

FIRST AMENDMENT TO AGREEMENT

WSU Contract #17072

THIS FIRST AMENDMENT TO AGREEMENT (the "Amendment") is made as of April 30, 2015, between **Washington State University**, an institution of higher education and agency of the state of Washington ("University") and **U.S. Bank National Association**, a national banking association ("Bank").

- A. Pursuant to the AGREEMENT dated as of June 15, 2007 (the "Agreement"), Bank agreed to provide Banking Services to University through the CougarCard.
- B. 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:

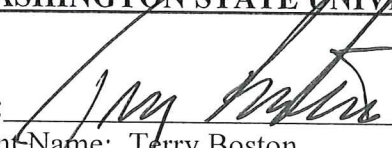
1. **Term.** The Term of the Agreement shall hereby be extended for a period of approximately two (2) years, commencing on June 15, 2015, and expiring on June 30, 2017 (the "Extended Term"). All terms and conditions shall remain the same during the Extended Term and any renewal term.
2. **Termination for Change in Law.** Bank may terminate this Agreement at any time with 90 days' notice to University 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.
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.

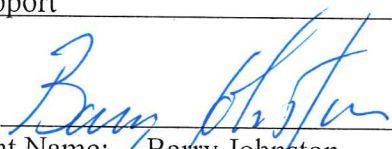
6. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.
7. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.

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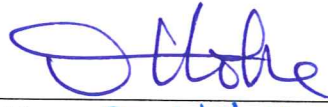
WHEREFORE, University and Bank have executed this Amendment as of the date first above written.


WASHINGTON STATE UNIVERSITY:

By: 
Print Name: Terry Boston
Title: Associate Vice President for
Administrative Services and Auxiliary
Support

By: 
Print Name: Barry Johnston
Title: Associate Vice President for Finance

U.S. BANK NATIONAL
ASSOCIATION:

By: 
Print Name: Daniel Hoke
Title: Senior Vice President

By: 
Print Name: NEIL DAVIS
Title: CORP. COUNSEL - V.D.