded through this IFB process.

To provide the ultimate in convenience and account access, U.S. Bank highly recommends the addition of the bank partnership through the UCM ID Card. If the campus card program is included in the award, the royalties will increase by 50% at each tier. Effectively, the addition of the campus card program can exponentially increase your financial return because we will pay greater royalties at each tier and we expect the penetration % to increase at a quicker rate with the added convenience the campus card program provides.

CAMPUS BRANCH, ATM AND CARD PROGRAM ROYALTIES

Penetration %	Royalties to University	Active Account Range
0 - 19.9%	\$15,000 lump sum payment	0 - 2,199 accounts
20 - 29.9%	\$22,500 lump sum payment	2,200 - 3,299 accounts
30 - 39.9%	\$30,000 lump sum payment	3,300 - 4,399 accounts
40 - 49.9%	\$45,000 lump sum payment	4,400 - 5,499 accounts
50 - 59.9%	\$60,000 lump sum payment	5,500 - 6,599 accounts
60 - 69.9%	\$75,000 lump sum payment	6,600 - 7,699 accounts
70 +	\$90,000 lump sum payment	7,700 + accounts

The penetration percentage above will be determined by dividing the number of active checking accounts housed at the on-campus branch by the universe of potential prospects (enrollment numbers). We have based our Royalty schedule on 11,000 University of Central Missouri students as stated in the IFB.

U.S. Bank wants to help the University grow your penetration rates as quickly as possible. With our unique penetration calculation method, we offer you the greatest ability to see higher returns throughout the life of the contract. While we only use the total number of students for the denominator in our penetration calculation, any faculty and staff members that choose to bank with U.S. Bank will be counted in the numerator of the penetration percentage calculation.

Additionally, as long as a student or faculty/staff member maintains an active checking account with U.S. Bank, the University continues to be paid for that account in the scale regardless of their continued affiliation or enrollment in the University. With this model, the penetration % could easily remain above 70% in the latter years of the contract resulting in maximum return to the University.

Lastly, we use an all-inclusive method of tracking account holders we gain as a result of our partnership. Any student, faculty or staff member that opens an account with U.S. Bank will be tagged with a unique segment code that remains with them as long as they are a customer. We will pay you on total account holders, not just on those accounts where the customer chooses to link their UCM ID Card. Our calculation method results in the highest possible number of customers being counted in the numerator for our annual penetration calculation and royalty payments.

- 5) Should the University decide to re-card the entire campus, U.S. Bank will pay for all actual card stock and ribbon expenses, up to \$1.00 per card, incurred during the initial re-carding event to all University students. In other words, we will pay up to **\$11,000** for the initial re-carding. Once a 50% student participation level is reached, U.S. Bank will pay an additional **\$3,000** per year for on-going card stock and ribbon expense.

- 6) During the life of the University of Central Missouri campus banking contract, U.S. Bank will dedicate "soft dollars" (monies spent by us toward the increased performance of the card program and a higher payout percentage). The minimum annual sum of the "soft dollars" supporting the University of Central Missouri partnership is **\$15,000**.

Marketing	\$8,000 per year
U.S. Bank Sponsored Publicity and Newsprint	\$1,000 per year
Custom Website Development	\$1,000 per year
Staffing Support	
(Extra staffing during peak periods, Does not include branch staffing)	
	<u>\$5,000 per year</u>
	\$15,000 per year

ATM/PIN-based campus ID/debit card

The standard ATM/PIN-based campus ID/debit card program does not require any additional equipment to be provided by the bank. The University will use its existing carding hardware and software to support this program.

VISA branded campus ID/debit card

The following items will be deployed by U.S. Bank in support of the *Maxx Card* program:

- Card Embosser
- WYSE Terminal(s)
- Flat screen monitor, keyboard, mouse
- CardWizard instant issue software
- VISA branded cardstock
- Router and VPN connection

U.S. Bank also takes responsibility for the following costs:

- Hardware maintenance
- Software licenses
- Training & Support
- U.S. Bank internal development
- Physical security for branch

The total anticipated development costs and capital expenditures by U.S. Bank for the deployment of the *Maxx Card* program at The University of Central Missouri are approximately \$70,000.00.

The University will be responsible for providing a dedicated card printer in the branch for printing student information (i.e. photo, ID number, etc.) on the Visa cardstock. This card printer will be connected to the University's carding system. In addition, the University will be responsible for

ensuring that its employees participate in the required training programs and assist U.S. Bank as reasonably necessary to develop and administer the *Maxx Card* program.

EXHIBIT E
UCM ONECARD MAXX TERMS AND CONDITIONS

1. Intellectual Property. Instant Issue Visa debit cards (the "Card") shall be branded "UCM OneCard Maxx" for purposes of all literature and promotions associated with the Card. "UCM OneCard Maxx" will remain the sole property of Bank, and Bank grants a limited license to University to use "UCM OneCard Maxx" solely for purposes contemplated by this Agreement and consistent with Bank's instructions.

2. Training. University shall provide training to all University 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 University personnel who have the requisite training and authority to administer the training.

