UNIVERSITY BANKING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 31st day of March, 2010 ("Effective Date"), and by and between the University of Cincinnati, a state institution of higher education organized and operated under chapter 3361 of the Ohio Revised Code ("University") and PNC Bank, National Association, a national banking association, with its principal office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222 ("PNC Bank").

This Agreement sets forth the terms pursuant to which PNC Bank will offer the Program to Constituents of University.

1. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "Account" shall mean any new University-affiliated student, faculty, or staff personal checking account as set forth in Exhibit C attached hereto and incorporated herein by this reference, including by way of example only and not in limitation of the foregoing, free student checking and Student Virtual Wallet™, and free WorkPlace checking, with PNC Bank that is opened under the Program.

(b) "Affiliate" shall mean, with respect to either party hereto, any entity which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with PNC Bank or University; "control" shall mean the power to direct the management of the affairs of the entity; and "ownership" means the beneficial ownership of more than 50% of the equity of the entity.

(c) "Automated Teller Machine" or "ATM" shall mean an electronic terminal, together with such wiring, connections and hook-ups necessary to connect it to the STAR® or other appropriate network, that may perform one or more banking functions on behalf of customers, including, without limitation, dispensing cash, accepting deposits, making transfers between accounts and giving account balances.

(d) "Constituents" shall mean University's students, faculty, and staff collectively.

(e) "Electronic Financial Services Center" shall mean an electronic banking center, staffed with two (2) or more employees as determined solely by PNC Bank, which functions shall include by way of example but not in limitation, support customary customer service transactions such as opening new deposit accounts, accepting loan applications and any other duties necessary to provide "Financial Services" as defined below.

(f) "Financial Services" shall mean the following financial services to be offered by PNC Bank to Constituents hereunder as part of the Program: offering Linking and checking, savings and Money Market accounts that are capable of being Linked. Financial Services shall
not include credit cards. All such Financial Services shall be undertaken for the convenience of the Constituents.

(g) "Force Majeure" shall have the meaning given that term in Section 21 below.

(h) "Linking" and "Linked" shall mean the association of the University ID Card with one or more PNC Bank account(s) for the purpose of using the University ID Card for PIN-based financial transactions at point of sale or ATMs.

(i) "Mailing List" shall mean a list of all of the faculty and staff. This list shall be used by the University to mail PNC Bank’s Program material.

(j) "Preferred Provider" shall mean PNC Bank is the only financial institution to which University will extend all of the rights and privileges in this Agreement.

(k) "Program" shall mean the processing of University ID Card transactions, Linking for those who request it, and the Financial Services offered by PNC Bank to Constituents hereunder. The Program shall also include offering financial seminars, establishing and operating the EFSC and installing and operating any PNC Bank ATMs on the University’s campus.

(l) "Program Goals" shall mean the number of new Accounts opened by PNC Bank for the Constituents.

(m) "Royalty" shall have the meaning given that term in Section 3(b).

(n) "Student-List" shall mean a list of currently enrolled students at the University, both undergraduate and graduate levels. This list shall be used by the University to mail PNC Bank’s Program material.

(o) "University ID Card" shall mean the ID card owned and issued by the University.

(p) "University Marks" shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by University, including those set forth on Exhibit F attached hereto and incorporated herein by this reference.

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on the fifth anniversary of the Effective Date ("Initial Term"). The University may renew this Agreement for up to three (3) successive terms of one (1) year each (each a "Renewal Term"), provided that the parties mutually establish new Program Goals and Royalty payments at least one hundred and eighty (180) days in advance of the expiration of the then-current Term. The Initial Term and each Renewal Term may be referred to herein as a "Term".
3. ROYALTY, PAYMENT TERMS

(a) Each anniversary of the Term, beginning with the first day of the month following the Effective Date (each a “Program Year”), the parties shall conduct an annual review of the performance of the applicable year of the Program compared to the agreed upon Program Goals outlined below:

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Students - New Accounts</td>
<td>4,700</td>
<td>4,450</td>
<td>4,470</td>
<td>4,490</td>
<td>4,500</td>
</tr>
<tr>
<td>Faculty and Staff - New Accounts</td>
<td>200</td>
<td>250</td>
<td>280</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>TOTAL</td>
<td>4,900</td>
<td>4,700</td>
<td>4,750</td>
<td>4,790</td>
<td>4,800</td>
</tr>
</tbody>
</table>

Account numbers are based on a Program Year. Program Goals may be adjusted by mutual consent.

(b) In exchange for the consideration provided under this Agreement, PNC Bank will pay to University an annual license fee (“Royalty”) calculated in accordance with this paragraph or, if applicable, paragraph (c) below. In the event that University attains the Program Goal (TOTAL) for a calendar year as specified in paragraph (a) above, PNC Bank will pay to University the following Royalty:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$200,000</td>
</tr>
<tr>
<td>2</td>
<td>$250,000</td>
</tr>
<tr>
<td>3</td>
<td>$300,000</td>
</tr>
<tr>
<td>4</td>
<td>$350,000</td>
</tr>
<tr>
<td>5</td>
<td>$400,000</td>
</tr>
</tbody>
</table>

In addition, PNC Bank will pay University, as a guaranteed payment, a Signing Bonus of $225,000 (to be paid within sixty (60) days after execution of this Agreement) and $25,000 to be paid toward re-carding efforts.

**TOTAL** $1,750,000

(c) Notwithstanding paragraph (b) above, in the event that University does not attain the Program Goal (TOTAL) for any Program Year as specified in paragraph (a) above, PNC Bank will pay to University for that calendar year a minimum guaranteed Royalty equal to the greater of (i) an amount equal to the Royalty stated in paragraph (b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the calendar year and the denominator of which is the Program Goal (TOTAL) for that calendar year; or (ii) an amount equal to fifty percent (50%) of the Royalty stated in paragraph (b) for the applicable Program year.
(d) For any Program Year in which the Program Goal is exceeded by ten percent (10%) or more, the Royalty will be increased by ten percent (10%) for such calendar year.

(e) Annual Royalties will be paid within 60 days of the completion of a Program Year. PNC Bank shall forward a check for any payments due to University annually to such address as University may designate to PNC Bank in writing from time to time.

4. PRODUCTS AND SERVICES

(a) PNC Bank shall provide Financial Services during the Term.

(b) Throughout the Term, PNC Bank shall provide administrative, management, consulting, mechanical, and operational services and personnel sufficiently necessary to fulfill its obligations completely as described herein, in a competent, capable, qualified, professional and first-class manner. PNC Bank warrants that all services and activities to be provided by PNC Bank hereunder will be performed in accordance with sound and professional principles and practices, consistent with generally accepted industry standards, and shall reflect PNC Bank’s best professional knowledge, skill and judgment, all of which shall be at a level appropriate to University’s requirements for the services to be performed.

5. PNC BANK’S EMPLOYEES

(a) PNC Bank and University are independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture or co-employer or joint employer relationship by and between University and PNC Bank.

(b) University and PNC Bank shall have the sole and exclusive right to select, direct, discipline and terminate their own respective employees and to determine the terms and conditions of their employment in accordance with applicable law. Each party shall have the right to inform the other party of any employee of such other party, who fulfills obligations hereunder for such party, whose conduct, in its good faith opinion, violates the terms of this Agreement or is otherwise unsatisfactory. Within sixty (60) days of receiving an employee-related complaint, the party receiving such complaint shall address such issues raised in accordance with its established employment policies.

(c) PNC Bank shall only employ individuals to perform its obligations hereunder who are authorized to work in the United States.

(d) When on or about the property of University, PNC Bank agrees that its employees, contractors and agents shall observe such reasonable rules and regulations as University shall reasonably prescribe from time to time for the general population of its campus and including such rules and regulations as are presently set forth in Exhibit B hereof. University shall promptly update Exhibit B from time to time, or otherwise notify PNC Bank in writing, of any modification its rules and regulations.
(e) PNC Bank shall be fully responsible for the acts of its employees, contractors and agents and shall take all reasonable precautions to prevent injury or loss to persons and property and shall be responsible for all damage to persons or property caused by PNC Bank or its employees, contractors or agents. Further, PNC Bank assumes all liability arising out of dishonesty of its employees, contractors or agents.

(f) When commercially feasible, PNC Bank shall introduce employees to be assigned to perform services hereunder, in advance of their commencing work with the University, to a designated person(s) at the University. PNC Bank shall consider any good faith opinion expressed by the University of the proposed employee’s suitability for working with the University. PNC Bank’s employment decision shall be unilateral and made in accordance with its corporate employment policies.

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

(a) Promote the availability of the Program to its students, faculty and staff as mutually agreed upon by PNC Bank and University including publicizing PNC Bank’s status as established under this Agreement;

(b) Permit PNC Bank the right to market the Program and Financial Services to Constituents;

(c) Provide a University officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank and explains the Program. The letter shall be subject to the prior consent of the University which consent or denial shall not be unreasonably withheld, conditioned or delayed;

(d) Distribute marketing materials provided by PNC Bank for the Program to Constituents, on a mutually agreed upon frequency;

(e) Designate PNC Bank as the only entity permitted to offer and provide Linking upon request, other than the University itself, which will maintain its current program, known as the “Bearcat Card” program;

(f) As may be required for PNC Bank to fulfill its commitments hereunder, permit PNC Bank to work with University’s vendors; and

(g) Permit PNC Bank physical access on campus and presence at campus events necessary for PNC Bank to exercise the marketing rights enumerated herein.

(h) Make available the following marketing rights for the Program:
Students:

- Permitting on-campus tabling in approved sales and solicitation areas by PNC Bank at University events such as freshmen orientations, student fairs, etc.
- Direct mailings by the University, at PNC Bank’s expense, at least twice per year, to the University or home addresses of incoming students.
- Mailings by the University, at PNC Bank’s expense, to the Student List at the beginning of each quarter or semester, as applicable.
- Permitting on campus promotions, and giveaways in approved sales and solicitation areas sponsored by PNC Bank.
- Permitting the distribution by PNC Bank of Program communications in approved sales and solicitation areas (which Program communications bearing University Marks shall be approved in writing in advance by University, and such approval shall not be unreasonably withheld, conditioned or delayed).
- Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
- Promoting agreed upon student events to be sponsored by PNC Bank.
- Providing a web link from University’s campus services web areas on the University’s web site to a customized site at www.pnc.com/uc and www.pnc.com/uc/apply (on line application).
- Permitting the use of intra-campus mail from time to time for the distribution by PNC Bank of mutually agreed upon Program communications.
- Permitting the establishment of agreed upon on-campus financial seminars from time to time that are pre-approved by University which approval shall not be unreasonably withheld, conditioned or delayed.

Faculty/Staff:

- Distributing materials about the Program at new hire orientations.
- Permitting on campus promotions, giveaways, etc. sponsored by PNC Bank.
- Permitting on-campus tabling by PNC Bank at University events including but not limited to benefit-related fairs, direct deposit fairs, etc.
- Mailing PNC Bank Program material on a semi-annual basis at PNC Bank’s expense, to the Mailing List.
- Permitting PNC Bank’s presenting agreed upon on-campus financial seminars from time to time with individual University departments.
- Mentioning of PNC Bank and the Program from time to time in agreed upon University publications and mailings.
- Permitting the use of intra-campus mail from time to time for distribution by PNC Bank of mutually agreed upon Program communications approved in writing in advance by University, which approval shall not be unreasonably withheld, conditioned or delayed.
• Advertising by PNC Bank in University publications and mailings at agreed-upon fees
• Providing a Web link from University’s Human Resources web site and other key areas on the University’s web site to a customized site at www.pnc.com/wpb/uc

(i) Permit PNC Bank to use University’s name in press releases and in proposals and presentations to other potential clients;

(j) For the fulfillment of the above, license to PNC Bank the right to use the University Marks pursuant to the License Agreement set forth at Exhibit F, attached hereto and incorporated herein by this reference.

(k) Grant PNC Bank ATM deployment privileges on campus. The University grants PNC Bank the right to deploy a minimum of 9 ATMs as of the Effective Date. Two of the ATMs shall be located in the EFSF and the grant and privileges associated with such ATMs shall be governed by and in accordance with the provisions of the terms and conditions of that certain License Agreement between PNC Bank and University and entered into contemporaneously with this Agreement (“License”), which is attached hereto as Exhibit A and incorporated herein by this reference. The remainder of the ATMs (and the associated grant of ATM privileges with respect these ATMs) shall be governed by and in accordance with the provisions of the Master License Agreement between PNC Bank and University entered into contemporaneously with this Agreement, which is attached hereto as Exhibit A and incorporated herein by this reference;

(l) Grant PNC Bank the right of first refusal with respect to all current and future ATM locations not addressed in Section 6(k) above. Specifically:
   i) If the University establishes a new business location(s) separate from the current campus, then it shall offer PNC Bank the right of first refusal to determine whether it will deploy ATM(s) at the new location(s) for a reasonable fee. In the event that PNC Bank declines to deploy ATM(s) at the new location(s), the University may offer the opportunity to deploy ATM(s) to a non-PNC Bank ATM provider.
   ii) If the University seeks to establish a new ATM location on the current campus, it shall give PNC Bank the right of first refusal to determine whether it will deploy ATM(s) at the proposed site. If PNC Bank elects to deploy ATM(s) at any proposed site, it shall do so without the payment of any additional fees hereunder.
   iii) If existing non-PNC Bank ATM deployers that have locations on the current campus as of the Effective Date, abandon their locations, or if their ATM leases or rights to deploy ATMs expire, then the University shall give PNC Bank the right of first refusal to determine whether it will deploy ATM(s) at the non-PNC Bank ATM site(s) that become available as the result of abandonment, or the expiration of ATM lease or deployment rights. If PNC Bank elects to deploy ATMs pursuant to this Section 6(l)(iii), it shall do so without the payment of any additional fees hereunder.
   iv) A third party’s right to deploy an ATM on the University campus pursuant to a new or renewed lease commencing after the Effective Date shall be for a term of no longer than one year.
v) For purposes of this Section 6(l) "right of first refusal" shall mean that A) University shall offer PNC Bank the opportunity to deploy an additional ATM, B) PNC Bank shall inform University within thirty (30) days of receipt of the offer of whether it will deploy an ATM and C) if PNC Bank declines to deploy the ATM, University may offer the deployment opportunity to a third party(ies) of its choice.

(m) Acknowledge PNC Bank's option to impose a surcharge for the use of its ATM(s). The surcharge shall be in the same amount as the surcharge imposed for use of PNC Bank branch ATMs in the Cincinnati area. In the event the branch ATM surcharge is increased, then the surcharge applicable to the ATMs hereunder shall also increase. In no event will PNC Bank impose a surcharge hereunder that is applicable only to University's Constituents; and

(n) Prohibit any other financial institution from establishing and/or operating a manned EFSC or a bank branch on campus. Notwithstanding the foregoing, Cinco Family Financial Center Credit Union shall be permitted to maintain a branch on campus at a location; however, such location shall in no event be in the Tangeman University Center. PNC Bank agrees to this exception to its exclusive right to operate bank branches on the campus. University shall not grant to any other party the right or privilege to operate a financial services branch on campus. As used herein, "campus" means the real property owned by the State of Ohio on behalf of the University contained within the boundary of Clifton Avenue, Martin Luther King Drive, Jefferson Avenue, and Calhoun Street, but excludes the property occupying the air rights above Calhoun Garage.

(o) Use reasonable commercial efforts to make an annual assessment of the number of transactions at non-PNC Bank ATMs on campus in order to determine if non-PNC ATMs can be removed from campus.

