

FIRST AMENDMENT TO ID CARD AND BANKING SERVICES AGREEMENT

THIS FIRST AMENDMENT TO ID CARD AND BANKING SERVICES AGREEMENT (the "Amendment") is made as of March 11, 2014, between the **Colorado Seminary, which owns and operates the University of Denver** ("University") and **U.S. Bank National Association**, a national banking association ("Bank").

- A. Pursuant to the ID CARD AND BANKING SERVICES AGREEMENT dated as of September 30, 2012 (the "Agreement"), Bank agreed to be the exclusive provider of Banking Services to University that may be accessed by and through an ID Card.
- B. Bank and University are concurrently entering into an agreement for the placement of an On-Site Branch on the University Campus, and both parties desire for the terms of the On-Site Branch agreement and this Agreement to be coterminous.
- C. University and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

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

1. **Term.** The Term of the Agreement shall hereby be extended for a period of eight (8) years, plus any existing extensions, but in no event less than the term, including extensions, of the On-Site Branch, from the date of the opening of the On-Site Branch. Both parties anticipate that date to be approximately in the spring of 2014.
2. **No Other Agreements.** University warrants and represents that it does not currently have, nor will have during the course of the Agreement, any relationships with other financial services companies other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered by Bank. This includes, but is not limited to, student refund and payroll disbursement products that solicit student checking accounts and/or provide connectivity to the University ID Card.
3. **Authority.** University and Bank each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
4. **No Existing Defaults.** University and Bank represent and warrant that there are currently no defaults by either party under the Agreement.

5. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.
6. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.
7. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.

WHEREFORE, University and Bank have executed this Amendment as of the date first above written.
