

UNIVERSITY BANKING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of the 1st day of June 2010, ("Effective Date"), and by and between Bowling Green State University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 E. Wooster Street, Bowling Green, Ohio 43403 ("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, including by way of example only and not in limitation of the foregoing, free student checking and Virtual WalletSM Student, 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) "Financial Services" shall mean the following financial services to be offered by PNC Bank to Constituents hereunder as part of the Program: presenting financial seminars; establishing and operating an Electronic Financial Services Center ("EFSC"); offering debit card functionality for the University ID Card to access Accounts; opening new Accounts; opening new savings, certificates of deposit, Money Market and/or individual retirement accounts, but shall in no event include solicitation of credit cards. The debit card functionality added to the University ID Card shall include point-of-sale debit and ATM transactions. Except for those ATMs that may be located within the ESFC, any ATMs shall be provided pursuant to a separate

Master License Agreement, Exhibit A, which is attached hereto and incorporated herein by this reference.

(f) “Force Majeure” shall have the meaning given that term in Section 21 below.

(g) “Mailing Lists” shall mean a list of the University, faculty and staff names and current mailing addresses. This list shall be used by the University to mail PNC Bank’s Program material. The Mailing List shall not be provided to PNC Bank unless otherwise agreed to by the parties in writing.

(h) “PNC Bank Marks” shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by PNC Bank as set forth on Exhibit E attached hereto and incorporated herein by this reference.

(i) “Preferred Provider” shall mean PNC Bank is the only financial institution to which University will extend any of the Commitments (Section 6) and Joint Obligations (Section 8) set forth in this Agreement.

(j) “Program” shall mean the Financial Services and other services offered by PNC Bank to Constituents hereunder.

(k) “Program Goals” shall mean the number of new checking Accounts that PNC Bank seeks to open for the Constituents in a given time period of the Term.

(l) “Royalty” shall have the meaning given that term in Section 3(b).

(m) “Student-List” shall mean a list of currently enrolled undergraduate students at the University. This list shall be used by the University to mail PNC Bank’s Program material. The Student List shall not be provided to PNC Bank unless otherwise agreed to by the parties in writing.

(n) “University ID Card” shall mean the BG1 ID card owned and issued by University, or such other identification card issued by the University, even if the designation “BG1 ID card” is renamed at a later date.

(o) “University Marks” shall mean any designs, images, visual representations, logos, service marks, names, trade dress, trade names or trademarks used or acquired by University as set forth on Exhibit D attached hereto and incorporated herein by this reference.

2. TERM

This Agreement shall commence on the Effective Date and shall terminate on May 31, 2015, (“Initial Term”), unless sooner terminated as otherwise provided herein. Upon mutual agreement of the parties, this Agreement shall renew for a successive term of five (5) years (a

“Renewal Term”) unless the Agreement is earlier terminated in accordance with Section 17 below. The Initial Term and the Renewal Term may be referred to herein as a “Term”.

3. ROYALTY, PAYMENT TERMS

(a) Each May of the Term, beginning with May 2011, the parties shall conduct an annual review of the performance of the applicable year of the Program, with Program Goals stated for new student accounts for each of the first five years of the Term and Program Goals stated for faculty and staff accounts for each of the first five years of the Term. In the event the parties agree to extend the Term for an additional five (5) years, the program goals and royalty shall be negotiated by the parties in good faith.

Account numbers are based on a June-May calendar year. Program Goals may be adjusted by mutual consent.

	2010	2011	2012	2013	2014
Student-New Checking Accounts	2,000	2,500	2,500	2,600	2,600
Faculty & Staff - New Checking Accounts	50	75	75	75	75
Program Goal Total	2,050	2,575	2,575	2,675	2,675

(b) In exchange for the consideration provided under this Agreement PNC Bank will pay to University an annual license (“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:

<u>Year</u>	<u>Amount</u>
2010	\$100,000
2011	\$150,000
2012	\$175,000
2013	\$200,000
2014	\$250,000

PNC Bank shall also pay University a one-time guaranteed signing bonus in the amount of one hundred and thirty thousand dollars (\$130, 000).

The guaranteed signing bonus shall be paid not later than sixty (60) days after the Agreement is fully executed.

(c) 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 this Section 3.

(d) Notwithstanding paragraph (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 (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 calendar year.

(e) Effective June 1, 2011 for any calendar year in which the Program Goal Total is exceeded by five percent (5%) or more, the Royalty will be increased by ten percent (10%) for such calendar year. The University will not be eligible for any increased Royalty if the University exceeds the 2010 Program Goal Total.

