

**AMENDMENT TO
UNIVERSITY OF NORTH TEXAS/WELLS FARGO BANK, N.A.
BANKING AGREEMENTS**

This Fourth Amendment to University of North Texas Banking Agreement (herein the "Amendment") is made and entered into by and between the University of North Texas, a higher education agency of the State of Texas (herein "UNT" or "University") and Wells Fargo Bank, National Association (herein "Wells Fargo" or "Bank").

WHEREAS, UNT and Wells Fargo entered into a Mean Green Card Agreement on April 4, 2003 for a term beginning April 4, 2003 and ending April 3, 2008.

WHEREAS, UNT and Wells Fargo entered into Addendum to Mean Green Card Agreement effective May 31, 2006 without altering the term of the Mean Green Card Agreement.

WHEREAS, UNT and Wells Fargo entered into an Amendment to Mean Green Card Agreement effective March 3, 2008 and extended the initial term of the Mean Green Card Agreement until August 1, 2009

WHEREAS, UNT and Wells Fargo entered into a Third Amendment to Mean Green Card Agreement effective March 31, 2009 and extended the initial term of the Mean Green Card Agreement until August 31, 2011.

WHEREAS, UNT and Wells Fargo entered into an Extension to Banking Agreements effective September 1, 2012 and extended the initial term of the Mean Green Card Agreement until August 31, 2013.

WHEREAS, UNT and Wells Fargo entered into an Extension to Banking Agreements effective September 1, 2013 and extended the initial term of the Mean Green Card Agreement until August 31, 2015.

WHEREAS, UNT and Wells Fargo have agreed to amend the Mean Green Card Agreement, the Addendum to the Mean Green Card Agreement, and any subsequent amendments and extensions (collectively "Agreement") and extend the term to August 31, 2017.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UNT and Wells Fargo 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. Mean Green Bank Account. Section 2.04 of the Addendum to Mean Green Card Agreement is hereby deleted in its entirety and replaced with the following:

2.04 Mean Green Bank Account. Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Wells Fargo to which a Mean Green Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a Mean Green Card may be linked. Enrolled students, faculty and staff who have requested such an account and who meet Bank's usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of \$50.00 by the account holder. Nothing herein prohibits Bank from closing any Mean Green Bank Account in accordance with standard deposit account procedures.
3. Trademark Licenses. Section 7 of the Mean Green Card Agreement and Section 11, subsections 11.01, 11.02, and Exhibit "B" of the Addendum to the Mean Green Card Agreement are hereby deleted in their entirety and replaced with the following:

11. Trademark Licenses.

- 11.01** UNT hereby grants Wells Fargo a limited, non-exclusive license to use UNT trademarks to be identified ("UNT Trademarks") solely in conjunction with the Mean Green Card Program and the financial services offered, including promotion. All UNT Trademarks to be used by Wells Fargo in any manner in connection with the Mean Green Card Program shall comply with UNT policy, as amended. Wells Fargo shall not use any University Trademarks except as approved by UNT.
- 11.02** UNT represents to Wells Fargo as of the date of execution and through the term of this Agreement that it has the right and power to license the UNT Trademarks to Wells Fargo for use as contemplated by this Agreement. UNT shall, to the extent allowed by law, indemnify, protect and hold harmless Wells Fargo, its directors, officers, agents, employees, affiliates, successors, and assigns from and against all liability, causes of actions, and claims, and will reimburse any such persons reasonable and actual costs in connection arising from the UNT Trademark license granted by this section or from any such person's use of the UNT Trademarks in reliance. Each party shall promptly notify the other party in the manner provided in this Agreement upon learning of any claims or complaints relating to such license or the use of any UNT Trademarks as allowed by Texas law.
- 11.03** Wells Fargo hereby grants to UNT a limited, non-exclusive license to use the Wells Fargo trademarks to be identified ("Wells Fargo Trademarks") solely in conjunction with the Mean Green Card Program and the financial services offered through it, including promotion. UNT will not use any Wells Fargo Trademarks for this purpose except as approved by Wells Fargo.
- 11.04** Wells Fargo represents to UNT as of the date of execution and through the term of this Agreement that it has the right and power to license the Wells Fargo Trademarks to UNT for use as contemplated by this Agreement. Wells Fargo shall protect and hold harmless UNT, its directors, officers, agents, employees, affiliates, successors, and assigns from and against all liability, causes of actions, and claims, and will reimburse any such persons reasonable and actual costs in connection arising from the Wells Fargo Trademark license granted by this section or from any such person's use of the Wells Fargo Trademarks in reliance. Each party shall promptly notify the other party in the manner provided in this Agreement upon learning of any claims or complaints relating to such license or the use of any Wells Fargo Trademarks insofar as allowed by Texas law.
- 11.05** Upon termination or expiration of this Agreement for whatever reason, all rights granted under this Agreement will revert to each Party respectively and each party will refrain from further use of, simulation of or reference to any and all of the other party's Trademarks. Upon the termination of this Agreement, each party shall, at its option and to the extent possible, deliver to the other party or destroy all artwork, promotional concepts or derivative work which (i) was developed and used in connection with this Agreement, and (ii) utilizes or otherwise references any of the other party's Trademarks. If a party opts to destroy all artwork, such Party shall provide the other Party with an affidavit(s) of destruction to serve as evidence of such actions.
- 11.06** Wells Fargo agrees that nothing herein shall give to it any right, title, or interest in the UNT Trademarks, that UNT Trademarks are and shall remain the sole property of UNT, and that any and all uses by Wells Fargo of any UNT Trademark shall inure to the benefit of UNT.
- 11.07** UNT agrees that nothing herein shall give to it any right, title, or interest in the Wells Fargo Trademarks, that the Wells Fargo Trademarks are the sole property of Wells Fargo, and that any and all uses by UNT of the Wells Fargo Trademarks shall inure to the benefit of Wells Fargo.

11.08 This Agreement and any and all rights granted hereunder are personal in nature to UNT and shall not inure to the benefit of any successor in interest of UNT. This Agreement and any and all rights granted hereunder are non-transferrable by UNT and do not convey any sublicensing rights to UNT, except that UNT may grant a sublicense to use any of the Wells Fargo Trademarks to the company or person who will produce the Mean Green Card Program marketing materials. This Agreement shall be binding upon and inure to the benefit of Wells Fargo's successors and assigns.

4. Term. The Mean Green Card Agreement is hereby extended for an additional period beginning September 1, 2015 and ending August 31, 2017, unless otherwise terminated as provided in Section 10 of the Mean Green Card Agreement.

5. Examinations and Audit. Section 20 (Books & Records) of the Mean Green Card Agreement is hereby deleted in its entirety and replaced with the following:

20. **Examinations and Audit.** Except to the extent applicable law prohibits such, all records maintained by UNT pertaining to Bank and its Mean Green Card 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, UNT will provide Bank or its duly authorized representatives with reasonable access to UNT's records for the purpose of enabling Bank to confirm UNT'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 UNT's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide UNT or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling UNT to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the UNT 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 20, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 12.

6. Termination. Section 10 (Term and Termination) of the Mean Green Card Agreement is hereby amended to include the following language at its conclusion:

This Agreement may be terminated by UNT upon sixty (60) days' prior written notice to Bank in the event: (i) UNT receives excessive complaints from students regarding their Mean Green Card Bank Accounts and Bank and UNT are not able to reach an agreement as to how to resolve such complaints; or (ii) UNT determines, based on its reasonable due diligence, that the fees imposed by Bank on Mean Green Card Debit Card 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 UNT is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

7. Title IV Representation and Warranty. A new Section 28 is hereby added to the Mean Green Card Agreement as follows:

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

8. 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.

9. 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.

10. 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.

UNIVERSITY OF NORTH TEXAS

WELLS FARGO BANK, N.A.

By:  _____

By:  _____

Name: Bob Brown _____
VP for Finance
Title: & Administration _____

Name GARY HUDSON
Title: SENIOR VICE PRESIDENT