(p) To enable the linking of the University ID card:

- Encode of track 2 of the magnetic stripe on the back of each University ID Card to enable the University ID Card to function as a debit card with Accounts

- Add a disclosure statement printed on the back of each University ID Card to read as follows, "ATM function requires a linked PNC Bank deposit account"

- Permit logos to be printed on the back of each University ID Card as required by PNC Bank or its vendors including the names Star®, Plus and PNC Bank

- Display the issued University ID Card number on the front of the University ID Card

The parties may amend the commitments under this Section 6(n) upon mutual agreement.
COMMITMENTS OF PNC BANK:

At its cost, except as the parties may otherwise agree from time to time, during the Term PNC Bank shall:

(a) Offer the Program to Constituents;

(b) Market the Program by, among other things:

- At times mutually agreed between the parties, providing materials for the mailing of PNC Bank's advertising and promotional information to Constituents;
- Marketing the Program to Constituents as mutually agreeable during the Term, in accordance with Section 6 above;
- At its sole cost and expense, designing and creating all marketing materials, as described above, subject to the prior written approval of University which shall not be unreasonably withheld, conditioned or delayed;
- At PNC Bank's sole cost and expense, marketing to Constituents through mailings, advertisements in University publications, e-mail, tabling at new student orientation and similar events;
- Offering Constituents who open an Account pursuant to the Program with a PNC Bank, the option to receive any other services that PNC Bank otherwise offers in conjunction with its accounts;
- Providing Linking the University ID Card to Accounts;
- Exercising the Preferred Provider rights and privileges for the Program with respect to Constituents;
- Providing University with a quarterly report of new Accounts opened;
- Upon request, and no more often than once per calendar quarter of the Term, providing University with ATM transaction activity hereunder;

(c) Establish and operate the ESFC pursuant to the terms and conditions of Exhibit G.

(d) Offer to Constituents Linking to the Accounts with terms as set forth on Exhibit C. Provide University with notice prior to changing or withdrawing any product offering on Exhibit C. The products offered by PNC Bank during the Term may change from time to time in response to PNC Bank corporate initiatives; however, PNC shall ensure that the products in the Program shall remain competitive with comparable products offered in the banking market where the University is located.

(e) Use PNC Bank's reasonable commercial efforts to identify Account applicants as Constituents at the time of Account opening and record such Accounts as part of the Program.
8. **JOINT OBLIGATIONS**

The parties agree that they shall:

(a) Issue a press release, jointly approved, upon execution of this Agreement;

(b) Conduct, in good faith, an annual review of the success of the Program in accordance with Section 3; reviews shall be quarterly for the first two years;

(c) Engage in good faith discussions to determine a methodology to enable a Program participant to transfer funds between an Account and that Program participant’s Bearcat Card account. If the University chooses, the parties will implement the agreed upon methodology.

(d) Execute the following agreements, each of which constitutes an Exhibit hereto and which shall be incorporated herein:
   
   Master License Agreement
   Web Linking Agreement
   Electronic Financial Services Center Lease;

and

(e) Review and approve an annual marketing plan, the value of which shall be approximately seventy-five thousand dollars ($75,000).

9. **INSURANCE**

(a) During the Term, PNC Bank shall maintain at its own expense full and adequate insurance with insurance carriers licensed to do business in the State of Ohio, having at least an A.M. Best rating (or similar rating) of at least an “A-“, as follows:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 Each Occurrence</td>
<td></td>
</tr>
<tr>
<td>$3,000,000 General Aggregate</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 Products – Completed Operations</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 Personal and Advertising Injury</td>
<td></td>
</tr>
<tr>
<td>$ 100,000 Fire Damage (any one fire)</td>
<td></td>
</tr>
<tr>
<td>$ 5,000 Medical Expense (any one person)</td>
<td></td>
</tr>
</tbody>
</table>
(ISO GCL 1998 Form or equivalent required)

AUTOMOBILE LIABILITY (including all Owned, hired car and non-owned automobile)

$1,000,000 Each Occurrence
$1,000,000 Aggregate

WORKERS COMPENSATION

Statutory

UMBRELLA/EXCESS LIABILITY

$5,000,000 Each Occurrence
$5,000,000 Aggregate

EMPLOYER’S LIABILITY

$1,000,000 Each Accident
$1,000,000 Disease-Policy Limit
$1,000,000 Disease-Each Employee

COMPREHENSIVE CRIME

$1,000,000 Employee Theft Coverage
$1,000,000 Premises Coverage
$1,000,000 Transit Coverage
$1,000,000 Depositors Forgery Coverage

PNC Bank shall name University as an additional insured on PNC Bank's General, Umbrella, Comprehensive, Crime, and Automobile Liability policies. Such policies shall contain a provision that the insurance shall not be cancelled without thirty (30) days prior written notice to University. If PNC Bank fails to maintain any of this insurance, University shall have the right, but not the obligation, to purchase any such insurance at PNC Bank's expense. It is understood and agreed that PNC Bank’s insurance applies on a “primary” basis with respect to the performance of any of PNC Bank’s rights or obligations hereunder.

(b) University shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, such fire and casualty insurance policies and public liability coverage in such amounts and on such terms as University considers appropriate in an amount not less than $1,000,000.00.
10. **REPRESENTATIONS AND WARRANTIES**

   (a) University represents and warrants, as of the Effective Date and during the Term of this Agreement, that:

   (i) University is duly organized, validly existing and in good standing under the laws of the state(s) in which it operates and has the requisite corporate power and authority to enter into this Agreement;

   (ii) The execution, delivery and performance of this Agreement by University is within University’s powers, has been duly authorized by all necessary corporate action, and does not violate, conflict with or constitute a breach under any articles of incorporation or charter, bylaw, law, regulation, contract or obligation applicable to University;

   (iii) This Agreement constitutes a legal, valid and binding obligation of University, enforceable against it in accordance with its terms;

   (iv) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the execution, delivery and performance by University of this Agreement;

   (v) University’s employees, directors, officers or agents shall not make any representation, warranty, promise or statement to any customer regarding the approval, decline, collection, processing, or any other handling of customer’s products or services as provided by PNC Bank. Any questions regarding PNC Bank’s products or services shall be immediately referred to PNC Bank;

   (vi) No information, schedule, exhibit, or financial information furnished or to be furnished by University to PNC Bank in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading;

   (vii) University has not entered and will not enter any agreement that would prohibit University from fulfilling its duties and obligations under the terms of this Agreement; and

   (viii) During the Term of this Agreement, University (A) will promote the Program, and (B) has granted PNC Bank the exclusive right to market the Program to Constituents on campus and has not granted that right to any other financial institution.

   (b) PNC Bank represents and warrants as of the Effective Date and during the Term of this Agreement that:
(i) PNC Bank is a national banking association organized, validly existing and in good standing under the laws of the United States, and is FDIC insured, and has the requisite corporate power and authority to enter into this Agreement;

(ii) PNC Bank’s execution, delivery and performance of this Agreement are within PNC Bank’s corporate powers, have been duly authorized by all necessary corporate action and do not contravene PNC Bank’s bylaws or charter or any law or contractual restrictions to which it is subject;

(iii) Any authorization or approval or other action by, or notice to or filing with, any governmental authority or regulatory body that is required for the execution, delivery and performance by PNC Bank of this Agreement shall be obtained in a timely manner;

(iv) This Agreement constitutes a legal, valid and binding obligation of PNC Bank, enforceable against it in accordance with its terms;

(v) No information, schedule, exhibit, financial information furnished or to be furnished by PNC Bank to University in connection with this Agreement is inaccurate in any material respect as of the date it is dated or contains any material misstatement of fact or omits to state a material fact or any fact necessary to make the statements contained therein not misleading; and

(vi) In its performance and activities hereunder, including but not limited to its creation and provision of the marketing and advertising materials used by PNC Bank to generate applications, Accounts or any and all other customer relationships, PNC Bank shall, at all times, comply with all applicable federal, state or local rules, laws or regulations and use best efforts in the performance of the Program.

11. LOCATIONS/SIGNS

University shall permit PNC Bank to place signs advertising the Program in locations on University’s campus that are mutually acceptable to both parties. PNC Bank must have University’s prior written approval for size, content and colors of any signs, which approval shall not be unreasonably withheld, conditioned or delayed. Locations set forth in Exhibit E are available for signage under separate contract. Written approval or denial shall be provided within ten (10) business days of the request by PNC Bank.

12. ADVERTISING, PROMOTION AND RELATED ACTIVITIES

(a) PNC Bank may advertise the Program in such media and in such manner, as the parties shall mutually agree. PNC Bank may identify University as its client in the ordinary course of its banking business. Notwithstanding the foregoing, University must have PNC Bank’s prior written approval for any advertising materials that include any references to PNC Bank’s products or services, which consent shall not be unreasonably withheld or delayed. Written approval or denial shall be provided within ten (10) business days of the request by University.
(b) The parties may conduct joint promotional activities if they mutually agree to do so.

(c) University shall grant PNC Bank priority placement of advertisements to that of other banks to be contained in mutually agreed upon University controlled publications generally directed to Constituents. Such advertisement placement by PNC Bank shall be at the standard publication rate for publications owned or operated by University. Notwithstanding the foregoing, PNC Bank must have University’s prior written approval for any advertising materials that are included in University’s publications, which consent shall not be unreasonably withheld or delayed. Written approval or denial shall be provided within ten (10) business days of the request by PNC Bank. The University’s obligation to provide equal priority placement as aforesaid, shall not be applicable to advertisements that are subject to the terms of a sponsorship or marketing agreement between the University and another financial institution.

(d) In addition to the provisions of Section 6, University shall provide PNC Bank access to such University resources as may be appropriate and necessary to promote the Program and the Financial Services in appropriate mailings and other applicable media that are provided to incoming and returning Constituents as mutually agreed upon. Notwithstanding the foregoing, University shall permit the annual mailing of Program materials prepared by PNC Bank to then-graduating students pursuant to Section 6(b) above.

(e) Nothing contained in this Agreement shall be construed to grant PNC Bank any rights to use any University Marks other than those listed in Exhibit F or such other University Marks containing the words “University of Cincinnati” as the University may deem appropriate from time to time. Further, nothing contained in this Agreement shall be construed to grant PNC Bank any marketing rights, media rights, sponsorship rights, or any other rights or interests in relation to any University athletics events, facilities, publications, apparel, merchandise, or other athletics opportunities.

13. **INDEMNIFICATION**

Intentionally left blank.

14. **LIMITATION OF LIABILITY**

**NO PARTY SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR BUSINESS OPPORTUNITIES, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH; PROVIDED, HOWEVER, THAT THIS LIMITATION OF LIABILITY WILL NOT APPLY TO ANY CLAIM ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, ANY CLAIM ARISING FROM BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT OR ANY THIRD PARTY CLAIM.**
TAXES

PNC Bank shall pay all taxes properly assessed against it or its property by any taxing authority because of its operations and conduct of its business (including PNC Bank's income, employment of personnel, franchise, sales, use and excise taxes) and shall pay all personal property taxes assessed on its fixtures, equipment and furnishings. Neither party shall have any obligation to pay taxes related to the opposite party's operations or conduct of its business (including its income, employment of personnel, franchise, sales, use and excise taxes).

ASSIGNMENT/BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns provided, however, that neither this Agreement, nor any of the rights and obligations hereunder, may be assigned, transferred or delegated by either party, without the prior written consent of the other party; and provided further, however, that this Agreement may be assigned by either party without the consent of the other party hereto to any Affiliate of the assigning party.

TERMINATION

(a) A non-breaching party hereto may declare this Agreement terminated without prejudice to any additional remedy which may be available to it if: i) a party breaches any material covenant in this Agreement and fails to remedy same within twenty (20) calendar days after receipt of written notice of such breach from the non-breaching party; or ii) the breach cannot be cured.

(b) In the event that a party shall become insolvent, bankrupt or make any assignment for the benefit of creditors, or if its interest hereunder shall be levied upon or sold under execution or other legal process, without prejudice to any additional remedy which may be available to the other party, the other party may declare this Agreement terminated.

(c) University may terminate this Agreement at any time by providing at least one hundred eighty (180) days prior written notice to PNC Bank of its intent to terminate. Upon exercising the foregoing right, University shall have been deemed to forfeit any additional payments to be made by PNC Bank to University that would have been due and payable after the effective date of the termination of this Agreement. Moreover, the University shall reimburse PNC Bank for its capital expenditures, as contained on PNC Bank's books, made to further its performance under this Agreement, less an amount equal to the depreciation of such capital expenditures taken up to and including the effective date of termination of this Agreement.

CONFIDENTIALITY

(a) Each of PNC Bank and University agrees that all information, whether oral or written or via computer disk or electronic media, to which the other is given access or is made available to the other, including to each party's director's, officers, employees, Affiliates, agents
or representatives, is referred to hereinafter as “Confidential Information.” Confidential Information shall include, without limitation, all technology, know-how, processes, software, databases, trade secrets, contracts, proprietary information, all historical and financial information, business strategies, operating data and organizational and cost structures, product descriptions, pricing information, customer or Constituent information, which includes, without limitation, names, addresses, telephone numbers, account numbers, demographic, financial and transactional information or customer or Constituent lists, whether received before or after the date hereof. Confidential Information also includes information of any parent, subsidiary or Affiliate of PNC Bank or University. Each party, agrees to hold such Confidential Information in strictest confidence, not to make use thereof except in connection with the performance of this Agreement, and not to release or disclose any Confidential Information to any other party with the exception of parent companies, subsidiaries and affiliated companies, consultants, auditors, attorneys and other professionals who need to know the Confidential Information in order to perform their services; regulators; and prospective assignees, transferees or other successor to the rights of the parties, provided that in all such cases the third parties receiving the Confidential Information shall agree to hold such Confidential Information in strictest confidence consistent with this Section 18. In the event of a breach of the foregoing, the non-breaching party shall be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, as its sole and exclusive remedy.

(b) Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to a requirement or request of a governmental agency or pursuant to a court or administrative subpoena, order or other such legal or administrative process or requirement of law, or in defense of any claims or causes of action asserted by the disclosing party; provided, however, that prior to disclosing the Confidential Information, the disclosing party shall (i) first notify the other party of such request or requirement, or use in defense of a claim, unless such notice is prohibited by statute, rule or court order, (ii) attempt to obtain the consent of the non-disclosing party to the disclosure of the Confidential Information, and (iii) in the event consent to disclosure is not given by the non-disclosing party, the disclosing party agrees that the non-disclosing party shall have the right to pursue a motion to quash or other similar procedural step in order to try to prevent the production or publication of the specific Confidential Information. Notwithstanding anything herein to the contrary, nothing herein is intended to require, nor shall it be deemed or construed to require, either party to fail to comply, on a timely basis, with a subpoena, court or administrative order or other process, or requirement.

(c) It is understood and agreed that the obligation to protect Confidential Information shall be satisfied if the parties utilize the same control (but no less than commercially reasonable controls) as it employs to avoid disclosure of its own confidential and valuable information and the parties shall have appropriate policies and procedures in effect to (a) ensure the security and confidentiality of the Confidential Information, (b) protect against any anticipated threats or hazards to the security or integrity of such Confidential Information, and (c) protect against unauthorized access to or use of such Confidential Information that could result in harm or inconvenience to the parties or their customers or Constituents.
19. ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto, if any, constitutes the entire agreement and understanding among the parties with respect to the subject matter herein and the transactions contemplated herein and any and all previous understandings, proposals, negotiations, agreements, commitments and representations, whether oral or written, are merged herein and are superseded hereby. If there is a conflict between the terms of this Agreement and any Schedule or Exhibit attached hereto, the terms of this Agreement shall control.

20. AMENDMENT

No modification, amendment or waiver of any provisions of this Agreement shall be valid unless it is in writing and signed by the parties.