3. Operating Procedures. University will comply with instructions and guidance from Bank, as necessary and applicable, regarding the development and support of the Card. University will be responsible for ensuring that its employees comply with all applicable safeguards, security standards, and other requirements associated with its responsibilities related to the Card.

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 Card. Each party agrees to cooperate with each other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.

4. Confidentiality. All current, applicable terms and agreements related to confidentiality and nondisclosure agreements apply to the development and implementation of the Card. Without limiting the applicability or obligations of any such terms and agreements, University specifically agrees to execute a master nondisclosure agreement related to this program and obtain a nondisclosure agreement from each individual who will work on this program – in a form and format substantially similar to the form attached to this Agreement as Attachment F - prior to discussing the program or allowing access to any materials, plans, or information related to the program.

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

6. Default and Remedies. These terms represent obligations and responsibilities that are material to the success of the Card program. Therefore, any violation of these obligations and responsibilities will constitute an event of default under this Agreement 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 Card operations.

7. Preservation of Agreement. Except where specifically contradicted by the terms of this Attachment E with respect to the UCM OneCard Maxx, all terms of the Agreement remain in full force and effect.

**ATTACHMENT F
INDIVIDUAL CONFIDENTIALITY AGREEMENT**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I as employee of The University of Central Missouri (University) acknowledge that during my course of employment certain information which is sensitive and confidential may be disclosed to me and that U.S. Bank is required to maintain the confidentiality of this information.

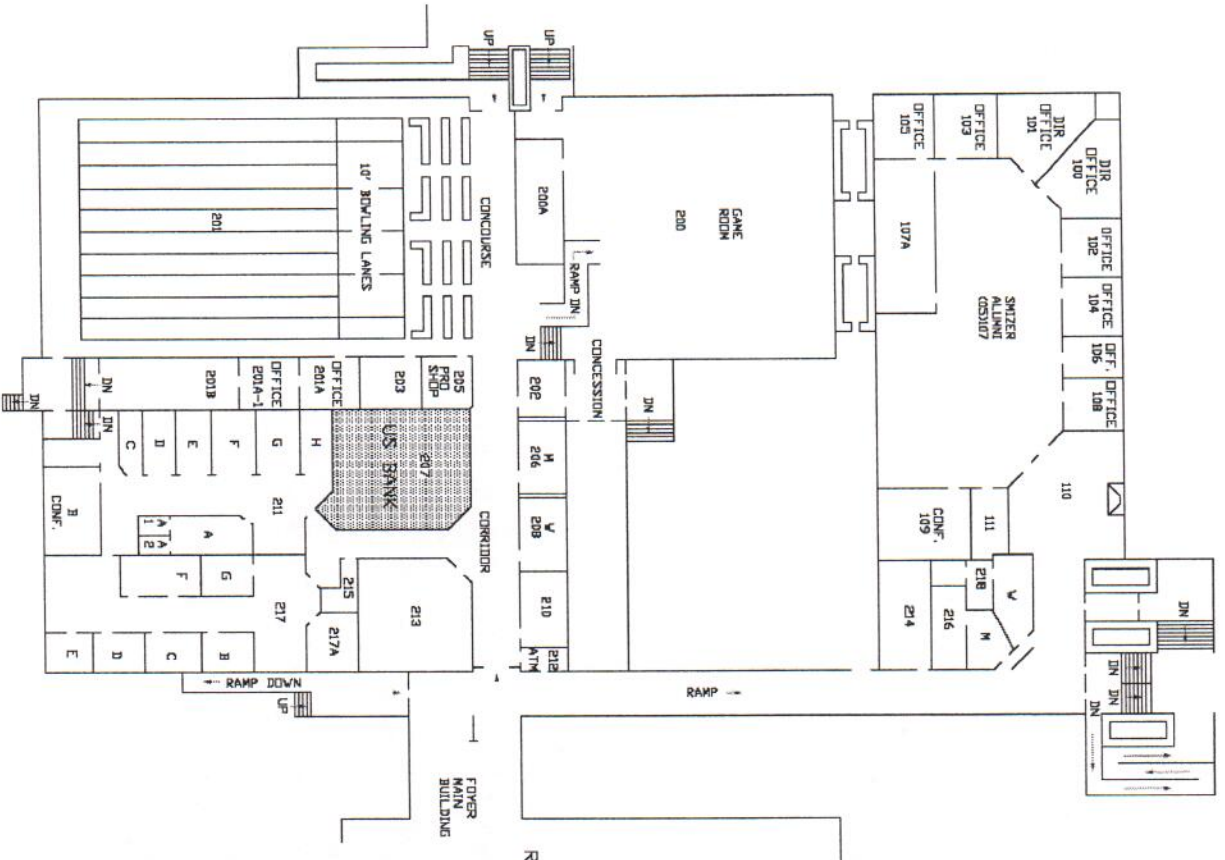
Furthermore, I agree that I am subject to the confidentiality, nondisclosure and security standards of the University.

