

Agency or Department Name Department of Personnel & Administration Department or Agency Number [REDACTED] Contract Routing Number 07 AEA 00008
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**CONTRACT AMENDMENT** #2

THIS AMENDMENT, made this 21<sup>st</sup> day of Nov., 2006, by and between the State of Colorado for the use and benefit of the Department of Personnel and Administration, 633 17<sup>th</sup> Street, Suite 1600, Denver, Colorado, 80202, hereinafter referred to as the "State," and U.S. Bank National Association ND, 1010 South Seventh St. Minneapolis, MN 55415, hereinafter referred to as the "Contractor."

**FACTUAL RECITALS**

Authority exists in the Law and Funds have been budgeted, appropriated, and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The parties entered into a contract dated April 18, 2003 for credit services to be used by state employees who travel in furtherance of their official duties. The purpose for this amendment is described below.

The parties have reason to amend the original contract to further delineate their duties and responsibilities.

The parties, therefore, desire to amend the original contract as hereinafter stated.

NOW THEREFORE, it is hereby agreed that

1. Consideration for this amendment to the original contract, 03 AEA 00330, dated April 18, 2003 consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this amendment is supplemental to the original Contract, as amended by Amendment One, dated November 1, 2004, routing Number 05AEA0037, collectively, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed that the original contract is and shall be modified, altered, and changed in the following respects only:
  - a. Section 18 is amended to add section (c) **Bi-monthly Meetings** with the following paragraph: "A bi-monthly meeting and annual meeting between the parties is required.

The bi-monthly meetings will be scheduled by the State 30 days in advance of any desired meeting date, additionally at that time the State shall provide U.S. Bank with a proposed agenda. The annual meeting shall be scheduled by the State 30 days in advance of the desired meeting date. U.S. Bank shall provide the State with a proposed agenda shortly after the meeting date has been set. The annual meeting is to be attended by senior members of the State. In case of vacation or sickness of any of the parties, any of the meetings will be re-scheduled to a mutually convenient new date for both parties"

b. Section 1 (Scope), subsection B (Purpose and Services) is amended to add the following language after the last current paragraph to read as follows:

"Contractor shall provide notification to State Travel Management Program (STMP) within 30 days of any purged hierarchy or closed accounts. Contractor shall report any delinquent CTS accounts and Central Travel accounts on or before the 20<sup>th</sup> day of each month. Contractor agrees to withhold suspension of these accounts until the 30<sup>th</sup> day of the month.

The State will use the Access Online Program Management Tool for Delinquency Management of the State's Travel Program and review delinquent accounts due for payment, including CTS and Central Travel accounts. In addition, Contractor shall produce a list of delinquent CTS accounts and Central Travel accounts to the State on or before the 20<sup>th</sup> day of each month. Any unpaid corporate liability accounts will be suspended without further notification at 60 days past due."

c. Section 18 is amended to add section (e) **STMP Vendor Roundtable** with the following paragraph: "When schedules permit, Contractor shall attend the STMP sponsored quarterly Vendor Roundtable. The State will produce a written meeting notification to Contractor at least 30-days prior to any scheduled meeting."

d. Section 18 is amended to add section (d) **Annual U.S. Bank State Travel Card Program Conference** with the following paragraph: "Contractor agrees to host an Annual U.S. Bank State Travel Card Program Conference.. The conference will be a one-day event. The State agrees to provide written notification to Contractor with the proposed date at least 90 days prior to the Conference."

e. All references to "Statewide Travel Management Program" shall be changed to read "State Travel Management Program" and "Event Card" to "Central Travel Card".

f. Exhibit K is deleted in its entirety and replaced with new Exhibit K attached and incorporated herein:

g. Section 3 is amended to add a new termination date of April 30, 2009. In consideration for extending the contract, Contractor shall not carry forward any charge-offs accrued from the inception date of the original contract to the effective date of this Amendment #2.

h. A new Section 30 is to be added as follows:

Section 30. **Concur Expense Service.** Contractor has partnered with Concur Technologies to provide the Concur Expense Service in connection with certain U.S. Bank USA Card Products. Any affiliate or participant, as defined in 1.B., in Section 2A or 2B, herein referred to as the State, may implement Concur Expense Service upon meeting the necessary requirements of Concur Technologies, including the formation and execution of an agreement with Concur Technologies. The implementation of the Concur Expense Service is at the sole discretion of the State and/or each individual affiliate. The State will incur no obligation or liability as a result of any subsequent agreement between Concur Expense Service and the State and/or each individual affiliate.