(f) Annual Royalty amounts will be paid as set forth below:

YEAR	Due Date
2010	July 30, 2011
2011	July 30, 2012
2012	July 30, 2013
2013	July 30, 2014
2014	July 30, 2015

(g) The University's failure to meet the goals for each category delineated above, shall not adversely affect its ability to receive payments as set forth in this Section 3 for any year in which the Program Goal Total is met.

(h) The Annual Royalty may be reduced by an amount not in excess of fifteen percent (15%) annually if the University decides not to implement, or to cancel, ID Card Linking.

(i) All payments made by PNC Bank hereunder shall be in a form agreed to by the parties in writing. This may include payments being:

- mailed to the University;
- hand delivered to the University; or
- by ACH sent to the account designated in writing by the University.

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 and professional 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, 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 which are made available to PNC Bank on or before the Effective Date hereof.

(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.

6. COMMITMENTS OF UNIVERSITY

University shall, during the Term of this Agreement:

(a) Promote the availability of the Program to the Constituents as mutually agreed with 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. Notwithstanding anything herein, on an annual basis, during the Term of this Agreement the University in its sole discretion will select one (1) day in which PNC Bank and other financial institutions shall be permitted to concurrently market their programs. PNC Bank shall have a more prominent placement during this annual initiative. There will be no rescheduled event(s) for any financial institution that fails to attend the annual initiative.

(c) Provide a University officer as a signatory to a letter of introduction to Constituents authored by PNC Bank which names PNC Bank and which explains the Program. All such letters shall be subject to the prior written consent of the University, which consent 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 link the University ID Card to deposit accounts other than the University itself, which will maintain the current BG1 Card Program and the University ID Card as a non-bank sponsored or issued card;

(f) To enable the linking of the University ID Card:

- Encode 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 the University ID Card as required by PNC Bank or its vendors including Star®, Plus and PNC Bank; and
- Display the issued University ID Card number on the front of the University ID Card.

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

- (h) Permit PNC Bank physical access on campus and presence at agreed upon campus events necessary for PNC Bank to exercise the marketing rights enumerated herein.
- (i) Make available the following non athletic and alumni association marketing rights for the Program:

Students:

- Mailing 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 tabling in approved sales and solicitations areas by PNC Bank at University events such as freshmen orientations, student fairs, etc.
- Annual direct mailings by the University, at PNC Bank's expense, to the University or home addresses of recently admitted incoming students, which shall include recently admitted transfer students
- Permitting semi-annual mailings by PNC Bank to upperclassmen at their campus addresses, at the beginning of each semester
- Permitting, not to exceed, ten on campus promotions, 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)
- Providing PNC Bank priority positioning in approved sales and solicitation areas for tabling events throughout the year. PNC understands many of these events do not have table assignments and space is allocated on a first come first serve basis
- Permitting the establishment of agreed upon on-campus financial seminars from time to time, the subject matter of which will be pre-approved by University which approval shall not be unreasonably withheld, conditioned or delayed
- Mentioning of PNC Bank and the Program in University publications and mailings as mutually agreed upon by the parties
- Promoting agreed upon student events to be sponsored by PNC Bank
- Providing a web link from University's key student web areas on the University's web site to a customized site at www.pncbank.com/bgsu and www.pncbank.com/bgsu/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 approved bearing University Marks in writing in advance by University (which approval shall not be unreasonably withheld, conditioned or delayed)
- Endorsing the establishment of agreed upon on-campus financial seminars that are pre-approved by University

Faculty/Staff:

- Distributing of materials about the Program at new hire orientations and, in response to PNC Bank's requests, approve the presence of PNC Bank representatives at new hire orientations, which approval shall not be unreasonably withheld, conditioned or delayed
- Permitting on campus promotions, giveaways, and other special marketing events 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.
- Intra-campus mailing of PNC Bank Program material on a semi-annual basis, at PNC Bank's expense, to faculty and staff. However, the parties agree that the Credit Union shall mail their program materials to faculty and staff one (1) time per year
- 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 in University publications and mailings as mutually agreed upon by the parties
- 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
- 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.pncbank.com/wpb/bgsu

(j) With the University's prior approval, which shall not be unreasonably withheld, conditioned or delayed, permit PNC Bank to use University's name and the University Marks in press releases and when marketing the Program. Marketing may include, by example and not limitation, proposals and presentations to other potential clients;

