

**SECOND AMENDMENT TO THE  
TITANCARD FINANCIAL INSTITUTION CONTRACT**

This Second Amendment to the TITANCARD FINANCIAL INSTITUTION CONTRACT (this "Amendment"), is made as of Oct 10, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and the Trustees of the California State University ("CSU").

Pursuant to the TitanCard Financial Institution Contract dated March 19, 2007 with an effective date of April 2, 2007, as amended April 1, 2012 (the "Agreement"). Bank agreed to be the exclusive provider of campus ID card banking services to CSU that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

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

CSU and Bank also wish to extend the term of their Agreement two (2) years, to reflect the present circumstances of their relationship.

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

**Amendment of Agreement Term.** The term of the Agreement is hereby extended for a period of two (2) years commencing on April 2, 2017 and expiring on April 1, 2019 (the "Extended Term"). This Agreement may be renewed by the mutual consent of the parties for one (1) additional two (2) year term, by the execution of a written instrument reflecting such intent at least (6) months prior to the end of the Extended Term. All other terms and conditions of the Agreement shall remain the same except for those amended herein.

**Amendment of Exhibit F Supplemental Provisions and Termination**

**Section 4 Early Termination**

Exhibit F Section 4 is amended by the addition of Section 4.4 and the following language for all purposes:

**4.4 Termination for Change in Law.** Bank may terminate this Agreement at any time with 30 days' notice to CSU without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

**Section 5 ID Card Services**

Exhibit F is amended by the addition of Section 5 ID Card Services, and the addition of the following language to the Agreement for all purposes:

**5.1 Card Selection and Activation.** Users will have the option of selecting the standard id card without banking services (dormant ATM card) or the standard id card with banking services. All students with open Bank checking accounts are able to activate the ATM/PIN based POS functionality on the standard id card, for no additional fee.

**5.2 Account Features.** Bank will offer a checking account product with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time,

but will never charge additional fees for opening a student checking account, or allow the id card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on CSU's campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked id card throughout the Term of this Agreement and any renewal periods. Additional enhancements to banking services will be subject to further agreement of both parties.

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

**Section 6 Notice**

Exhibit F is amended by the addition of Section 6 Notice and the addition of the following language to the Agreement for all purposes:

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

**CSU:** California State University, Fullerton  
Nelson Nagai  
Director, Contracts and Procurement  
2600 Nutwood Ave.  
Suite 300  
Fullerton, CA 92831

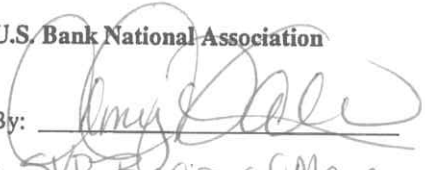
**Bank:** U.S. Bank National Association  
Campus Banking  
Attn: Vincent Roos Vice President  
6940 Mission Road/ SL-KS 9255  
Prairie Village, KS 66208

**Original Agreement Ratified and Affirmed**

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

**Agreed as of the date first written above:**

**U.S. Bank National Association**

By:   
Its: SVP, Regional Manager, USB  
Date: 10/12/16

**Trustees of the California State University**

By:   
Its: Director - Contracts & Procurement  
Date: 10/10/16