4. Exhibit P is attached hereto and is included to provide a hypothetical example of a rebate calculation and payment using Exhibit K. In no way does this reflect any actual payment or expected payment.
5. The effective date of this amendment is upon approval of the State Controller and no later than 30 days after the amendment is fully executed.
6. **Colorado Special Provisions.** The following Colorado Special Provisions, required by Fiscal Rule 3-1, 1 CCR 101-1 and HB 1343, shall be applicable to any order placed by an agency, department, or institution of the State of Colorado and shall govern in the event of any conflict or inconsistency between the terms of any order and this contract amendment.

<b>COLORADO SPECIAL PROVISIONS</b>
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(Not for Use with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

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

3. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT

INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

4. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

5. CHOICE OF LAW.

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

6. VENDOR OFFSET. CRS 24-30-202 (1) & CRS 24-30-202.4

Pursuant to CRS 24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

7. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor

hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

9. ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101 and 24-76.5-101

The Contractor certifies that the Contractor shall comply with the provisions of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the State may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the State.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq, and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that receives federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

10. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment #2 and any of the provisions of the original contract, the provisions of this Amendment #2 shall in all respects supersede, govern, and control. The "Special Provisions"

shall always be controlling over other provisions in the Contract or this Amendment #2. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

11. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the day first above written.

**Contractor:**

U.S. BANK NATIONAL ASSOC. ND  
(Full Legal Name)

[Signature]  
(Signature of Individual)

ROBERT T. ABLE  
(Name of Individual)  
EXECUTIVE VICE PRES.

Position (Title)

41-1881896  
Social Security Number  
or Federal Employer ID Number

**State of Colorado**

Bill Owens, Governor

By: [Signature]  
Executive Director

Department of Personnel and Administration

Date: 11/22/06

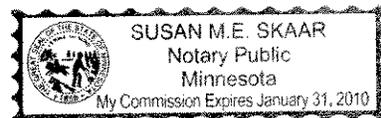
**Attorney General**, John W. Suthers

By: [Signature]  
Date: 11/22/06

**Attestation:**

By: Susan M. E. Skaar  
Corporate Secretary,  
or Equivalent,  
Town/City/County Clerk

(SEAL)



**ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER**

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for goods and/or services provided.

**State Controller**  
**Leslie M. Shenefelt**

By: [Signature]  
Date: 11-22-06

## EXHIBIT K

### PERFORMANCE VOLUME REBATE ADDENDUM

This Performance Volume Rebate Addendum ("**Option 2 Rebate Addendum**") is entered into, by and between U.S. Bank National Association ND ("**Contractor**") and the State of Colorado (the "**State**"), and constitutes an addendum to and modification of the Contract dated April 18, 2003 and as amended November 1<sup>st</sup>, 2004 (the "**Contract**") between the State and Contractor. This Option 2 Rebate Addendum shall become effective upon approval of the State Controller and no later than 30 days after the Rebate Addendum is fully executed ("**Effective Date**") and supersedes any previous and like addenda with State.

Contractor shall extend to State the following revenue sharing opportunities:

1. Bundling of Agencies, Participants or Affiliates. The State shall provide Contractor annually, but not later than March 30 of each year, a listing of Agencies, Participants and Affiliates that are to be bundled. The determination of who is bundled is at the State's sole discretion. However, the State is limited to a maximum of 5 (five) bundled groups, including Agencies, Participants and Affiliates. The initial list of bundled Agencies, Participants and Affiliates attached hereto as Attachment 1 to Exhibit K and is the source document for rebate calculations and payments, if any, for the rebate period effective April 30, 2006 through April 30, 2009.
2. a) Contractor will pay to State a portion of their aggregate Net Annual Charge Volume through a rebate ("**Volume Rebate**"). The Volume Rebate Percentage will be calculated by aggregating both the Net Annual Charge Volume and the Average Transaction Size for all the Agencies, Participants or Affiliates. The Volume Rebate will be based on the aggregate Net Annual Charge Volume and the aggregate Average Transaction Size in accordance with Schedule B, attached hereto and made a part hereof. To determine the amount of the Volume Rebate for the Addendum Year, the qualifying Volume Rebate Percentage, if any, will be applied to the Net Annual Charge Volume for each individual bundled group of Agencies, Participants or Affiliates.  
  
