

FIFTH AMENDMENT TO BANKING SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO BANKING SERVICES AGREEMENT (“Amendment”) is made and entered into by and between The Board of Governors of the Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado (“CSU” or “University”) and First National Bank, a division of First National Bank of Omaha, a national banking association chartered under the laws of the United States of America (“FNB”).

RECITALS

WHEREAS, CSU and FNB are parties to a Banking Services Agreement, effective as of October 12, 2007 (together with any addenda, amendments, attachments, exhibits and schedules collectively referred to herein as the “Agreement”); and

WHEREAS, parties have concluded negotiations in good faith to complete a full renewal of the Agreement through June 30, 2024; and

WHEREAS, the purpose of this Amendment is to outline material changes to the Agreement; and

WHEREAS, parties intend to execute a long-form contract to replace the Agreement in its entirety.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties hereby agree as follows:

EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall be effective as of the date it is signed by the Colorado State University Controller or the Controller’s authorized delegate (“Effective Date”). This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State University Controller or designee. University shall not be liable to pay or reimburse FNB for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof, prior to the date on which it is signed by or for the Controller.

CONSIDERATION

Consideration for this Amendment consists of the obligations, promises, and agreements set forth herein.

EFFECT

It is expressly agreed by the parties that this Amendment is supplemental to the Agreement, which is, by this reference, incorporated herein; and that all terms, conditions and provisions of the Agreement, except as specifically modified herein, shall remain in full force and effect.

MODIFICATIONS

It is the intent of the parties to modify the Agreement, and all associated agreements with respect to the subject matter contained herein, as follows:

1. The Banking Services Agreement is extended for a term of five (5) years beginning July 1, 2019 and ending June 30, 2024.
2. FNB and CSU will negotiate in good faith any pricing changes for transaction services currently provided under the BSA, provided the institutional net impact of such changes shall be generally equivalent or better to the net impact under the current BSA.
3. FNB retains the right to maintain five (5) ATM's in CSU facilities as follows: two (2) in the Lory Student Center, one (1) in the Morgan Library, one (1) in Durrell Hall and one (1) at Lake Street Market. Leases for said ATMs will be achieved by separate agreement.
4. In exchange for an extension of the License Agreement between the Parties, by which FNB may use CSU marks and logos on publically available debit cards, FNB will pay CSU a yearly royalty of \$65,000 during the term of the extension.
5. FNB will provide non-athletic sponsorship funds to CSU in the amount of \$35,000 per year for the support of mutually agreed upon campus activities, such as the Distinguished Speaker Series, the Alumni Association, the University Center for the Arts, etc.
6. FNB will continue to sponsor CSU Athletics as outlined in a current, and separate, agreement with Ram Sports Properties until the conclusion of said agreement. At that time, FNB and Ram Sports Properties, at the discretion of both parties, may enter into a new agreement with mutually agreed upon compensation and benefits outside of the Banking Services Agreement. The yearly value of such new agreement shall be equal to or greater than the most recent yearly sponsorship amount under the current agreement (\$144,200) provided that assets provided to FNB through the new agreement are of equal or greater value than the most recent yearly sponsorship as agreed upon by both parties.
7. FNB's exclusivity as to financial institutions for ATMs and the marketing of debit card and ID Card-related financial services or products on campus, shall be limited to the banking category as of June 30, 2019.
8. The Major Merchant Processing Agreement is not extended by this Amendment, and shall expire on June 30, 2019.

ORDER OF PRECEDENCE

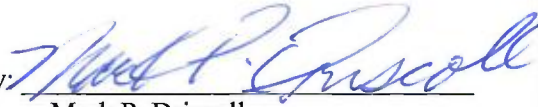
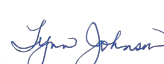


In the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control.

AVAILABLE FUNDS

Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

***Persons signing for FNB hereby swears and affirms that they are authorized to act on FNB's behalf and acknowledge that CSU is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.**

<p style="text-align: center;">FNB: FIRST NATIONAL BANK, a division of FIRST NATIONAL BANK OF OMAHA</p> <p>By: <u></u> Mark P. Driscoll Market President</p> <p>Date: <u>Jan 18, 2019</u></p>	<p style="text-align: center;">UNIVERSITY: STATE OF COLORADO John W. Hickenlooper, GOVERNOR Board of Governors of the Colorado State University System, acting by and through Colorado State University Dr. Anthony A. Frank, President</p> <p>By: <u></u> Lynn Johnson Vice President for University Operations</p> <p>Date: <u>Jan 22, 2019</u></p> <p style="text-align: center;">REQUIRED APPROVALS:</p> <p>By: <u></u> <small>David Ryan (Jan 22, 2019)</small> David Ryan Executive Director, Business & Financial Services University Controller</p> <p>Date: <u>Jan 22, 2019</u></p> <p style="text-align: center;">LEGAL REVIEW Cynthia H. Coffman, Attorney General</p> <p>By: <u></u> Grant N. Calhoun, JD Associate Legal Counsel Office of the General Counsel</p>
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ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL BY THE UNIVERSITY CONTROLLER

C.R.S. § 24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Amendment is not valid until signed and dated below by the University Controller or delegate. FNB is not authorized to begin performance until such time. If FNB begins performing prior thereto, the University is not obligated to pay FNB for such performance or for any goods and/or services provided hereunder.

COLORADO STATE UNIVERSITY CONTROLLER

By: David Ryan
David Ryan (Jan 22, 2019)

Date: Jan 22, 2019