I agree with University and U.S. Bank that:

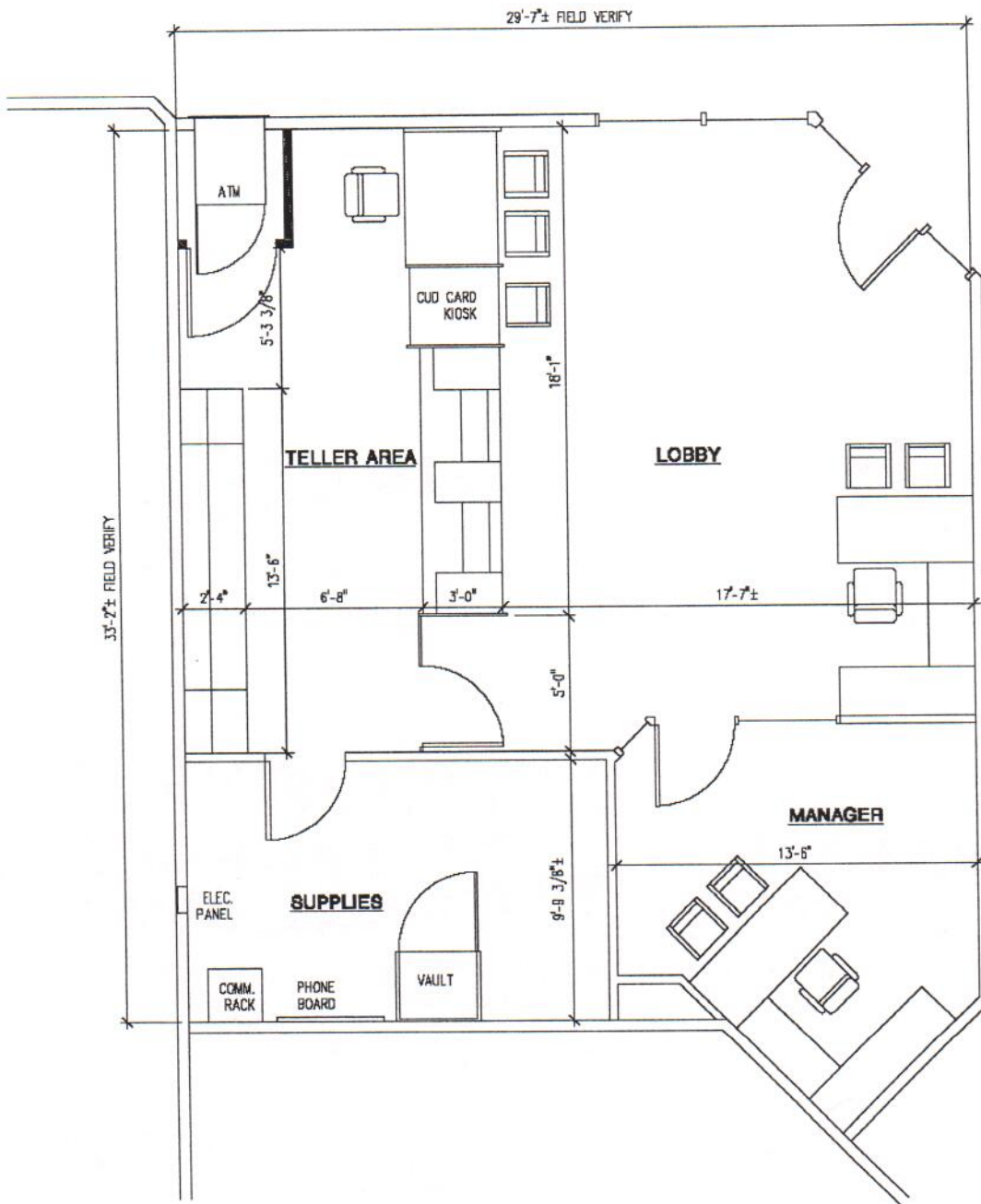
1. I will keep all matters and information related to the card programs strictly confidential. I will only use the Confidential Information only as necessary for performance of my Duties. I will follow and adhere to the security and confidentiality procedures and processes of the University. I will not discuss or disclose any information related to the card program to any persons, except to employees or agents of U.S. Bank or the University, who need to know this information because of the of their employment duties and who have signed a copy of this Confidentiality Agreement.
2. I am aware and understand that the confidential information relating to the card program is an extremely valuable asset of U.S. Bank, and that the disclosure of such information in violation of this Agreement will result in severe, irreparable harm to U.S. Bank as well as in substantial monetary damages. I understand if I violate this Confidentiality Agreement, I will be removed from working with the U.S. Bank Card Program and may be subject to further discipline or penalties from University.
3. If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information I must immediately notify U.S. Bank. I will in the case of a Disclosure cooperate fully with U.S. Bank. I will cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Disclosure and/or any known or suspected criminal activity.

Printed Name

Signature



ED ELLIOTT
 UNIVERSITY UNION
 RECREATION/ALUMNI AREA
 SECOND FLOOR



FLOOR PLAN 983 S.F.
CENTRAL MISSOURI UNIVERSITY



5/15/07

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