b) Contractor will pay to State a portion of their aggregate Net Annual Charge Volume through a rebate ("**Performance Rebate**"). The Performance Rebate will be based on the File Turn Days Payment Performance for each individual bundled group of Agencies, Participants or Affiliates, attached herein as ("**ATTACHMENT A**"), for each Addendum Year. The Performance Rebate calculation will be made in accordance with Table A, below. The qualifying Performance Rebate Percentage, if any, will be applied to each individual bundled group's Net Annual Charge Volume for the Addendum Year to determine the amount of the Performance Rebate. Bundled groups of Agencies, Participants or Affiliates with File Turn Days higher than forty three (43) days do not qualify for any rebate payments.

<b>File Turn Days</b>	<b>Performance Rebate Percentage</b>
43	0.000%
42	0.010%
41	0.020%
40	0.030%
39	0.040%
38	0.050%
37	0.060%
36	0.070%
35	0.080%
34	0.090%
33	0.100%
32	0.110%
31	0.120%
30	0.130%
29	0.140%
28	0.150%

Table A	
File Turn Days	Performance Rebate Percentage
27	0.160%
26	0.170%
25	0.180%
24	0.190%
23	0.200%
22	0.210%
21	0.220%
20	0.230%
19	0.240%
18	0.250%
17	0.260%

c) No rebate calculation shall be made unless a) the File Turn Days Payment Performance for each bundled group of Agencies, Participants or Affiliates is equal to or less than forty three (43) File Turn Days, and b) the aggregate Net Annual Charge Volume is equal to or greater than twenty million U.S. Dollars (\$20,000,000.00), and (c) the aggregate Average Transaction Size is equal to or greater than one hundred fifty U.S. Dollars (\$150.00). Any payment made pursuant to this Option 2 Rebate Addendum will be net of Fraudulent Charges and accumulated Charge-offs resulting from participation in Contractor or U.S. Bancorp Card Services, Inc. programs regardless of whether any of the underlying agreements between the parties is/are valid or has/have been terminated. **"Charge-off"** means any amount due and owing to Contractor or its affiliates by State, Affiliate, Participant or Employee Cardholder that remains unpaid for one hundred fifty (150) days after the date that it was first billed. The first revenue sharing payment, if any, shall be made by the end of the twentieth (20th) month after the Effective Date of this Option 2 Rebate Addendum. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any revenue sharing payment date falls on a non-business day, revenue sharing payments due shall be made on the next business day.

3. Capitalized terms used in this Option 2 Rebate Addendum and not otherwise defined in this Option 2 Rebate Addendum are used with the same respective meanings attributed thereto in the Contract. **"Net Annual Charge Volume"** means all Charges set forth on the monthly billing statements furnished for all Accounts, less cash advances, fees, Fraudulent Charges, charge-backs, Charges qualifying for large transaction interchange rates and amounts Charged-off by Contractor with respect to such Accounts as uncollectible for each twelve (12) month period beginning with the first such period following the Effective Date of this Option 2 Rebate Addendum (an **"Addendum Year"**). **"Average Transaction Size"** means the Net Annual Charge Volume divided by the number of purchase transactions during each Addendum Year. A purchase transaction is a debit point of sale purchase transaction. **"File Turn Days"** are the number of days from the date Contractor funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates. Accordingly, the **"File Turn Days Payment Performance"** is the average speed of repayment of Charges made for each Addendum Year. **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Customer, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer, its Affiliates, and/or a Cardholder. An **"Account"** is any account number to which Charges and payments may be posted. This includes, but is not limited to, Corporate Card accounts, Central Travel Card accounts and Central Travel System Accounts.

4. This Option 2 Rebate Addendum shall terminate upon termination of the Contract and all rights hereunder shall cease.

5. Except to the extent that the Contract is expressly or implicitly modified by this Option 2 Rebate Addendum, all terms and conditions of the Contract remain in full force and effect.