21. FORCE MAJEURE

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement if such delay or failure is caused by acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, unusually sever weather conditions, or any other similar cause beyond its reasonable control and which occurs without its fault or negligence.

In the event that any material change in any applicable government regulation makes the continued performance of this Agreement under the then current terms and conditions unduly burdensome, then either party will have the right to terminate this Agreement upon ninety days advance written notice. Such written notice is not effective unless it includes an explanation and evidence of the burden imposed as a result of such change.

22. HEADINGS

The headings contained in this Agreement are solely for the convenience of the parties and should not be used or relied upon in any manner in the construction or interpretation of this Agreement.

23. SEVERABILITY

Any element of this Agreement held to violate a law or regulation shall be deemed void and all remaining provisions shall continue in force. The parties shall in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing or achieving the intent of the original provision.
24. **GOVERNING LAW/JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its provisions relating to the conflict of laws. Each party agrees that it is and shall remain subject to the *in personam, in rem* and subject matter jurisdiction of the state and federal courts in the State of Ohio for all purposes pertaining to this Agreement and all documents and instruments executed in connection or in any way pertaining hereto.

25. **NOTICES**

All notices which either party may be required or desire to give to the other party shall be in writing and shall be given and deemed served on the date when hand delivered in writing to the applicable party, or if sent by certified mail, return receipt requested, or by courier service, notice shall be deemed served on the date received. Notices sent by e-mail hereunder shall be confirmed by promptly sending such notice in hard copy as set forth in this Section. Notices sent by mail or courier shall be sent to the following addresses:

If to University then to:

University of Cincinnati  
PO Box 210046  
Cincinnati OH 45221-0046  
ATTN: Senior Associate VP, Campus Services

With a copy to:

University of Cincinnati  
Office of the General Counsel  
PO Box 210623  
Cincinnati OH 45221-0623  
ATTN: General Counsel

If to PNC Bank, then to:

PNC Bank, National Association  
One PNC Plaza  
249 Fifth Avenue, 20th Floor  
Pittsburgh, Pennsylvania 15222  
ATTN: Manager, University Banking
With a copy to:

PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue
P1:POPP-21-1
Pittsburgh, Pennsylvania 15222
ATTN: Chief Counsel, Consumer Bank

The names and addresses for the purpose of this Section may be changed by either party giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein, if no such written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

26. RELATIONSHIP

Nothing in this Agreement is intended to nor does it create the relationship of employer and employee, principal and agent, partners or joint venturers between University and PNC Bank.

27. WAIVER

Any term or condition of this Agreement maybe waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by all parties. The failure or delay of any party to require performance of any provisions shall not constitute any waiver thereof, unless and until such performance has been waived by such party in writing in accordance with the terms hereof. No waiver by any party of any term or condition of this Agreement, in any one or more instances shall be deemed to be construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, shall be cumulative and not alternative.

28. REMEDIES

All remedies provided for under the terms of this Agreement shall be cumulative and not alternative.

29. COUNTERPARTS

This Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

19
IN WITNESS WHEREOF, the parties have caused duplicate counterparts of this Agreement to be duly executed as of the Effective Date.

PNC Bank, National Association
("PNC Bank")
By: ____________________________
Name: Nicholas Centa
Title: SE, Vice President
Date: 3/17/2010

University of Cincinnati
("University")
By: ____________________________
Name: James McMurrey
Title: VP Finance
Date: 3/30/10

University of Cincinnati
("University")
By: ____________________________
Name: Charles E. Jake IV, Esq.
Title: Assistant General Counsel
Assistant Contracting Officer

Date: 5/10/2010
EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
Applicable University Policies and Rules

EXHIBIT C
Account Terms and Offers

EXHIBIT D
Web Linking Agreement

EXHIBIT E
Sponsorship Opportunities

EXHIBIT F
University Marks

EXHIBIT G
Electronic Financial Services Center Lease
EXHIBIT A

ATM MASTER LICENSE AGREEMENT

THIS ATM MASTER LICENSE AGREEMENT ("ATM Agreement") is entered into by and between the University of Cincinnati ("University"), and PNC Bank, National Association, ("PNC Bank"). This ATM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this ATM Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

WHEREAS, University and PNC Bank have entered into the Banking Services Agreement pursuant to which PNC Bank has agreed to provide Financial Services, including ATM(s), to University's Constituents; and

WHEREAS, the parties agree that the ATM(s) shall be subject to the terms of the Banking Services Agreement, this ATM Agreement and the specific Licenses (as defined below),

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, it is agreed as follows:

1. LICENSE

PNC Bank and University shall from time to time enter into licenses, each such license to be in the form which is attached hereto as Schedule A which is a supplement to this ATM Agreement and which, when executed shall constitute a License ("License"), to cover such ATM(s) and to contain such special provisions respecting terms, covenants, conditions and provisions as PNC Bank and University may agree. Each such License shall, in addition to its special provisions, incorporate by reference all of the terms, conditions, covenants and provisions of this ATM Agreement and the Banking Services Agreement, as applicable.

2. GRANT OF LICENSE

University hereby grants to PNC Bank the right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace, operate and remove ATM(s), together with related Equipment and Installations (as defined in Section 5 hereof) on real property owned by the University ("University Property") at the location(s) (the "Locations") set forth in the Licenses.

3. LOCATION OF ATM(s)

The ATM(s) shall be located within or about such Locations as the parties may mutually agree. The initial Locations will be as indicated in the Licenses. The ATM(s), together with
related Equipment and Installations, may be removed or relocated only upon the mutual agreement of the parties. Notwithstanding the above, an ATM may be moved temporarily for security reasons, in the event of fire, casualty, riot or other emergency, provided that University uses reasonable efforts to promptly notify PNC Bank of such event, and to protect the security of the ATM(s) in accordance with University’s customary security standards used for its facilities generally.

4. ATM(s)

PNC Bank shall install a minimum of two (2) ATMs under this Agreement. Each of the ATM(s) installed shall perform cash withdrawals, transfers and balance inquiries. (An additional ATM provided under the Banking Services Agreement shall not be governed by this Agreement and shall be located in the Electronic Financial Services Center to be established by PNC Bank).

All ATM(s) subject to this ATM Agreement will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time, including, without limiting the foregoing, the ability to display screen graphics approved by University. PNC Bank shall have the right, with University’s approval, not to be unreasonably withheld, conditioned or delayed, to substitute a different make, model or type of ATM from time to time.

5. INSTALLATIONS

(a) PNC Bank shall, using its own independent contractors, at its own expense, install at the Locations in accordance with the agreed upon plans:

(i) ATM(s) and, at its option, additional modules to the ATM(s) thereafter;

(ii) such related machinery and equipment, including telecommunications equipment, alarm systems and signs (the “Equipment”), as are to be installed within the interior of the Locations; and

(iii) such wiring, connections, and hook-ups as are required to connect the ATM(s) to the dominant regional ATM network (the “Installations”).

(b) University shall permit PNC Bank to install the ATM(s) and related Equipment and Installations as follows:

(i) At the Locations mutually agreed upon;

(ii) In any instance in which approval must be obtained from a third party prior to an Installation hereunder, the parties shall cooperate in good faith to determine the most expedient and equitable process by which to secure such approval in a timely manner and use commercially reasonable efforts to promptly execute such process.
(iii) PNC Bank will indemnify and save University, its Affiliates and its successors, assigns, trustees, officers, employees and agents harmless from and against all liability, loss, cost and expense arising in connection with the Installation; and

(iv) Upon termination or expiration of this ATM Agreement, PNC Bank shall within thirty (30) days of such termination or expiration remove the ATM(s) and all portions of the related Equipment and Installations not installed within utility company conduits or rights of way or within the walls, floors or ceiling of the Locations and may, at its option, remove any other portions of the related Equipment and Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal and restore the Locations to their condition immediately prior to the time the ATM(s) were installed, reasonable wear and tear and damage due to casualty excepted.

(c) Signs may be installed only upon the mutual agreement of the parties. PNC Bank shall pay the costs of the signs and costs of the installation, maintenance and removal of the signs.

6. **TITLE**

Title to and ownership of the ATM(s) and the related Equipment and Installations shall at all times be and remain in PNC Bank free and clear of all rights, title, interest, liens, security interests or claims owned, held, created or suffered by any person or entity claiming under, by or through University and such property shall be deemed movable personal property and not fixtures. Nothing herein shall be deemed to constitute a conveyance from PNC Bank to University of the ATM(s), related Equipment or Installations. University will request from any persons or entities owning or holding title to or liens upon or leases, security interests or other interests in the Locations written waivers or releases in form and substance reasonably acceptable to PNC Bank confirming that such party has no legal claims or interests in the ATM(s) and further confirming PNC Bank's rights under this ATM Agreement. PNC Bank shall have the right to place a label on each ATM indicating its interest in such machine and related Equipment and Installations which label University agrees not to disturb.

7. **OPERATION, SERVICING, MAINTENANCE AND REPAIR**

The operation, servicing, maintenance and repair of the ATM(s) and the related Equipment and Installations shall be under the sole control of PNC Bank and its agents, employees and independent contractors. University shall permit reasonable access to the ATM(s) and related Equipment and Installations for all of the foregoing purposes during all normal operating hours of the business at the Locations. PNC Bank shall require all of its employees, agents and independent contractors who perform any of the aforesaid tasks at the Locations to (a) carry and present identification upon University's request, and (b) cause as little disruption as possible to University's business.
University will:

(a) pay for the electricity usage by the ATM(s) and install the necessary outlets and connections, if required, at its expense;

(b) keep the area around the ATM(s) clean, presentable and free from obstruction, and with respect to the Locations generally, University will continue to maintain the same standards of cleanliness, maintenance, repair and operation as are in effect on the date of this ATM Agreement;

(c) pay all costs and expenses for ownership, operation, maintenance and repair of the Locations and business (including real estate taxes and utilities) not expressly made payable by PNC Bank herein or in the Banking Services Agreement; and

(d) maintain the Locations to allow for proper functioning of the ATM(s).

8. COVENANTS

(a) University hereby covenants as follows:

(i) it shall not use or permit the use of the PNC Bank Marks without prior approval of PNC Bank and subject at all times to PNC Bank’s policies concerning use of such marks;

(ii) it shall use and permit the use of the ATM logos only in compliance with the requirements of the holders of rights in such logo; and

(iii) upon performing all of its covenants and obligations hereunder, PNC Bank shall peacefully and quietly have, hold and enjoy the rights in each Location granted to it hereby subject to all of the covenants, terms and conditions herein contained.

(b) PNC Bank hereby covenants as follows:

(i) its ATM(s) will (A) comply with the requirements of the Americans with Disabilities Act in ensuring that the ATM(s) are readily useable by disabled persons; (B) remain technologically current and that PNC Bank’s product offerings will reflect the state of the industry; (C) will be upgraded to permit the display of on-screen messages which have been previously approved by University; and (D) be of high quality and attractively maintained; and

(ii) it shall not use or permit the use of University’s Marks without prior written approval of University and subject at all times to University’s policies concerning use of such marks.
9. **CERTAIN RIGHTS OF THE PARTIES**

(a) PNC Bank reserves the right to impose a surcharge on users of its ATMs that are not PNC Bank cardholders. However, in no event, shall such surcharge exceed the surcharge imposed at PNC Bank branches in the Cincinnati area.

(b) PNC Bank reserves the exclusive right to determine whether any fees shall be imposed upon PNC Bank cardholders.

(c) University will terminate any and all contractual arrangements for non-PNC Bank ATMs, at the earliest termination date of the respective contractual arrangement after the Effective Date of this ATM Agreement;

(d) During the Term of the Banking Services Agreement, PNC Bank will have the exclusive right to install or operate ATMs on University Property subject to the provisions in Section 6 of the Agreement.

(e) During the Term of the Banking Services Agreement, PNC Bank will have the right to remove any of its ATMs which it deems to be uneconomic to the Program. In the case of such removal, University may select an alternative ATM deployer for the subject location.

10. **PERFORMANCE; WARRANTY**

PNC Bank warrants that the ATM(s) in the Locations shall be fully operational 96% of the time, unless operation is prevented by Force Majeure. Upon request from University, PNC Bank shall provide University with quarterly reports of the performance of the ATM(s).

11. **SECURITY**

(a) University shall maintain security at University Locations in accordance with the standards for security generally at University’s facilities; however, by providing such security University shall not be deemed to have any responsibility for the ATM(s) beyond that which is specifically set forth herein. Except as otherwise provided herein, all costs and expenses incurred in connection with such security measures shall be borne by University.

(b) University shall notify PNC Bank of any damage to the Locations which could adversely affect the operation or security of the ATM(s), and University agrees to make at its expense such reasonable repairs to the Locations as shall be necessary to correct such adverse effects.

(c) In the event of fire, casualty, riot or other emergency, University shall use reasonable efforts to protect the security of any affected ATM. Once PNC Bank deems the affected ATM machine secured, whether by relocation (which shall be by PNC Bank) or otherwise (for example, but not in limitation of the foregoing, by removal), University’s security obligations hereunder shall again be governed by subsections (a) and (b) of this Section 11. The
parties agree that in the event of the emergency circumstances enumerated in this subsection 11(c), University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. **INSURANCE, INDEMNITY AND LOSS**

PNC Bank shall be responsible for maintaining or causing to be maintained, at its expense, such fire, casualty, theft, and public liability insurance of and with respect to the ATM(s) and related Equipment and Installations in such amounts and in such form and content and by such insurance company reasonably acceptable to University.

Each party shall maintain, and shall require its independent contractors to maintain worker’s compensation insurance with respect to their respective employees in the amounts required by applicable law.

Each party shall, upon request, provide to the other such evidence as shall be reasonably requested of the maintenance of required insurance.

13. **TERM AND TERMINATION**

The term of this ATM Agreement shall run concurrently with the Term of the University Banking Services Agreement,

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, intending to be legally bound, the parties have duly executed this Master License Agreement as of the Effective Date.

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]
Name: Nicholas Cecotto
Title: Sr. Vice President

UNIVERSITY OF CINCINNATI

By: [Signature]
Name: [Signature]
Title: VP Finance

UNIVERSITY OF CINCINNATI

By: [Signature]
Name: Charles E. Jake IV, Esq.
Assistant General Counsel
Assistant Contracting Officer
Title: ___________________________
EXHIBIT A
LICENSE AGREEMENT

Customer hereby licenses to PNC Bank, National Association or its nominee, as appropriate, the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. Location for the ATMs as of the Effective Date:
   Edwards Building
   Steger Student Life Center

2. Customer's Interest in Location:

3. Identity of owner(s) of record of the Location:

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated March 21, 2010 between PNC Bank and Customer.

Customer: [Signature]
PNC Bank: [Signature]
CUSTOMER: [Signature]
EXHIBIT A-1
LICENSE AGREEMENT

Customer hereby licenses to PNC Bank, National Association or its nominee, as appropriate, the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. Location for ATMs to be Installed After the Effective Date:
   - University Pavilion (next to Kiosks)
   - TUC- 2 ATMs (Part of EFSC)
   - TUC- Across from Chick Fil A
   - TUC- Outside of Bookstore (will be converted to cash dispenser)
   - CARE Building- ground level
   - Stratford Heights- Lobby

2. Customer's Interest in Location:

3. Identity of owner(s) of record of the Location:

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated March 31, 2010 between PNC Bank and Customer.

Customer:

PNC Bank:

CUSTOMER:
EXHIBIT B

APPLICABLE UNIVERSITY POLICIES AND RULES

• PNC shall require all employees to comply with all PNC employee procedures, policies and codes of conduct all of which are at least as restrictive as those of the University.