(k) Grant PNC Bank ATM deployment privileges on campus for a minimum of five (5) ATMs as of the Effective Date. Two (2) of the ATMs shall be located in the EFSC (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 Lease Agreement between PNC Bank and University and entered into contemporaneously with this Agreement ("Lease")), which is attached hereto as Exhibit B 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. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, Three (3) ATMs, (the "non-PNC ATMs") exist on the University campus and are owned and maintained by "Other Bank 1", "Other Bank 2" and "Credit Union", (hereinafter collectively

”Vendor(s)”). The non-PNC ATMs exist on the University campus as set forth on Exhibit C and will remain in the Bowen-Thompson Student Union at their present location.. In the event the ATM agreements applicable to these non-PNC ATMs are terminated, University shall extend to PNC a thirty (30) day right of first refusal to provide an additional ATM. Should PNC Bank choose not provide the additional ATM University seek such services from another financial provider.

(l) Acknowledge PNC Bank’s option to impose a surcharge for the use of its ATM(s), by non-PNC Bank customers. The surcharge shall be in the same amount as the surcharge imposed on non-PNC Bank customers for use of PNC Bank branch ATMs in the Bowling Green/Toledo 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 or only to ATMs located on the University’s campus; and

(m) Provide any student information to PNC Bank, upon its written request that is permissible under the provisions of the Family Educational Rights and Privacy Act without the requirement to obtain prior authorization of the subject of the information. PNC Bank’s request for the student information shall be to support the administration of the account. The student information requested may include and shall be limited to name, address, birth-date and the last four (4) digits of the students’ social security number.

(n) Extend PNC Bank’s use of University Marks exclusively for promoting the Program and Financial Services to the Constituents. However, the parties agree that if after the Effective Date of this Agreement the University’s athletic program is sponsored by another financial institution said financial institution shall be allowed to co-brand and use only those University Marks designed for the athletic program.

7. 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) Marketing of the Program, which shall include, 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;
 - Providing Constituents who open an Account pursuant to the Program with a PNC Bank Visa check card which will allow point of sale and ATM transactions everywhere the Visa® logo is displayed;
 - 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;
 - 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 monthly (quarterly) report of new Accounts opened and card transaction activity on an anonymous basis.
 - Provide \$30,000 towards the initial cost of re-carding the campus
 - Collaborate with the University's Student Money Management Program to develop educational programs geared towards developing student financial awareness and responsibility.
- (c) Establish and operate the EFSC pursuant to the terms and conditions of Exhibit E.
- (d) Provide at least two (2) on-site branch customer services representative in the EFSC to assist Constituents with routine customer service matters such as account questions, new account requests and account maintenance.
- (e) Use PNC Bank's reasonable commercial efforts to identify Account applications as Constituents at the time of Account opening and record such Accounts as part of the Program.

8. JOINT OBLIGATIONS

- (a) The parties agree that they shall:
- (i) Issue a press release, jointly approved, upon execution of this Agreement;
 - (ii) Conduct, in good faith, an annual review of the success of the Program in accordance with Section 3; reviews shall be quarterly throughout the Term of this Agreement;
 - (iii) Engage in good faith discussions regarding the best manner to implement a program linking the University ID Card to Accounts, upon the request of the Account owner;

(iv) 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 University Card account; and

(v) Execute each agreement that constitutes an Exhibit hereto and which shall be incorporated herein.

(b) University shall have the right to require PNC Bank to install additional ATMs during the Term in accordance with the following schedule:

Year	PNC Bank	Other Bank 1	Other Bank 2	Credit Union
2010	5 +	1	1	1
2011	5 +	1	1	1
2012	6 +	1		1
2013	6 +	1		1
2014	6 +	1		1

(i) The parties agree that the non-PNC ATMs provided by Other Bank 1, Other Bank 2 and the Credit Union shall be located in the Bowen-Thompson Student Union and remain in their present location during the term of this Agreement.

(c) Engage in good faith discussions resulting in the design and issuance of a co-branded Visa Check Card. PNC shall have the exclusive right to issue the co-branded Visa Check Card. PNC Bank will issue the VISA Check Card upon request by a PNC Bank Accountholder.

However, the parties agree that if after the Effective Date of this Agreement the University's athletic program is sponsored by another financial institution said financial institution shall be allowed to co-brand and issue a Visa Check Card that uses only those University Marks designed for the athletic program.