**EXHIBIT K  
PERFORMANCE VOLUME REBATE ADDENDUM  
SCHEDULE B**

Aggregate Net Annual Charge Volume	Average Transaction Size															
	\$150.00	\$175.00	\$200.00	\$225.00	\$250.00	\$275.00	\$300.00	\$325.00	\$350.00	\$375.00	\$400.00	\$425.00	\$450.00			
	Volume Rebate Percentage															
\$20,000,000.00	0.1270%	0.2000%	0.2540%	0.2960%	0.3300%	0.3580%	0.3810%	0.4000%	0.4170%	0.4310%	0.4440%	0.4550%	0.4650%	0.4710%		
\$21,500,000.00	0.1330%	0.2060%	0.2600%	0.3020%	0.3360%	0.3640%	0.3870%	0.4060%	0.4230%	0.4370%	0.4500%	0.4610%	0.4710%	0.4770%		
\$23,000,000.00	0.1390%	0.2120%	0.2660%	0.3080%	0.3420%	0.3700%	0.3930%	0.4120%	0.4290%	0.4430%	0.4560%	0.4670%	0.4770%	0.4830%		
\$24,500,000.00	0.1450%	0.2180%	0.2720%	0.3140%	0.3480%	0.3760%	0.3990%	0.4180%	0.4350%	0.4490%	0.4620%	0.4730%	0.4830%	0.4890%		
\$26,000,000.00	0.1510%	0.2240%	0.2780%	0.3200%	0.3540%	0.3820%	0.4050%	0.4240%	0.4410%	0.4550%	0.4680%	0.4790%	0.4890%	0.4975%		
\$27,500,000.00	0.1595%	0.2325%	0.2865%	0.3285%	0.3625%	0.3905%	0.4135%	0.4325%	0.4495%	0.4635%	0.4765%	0.4875%	0.4975%	0.5060%		
\$29,000,000.00	0.1680%	0.2410%	0.2950%	0.3370%	0.3710%	0.3990%	0.4220%	0.4410%	0.4580%	0.4720%	0.4850%	0.4960%	0.5060%	0.5145%		
\$30,500,000.00	0.1765%	0.2495%	0.3035%	0.3455%	0.3795%	0.4075%	0.4305%	0.4495%	0.4665%	0.4805%	0.4935%	0.5045%	0.5145%	0.5230%		
\$32,000,000.00	0.1850%	0.2580%	0.3120%	0.3540%	0.3880%	0.4160%	0.4390%	0.4580%	0.4750%	0.4890%	0.5020%	0.5130%	0.5230%	0.5290%		
\$33,500,000.00	0.1910%	0.2640%	0.3180%	0.3600%	0.3940%	0.4220%	0.4450%	0.4640%	0.4810%	0.4950%	0.5080%	0.5190%	0.5290%	0.5350%		
\$35,000,000.00	0.1970%	0.2700%	0.3240%	0.3660%	0.4000%	0.4280%	0.4510%	0.4700%	0.4870%	0.5010%	0.5140%	0.5250%	0.5350%	0.5405%		
\$36,500,000.00	0.2025%	0.2755%	0.3295%	0.3715%	0.4055%	0.4335%	0.4565%	0.4755%	0.4925%	0.5065%	0.5195%	0.5305%	0.5405%	0.5460%		
\$38,000,000.00	0.2080%	0.2810%	0.3350%	0.3770%	0.4110%	0.4390%	0.4620%	0.4810%	0.4980%	0.5120%	0.5250%	0.5360%	0.5460%	0.5520%		
\$39,500,000.00	0.2140%	0.2870%	0.3410%	0.3830%	0.4170%	0.4450%	0.4680%	0.4870%	0.5040%	0.5180%	0.5310%	0.5420%	0.5520%	0.5580%		
\$41,000,000.00	0.2200%	0.2930%	0.3470%	0.3890%	0.4230%	0.4510%	0.4740%	0.4930%	0.5100%	0.5240%	0.5370%	0.5480%	0.5580%	0.5645%		
\$42,500,000.00	0.2265%	0.3015%	0.3555%	0.3975%	0.4315%	0.4595%	0.4825%	0.5015%	0.5185%	0.5325%	0.5455%	0.5565%	0.5665%	0.5750%		
\$44,000,000.00	0.2370%	0.3100%	0.3640%	0.4060%	0.4400%	0.4680%	0.4910%	0.5100%	0.5270%	0.5410%	0.5540%	0.5650%	0.5750%	0.5840%		
\$45,500,000.00	0.2460%	0.3190%	0.3730%	0.4150%	0.4490%	0.4770%	0.5000%	0.5190%	0.5360%	0.5500%	0.5630%	0.5740%	0.5840%	0.5930%		
\$47,000,000.00	0.2550%	0.3280%	0.3820%	0.4240%	0.4580%	0.4860%	0.5090%	0.5280%	0.5450%	0.5590%	0.5720%	0.5830%	0.5930%	0.6020%		
\$48,500,000.00	0.2605%	0.3335%	0.3875%	0.4295%	0.4635%	0.4915%	0.5145%	0.5335%	0.5505%	0.5645%	0.5775%	0.5885%	0.5985%	0.6070%		
\$50,000,000.00	0.2660%	0.3390%	0.3930%	0.4350%	0.4690%	0.4970%	0.5200%	0.5390%	0.5560%	0.5700%	0.5830%	0.5940%	0.6040%	0.6100%		
\$51,500,000.00	0.2720%	0.3450%	0.3990%	0.4410%	0.4750%	0.5030%	0.5260%	0.5450%	0.5620%	0.5760%	0.5890%	0.6000%	0.6100%	0.6160%		
\$53,000,000.00	0.2780%	0.3510%	0.4050%	0.4470%	0.4810%	0.5090%	0.5320%	0.5510%	0.5680%	0.5820%	0.5950%	0.6060%	0.6160%	0.6220%		
\$54,500,000.00	0.2810%	0.3540%	0.4080%	0.4500%	0.4840%	0.5120%	0.5350%	0.5540%	0.5710%	0.5850%	0.5980%	0.6090%	0.6190%	0.6250%		
\$56,000,000.00	0.2840%	0.3570%	0.4110%	0.4530%	0.4870%	0.5150%	0.5380%	0.5570%	0.5740%	0.5880%	0.6010%	0.6120%	0.6220%	0.6280%		
\$57,500,000.00	0.2870%	0.3600%	0.4140%	0.4560%	0.4900%	0.5180%	0.5410%	0.5600%	0.5770%	0.5910%	0.6040%	0.6150%	0.6250%	0.6310%		
\$59,000,000.00	0.2900%	0.3630%	0.4170%	0.4590%	0.4930%	0.5210%	0.5440%	0.5630%	0.5800%	0.5940%	0.6070%	0.6180%	0.6280%	0.6340%		
\$60,500,000.00	0.2925%	0.3655%	0.4195%	0.4615%	0.4955%	0.5235%	0.5465%	0.5655%	0.5825%	0.5965%	0.6095%	0.6205%	0.6305%	0.6360%		
\$62,000,000.00	0.2950%	0.3680%	0.4220%	0.4640%	0.4980%	0.5260%	0.5490%	0.5680%	0.5850%	0.5990%	0.6120%	0.6230%	0.6330%	0.6390%		
\$63,500,000.00	0.2980%	0.3710%	0.4250%	0.4670%	0.5010%	0.5290%	0.5520%	0.5710%	0.5880%	0.6020%	0.6150%	0.6260%	0.6360%	0.6420%		