• All PNC-employed personnel shall be subject to the University regulations regarding the use of University property. In the event of University disapproval of the conduct relating to the employee’s use of property, the University shall inform PNC, in writing of the exact conduct complained of and the circumstances surrounding such conduct. If the conduct is sufficiently severe and the University reasonably requests in writing (after discussion with PNC) that the employee be prohibited from working on University property PNC shall remove such employee(s) from assignment at the University. Among specific causes, but not limited to these causes, would be the following: Criminal activity, inflicting or threatening physical abuse, verbal abuse on any person, sexual harassment, damaging University ground or property, disrupting patrons’ enjoyment, or any other conduct or action considered inimical or offensive to the University. Any such removal shall be made in the name of PNC.

• All PNC employees are subject to a dress code which PNC shall continue to enforce for all employees assigned to work on University property.

• Photo identification badges will be issued to PNC’s employees by the University’s I.D. office after a list of employees is submitted by PNC. PNC agrees to instruct all new employees to report to this location at the University to have photographs taken. PNC will recover all University issued I.D. badges from employees upon termination of employment and return such recovered I.D. badges to the University within a reasonable time following termination of employment. PNC conducts background checks for each of its new employees and will continue to do so for all non-UC student employees before assigning them to work on University property.

• PNC shall require all employees to utilize only those entrances and exits designated and authorized by the University during working hours (if any). If the University requires the use of only designated entrances the University shall submit such designation to PNC in writing.

• PNC will reasonably restrict employees to assigned spaces during working hours if requested in writing by the University and if such request is not overly restrictive of the employees’ rights to access public property. It is agreed that PNC has no control over the personal rights and behaviors of its employees either before or after their assigned working hours and cannot be responsible for the behavior of such employees when not under its control. If requested by the University, PNC will encourage employees to vacate the premises within a reasonable time after finishing their work for PNC.

• PNC shall indemnify University for any financial costs associated with the negligence of its employees which occurs within the scope of the employees’ employment with PNC. PNC shall not be responsible for the willful misconduct of employees and shall not interfere with the University’s attempts to recoup from such employee or employees any loss occasioned by such
willful conduct (including but not limited to vandalism). PNC will address incidents of willful misconduct of its employees reported to it by the University which occur during working hours within the scope of its personal conduct policies and procedures.

• PNC shall notify the University in writing of impending labor, employee and vendor problems or any other circumstances that could adversely affect the operation of the facility.

• PNC will make all reasonable efforts to provide services under the lease in the event of strikes and other labor disturbances.

• PNC provides training to all newly hired employees in all aspects of their intended and expected duties and will do so for all newly hired employees assigned to duties at the University.

• PNC bonds all employees whom it deems advisable and/or required by Federal banking laws and will do so for covered employees assigned to perform services on its behalf at the University.

• PNC’s employees must comply with the University’s smoking policy. Smoking is not permitted in any University building, non-designated areas, or within 25 feet of any building entrance.
EXHIBIT C

ACCOUNTS TERMS AND OFFERS

PNC’s University Banking Program includes all of the necessary products to support the needs of students and their parents, faculty and staff. Below is an outline of each of the products and services to be offered to constituents of the University of Cincinnati. PNC reserves the right to change, alter, or eliminate any product, or the features of any product, at any time.

Student Banking Program
PNC offers your students a choice of checking account options, all of which enable them to take advantage of the following valuable features and benefits:

- Free account access at over 6,000 PNC Bank ATMs.
- Free External transfers into or out of your PNC Bank accounts to other financial institutions — great way for parents to send money to their child when they may not be within the PNC footprint. PNC’s Money from Home provides various free options for parents to send money electronically into their student’s checking account.
- Free Online Statements — access your account statements via the web and review and print past statements for up to 18 months.\(^2\)
- Free Online Banking\(^3\) and Bill Pay for checking balances, paying bills, viewing recent transactions, transferring funds\(^4\) even changing addresses.
- Free Mobile Banking
- Free PNC VISA\(^\circledast\) Check Card that can be used at ATMs and to make purchases wherever VISA\(^\circledast\) is accepted.
- One free incoming international or domestic wire transfer into the checking account per monthly billing cycle.
- Courtesy Overdraft — One courtesy overdraft fee waiver on your first overdraft/insufficient funds event occurring during the first 12 months after opening your account.
- Customer Service, 7 days a week from 6 AM – Midnight at a special number for students, 1-877-PNC-1000, or 24 hours a day at www.pnc.com/studentbanking.
- Unlimited PNC Bank ATM transactions
- Free Auto Alerts: e-mail notification when an account falls below a predetermined dollar amount (optional service).

Student Checking Account Options:
Free Checking
- Free Checking with no minimum balance requirement and no monthly service charge.
- Free PNC/ co-branded VISA\(^\circledast\) Check Card that can be used at ATMs and to make purchases wherever VISA\(^\circledast\) is accepted.
- Global ATM Usage.\(^1\) Monthly reimbursement of ATM fees charged by PNC Bank AND other banks for using non-PNC ATMs during any month when your average monthly balance is $2,000 or more.

1. PNC Bank charges apply for use of another financial institution or ATM operator’s ATMs. Additionally, other financial institutions or ATM operations may charge for using their ATMs. PNC will reimburse these fees at the end of each statement cycle where the average
monthly balance in the Free Checking Account is $2,000 or more. Fees for Savings or Money Market ATM transactions will not be reimbursed, regardless of the account balance.

2. There may be a fee for certain services offered through Online Banking. Please see our Consumer Schedule of Service Charges and Fees – Image and Copies, for more information.

3. Statement history begins with statements dated after 1/01/06. A fee may be charged if a paper statement is requested in addition to the online statement for an account.

4. A Federal regulation limits the number of transfers that may be made from a savings or money market account. Please see our Consumer Schedule of Service Charges and Fees for additional information.

5. A “qualifying purchase” is any signature-based purchase, Internet purchase, telephone or mail order purchase or automatic bill payment made with an enrolled VISA® Check Card, which is processed and submitted through VISA® USA, Inc.

Member FDIC

Virtual Wallet® – Student Edition
Virtual Wallet Student is leading edge solution made up of three distinct accounts combined to form one integrated solution. It empowers students to interact with their money on their own terms – providing a “front-row, high definition” view of their money that will help achieve quick financial wins and reach long term savings goals. Virtual Wallet is primarily designed to meet the financial lifestyles of the Gen Y (18-34 yr. olds), tech-savvy individuals or anyone who banks like them – primarily online.

<table>
<thead>
<tr>
<th>Spend</th>
<th>Reserve</th>
<th>Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>No minimum balance</td>
<td>No minimum balance</td>
<td>No minimum balance</td>
</tr>
<tr>
<td>No monthly service charge</td>
<td>No monthly service charge</td>
<td>No monthly service charge</td>
</tr>
<tr>
<td>Unlimited transfers into and out of account</td>
<td>$1.00 minimum daily balance to obtain APY</td>
<td>$.01 minimum daily balance to obtain APY</td>
</tr>
<tr>
<td>Virtual Wallet or co-braded check card</td>
<td>Unlimited transfers into and out of account</td>
<td>Higher interest rate for balances under $25,000</td>
</tr>
<tr>
<td>Free 30-pack of checks</td>
<td>Free overdraft protection transfers</td>
<td>Free overdraft protection transfers</td>
</tr>
<tr>
<td>3 free checks processed per statement cycle - $.50 per check after</td>
<td>No minimum on overdraft protection transfers</td>
<td>No minimum on overdraft protection transfers</td>
</tr>
<tr>
<td>Free overdraft protection set-up</td>
<td>Not designed for check writing</td>
<td></td>
</tr>
<tr>
<td>Free overdraft protection transfers</td>
<td>$.50 for each check processed</td>
<td></td>
</tr>
<tr>
<td>Non-PNC ATM foreign fee and surcharge rebate with $2,000 avg combined balance</td>
<td>Online bill payments cannot be scheduled from this account</td>
<td></td>
</tr>
<tr>
<td>1 Free incoming wire each month</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Free AutoAlerts – a default feature that insures that students can take accountability for their cash use and availability of funds
Quick view – provides a high-level summary of the customer’s account, including:
  - Money Bar
  - Current balances
  - Messages
  - Bill reminders
  - Calendar of upcoming week
  - Spending overview from previous week
  - Five most recent transactions

• Reserve Items – Allows customers to set money aside within their Reserve account for future expenses.
• Spending Overview – Allows customers to graphically see where they spend money each month, by category
• Free PNC Virtual Wallet/co-branded VISA® Check Card that can be used at ATMs and to make purchases wherever VISA® is accepted.
• Send Money – customers can transfer money electronically to trusted friends and family where they bank, even if they are NOT named on the account
• "Punch the Pig" – A savings engine in which the customer chooses the amount and frequency; they also can design their own Pig avatar and Pig tone
• Reimbursements – Allows customers to ask their parents, or anyone else, to pay them back for something they’ve purchased, such as school books or meals. Selecting transactions from the transaction list and clicking on the Reimbursement button will create an e-mail with a digital receipt.
• Parent Alerts – allows multiple e-mail addresses on a single alert, parents or others can receive the same account alerts that students receive, even if they are not a joint account owner
• Calendar including school events and image – the calendar will have the same money management reminders as Virtual Wallet, but will also include key school events and a school-specific image.

"Money From Home" and other Parent Features
Over the years, PNC has learned that one of the true values of our University Banking Program is to make the lives of parents easier when it comes to banking, especially when the parent may live far away or outside of the PNC footprint. That's why we created "Money From Home" options. PNC’s "Money from Home" feature provides various options for parents to send money electronically into their child’s checking account. As a joint account holder, parents can transfer funds into or out of the students PNC checking account electronically through PNC’s online banking system. A transfer can be performed from another PNC deposit account, or from accounts at other financial institutions, 24 hours a day, 7 days a week. Fast, effortless, and free. The parent can choose how much they want to send and how often they want the transfer to occur: weekly, monthly, one time only. Additionally, transfers can also be completed via free incoming wire transfers, branch and ATM deposits, and more.

WorkPlace Banking Program for Faculty, Staff, and Administrators
The WorkPlace Banking program offers your employees a choice of checking account options, all of which enable them to take advantage of the following valuable features and benefits:
- Free Global ATM Usage\(^1\) for Performance and Performance Select Account. Non-PNC Bank charges are reimbursed for Free Checking Accounts that maintain an average monthly direct deposit of $400 or more.
- Free PNC co-branded VISA\(^\circ\) Check Card that can be used at ATMs and to make purchases wherever VISA\(^\circ\) is accepted.
- First 30 checks free.
- Free account access at over 6,000 PNC Bank ATMs
- Free Online Statements – access to account statements via the web with the ability to review and print past statements for up to 18 months.\(^2\)
- Free Online Banking\(^3\) and Bill Pay for checking balances, paying bills, viewing recent transactions, transferring funds,\(^4\) even changing addresses.
- Free External Fund Transfers into or out of your PNC Bank accounts from other financial institutions.
- Free enrollment in the VISA\(^\circ\) Extras Rewards Program or similar programs: earn points toward valuable rewards by making qualifying purchases\(^5\) with your enrolled PNC Bank VISA\(^\circ\) Check Card or using account features like Direct Deposit or Online Bill Pay.
- Special Product Offers and Promotions.
- Free Consultations for Retirement Planning, Education Planning and more.
- Free PNC Directions magazines and special supplements offer practical financial information.
- Access to WorkPlace Banking Customer Service, 7 days a week from (6 AM – Midnight EST – call 1-888-PNC-Bank)

**WorkPlace Checking Account Options:**

**Free Checking**
- No minimum balance requirement and no monthly service charge.
- Free Savings Account for 1 year with a $25 minimum auto transfer from PNC checking account
- Special Product Offers and Promotions
- Free Consultations for Retirement Planning, Education Planning and more.

**Performance Checking**
- No monthly service charges with average monthly balance of $2,000 or more.
- Tiered interest rates paid on balances.
- Automatic reimbursement of fees charged for using non-PNC ATMs.\(^2\)
- Bonus rates on select PNC Bank CDs and IRA CDs.
- Free Identity Theft Reimbursement Insurance – up to $5,000.\(^7\)
- Interest rate discounts on PNC Bank loans and lines of credit with direct debit of payment from a PNC checking account. Loans subject to credit approval.
- Annual fee waived on PNC Bank lines of credit.

**Performance Select Checking**
- No monthly service charge with average monthly balance of $10,000 or more.
- Tiered interest rates paid on balances.
- Free domestic wire transfer.
- Up to nine free additional checking accounts; monthly balances on all accounts count toward the 10,000 average monthly balance requirement.
- Up to five free Money Market or Savings accounts.
- Automatic reimbursement of fees charged for using non-PNC ATMs.¹
- Bonus rates on select PNC Bank CDs and IRA CDs.
- Free Identity Theft Reimbursement Insurance — up to $10,000.⁷
- Free overdraft protection.
- Interest rate discounts on PNC Bank loans and lines of credit with direct debit payment from a PNC checking account. Loans subject to credit approval.
- Annual fee waived on PNC Bank lines of credit.

For Performance and Performance Select accounts there is no charge from PNC Bank for using non-PNC ATMs and we will automatically reimburse other banks’ surcharges. For Free Checking Accounts, PNC Bank charges apply for use of another financial institution’s or ATM operator’s ATMs. Additionally, other financial institutions and/or ATM operators may charge for using their ATMs. PNC will reimburse these fees at the end of each statement cycle where the average monthly balance in the Free Checking Account is $2,000 or more. Fees for Savings or Money Market ATM transactions will not be reimbursed regardless of the account balance.

Statement history begins with statements dated after 1/1/06. A fee may be charged if a paper statement is requested in addition to the online statement for an account.

There may be a fee for certain optional services within online banking. Please see our consumer schedule of service charges and fees — images and copies for more information.

A Federal regulation limits the number of transfers that may be made from a savings or money market account. Please see our Consumer Schedule of Service Charges and Fees for additional information.

A "qualifying purchase" is any signature-based purchase, Internet purchase, telephone or mail order purchase or automatic bill payment made with an enrolled VISA® Check card, which is processed and submitted through VISA® USA, Inc. PIN-based transactions do not apply.

All first mortgage products are offered and provided by PNC Mortgage, LLC that may arrange loans with third party providers. PNC Mortgage, LLC is licensed in New Jersey as a Department of Banking Mortgage and Secondary Mortgage Loan Licenses. PNC Mortgage, LLC may not be available in your area. Credit subject to approval. Equal Housing Lender

Covers out-of-pocket expenses incurred to regain your identity and to repair your credit. Certain restrictions and deductibles apply. See the Summary Description of Benefits for the Personal, Internet, and Identity Coverage Master Policy for details.

Member FDIC

Equal Housing Lender
EXHIBIT D

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this “Web Agreement”) is entered into by and between the University of Cincinnati, a state institution of higher education organized and operated under Chapter 3361 of the Ohio Revised Code (“University”), and PNC Bank, National Association, a national banking association, (“PNC Bank”). This Web Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the “Banking Services Agreement”). Capitalized terms used in this Web Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

WHEREAS, PNC Bank maintains and operates a Website in which information regarding PNC Bank’s products and services is provided to the general public (“PNC Bank Website”);

WHEREAS, University maintains and operates a Website in which information regarding University is provided to the general public (“University Website”); and

WHEREAS, the parties desire to provide a link between the PNC Bank Website and the University Website via a Hyperlink (as defined below).

NOW, THEREFORE, the parties agree that a Hyperlink shall be established subject to the terms and conditions of this Web Agreement and the Banking Services Agreement, as applicable.

1. DEFINITIONS

(a) “Hyperlink” means an electronic pathway that may be displayed in the form of highlighted text, graphics or a button that connects one Webpage address with another Webpage address.

