

**AMENDMENT TO
UNIVERSITY OF ARIZONA STUDENT UNION/WELLS FARGO BANK, N.A.
CATCARD ASSOCIATION/LEASE AGREEMENT**

This Amendment to CATCARD Association Agreement (herein the "Amendment") is dated as of this 26th ___ day of July, 2016 by and between Arizona Board of Regents, a body corporate, for the benefit of the University of Arizona (herein "University") and Wells Fargo Bank, National Association (herein "Wells Fargo" or "Bank").

WHEREAS, University and Bank entered into that certain CATCARD Association Agreement dated April 1, 2012, as may have been amended from time to time (the "Agreement").

WHEREAS, University and Bank have agreed to amend the Agreement to make certain clarifications regarding accounts offered to students and audit rights.

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

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. CATCARD Bank Account. Section 2.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.3 Enrolled students may choose the Wells Fargo Everyday Checking account, or other product offered by Bank, to which a CATCARD may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a CATCARD may be linked.

3. Examinations and Audit. Section 17 (Examinations) of the Agreement is hereby deleted in its entirety and replaced with the following:

17. **Examinations and Audit**. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its CATCARD Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University's records for the purpose of enabling Bank to confirm University's compliance with the terms of this Agreement. All such records may be audited by Bank or its designated representative(s) at any time during University's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide University or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the University or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 17, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 18.

4. Termination. New subparagraph is hereby added to Section 21 (Termination). Such subparagraph shall appear at the end of the Section 21 and shall read as follows:

This Agreement may be terminated by University upon sixty (60) days' prior written notice to Bank in the event: (i) University receives excessive complaints from students regarding their CATCARD Bank Accounts and Bank and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Bank on CATCARD Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

5. Title IV Representation and Warranty. New Section 34 is hereby added as follows:

34. **Title IV Representation and Warranty.** University and Bank represent and warrant that CATCARD Bank Accounts are not being opened by University on behalf of any Eligible Community Members, University is not establishing a process Eligible Community Members follow to open CATCARD Bank Accounts, and University is not in any way assisting Eligible Community Members in opening CATCARD Bank Accounts. Further, the CATCARD program is not being established for the purpose of University's disbursement of Title IV funds and CATCARD Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

6. Continued Effect. Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

7. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

8. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, The parties have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

**ARIZONA BOARD OF REGENTS, a body
Corporate, FOR THE BENEFIT OF THE
UNIVERSITY OF ARIZONA**

By: [Signature]

Name: TOM FIEBLER

Title: PURCHASING MANAGER

WELLS FARGO BANK, N.A.

By: [Signature]

Name: John Gibson

Title: Area President