\$65,000,000.00	0.3010%	0.3740%	0.4280%	0.4700%	0.5040%	0.5320%	0.5550%	0.5740%	0.5910%	0.6050%	0.6180%	0.6290%	0.6390%
\$66,500,000.00	0.3040%	0.3770%	0.4310%	0.4730%	0.5070%	0.5350%	0.5580%	0.5770%	0.5940%	0.6080%	0.6210%	0.6320%	0.6420%
\$68,000,000.00	0.3070%	0.3800%	0.4340%	0.4760%	0.5100%	0.5380%	0.5610%	0.5800%	0.5970%	0.6110%	0.6240%	0.6350%	0.6450%
\$69,500,000.00	0.3100%	0.3830%	0.4370%	0.4790%	0.5130%	0.5410%	0.5640%	0.5830%	0.6000%	0.6140%	0.6270%	0.6380%	0.6480%
\$71,000,000.00	0.3130%	0.3860%	0.4400%	0.4820%	0.5160%	0.5440%	0.5670%	0.5860%	0.6030%	0.6170%	0.6300%	0.6410%	0.6510%
\$72,500,000.00	0.3170%	0.3900%	0.4440%	0.4860%	0.5200%	0.5480%	0.5710%	0.5900%	0.6070%	0.6210%	0.6340%	0.6450%	0.6550%
\$74,000,000.00	0.3210%	0.3940%	0.4480%	0.4900%	0.5240%	0.5520%	0.5750%	0.5940%	0.6110%	0.6250%	0.6380%	0.6490%	0.6590%
\$75,500,000.00	0.3255%	0.3985%	0.4525%	0.4945%	0.5285%	0.5565%	0.5795%	0.5985%	0.6155%	0.6295%	0.6425%	0.6535%	0.6635%
\$77,000,000.00	0.3300%	0.4030%	0.4570%	0.4990%	0.5330%	0.5610%	0.5840%	0.6030%	0.6200%	0.6340%	0.6470%	0.6580%	0.6680%
\$78,500,000.00	0.3330%	0.4060%	0.4600%	0.5020%	0.5360%	0.5640%	0.5870%	0.6060%	0.6230%	0.6370%	0.6500%	0.6610%	0.6710%
\$80,000,000.00	0.3360%	0.4090%	0.4630%	0.5050%	0.5390%	0.5670%	0.5900%	0.6090%	0.6260%	0.6400%	0.6530%	0.6640%	0.6740%