(b) “Weblinking” or “Weblinks” means the linking of two or more Websites through the use of a Hyperlink.

(c) “Webpage” means a viewable screen displaying information presented through a web browser in a single view sometimes requiring the user to scroll to review the entire page.

(d) “Website” means one or more Webpages connected to the internet that may originate at one or more webserver computers.

2. TERM AND TERMINATION

The term of this Web Agreement shall run concurrently with the Term of the Banking Services Agreement. In addition, this Web Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The parties agree that upon receipt by
either party of written notice of termination from the other party, both parties will immediately remove any and all Weblinks to the other party’s Website from each of their respective Websites. In addition, either party may terminate this Agreement immediately if at any time content on the other party’s Website is reasonably deemed to be objectionable or inconsistent with the mission or philosophy of the terminating party.

3. **GRANT OF LICENSE**

   (a) PNC Bank grants to University a limited, nonexclusive and nontransferable license to use PNC Bank’s Marks as set forth on Schedule G to the Agreement, for the sole and limited purpose of providing a Hyperlink between PNC Bank’s and University’s Websites. University agrees that it will comply with all of the requirements and restrictions set forth on Schedule A to this Exhibit C.

   (b) Subject to the provisions of Section 8(h) of the Agreement, University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University’s Marks as set forth on Schedule F, for the sole and limited purpose of providing a Hyperlink between University Website and PNC Bank Website. PNC Bank agrees that it will comply with all of the requirements and restrictions set forth on Schedule F.

4. **WARRANTIES**

   (a) University represents and warrants that it is the owner or has all necessary rights to license University Marks as specified in Section 3 above.

   (b) PNC Bank represents and warrants that it is the owner of or has all necessary rights to PNC Bank Marks as specified in Section 3 above.

[Remainder of page intentionally left blank]
IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Web Linking Agreement on its behalf, as of the Effective Date.

PNC BANK, NATIONAL ASSOCIATION
By: 
Name: Nickolas Certo
Title: Senior Vice President

UNIVERSITY OF CINCINNATI
By: 
Name: James Pummer
Title: VP Finance

UNIVERSITY OF CINCINNATI
By: 
Name: Charles E. Jake IV, Esq.
Title: Assistant General Counsel
Assistant Contracting Officer
### EXHIBIT E

**SPONSORSHIP OPPORTUNITIES**

<table>
<thead>
<tr>
<th>LOCATIONS / OPPORTUNITIES</th>
<th>NOTES</th>
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</thead>
<tbody>
<tr>
<td><strong>Signage (Indoor &amp; Outdoor)</strong></td>
<td>Monitors/TVs</td>
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<td></td>
<td>LED Signs/ Messagecenters</td>
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<td></td>
<td>Free-Standing Displays</td>
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<td></td>
<td>Cinema Screen</td>
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<td></td>
<td>Windows</td>
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<td></td>
<td>Walls</td>
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<td></td>
<td>Banners</td>
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<td></td>
<td>Tabletops</td>
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<tr>
<td></td>
<td>Coasters</td>
</tr>
<tr>
<td><strong>Printed Materials</strong></td>
<td>CRC <em>InMotion</em> (program guide)</td>
</tr>
<tr>
<td></td>
<td>Campus Services unit</td>
</tr>
<tr>
<td></td>
<td>Brochures</td>
</tr>
<tr>
<td></td>
<td>MS mini-MIX (event handouts)</td>
</tr>
<tr>
<td><strong>Electronic Media</strong></td>
<td>Internet (MS &amp; CRC websites)</td>
</tr>
<tr>
<td></td>
<td>Multi-Media</td>
</tr>
<tr>
<td></td>
<td>Unit eNewsletters</td>
</tr>
<tr>
<td><strong>Special Events</strong></td>
<td>MS Stride/Celebration</td>
</tr>
<tr>
<td></td>
<td>Graduation Festivities</td>
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<td></td>
<td>Festivals</td>
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<td>Shows</td>
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<td></td>
<td>Corporate Outings/Meetings</td>
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<td>Speakers and Seminars</td>
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<tr>
<td><strong>Programs &amp; Services</strong></td>
<td>Intramural Sports</td>
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<td></td>
<td>Camp Programs</td>
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<td></td>
<td>Group Programs</td>
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<td></td>
<td>Scholarship Programs</td>
</tr>
<tr>
<td></td>
<td>Shuttle Services</td>
</tr>
<tr>
<td></td>
<td>ATMs</td>
</tr>
<tr>
<td><strong>Tabling/Booth/Display</strong></td>
<td>(For any areas in the aforementioned venues)</td>
</tr>
<tr>
<td><strong>ADDITIONAL OPPORTUNITIES</strong></td>
<td><strong>NOTES</strong></td>
</tr>
<tr>
<td>-----------------------------</td>
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</tr>
<tr>
<td><strong>Signage</strong></td>
<td>CRC complex</td>
</tr>
<tr>
<td></td>
<td>TUC food court</td>
</tr>
<tr>
<td></td>
<td>TUC columns</td>
</tr>
<tr>
<td></td>
<td>TUC free-standing locations</td>
</tr>
<tr>
<td></td>
<td>‘Behind Closed Doors’ (avg. 40-50 doors)</td>
</tr>
<tr>
<td></td>
<td>CenterCourt &amp; MarketPointe dining centers</td>
</tr>
<tr>
<td></td>
<td>Mick &amp; Mack’s (TUC’s restaurant)</td>
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<tr>
<td></td>
<td>Campus cafés</td>
</tr>
<tr>
<td><strong>Electronic Media</strong></td>
<td>videos</td>
</tr>
<tr>
<td><strong>Programs &amp; Services</strong></td>
<td>CRC’s FitBrides (sponsorship)</td>
</tr>
<tr>
<td></td>
<td>CRC’s Diamond Dive Richter &amp; Phillips</td>
</tr>
<tr>
<td><strong>Tabling/Booth/Display</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Trade</strong></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT F

UNIVERSITY MARKS

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "License Agreement") is entered into by and between the University of Cincinnati, a state institution of higher education organized and operated under Chapter 3361 of the Ohio Revised Code ("University"), and PNC Bank, National Association, a national banking association, ("PNC Bank"). This License Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement of even date herewith between University and PNC Bank (the "Banking Services Agreement"). Capitalized terms used in this License Agreement and not otherwise defined herein shall have the meaning given them in the Banking Services Agreement.

WHEREAS, the University owns the University Marks;

WHEREAS, the University and PNC Bank desire to engage in joint marketing efforts using the University Marks;

NOW, THEREFORE, the parties agree as follows:

1. OWNERSHIP OF RIGHTS. The Business acknowledges and agrees that the University is the sole and exclusive owner of the University Marks, and all rights relating thereto are expressly reserved by the University.

2. GRANT.

University hereby grants to PNC Bank permission to use the University Marks shown on the attached Appendix A solely for purposes of marketing the Program. Any additional use of the University Marks must be incorporated by an amendment to this agreement. PNC Bank shall not use any other property of the University in connection with its business, services or otherwise.

3. TERM/TERMINATION.

(a) This Agreement shall be coterminous with the Banking Agreement.

(b) This Agreement may be terminated for cause by the University effective upon thirty (30) days written notice to PNC Bank.

4. QUALITY CONTROL AND GOOD WILL.

(a) In the event that PNC Bank wants to have any items displaying the University Marks manufactured for use in promoting the Program, PNC Bank must ensure that such item is manufactured by a company licensed by the University. The manufacture of any item by a
company not licensed by the University is grounds for immediate termination of this Agreement by the University.

(b) The manner and style in which the University Marks are used by PNC Bank and the quality of the services provided by PNC Bank shall be of high and consistent quality, and shall remain consistent throughout the Term and any extensions. In the event that the above-stated quality standards are not maintained, University has the right to require PNC Bank to terminate use of the University Marks.

(c) PNC Bank shall notify University of any significant change in the nature, purpose or character of PNC Bank, or its services or activities. University has the right to, upon reasonable notice to PNC Bank, inspect PNC Bank premises to ensure that PNC Bank has maintained the high quality of services and proper use of the University Marks in a manner consistent with that approved by the University.

(d) PNC Bank agrees that its use of the University Marks inures solely to the benefit of the University and PNC Bank shall not acquire any rights in the University Marks.

5. INJUNCTIVE RELIEF. PNC Bank acknowledges that its breach or threatened breach of this Agreement will result in immediate and irredeemable damage to the University and that money damages alone would be inadequate to compensate the University. Therefore, in the event of a breach or threatened breach of this Agreement by PNC Bank, the University may obtain and enforce injunctive relief prohibiting the breach or threatened breach.

6. RELATIONSHIP OF PARTIES. Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or agents, and PNC Bank shall have no power to obligate or bind the University in any manner whatsoever, and the University does not in any way represent itself as a guarantor of the quality of any product or service produced or provided by PNC Bank.

7. WAIVER. No waiver by either party of a breach or a default hereunder shall be deemed a waiver by such party of a subsequent breach or default of a like or similar nature.

8. SEVERABILITY. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein.

9. INTEGRATION. This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and this Agreement supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto.

10. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Ohio.
By their execution below, the parties hereto have agreed to all of the terms and conditions of this Agreement.

The University of Cincinnati

By: 

Title: VP Finance

Date: 3/30/10

PNC Bank, National Association

By: 

Title: Sr. Vice President

Date: March 17, 2010

The University of Cincinnati

By: 

Title: Assistant General Counsel
Assistant Contracting Officer

Date: 5/10/10
APPENDIX A

PNC Bank shall adhere to the applicable provisions of the University of Cincinnati's Branding Standards Manual provided to PNC Bank and incorporated into this Agreement.
EXHIBIT G

ELECTRONIC FINANCIAL SERVICES CENTER LEASE

AGREEMENT OF LEASE

THIS LEASE AGREEMENT (this "Lease") is dated as of March 31, 2010, made effective as of March 31, 2010, by and between the University of Cincinnati, a state institution of higher education operated under chapter 3361 of the Ohio Revised Code ("Landlord")

AND

PNC BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, having an office at 620 Liberty Avenue, Pittsburgh, Pennsylvania 15222, County of Allegheny, and Commonwealth of Pennsylvania, hereinafter called ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of a lot of land situated in the City of Cincinnati, County of Hamilton, State of Ohio, on which there is erected the Tangeman University Center ("Premises"); and

WHEREAS, Landlord and Tenant have entered into that certain University Banking Services Agreement of even date herewith between Landlord and Tenant (the "Banking Agreement") pursuant to which Tenant has agreed to provide Financial Services, including ATM(s), to the Constituents; and

WHEREAS, this Lease is an exhibit to and an integral part of the Banking Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties intending to be legally bound hereby; agree as follows:

1. PREMISES. Landlord in consideration of the lease payments provided in this Lease leases to Tenant space within the Tangeman University Center (the "Building") of approximately one thousand (1,000) square feet as more particularly shown in the floor plan attached hereto as Exhibit A. for the placement of an EFSC (as defined in the Banking Agreement) for the provision of Financial Services (the "Demised Premises"). Landlord warrants that the Premises and the Demised Premises are environmentally clean and in compliance with the requirements of the Americans with Disabilities Act. The Tenant shall install and operate in the Demised Premises an EFSC equipped with at least two (2) ATMs, to conduct self-service transactions.
2. **TERM.** The term of this Lease will be coterminous with the term of the Banking Agreement, except as may be otherwise agreed to by the parties in writing.

3. **HOLDOVER.** If Tenant maintains possession of the Demised Premises for any period after the termination of this Lease with the written consent of Landlord, the monthly lease payments during such holdover period shall be equal to the lease payment made by Tenant for the last month prior to the start of such holdover period.

If Tenant maintains possession of Demised Premises for a period after the termination of this Lease without the written consent of Landlord, then Landlord shall have the right to (a) begin proceedings both in law and in equity for recovery of possession by ejectment with no requirement of notice of same to Tenant, (b) collect from Tenant a sum equal to Sixty ($60.00) Dollars per day that Tenant remains in possession of the Demised Premises beyond the term of this Lease as liquidated damage for failure to return possession in a timely manner, and (c) collect from Tenant the actual amount of damages suffered by Landlord resulting from its inability to take possession under the terms of this Lease, which damages shall include Landlord's reasonable attorney's fees for representation concerning this matter. These rights of Landlord shall be cumulative at the option of Landlord and shall not be considered as exclusive or alternative remedies.

Landlord will provide a temporary location in the Tangeman University Center beginning with the term of the Banking Agreement for Tenant to house an employee to conduct customer service and Financial Services transactions. This space will be provided rent free and will be maintained until such time that the permanent leased space is vacated by Cinco Family Financial Center Credit Union ("Cinco"). The permanent space must be available for Tenant to begin construction no later than July 1, 2010. After completion of Tenant's construction, the temporary space will be vacated and rent will commence on the permanent space on the later to occur of (i) the date upon which Tenant has completed construction of the permanent space (currently occupied by Cinco) and Tenant is capable of operating its business therefrom or (ii) September 1, 2010. The free rent period provided under the Banking Agreement shall be extended for each day that delivery of the permanent space to Tenant, free and clear of occupancy by Cinco and removal of all its equipment and personal property therefrom, is delayed.

4. **LEASE PAYMENTS.** Beginning September 1, 2010 through the term of the Banking Agreement, Tenant shall pay to Landlord, in advance, annual rent equal to the sum of Twenty Thousand Dollars ($20,000), payable in equal monthly installments of $1,666.67, on the first day of each month during the term of this Lease. Commencing on September 1, 2011 and continuing on each September 1 thereafter during the term, annual rent payments shall be increased by an amount equal to $500.00 over the rent payment in effect for the prior annual period. Rent payments shall be made payable to Landlord. During any partial calendar year during the term, the rent payments shall be proportionately reduced based upon the number of days occurring during said calendar year.

5. **LATE PAYMENTS.** In the event that Landlord has not received the rent from Tenant within fifteen (15) days after the date due, then Landlord shall notify Tenant of same in writing, sent to Tenant in accordance with the provisions of paragraph 24 hereof. Tenant
shall pay a late charge equal to fifty ($50.00) Dollars for any undisputed payment that is not paid within five (5) day(s) after receipt by Tenant of such notice.

6. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. Title to and ownership of the EFSC and ATMs and the related equipment and installations installed by or at the request of Tenant shall at all times be and remain in Tenant free and clear of all right, title, interest, liens, security interests or claims owned, held, created or suffered by any person or entity claiming under, by or through Landlord and such property shall be deemed movable personal property and not fixtures. Nothing herein shall be deemed to constitute a conveyance from Tenant to Landlord of the EFSC or ATMs, related equipment, or installations installed by or at the request of Tenant.

7. USE OF PREMISES. Tenant shall use the Demised Premises to conduct Financial Services and other related financial service operations only, and for no other purpose. The Demised Premises may be used for any other purpose only with the prior written consent of Landlord, which may be withheld at the Landlord’s sole discretion. Landlord hereby grants to Tenant the right to use all entrances and the common areas of the Building during the term hereof in common with Landlord and all other parties whom have the right to use such entrances and common areas. Tenant shall have the right to install or erect signage identifying Tenant’s business operations within the Building subject to and in accordance with the provisions of the Banking Agreement.

8. REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the right to conduct any construction or remodeling at Tenant's expense that may be required to use the Demised Premises as specified above. Tenant may also construct such fixtures on the Demised Premises at Tenant's expense that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord, which consent shall not be reasonably withheld, conditioned or delayed. At the end of the Lease term, Tenant shall be entitled to remove, or at the request of Landlord which shall be made, if at all, upon Tenant’s installation thereof shall be required to remove, such fixtures, and shall return the Demised Premises to substantially the same condition as at the commencement of this Lease, excepting ordinary wear and tear, damage caused by Landlord, or its agents, tenants, guests, invitees, licensees, employees or contractors, including those arising from a casualty, or all structural changes, remodeling and additions to the Demised Premises made or done with the written consent of Landlord.

9. MAINTENANCE. Landlord shall have the responsibility to maintain the Demised Premises in good condition and repair at all times. This shall include all structural maintenance and items of repair that relate to the Building and Landlord's fixtures. Landlord shall clean and maintain all common areas. Tenant shall have the responsibility of maintaining and cleaning the space constituting the Demised Premises consistent with Landlord's reasonable expectations and standards imposed upon other similar tenants and maintain such space consistent with the remainder of the Building in which the Demised Premises exist.
10. **ACCESS BY LANDLORD TO PREMISES.** Landlord, its agents, employees and contractors shall have the right to enter all parts of the Demised Premises during Tenant's business hours after giving prior written notice to Tenant to inspect the same, show the same to prospective purchasers or tenants or for the purposes of maintenance or repair accompanied by a security officer of Tenant during such inspection, and to enforce and carry out any provision of this Lease, and, without assuming responsibility to do so, to make repairs or alterations. In the event of an emergency endangering life or property, or in the event of Tenant's desertion or abandonment of the Demised Premise, Landlord shall have the right to enter by force provided that Landlord shall notify Tenant of such entry as soon as possible. Landlord shall promptly notify Tenant as soon as it becomes aware of damage to the EFSC or ATMs or their related equipment or installations from vandalism, mischief, riot, break-ins, fire or other casualty. Landlord shall also notify Tenant of any damage to the Premises of which it is aware which Landlord reasonably believes will adversely affect the operation or security of the EFSC or ATMs, and Landlord agrees to repair the Demised Premises at its expense unless such damage is caused by Tenant or its agents, employees, guests, invitees, licensees, or contractors.

11. **UTILITIES AND SERVICES.** Landlord shall be responsible, at its sole cost and expense, for all utilities and services in connection with the use of the Demised Premises by Tenant. Tenant shall be responsible, at its sole cost and expense, for telephone service and janitorial services within the confines of the Demised Premises. If the furnishing of utilities or services by Landlord is interrupted for any reason and such interruption prevents Tenant from operating its business for more than 48 hours then the lease payments due hereunder shall be abated during the period of any such interruption.

12. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Demised Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Demised Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. This shall not include the types of articles or items which are ordinarily used in a business setting but which may be considered dangerous, flammable or explosive.

13. **ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublet all or any part of the premises. This prohibition of sublease or assignment does not apply for any assignment or transfer: (a) to any present or future subsidiary, affiliate, or parent of Tenant; or (b) to any successor in interest of a substantial portion of the assets or business of Tenant as a result of merger, consolidation, reorganization, purchase, assignment, or operation of law. In no event will Tenant be required to obtain the consent of Landlord for any name change of Tenant. In such event as described in this paragraph, Tenant must notify Landlord of such change in a timely manner.

14. **TAXES.** Tenant shall have no responsibility to pay any share of common area maintenance charges, real estate taxes or such similar taxes which may be assessed upon Landlord as part of any applicable lease agreement or otherwise. Landlord shall be solely liable for any and all common area maintenance charges, real estate taxes, or any
applicable taxes payable with respect to the Demised Premises and the Building.

15. **DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises in which the Demised Premises exist are damaged or partially destroyed in a manner that prevents the conduct of Tenant's business within the Demised Premises in a normal manner, and if the damage is reasonably repairable within sixty (60) days after the occurrence of the destruction, and if the cost of repair is less than $100,000, Landlord shall repair the Premises within such sixty (60) day period and lease payments shall abate during the period of repair. However, if the damages are not repairable within sixty (60) days, or if the cost of repair is $100,000 or more, or if the Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the Premises of which the Demised Premises is a part is condemned or if the damage occurs with less than six (6) months remaining in the then existing term, this Lease shall terminate upon twenty (20) days after receipt of written notice of such event or condition by either party.

16. **MECHANICS LIEN.** Neither Tenant or anyone claiming through Tenant shall have the right to file mechanics liens or any other kind of lien on the Demised Premises. To the extent permitted by applicable law, Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid. In the event that any work or act of Tenant results in the filing of a mechanic's lien against the Demised Premises or the Building, Tenant, at its expense, shall discharge or bond off such lien within thirty (30) days from the filing thereof.

17. **DEFAULT.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to pay, when due, any monetary obligation within ten (10) days after written notice of such default is received by Tenant, or cure any non-monetary obligation within thirty (30) days after written notice of such default is received by Tenant, Landlord may take possession of the Demised Premises (but not Tenant's fixtures, machinery, equipment or other personal property) upon thirty (30) days' prior written notice to Tenant. In the alternative, Landlord may elect to accept a cure of any financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord, including reasonable attorney's fees, if any, by reason of Tenant's defaults.

Landlord shall be in default of this Lease if Landlord fails to fulfill any obligation or term under this Lease by which Landlord is bound. If Landlord fails to cure any such obligation or term within thirty (30) days after receipt of written notice of such default from Tenant, then Tenant may perform the same for the account of and at the expense of Landlord, and Tenant shall have the right to offset such costs and expenses against rent. If such default is not capable of being cured, Tenant shall have the right to terminate this Lease upon thirty (30) days' prior written notice to Landlord.

18. **EXCUSE OF PERFORMANCE (FORCE MAJEURE).** Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed or hindered in or prevented from performance of any act required herein by reason of any strike, lock-out, labor dispute, civil commotion, warlike operation, invasion, rebellion, hostilities, military or
usurped power, sabotage, governmental regulations or controls, failure of power, inability to obtain any material or service, Act of God or other reasons of a like nature not related to the fault of Landlord or Tenant, then performance of such act by Landlord or Tenant shall be excused for the period of the delay and the period for the performance of any such act by Landlord or Tenant shall be extended for a period equivalent to the period of such delay. Payment of rent shall not be excused during such time nor shall the term of this Lease be extended beyond the date set forth herein or subsequently agreed to by both parties in writing.

19. **CONDITION SUBSEQUENT.** The effect of this Lease shall be binding upon the parties hereto at the time of the signing hereof with the condition subsequent that in the event that the appropriate regulators of Tenant do not grant approval of such Lease or the providing of the agreed services, then Tenant shall be released from further obligation under this Lease and agrees to release Landlord from same provided, however, that in such event, Tenant shall pay to Landlord an amount equivalent to three (3) month's rent as liquidated damages and shall also remain liable for all direct damages suffered by Landlord. In the event of any default by Tenant, Landlord shall use its best efforts to mitigate its damages by promptly searching for a replacement tenant which will provide the same services at comparable rates as Tenant has agreed.

20. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and delivered via a national overnight carrier or sent by certified mail, return receipt, postage prepaid, addressed as follows:

   **LANDLORD**
   University of Cincinnati
   PO Box 210046
   Cincinnati OH 45221-0046
   ATTN: Senior Associate VP, Campus Services

   **TENANT**
   PNC Bank, National Association Attn: Retail Leasing Manager
   620 Liberty Avenue
   Two PNC Plaza, 19th Floor
   Pittsburgh, Pennsylvania 15222

   Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices and demands shall be deemed given when mailed or if delivered via overnight carrier then upon such delivery.

21. **AUTHORITY OF PARTIES.** Landlord and Tenant each warrants that it is authorized and empowered to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.

22. **BINDING OF SUCCESSORS.** All terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and to their respective successors and assigns and legal representatives.
CONSENT NOT UNREASONABLY WITHHELD. Except as otherwise expressly provided herein, all consents, permissions and approvals require or permitted by Landlord hereunder shall be in writing and shall not be withheld, conditioned or delayed unreasonably.

NO JOINT VENTURE. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture between Landlord and Tenant.

CONSTRUCTION. The titles of the sections or paragraphs of this Lease are for the convenience of the parties and shall not bind or limit any of the terms or provisions of this Lease. Whenever the context of this Lease requires, the neuter gender includes the masculine or the feminine, and the singular number includes the plural. Capitalized terms used but not defined in this Lease shall have the meanings ascribed to such terms in the Banking Agreement.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by both parties.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be held to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

RECORDING. Neither party shall record this Lease in any form without the prior written consent of the other.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

ESTOPPEL CERTIFICATES. At any time, and from time to time, each party agrees, within fifteen (15) days after written request by any other party, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications stating the modifications), that the requesting party is not in default under any provisions of this Lease (or, if in default, the nature thereof in detail) and the amounts and dates to which rent has been paid and such other items as each party may reasonably request.
IN WITNESS WHEREOF, the parties hereto be legally bound have hereunto set their hands and seals this 27 day of March, 2010, effective as of March 31, 2010.

LANDLORD:
UNIVERSITY OF CINCINNATI

By: ___________________________

Title: VP Finance

Date: 3/30/10

TENANT:
PNC BANK, NATIONAL ASSOCIATION

By: ___________________________

Title: Sr. Vice President

Date: March 17, 2010

LANDLORD:
UNIVERSITY OF CINCINNATI

By: ___________________________

Charles E. Jake IV, Esq.
Assistant General Counsel
Assistance Contracting Officer

Date: 5/18/2010
FIRST AMENDMENT

This First Amendment to the University Banking Services Agreement, ("First Amendment"), is made and entered into effective as of this _____ day of August, 2011 by and between the University of Cincinnati ("University") and PNC Bank, National Association ("PNC Bank"). All capitalized terms used in this the First Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement ("Agreement") dated March 31, 2010; and

WHEREAS, the parties hereto wish to make certain changes to the Agreement as reflected in this First Amendment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. The parties agree to deploy one (1) additional ATM during the Term of the Agreement. The Location for the additional ATM shall be 1981 James E. Sauls, Sr. Drive, Batavia, Ohio 45103 as more specifically described in Exhibit A-2 attached hereto and incorporated herein.

2. All provisions of the Agreement not specifically mentioned in this First Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, the parties have duly executed this Agreement on the date stated below.

PNC Bank, National Association ("PNC Bank")

By: [Signature]
Nicholas Certo
Title: Senior Vice President
Date: 7-28-2011

University of Cincinnati ("University")

By: [Signature]
James Plummer
Title: Vice President Finance
Date: 10/28/11

Loren T. Israel, Esq.
Assistant General Counsel
Assistant Contracting Officer
Date: 10/29/11
EXHIBIT A-2

University hereby licenses to PNC Bank the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. Location for Installation of an ATM:

   The University of Cincinnati
   1981 James E. Saul, Sr. Drive
   Batavia, OH 45103

2. University’s Interest in Location:

   Tenant

3. Identity of owner(s) of record of the Location:

   IRG Batavia I, LLC, an Ohio limited liability company

4. Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:

5. Other:

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the License Agreement dated August_______, 2011 between PNC Bank and University.

   

   University: __________________________

   PNC Bank: __________________________

M:\University Banking\U Of Cincinnati First Amendment Add ATM A-2.Dox
SECOND AMENDMENT

This Second Amendment to the University Banking Services Agreement, ("Second Amendment"), is made and entered into this 4th day of April, 2014 by and between the University of Cincinnati ("University") and PNC Bank, National Association ("PNC Bank"). All capitalized terms used in this the Second Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement ("Agreement") dated March 31, 2010; and

WHEREAS, the parties hereto wish to make certain changes to the Agreement as reflected in this Second Amendment.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intended to be legally bound the parties hereby agree as follows:

1. The parties agree to deploy one (1) additional ATM during the Term of the Agreement. The Location for the additional ATM shall be 51 Goodman Drive, Cincinnati, Ohio 45219 as more specifically described in Exhibit A-3 attached hereto and incorporated herein.

2. The parties agree that the effective date of this Second Amendment shall be June 6, 2012, (the “Second Amendment Effective Date”).

3. All provisions of the Agreement not specifically mentioned in this Second Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Second Amendment on its behalf, as of the Second Amendment Effective Date.

PNC Bank, National Association ("PNC Bank")

By: Nickolas Certo

Title: Senior Vice President

Date: [4/11/14]

University of Cincinnati ("University")

By: James Plummer

Title: Vice President Finance

Assistant Contracting Officer

Date: 5/1/14
EXHIBIT A-3

University hereby licenses to PNC Bank the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. **Location for Installation of an ATM:**

   The University of Cincinnati  
   51 Goodman Drive  
   Cincinnati, OH 45219  

   As mutually agreed between the parties in the Main Lobby of University Hall

2. **University's Interest in Location:**

   Tenant

3. **Identity of owner(s) of record of the Location:**

   The Fifth Third Leasing Company, an Ohio corporation

4. **Identity of holders of all mortgage liens on or security interests in the Location and/or fixtures, machinery and Equipment installed therein:**

   None

5. **Other:**

   By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the License Agreement dated March 31, 2010 between PNC Bank and University.

   University: [Signature]

   PNC Bank: [Signature]
THIRD AMENDMENT

This Third Amendment to the University Banking Services Agreement, ("Third Amendment"), is made and entered into this ______ day of April, 2015 (the "Third Amendment Effective Date") by and between the University of Cincinnati ("University") and PNC Bank, National Association ("PNC Bank"). All capitalized terms used in this the Third Amendment shall have the meaning given them in the Agreement unless the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement ("Agreement") dated March 31, 2010; and

WHEREAS, the parties hereto wish to make certain changes to the Agreement as reflected in this Third Amendment.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intended to be legally bound the parties hereby agree as follows:

1. Section 1, "Definitions", shall be amended to add new subsections (q) and (r) to read in their entirety as follows:

   "Exceptions" shall mean all those agreements, contracts, and/or relationships, the University has with other financial institutions on the Effective Date of this Agreement and which have been disclosed to PNC Bank, including but not limited to such agreements and/or relationships for athletic sponsorship or non-PNC Bank ATM deployers (See Exhibit B-1 to the ATM Agreement).

   "New Building" shall mean the new location to be built on University’s West Campus (name to be provided by University).

2. The first sentence in Section 2 of the Agreement, Term, shall be deleted in its entirety and replaced in its entirety with the following:

   "The Agreement shall commence on the Effective Date and shall terminate on March 31, 2018, ("Initial Term")."

3. Section 3 (a) of the Agreement, "Royalty, Payment Terms.", shall be amended in part to include new Program Goals for years 6, 7 and 8.

   New subsection (i) shall be included in its entirety as follows:

   "(i) Program Goals
   
<table>
<thead>
<tr>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,000</td>
<td>4,000</td>
<td>4,000</td>
</tr>
</tbody>
</table>
   
   Students - New Accounts
Faculty and Staff - New Accounts

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>300</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>4,300</td>
<td>4,300</td>
<td>4,300</td>
</tr>
</tbody>
</table>

TOTAL

4. Section 3 (b) of the Agreement, “Royalty, Payment Terms,” shall be amended in part to include an annual license fee (“Royalty”) for years 6, 7 and 8.

New subsection (i) shall be included in its entirety as follows:

“(i) Royalty

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>$320,000</td>
</tr>
<tr>
<td>7</td>
<td>$320,000</td>
</tr>
<tr>
<td>8</td>
<td>$320,000; and</td>
</tr>
</tbody>
</table>

New subsection 3(b)(ii) shall be included in its entirety as follows:

(ii) PNC Bank will increase the royalty payment in the amount equal to One Thousand Dollars ($1,000) as prorated for the remaining months in the then current contract year after the ATM is installed in the “New Building”. Thereafter, for each remaining year of the Term the Royalty shall be increased by an additional Twelve Thousand Dollars ($12,000) increasing the royalty to $332,000. The parties agree that seventy five point nine percent (75.9%) of the Royalty shall be guaranteed for said year (e.g. $252,000).”