**EXHIBIT P**

**Example Rebate Calculation**

EXAMPLE 1	Annual Charge Volume	Average Transaction Size	Volume Rebate Percentage	File Turn Days	Performance Rebate Percentage	Total Rebate Percentage
Group A	\$15,000,000.00	\$257.00	0.4350%	38	0.05%	0.4850%
Group B	\$10,000,000.00	\$165.00	0.4350%	22	0.21%	0.6450%
Group C	\$3,000,000.00	\$225.00	0.4350%	43	0.00%	0.4350%
Group D	\$14,000,000.00	\$305.00	0.4350%	19	0.24%	0.6750%
Group E	\$8,000,000.00	\$100.00	0.4350%	70	NA	Did not meet File Turn Requirement
Total	\$50,000,000.00	\$225.00				
EXAMPLE 2						
BUNDLED GROUPS	Annual Charge Volume	Average Transaction Size	Volume Rebate Percentage	File Turn Days	Performance Rebate Percentage	Total Rebate Percentage
Group A	\$3,000,000.00	\$125.00	NA	38	0.05%	NA
Group B	\$9,000,000.00	\$200.00	NA	22	0.21%	NA

Group C	\$5,000,000.00	\$100.00	NA	43	0.00%	NA
Group D	\$2,000,000.00	\$75.00	NA	19	0.24%	NA
Group E	\$1,000,000.00	\$150.00	NA	70	NA	NA
Total	\$20,000,000.00	\$148.75				

**Example 2 does not meet the minimum requirement for Aggregate Transaction Size therefore no bundled group is eligible for a rebate**

**ATTACHMENT A**

<b>Group #</b>	<b>Agent #</b>	<b>Name of Entity</b>
1	1174	DOHE - CSU
1	1211	DOHE - CSU
1	1149	DOHE - CSU
1	1210	DOHE - CSU ATHLETICS
1	1148	DOHE - CSU ATHLETICS
1	1185	DOHE - CSU-PUEBLO
1	1222	DOHE - CSU-PUEBLO
2	1155	DOHE - UC BOULDER
2	1190	DOHE - UNIV OF COLORADO
2	1312	DOHE - UC BOULDER
2	1154	DOHE - UC BOULDER-ATHLETICS
2	1327	DOHE - UC COLORADO SPRINGS
2	1310	DOHE - UC COLORADO SPRINGS
2	1326	DOHE - UC DENVER
2	1309	DOHE - UC DENVER
2	1325	DOHE - UC HEALTH SCIENCES
2	1308	DOHE - UC HEALTH SCIENCES
3	1112	GENERAL GOVERNMENT - MTG
3	1113	GENERAL GOVERNMENT - CTS
3	1114	GENERAL GOVERNMENT - CARDS
3	1119	JUDICIAL - MTG
3	1120	JUDICIAL - CTS
3	1121	JUDICIAL - CARDS
3	1130	GENERAL ASSEMBLY - CTS
3	1131	GENERAL ASSEMBLY - CARDS
3	1129	GENERAL ASSEMBLY - MTG
3	1115	POLITICAL SUBDIVISIONS - MTG
3	1116	POLITICAL SUBDIVISION - CTS
3	1117	POLITICAL SBDVSN - CARDS
4	1179	DOHE - COLO SCHOOL OF MINES