5. The last sentence in Section 3(b) of the Agreement, “Royalty, Payment Terms,” shall be deleted in its entirety and replaced in its entirety with the following:

“Signing Bonus. (i) PNC Bank shall pay University a Two Hundred Twenty Five Thousand Dollar ($225,000.00) signing bonus for years one (1) through five (5) of the Initial Term, (“Signing Bonus #1); and (ii) a Two Hundred Thousand Dollar ($200,000) Signing Bonus for years six (6) through eight (8) of the Initial Term, (Signing Bonus #2). Signing Bonus #2 will be paid in full within thirty (30) days of the execution of the extension by the University.

The University shall repay to PNC Bank a certain percentage of Signing Bonus #2, described above, should the Agreement be terminated prior to March 31, 2017, for any reason other than a default by PNC Bank. The percentage paid by the University shall be in accordance with the repayment chart set forth below.

<table>
<thead>
<tr>
<th>Year Agreement Terminated</th>
<th>Signing Bonus #2 Repayment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to March 31, 2016</td>
<td>50%</td>
</tr>
<tr>
<td>Prior to March 30, 2017</td>
<td>25%</td>
</tr>
</tbody>
</table>

6. Section 3(c) of the Agreement, “Royalty, Payment Terms,” shall be deleted in its entirety and replaced in its entirety with the following:

“(c) (i) In the event the University fails to achieve the Program Goals by category as stated in subsections 3(a), but achieves the total Program Goals for new accounts
in any year of the Term, PNC Bank shall pay University as set forth in Section 3(b).

(ii) Notwithstanding subsection 3(b), in the event that University does not attain the Program Goal Total for any calendar year as specified in paragraph (a) above, PNC Bank will pay to University for any such calendar year a minimum guaranteed Royalty equal to the greater of (i) an amount equal to the Royalty stated in paragraph 3(b) above for the applicable calendar year multiplied by a fraction, the numerator of which is the number of new Accounts for the calendar year and the denominator of which is the Program Goal Total for that calendar year; or (ii) until such time the ATM is installed in the New Building, an amount equal to three fourths (3/4ths) of the Royalty stated in paragraph 3(b) for the applicable calendar year; thereafter Two Hundred and Fifty Thousand Dollars ($252,000)."

7. Section 3(d), of the Agreement, "Royalty, Payment Terms," shall be amended in part to include new additional Royalty payments for years 6, 7 and 8.

New subsection (i) shall be included in its entirety as follows:

“(i) For any calendar year, during years six (6) through eight (8) of the Initial Term, in which the Program Goal Total is exceeded for any calendar year, additional Royalty payments would be available as follows:

<table>
<thead>
<tr>
<th>Percentage Program Goal Total is Exceeded</th>
<th>Percentage of then-current Royalty to constitute Additional Royalty (Maximum allowed - 20%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td>1%</td>
</tr>
<tr>
<td>2%</td>
<td>2%</td>
</tr>
<tr>
<td>3%</td>
<td>3%</td>
</tr>
<tr>
<td>4%</td>
<td>4%</td>
</tr>
<tr>
<td>5%</td>
<td>10%</td>
</tr>
<tr>
<td>6%</td>
<td>11%</td>
</tr>
<tr>
<td>7%</td>
<td>12%</td>
</tr>
<tr>
<td>8%</td>
<td>13%</td>
</tr>
<tr>
<td>9%</td>
<td>14%</td>
</tr>
<tr>
<td>10% or greater</td>
<td>20%</td>
</tr>
</tbody>
</table>

All payments (Bonuses, rents, royalties, etc.), including but not limited to electronic payments, from PNC Bank to the University shall be based on the University’s written instructions.

8. New Section 3(f), of the Agreement, "Royalty, Payment Terms," shall be amended as follows:

(f) Notwithstanding anything to the contrary contained in this Agreement:
(i) if any federal or state law is enacted, or regulation promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, ("New Law"), and

(ii) the New Law makes it impossible, impracticable or unduly burdensome for (a) PNC Bank to deliver the Financial Services under the Program, or (b) the University to satisfy its obligations under the Agreement, then

(iii) either party shall promptly notify the other party in writing no later than thirty (30) days after learning of the pending implementation or passage of the New Law, then

(iv) the parties shall meet as soon as practicable to discuss in good faith the continued viability of the Agreement as intended by the parties, and work together on mutually agreeable modifications to the Agreement to achieve the parties' mutual objectives consistent with such New Law, and

(v) within sixty (60) days from the date of the notice or the effective date of New Law, whichever is sooner, if the parties are unable to come to agreement per subsection (iv) herein then the Agreement will be terminated in accordance with Section 17(d) of this Agreement.

(vi) For each partial or total calendar year after the effective date of the New Law, but prior to the termination of the Agreement, PNC Bank shall be excused from making to the University, any Royalty payment or additional Royalty payment under Section 3(b), if the making of such payment is illegal or otherwise prohibited by any such New Law.

(vii) If the Agreement is terminated a final royalty payment shall be made to the University within sixty (60) days calculated as the applicable annual target royalty payment multiplied by the sum of expected volume percentages for the months elapsed in the royalty calculation period as shown in the table below.

<table>
<thead>
<tr>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>4%</td>
<td>2%</td>
<td>2%</td>
<td>3%</td>
<td>4%</td>
<td>29%</td>
<td>17%</td>
<td>27%</td>
<td>5%</td>
<td>2%</td>
<td>2%</td>
<td>3%</td>
</tr>
</tbody>
</table>

For example a contract which calculates Royalties on a calendar year basis is terminated in May. The final Royalty payment would be calculated as Target Royalty (sum of % Jan - May).

9. Section 4, new subsection (c) shall be added to read as follows:

(c) PNC Bank’s first right of refusal shall not apply to University’s Intercollegiate athletic facilities on any of University’s campuses.

10. Section 6, subsection (k) shall be replaced in its entirety as follows:

"Upon mutual agreement concerning the location of the ATMs, grant PNC Bank ATM deployment privileges on campus. ATMs shall be governed by and in accordance with the
provisions of the terms and conditions of that certain License Agreement between PNC Bank and University and entered into contemporaneously with this Agreement ("License"), which is attached hereto as Exhibit A and incorporated herein by reference. The terms and conditions of the License Agreement are subject to the Exceptions provided in Section 1, subsection (q) as further defined in Section 6, subsection (l) (iii)."

11. Section 6, subsection (l) (iii) shall be deleted in its entirety and replaced in its entirety as follows:

"Notwithstanding the exclusive rights granted to PNC Bank to provide ATMs on University’s campus in Section 9(e) of the ATM Agreement attached as Exhibit A to the Agreement, PNC Bank shall agree to the Exceptions (See Exhibit B-1 to the ATM Agreement) as defined in Section 1 of the Agreement, subsection (q) as of the Third Amendment Effective Date. Such Exceptions shall include existing non-PNC Bank ATMs on University’s current campus. If existing non-PNC Bank ATM deployers that have locations on University’s campus as of the Third Amendment Effective Date, abandon their locations, then University shall be permitted to offer the right to deploy ATMs at University’s main campus to other financial institutions and to which PNC Bank shall be allowed to respond. PNC Bank shall pay University monthly rent for any ATM deployed under the conditions of this Section.

12. New Section 6(l)(v)(i), of the Agreement, "Royalty, Payment Terms," shall be amended as follows:

University has Thirty Five Thousand Four Hundred and Twenty One (35,421) students ("Students") enrolled at the main/ Uptown campus according to the Autumn 2014 University Fact Book ("Student Body"). The right of first refusal shall not apply to any new ATM locations if the Student Body increases by Two Thousand (2,000) or more Students at University’s main/Uptown campus. Upon receiving prior written notice from University notifying PNC Bank of an additional Two Thousand (2,000) Students, University shall be permitted to offer the right to deploy an additional ATM at University’s main campus to other financial institutions and to which PNC Bank shall be allowed to respond.

13. Section 17 (e) shall be deleted in its entirety and replaced with the following:

"University may terminate this Agreement at any time by providing at least one hundred eighty (180) days prior written notice to PNC of its intent to terminate. Upon exercising the foregoing right, University shall have been deemed to forfeit any additional payments to be made by PNC Bank to University that would have been due and payable after the effective date of the termination of this Agreement."

14. New Section 17 (d) shall be added in its entirety to the Agreement to read as follows:

Either party may terminate this Agreement, pursuant to Section 3(f)(v), by providing sixty (60) days prior written notice to the other party, in the event that (i) any federal or state law
is enacted, or any regulation is promulgated by a federal or state agency with supervisory or enforcement authority over University or PNC Bank, and (ii) such law or regulation makes it impossible for the terminating party to continue to perform its obligations under the Agreement. In any such notice of termination, the terminating party shall provide to the non-terminating party a description reasonably describing the basis for termination pursuant to subsections (i) and (ii) hereof. This Agreement and all related agreements shall be terminated, (i.e. ATM Master License and Electronic Financial Services Center Lease).

15. Section 9 (c), Certain Rights of the Parties, of Exhibit A, the ATM Agreement shall be amended to read in its entirety as follows:

The University has the right to maintain the existing ATM locations as defined in Schedule B-1 to the ATM Agreement. Upon the termination or expiration of any such arrangement, the University has the right to place these locations out to bid which PNC will be permitted to bid for. PNC Bank shall pay University monthly rent for any ATM deployed under the conditions of this Section in an amount to be determined.

16. Section 4, “Lease Payments.”, of Exhibit G to the Agreement, “Electronic Financial Services Center Lease”, and (“Lease”) dated March 31, 2010, is hereby deleted in its entirety and replaced in its entirety as follows:

“Lease Payments. (i) Beginning September 1, 2010, Tenant shall pay to Landlord, in advance, annual rent equal to the sum of Twenty Thousand Dollars ($20,000), payable in equal monthly installments of $1,666.67 on the first day of each month during the first year of this Lease. Commencing on September 1, 2011 and continuing on each September 1 through September 1, 2015, annual rent payments shall be increased by an amount equal to $500.00 over the rent payment in effect for the prior annual period, (ii) Beginning April 1, 2016, annual rent payments shall be paid in monthly installments. The total rent payment for each year thereafter is set forth in the rent table below; and (iii) Rent payments shall be made payable to Landlord. During any partial calendar year during the term, the rent payments shall be proportionately reduced based upon the number of days occurring during said calendar year.

<table>
<thead>
<tr>
<th></th>
<th>2016 Rent</th>
<th>2017 Rent</th>
<th>2018 Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25,000.00</td>
<td>$25,500.00</td>
<td>$26,000.00</td>
</tr>
</tbody>
</table>

17. The first sentence of Section 4, “ATM(s).”, of Exhibit A to the Agreement, the “ATM Master License Agreement”, (“ATM Agreement”), shall be replaced in its entirety with the following:

New subsection (i) shall be included in its entirety as follows:

“(i) Subsequent to the Third Amendment Effective Date, PNC Bank shall add one (1) Deposit Easy (sm) ATM at a mutually agreeable location on the University Campus. PNC Bank shall provide and install the ATMs at its own expense under this ATM Agreement. All current ATMs are set forth on the Revised Schedule A-1 which is attached hereto and
incorporated herein by reference as of the date of the Third Amendment.

(ii.) PNC Bank commits to placing an ATM in the New Building as provided in Section 3(b) (ii).

18. All provisions of the Agreement not specifically mentioned in this Third Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Third Amendment on its behalf, as of the Third Amendment Effective Date.

PNC Bank, National Association  
("PNC Bank")

By: /s/ Nickolas Certo

Title: Senior Vice President

Date: 4/29/15

University of Cincinnati  
("University")

By: /s/ Daniel R. Beerck

Title: Associate General Counsel

Date: 6/25/15
REVISED SCHEDULE A
Prototype: Not To Be Completed by University

University hereby licenses to PNC Bank the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. Location for ATMs to be Installed after the Effective Date:

2. University’s Interest in Location:

3. Identity of owner(s) of record of the Location:

4. (a) Are there any mortgage liens on the Location? Yes ____ No ____

If Yes, list all holders of a mortgage lien. __________________________

(b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location? Yes ____ No ____

If Yes, list all holders of a security interest. __________________________

[UNIVERSITY MUST PROVIDE INFORMATION]

5. Other:
By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated ___, 20__ between PNC Bank and University.

University: __________________________

PNC Bank: __________________________
REVISED SCHEDULE A-1
TO “EXHIBIT A”
LICENSE AGREEMENT

University hereby licenses to PNC Bank, National Association or its nominee, as appropriate, the right to install, maintain, service, repair, replace and operate an Automated Teller Machine ("ATM") together with related Equipment and Installations subject to the terms and conditions set forth herein.

1. Location for ATMs as of the Third Amendment Effective Date:
Add address and floor numbers

<table>
<thead>
<tr>
<th>Edwards Building</th>
<th>Stratford Heights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steger Student Life Center</td>
<td>TUC-Bookstore</td>
</tr>
<tr>
<td>Care/Crawley</td>
<td>TUC-Chick-fil-A</td>
</tr>
<tr>
<td>East Campus</td>
<td>University Hall</td>
</tr>
<tr>
<td>Blue Ash College</td>
<td>University Pavilion</td>
</tr>
</tbody>
</table>

2. University’s Interest in Location:

See Schedule A-2 to Revised Schedule A-1

3. Identity of owner(s) of record of the Location:

See Schedule A-2 to Revised Schedule A-1

4. (a) Are there any mortgage liens on the Location?  Yes ____  No ____
If Yes, list all holders of a mortgage lien. __________________________

(b) Are there any security interests in the fixtures, machinery, and equipment installed at the Location?  Yes ____  No ____
If Yes, list all holders of a security interest. __________________________

See Schedule A-2 to Revised Schedule A-1

5. Other:

By execution hereof, there are incorporated and made a part hereof for all purposes as though set forth herein at length each and all of the terms, conditions and provisions of the Master License Agreement dated March 31, 2010 between PNC Bank and University.