4	1216	DOHE - COLO SCHOOL OF MINES
4	1318	DOHE - COLO SCHOOL OF MINES
5	1183	DOHE - ADAMS STATE COLLEGE
5	1220	DOHE - ADAMS STATE COLLEGE
5	1320	DOHE - ADAMS STATE COLLEGE
5	1171	DOHE - FT LEWIS COLLEGE
5	1208	DOHE - FT LEWIS COLLEGE
5	1146	DOHE - FT LEWIS COLLEGE
5	1168	DOHE - MESA STATE COLLEGE
5	1205	DOHE - MESA STATE COLLEGE
5	1315	DOHE - MESA STATE COLLEGE
5	1167	DOHE - METRO STATE COLLEGE
5	1204	DOHE - METRO STATE COLLEGE
5	1142	DOHE - METRO STATE COLLEGE
5	1218	DOHE - AURARIA HIGHER ED CTR
5	1126	DOHE - AURARIA HIGHER ED CTR
5	1324	DOHE - UNIVERSITY NORTHERN CO
5	1186	DOHE - UNIVERSITY NORTHERN CO
5	1223	DOHE - UNIVERSITY NORTHERN CO
5	1184	DOHE - WESTERN STATE COLLEGE
5	1221	DOHE - WESTERN STATE COLLEGE
5	1182	DOHE - ARAPAHOE CC
5	1219	DOHE - ARAPAHOE CC
5	1180	DOHE - CCCS
5	1217	DOHE - CCCS
5	1319	DOHE - CCCS
5	1178	DOHE - COMM COLLEGE AURORA
5	1215	DOHE - COMM COLLEGE AURORA
5	1214	DOHE - COMM COLLEGE DENVER
5	1152	DOHE - COMM COLLEGE DENVER
5	1209	DOHE - FRONT RANGE CC
5	1147	DOHE - FRONT RANGE CC
5	1169	DOHE - LAMAR CC
5	1206	DOHE - LAMAR CC
5	1166	DOHE - MORGAN CC

5	1203	DOHE - MORGAN CC
5	1141	DOHE - MORGAN CC
5	1165	DOHE - NORTHEASTERN JR COLL
5	1202	DOHE - NORTHEASTERN JR COLL
5	1140	DOHE - NORTHEASTERN JR COLL
5	1164	DOHE - NORTHWESTERN CC
5	1201	DOHE - NORTHWESTERN CC
5	1139	DOHE - NORTHWESTERN CC
5	1163	DOHE - OTERO JR COLLEGE
5	1199	DOHE - PIKES PEAK CC
5	1137	DOHE - PIKES PEAK CC
5	1161	DOHE - PUEBLO CC
5	1198	DOHE - PUEBLO CC
5	1136	DOHE - PUEBLO CC
5	1197	DOHE - RED ROCKS CC
5	1156	DOHE - TRINIDAD ST JR COLLEGE
5	1193	DOHE - TRINIDAD ST JR COLLEGE
5	1230	DOHE - TRINIDAD ST JR COLLEGE
5	0267	DOHE - HISTORICAL SOCIETY
5	1207	DOHE - HISTORICAL SOCIETY
5	1145	DOHE - HISTORICAL SOCIETY
5	1196	DOHE - STUDENT LOAN
5	1194	DOHE - STUDENT OBLIGATION
5	1231	DOHE - STUDENT OBLIGATION
5	1213	DOHE - COMM ON HIGHER ED

## EXHIBIT O

### Concur Expense Service Refund Opportunity

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- A. Refund Opportunity.** Subject to the terms and conditions of the original contract, 03 AEA 00330, dated April 18, 2003, including any amendments or addenda (the "Contract"), and this amendment #2 and meeting the necessary requirements of the Concur Expense Service, U.S. Bank USA shall extend to The State and/or each individual affiliate the following refund opportunity regarding the price paid by the State and/or each individual affiliate to Concur for using the Concur Expense Service offering (hereinafter, "**Refund**").
- B. Definitions.** The following definitions apply to this Amendment #2, Exhibit O: "**Concur**" means Concur Technologies, Inc., the licensed owner of the Concur Expense Service. "**Concur Agreement**" means meeting the necessary requirements of the Concur Expense Service between The State and/or each individual affiliate and Concur that govern the access and use of Concur Expense Service software and service and any applicable fees and charges, including, but not limited to any applicable Initial Set-up Fee and Monthly Subscription Fees. "**Discount Percentage**" means the amount of the potential Refund in terms of a percentage of the list price for certain portions of the Concur Expense Service that have been paid by The State and/or each individual affiliate to Concur. "**Initial Set-up Fee**" means the fee paid by The State and/or each individual affiliate to Concur under the Concur Agreement for installation and implementation of the Concur Expense Service software and systems by Concur for The State and/or each individual affiliate's. "**Monthly Subscription Fee**" means the fee paid by The State and/or each individual affiliate's to Concur on a monthly basis for access and use of the Concur Expense Service. "**Total Refund**" means a portion of the fees paid by The State and/or each individual affiliate to Concur under the terms of the Concur Agreement that U.S. Bank USA agrees to pay to The State and/or each individual affiliate in connection with Amendment #2 and Exhibit O and which is comprised of the sum of twenty percent (20%) of the Monthly Subscription Fee paid by The State and/or each individual affiliate to Concur under the terms of the Concur Agreement. "**Concur Expense Service**" means the access and expense reporting product offered to The State and/or each individual affiliate by Concur in connection with certain U.S. Bank USA Card Products as referenced on Amendment #2.
- C. Refund, Payment.** Subject to The State's and/or each individual affiliate's compliance with the terms of the Contract, this Amendment #2, and the requirements of the Concur Expense Service, U.S. Bank USA agrees to pay to The State and/or each individual affiliate a Refund in connection with the Concur Expense Service. U.S. Bank USA shall remit the Total Refund amount to the State and/or each individual affiliate on a quarterly basis following the previous quarter's payments made with good funds to Concur by the State and/or each individual affiliate (the "**Addendum Quarter**") and the Total Refund will be paid to the State and/or each individual affiliate within sixty (60) days after the end of each Addendum Quarter. If any Refund payment date falls on a non-business day, payments due shall be made on the next business day.
- D. Exceptions and Exclusions.** Notwithstanding the foregoing, no Refund payment shall be made to the State and/or each individual affiliate by U.S. Bank USA unless: (i) The State and/or each individual affiliate is in full compliance with the Contract and any applicable Amendments or Addenda; (ii) The State and/or each individual affiliate is a current and active user of the Concur Expense Service; (iii) The State and/or each individual affiliate authorizes U.S. Bank USA to disclose Data to Concur; and (iv) The State and/or each individual affiliate is in full compliance with all requirements of the Concur Expense Service.

- E. Termination of Refund.** U.S. Bank USA's obligation to pay the State and/or each individual affiliate a Refund shall terminate immediately upon notice to The State and/or each individual affiliate in the event (i) the Contract and/or this Amendment #2 is terminated for any reason; (ii) the State and/or each individual affiliate has breached a material term of the Contract and/or this Amendment #2, including, but not limited to the obligation to make payments for Charges and all Debt when due; (iii) the Concur Expense Service is terminated for any reason; or (iv) at U.S. Bank USA's sole discretion, the Contract and/or the relationship between U.S. Bank USA and the State and/or each individual affiliate ceases to be financially profitable.
- F. Governing Agreement for Services, Indemnification.** The requirements related to the Concur Expense Service, including, but not limited to reports, features, functions, obligations, support and maintenance, user requirements, passwords, security, access, payment of applicable fees and any other rights and responsibilities are governed by the Concur Agreement and U.S. Bank USA shall have no obligation or liability regarding the same. The State and/or each individual affiliate shall not make any derivative works of the Concur Expense Service.
- G. Release of Liability.** By accessing and using the **CONCUR EXPENSE SERVICE**, The State and/or each individual affiliate waives and releases U.S. Bank USA from any and all liabilities, and any and all rights, claims and remedies, whether expressed or implied, and whether arising by law or otherwise, due to any defects, errors, malfunctions or inadequacies of, inability to access or use, or misuse of, or **THIRD party interference with, SOFTWARE SERVICES OR THE DOCUMENTATION, AND FROM any other direct, indirect, incidental, special, punitive or consequential damages based on breach of contract, breach of warranty, tort, strict liability or otherwise, even if U.S. Bank USA has been advised of the possibility of such damages.**