University: ____________________
PNC Bank: ____________________
# Schedule A-2 to Revised Schedule A-1

## UNIVERSITY CAMPUS LOCATIONS

<table>
<thead>
<tr>
<th>Location (Address)</th>
<th>Location Owner</th>
<th>Liens or Mortgage (Yes or No)</th>
<th>Name of Lien/Interest Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edwards Building</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>51 W. Corry Blvd</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cincinnati, OH 45221</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Steger Student Life Center</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2801 UC Mainstreet</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cincinnati, OH 45221</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Care/Crawley</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>3230 Eden Avenue</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cincinnati, OH 45267</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>East Campus</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>4200 Clermont College Dr</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Batavia, OH 45103</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Blue Ash College</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>9555 Plainfield Road</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Blue Ash, OH 45236</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Stratford Heights</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2634 Stratford Avenue</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cincinnati, OH 45220</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>TUC-Bookstore</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2766 UC Mainstreet</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cincinnati, OH 45221</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>TUC-Chick-fil-A</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2766 UC Mainstreet</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cincinnati, OH 45221</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>University Hall</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>51 Goodman Drive</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cincinnati, OH 45221</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>University Pavilion</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>2618 McMicken Circle</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Cincinnati, OH 45221</td>
<td>University of Cincinnati</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

*The parties mutually agree to revise/amend the Agreement upon the parties determination of the ATM location for the Deposit Easy ATM*
*Schedule B-1 to Exhibit A*

**NON-PNC BANK ATMs**

**UNIVERSITY CAMPUS LOCATIONS**

<table>
<thead>
<tr>
<th>Location</th>
<th>Address</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tangeman University Center, Level 2, Vestibule</td>
<td>2766 UC Mainstreet</td>
<td>Fifth Third Bank</td>
</tr>
<tr>
<td></td>
<td>Cincinnati, OH 45221</td>
<td></td>
</tr>
<tr>
<td>University Pavilion, Level 2</td>
<td>2618 McMicken Circle</td>
<td>Fifth Third Bank</td>
</tr>
<tr>
<td></td>
<td>Cincinnati, OH 45221</td>
<td></td>
</tr>
<tr>
<td>Kingsgate Marriott Conference Center Level 2</td>
<td>151 Goodman Drive</td>
<td>Fifth Third Bank</td>
</tr>
<tr>
<td></td>
<td>Cincinnati, OH 45219</td>
<td></td>
</tr>
<tr>
<td>Shoemaker Center, East Lobby</td>
<td>2700 O'Varsity Way</td>
<td>Fifth Third Bank</td>
</tr>
<tr>
<td></td>
<td>Cincinnati, OH 45221</td>
<td></td>
</tr>
<tr>
<td>Shoemaker Center, West Lobby</td>
<td>2700 O'Varsity Way</td>
<td>Fifth Third Bank</td>
</tr>
<tr>
<td></td>
<td>Cincinnati, OH 45221</td>
<td></td>
</tr>
<tr>
<td>Care Crawley, Level E</td>
<td>3230 Eden Avenue</td>
<td>Fifth Third Bank</td>
</tr>
<tr>
<td></td>
<td>Cincinnati, OH 45267</td>
<td></td>
</tr>
<tr>
<td>Tangeman University Center, Level 2 Bookstore</td>
<td>2766 UC Mainstreet</td>
<td>US Bank</td>
</tr>
<tr>
<td></td>
<td>Cincinnati, OH 45221</td>
<td></td>
</tr>
</tbody>
</table>
FOURTH AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

THIS FOURTH AMENDMENT to the University Banking Services Agreement (the "Fourth Amendment") is made and entered into this ____ th day of June 2016, (the "Fourth Amendment Effective Date"), by and between University of Cincinnati, ("University") and PNC Bank, National Association, a national banking association with its principal office located at 300 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Fourth Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendment(s) and the Agreement constitute a single revised Agreement. All capitalized terms used in this Fourth Amendment shall have the meaning given them in the Agreement unless otherwise defined herein or the context hereof clearly requires otherwise.

WHEREAS, University and PNC Bank entered into a University Banking Services Agreement dated March 31, 2010, as amended by the First Amendment dated October 28, 2011, as amended by the Second Amendment dated April 4, 2014, and as amended by the Third Amendment dated April 1, 2015, (collectively the "Agreement");

WHEREAS, PNC Bank and University have agreed to amend certain terms of the Agreement in accordance with the provisions set forth in this Fourth Amendment.

NOW therefore, in consideration of the covenants, promises and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 25. Notices, is hereby revised to update the addresses as follows:

<table>
<thead>
<tr>
<th>If to University then to:</th>
<th>It to PNC Bank, then to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Cincinnati</td>
<td>PNC Bank, National Association</td>
</tr>
<tr>
<td>Cincinnati, OH</td>
<td>300 Fifth Avenue, 23rd Floor</td>
</tr>
<tr>
<td>Attn:</td>
<td>Pittsburgh, PA 15222</td>
</tr>
<tr>
<td></td>
<td>Attn: Manager, University Banking</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>With a copy to:</th>
<th>With a copy to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>University of Cincinnati</td>
<td>PNC Bank, National Association</td>
</tr>
<tr>
<td>Office of the General Counsel</td>
<td>300 Fifth Avenue, 19th Floor</td>
</tr>
<tr>
<td>Cincinnati, OH</td>
<td>Pittsburgh, PA 15222</td>
</tr>
<tr>
<td>Attn:</td>
<td>Attn: Chief Counsel, Retail Banking</td>
</tr>
</tbody>
</table>

2. New Exhibit H, Department of Education Cash Management Compliance Agreement, ("CM Agreement"), is hereby added and attached hereto and incorporated by reference into the Agreement.

3. The University may terminate the Agreement in accordance with the termination provisions set forth in Exhibit H, the CM Agreement.

4. The University warrants that it will become compliant with any changes to U.S Department of Education regulations that affect the Agreement during the term hereof. PNC Bank agrees to provide such assistance as the University may reasonably request to assist it in achieving such ongoing compliance.
5. All provisions of the Agreement not specifically mentioned in this Fourth Amendment are hereby ratified and reconfirmed and the Agreement remains in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Fourth Amendment on its behalf, as of the Fourth Amendment Effective Date.

PNC Bank, National Association
("PNC Bank")

By: [Signature]
Nickolas Certo
Title: Senior Vice President
Date: 6.30.2014

University of Cincinnati
("University")

By: Eliza Rechul-Stone
Eliza Rechul-Stone, Esq.
Assistant General Counsel
Title: Assistant Contracting Officer
Date: June 30, 2016
EXHIBIT II

DEPARTMENT OF EDUCATION CASH MANAGEMENT
COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 30th day of June 2016, by and between University of Cincinnati, a state institution of higher education organized and operated under the laws of the State of Ohio ("University"), and PNC Bank, National Association, a national banking association ("PNC Bank"). This CM Agreement is an exhibit to and an integral part of that certain University Banking Services Agreement dated March 31, 2010 between University and PNC Bank (the "Agreement"). Capitalized terms used in this CM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the parties have entered into the Agreement under which certain specified services create a Tier Two Arrangement; and

WHEREAS, the University has to comply with the DoE Regulation requirements for Tier Two Arrangements, that include the direct marketing of a Financial Account.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, it is agreed as follows:

1. Definitions

(a) "Access Device" shall mean a card, code, or other means of access to the PNC Financial Account, or any combination thereof, that may be used by a student to initiate electronic fund transfers.

(b) "Award Year" shall mean the most recent full year in which the University is entitled to receive compensation as defined under the Agreement, (e.g., royalties, rent, etc).

(c) "Customer Complaint" shall mean when a PNC Bank customer, or other user of PNC Bank’s or University’s products or services who is also a full or part time student of the University, expresses dissatisfaction with PNC Bank’s products, services and/or business practices within the scope of the engagement between the PNC Bank and University, regardless of whether such dissatisfaction is expressed verbally, in writing or by electronic or other means. Customer Complaints shall be handled according to the University policies.

(d) "Direct Marketing" shall mean: (i) the University communicating information directly to its students about the PNC Financial Account and how it may be opened; (ii) The PNC Financial Account or Access Device co branded with the institution’s name, logo, mascot, or other affiliation and is marketed principally to students at the institution; or (iii) A card or tool that is provided to the student for institutional purposes, such as a student ID card, is validated, and enables the student to use the device to access a financial account.
(c) "DoE Regulation" shall mean the Department of Education Regulation for Cash Management, as amended from time to time, (34 CFR 668).

(f) "Effective Date" shall mean July 1, 2016.

(g) "Financial Account" shall mean a student’s or parent’s checking or savings account, prepaid card account, or other consumer asset account held directly or indirectly by the Financial Institution.

(h) "Financial Institution" shall mean PNC Bank.

(i) "PNC Financial Account" shall mean any Financial Account offered by PNC Bank under the Agreement, (which does not include credit cards).

(j) "Tier Two Arrangement" shall mean that an institution located in a State has a contract with a financial institution, or entity that offers financial accounts through a financial institution, under which financial accounts are offered and marketed directly to students enrolled at the institution or as otherwise may be defined from time to time under DoE Regulations.

(k) "Title IV" shall mean Title IV of the Higher Education Act of 1965, as amended, and any rule, regulation, instruction or procedure issued by the Secretary.

2. Student Choice

(a) By July 1, 2016, in accordance with the DoE Regulation, the University will establish a process which includes multiple options for students to receive direct payments for Title IV program funds. Financial Institution does not provide any Title IV payment services on behalf of the University.

(b) For the benefit of its students and to enable the University to meet the requirements of the DoE Regulation, PNC shall provide, no later than June 30 of each year, a list of the major features and fees assessed and associated with the PNC Financial Account, (the "PNC List").

   (1) In order to create the PNC List, the University and PNC shall, as applicable, comply with the provisions of Section 4 and 5 of this CM Agreement.

(c) The parties, will use commercially reasonable efforts to ensure the PNC List satisfies the requirements regarding the format and content established by the Department of Education Secretary, on or after, July 1, 2017.

(d) As provided by PNC, the University shall provide or otherwise make available to students a list of the major features and fees commonly assessed and associated with the PNC Financial Account.
3. Customer Complaints

In the event that University has a direct relationship with or direct contact with PNC’s customers, who are full or part-time students, during the term of this Agreement and the University receives a Customer Complaint about a PNC Financial Account that (i) the student directs the University to convey to PNC, (ii) the University is unable to resolve, or (iii) becomes public knowledge (e.g., media), or (iv) raises questions related to compliance with applicable law, University, in accordance with its normal operating procedures, shall promptly notify PNC Bank and deliver to PNC Bank a written summary or copy of such Customer Complaint along with associated correspondence and information. PNC is responsible for contacting the customer to resolve the Customer Complaint. Within 10 business days of resolution, and subject to applicable privacy laws, shall provide the University with information on how the Customer Complaint was resolved.

4. University DoE Regulation Compliance

(a) Student Consent. The University is required to ensure that student consent has been obtained by the Financial Institution prior to opening a PNC Financial Account. The Financial Institution represents and warrants that it shall obtain student consent prior to any student opening a PNC Financial Account, and that the Financial Institution complies with all applicable laws that govern the account opening process. Therefore, the Financial Institution shall always secure the student’s consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its current account opening policy with the University and the University has concluded the student consent requirement is deemed satisfied.

(b) Student Choice. The University shall provide the PNC List to the student as set forth in Section 2(b) above.

(c) Agreement. In accordance with the effective date set forth in the DoE Regulation, the University shall disclose, on the University website, a copy of the Agreement.

   (1) In order to satisfy the requirements of this Section 4(c), University shall comply with the provisions of Section 5 of this CM Agreement.

(d) Compensation and PNC Financial Account Data

   (1) In accordance with the effective date set forth in the DoE Regulation, the University is required to disclose certain information on the University website, in a manner defined by the Secretary of Education, including the total consideration for the most recently completed award year, monetary and non-monetary, paid or received under the terms of the contract.

   The University is required to disclose the number of students who at any time during the most recently completed Award Year, have had PNC
Financial Account(s), and the mean and median of the actual costs incurred by those account holders. ("PNC Financial Account Data").

PNC Bank will provide the University with the PNC Financial Account Data at least thirty (30) days before the University must report the information to the DoE. In addition, and in accordance with the effective date set forth in the DoE Regulation, the University shall provide the Department of Education Secretary with an up-to-date URL so this information can be published in a centralized database accessible to the public. In the event PNC is unable to provide the data as set forth in this paragraph, the University shall have the right to terminate the Agreement upon ninety (90) days prior written notice.

(2) In order to satisfy the requirements of this Section 4(d), University shall comply with the provisions of Section 5 of this CM Agreement.

(e) The University shall provide, when requested, the URL that will be used to comply with the DoE Regulation.

(f) ATMs. PNC and the University agree to work together to ensure the DoE Regulations are met regarding ATMs provided under the ATM License Agreement are sufficient in number and location such that the funds are reasonably available to the owner of the PNC Financial Account. Servicing of the ATM’s is subject to the provisions of the ATM License Agreement.

(g) Best Interest of the Students. During the Term of the Agreement the University will conduct reasonable due diligence reviews in a manner and frequency defined by the Secretary of Education, to ascertain whether the fees charged by PNC Bank to customers who have obtained the PNC Financial Account under this agreement are, considered as a whole, consistent with or below prevailing market rates, (the "Review"). At least annually, but more frequently at the University’s request, PNC Bank shall provide the University with a summary of its fees sufficient for University to conduct the Review.

(1) If the University determines PNC is not consistent with or below prevailing rates, the University shall provide PNC Bank with a copy of the results of each Review within thirty (30) days from the completion of the review.

(2) The University may terminate the Agreement should the findings of the Review disclose the PNC Financial Account fees are not considered as a whole, consistent with or below prevailing market rates. Additionally, the University has the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of the University. Under the DoE Regulations, the Review or results from Customer Complaints shall be, collectively or individually,
deemed a reason for termination by the University, ("DoE Cause for Termination")

(a) The University agrees that, prior to terminating the Agreement under this Section 4(g)(2), the University shall enter into a sixty (60) day discussion period with Financial Institution (the "Discussion Period"). During said Discussion Period the University and Financial Institution shall review the findings of the DoE Cause for Termination, to determine if it is inaccurate, non-conclusive, or if corrective action is necessary by the Financial Institution for those items deemed unsatisfactory by the or the result of Customer Complaints.

(i) if the parties mutually agree the findings are inaccurate or non-conclusive the Agreement shall remain in full force and effect;

(ii) if the parties determine corrective action is required they will negotiate in good faith to establish a commercially reasonable plan to address those items considered unsatisfactory in the Review or results from Customer Complaints, (the "Plan"). The Financial Institution shall begin implementation of the Plan within sixty (60) days from the date upon which the parties mutually agree to the Plan in writing. The implementation period for the Plan shall not exceed forty-five (45) days from the date upon which the parties mutually agree to the Plan in writing, (the "Plan Implementation Period").

(b) If the parties cannot agree to a Plan, then the University may terminate the Agreement upon ninety (90) days written notice to the Financial Institution subsequent to the expiration of the Discussion Period. The University shall provide such notice no later than thirty (30) days after the expiration of the Discussion Period. This shall not be deemed a condition of default by the Financial Institution under the Agreement.

5. DoE Compliance Information

In order to comply with the DoE Regulation, the University may be required to disclose information that is deemed by the Financial Institution to be proprietary and/or confidential in nature, ("DoE Compliance Information"). In order to ensure that no unintended harm is caused to either party, the University agrees to the following:

(a) The University shall request and PNC shall provide any and all information regarding the PNC Financial Account(s) from the Financial Institution, including but not limited to: (i) PNC Financial Account Data, or information related thereto: (ii) information used to derive the PNC List; and (iii) any other information regarding the PNC Financial Account(s), which is required to be disclosed under
the DoE Regulation. PNC will provide such information within five (5) business
days of the University's request, or as may otherwise be stated within this
Agreement, to the University.

(b) The University shall not provide any DoE Compliance Information, unless
otherwise stipulated in this amendment, or as may otherwise be publically
available, which references PNC Bank, its products or services without written
notification to the Financial Institution.

c) The Financial Institution shall make a good faith effort to insure the accuracy of
all information submitted to the University. The Financial Institution reserves the
right to revise the information it provides to the University under this Fourth
Amendment, including but not limited to the PNC Financial Account(s), PNC
Financial Account Data or information used to derive the PNC List, as deemed
necessary to ensure the accuracy of any information that is provided by the
University, regarding the Financial Institution, the PNC Financial Account, and
any other information related thereto. Revisions to the information must be
communicated by the Financial Institution in writing to the University within
seven (7) days from the revision date.

(d) The Financial Institution shall provide to the University, in its reasonable
discretion, all information requested under this Agreement to assist the University
with its DoE Regulation Compliance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND
SIGNATURE PAGE TO FOLLOW]
IN WITNESS WHEREOF, intending to be legally bound, each party hereto has caused its duly authorized representative to execute this Department of Education Cash Management Compliance Agreement on its behalf, as of the Effective Date.

UNIVERSITY OF CINCINNATI

By: Eliza Rechul-Stone

Name: Eliza Rechul-Stone, Esq.
Title: Assistant General Counsel
Date: June 30, 2016

PNC BANK, NATIONAL ASSOCIATION

By: [Signature]

Name: Nickolas Certo
Title: Senior Vice President, University Banking
Date: 6·30·16