(d) University may at any time after 2011 desire to explore additional rental revenue streams. As a result the parties agree to engage in arms length discussion(s) at such time regarding the placement of a credit union on the University campuses. The parties agree that such discussions will not require PNC Bank to approve the addition of a credit union on the University campuses. PNC Bank will have to assess the potential impact to this Agreement and the parties will have to agree in writing to any required amendments to this Agreement.

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:

COMMERCIAL GENERAL LIABILITY

\$1,000,000 Each Occurrence
\$3,000,000 General Aggregate
\$1,000,000 Products – Completed Operations
\$1,000,000 Personal and Advertising Injury
\$ 100,000 Fire Damage (any one fire)
\$ 5,000 Medical Expense (any one person)

(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 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 to the best of the University's knowledge;

(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 , 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 consent shall not be unreasonably withheld, conditioned or delayed. Written approval 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, conditioned or delayed. Written approval 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, conditioned or delayed. Written approval 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 mail annually, at PNC Bank's expense, Program materials prepared by PNC Bank to then-graduating students pursuant to Section 6(b) above.

13. INDEMNIFICATION

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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.

15. TAXES

The University is a tax exempt entity.

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. PNC Bank shall have no obligation to pay taxes related to University's operations or conduct of its business (including University's income, employment of personnel, franchise, sales, use and excise taxes).

16. 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.

17. TERMINATION

(a) If 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 if the same is not reasonably capable of being cured within twenty (20) calendar days, and the breaching party fails to commence to remedy same within twenty (20) calendar days and diligently prosecute the remedying of the breach until the same is remedied, the non-breaching party may, at its option, declare this Agreement terminated without prejudice to any additional remedy which may be available to the non-breaching party.

(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 be responsible to PNC Bank for its capital expenditures, as contained on PNC's Bank 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.

(i) Within one (1) year of completing the establishment of the EFSC PNC Bank will provide the University with a copy of a report listing the capital expenditure associated therewith made to further its performance under this Agreement, less and amount equal to the depreciation of such capital expenditures taken up to and including the effective date of preparation of such report.

18. CONFIDENTIALITY

(a) PNC Bank and University agree 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 pursue appropriate remedies in a court of competent jurisdiction 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 to the extent disclosure is required by the State of Ohio or pursuant to a court of 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 more 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 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 from any cause beyond its control or without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accident, floods, power blackouts, volcanic action, major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers or suppliers.

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 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 mail or courier shall be sent to the following addresses:

If to University then to:

Bowling Green State University
Attn: Brad K Leigh

1001 E. Wooster Street
Bowling Green, OH 43403

With a copy to:
Bowling Green State University
Attn: Office of the General Counsel
1001 E. Wooster Street
Bowling Green, OH 43403

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.

Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.

27. WAIVER

Any term or condition of this Agreement may be 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

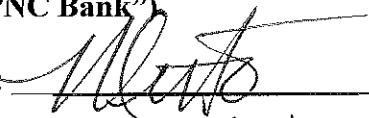
All remedies provided for under the terms of this Agreement shall be cumulative and not alternative.

29. COUNTERPARTS

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

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 Crest
Title: Sr. Vice President
Date: 6-2-2010

Bowling Green State University
("University")

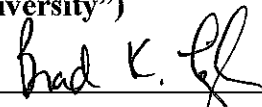
By: 
Name: Brad K. Leigh
Title: Executive Director
Date: 6/3/2010

EXHIBIT A
MASTER LICENSE AGREEMENT

EXHIBIT B
ELECTRONIC FINANCIAL SERVICES CENTER LEASE

EXHIBIT C
NON PNC ATMS

EXHIBIT D
UNIVERSITY MARKS

EXHIBIT E
PNC BANK MARKS

EXHIBIT F
WEBLINKING AGREEMENT

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EXHIBIT A
MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (“ATM Agreement”) is effective as of the 1st day of June, 2010 and is entered into by and between Bowling Green State University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 E. Wooster Street, Bowling Green, Ohio 43403 (“University”), and PNC Bank, National Association, a national banking 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 “Agreement”). Capitalized terms used in this ATM Agreement and not otherwise defined herein, shall have the meaning given them in the Agreement.

WHEREAS, the parties have entered into the Agreement which specified services include ATM deployment.

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 ATMs and to contain such special provisions respecting terms, covenants, conditions and provisions as PNC Bank and University may agree.

2. Grant of License

University hereby grants to PNC Bank, or its affiliate, the right, upon the terms and conditions hereinafter set forth, to install, maintain, service, repair, replace and operate ATMs, together with related Equipment and Installations as described in Section 5 hereof at the location(s) (“the Locations”) set forth in the Licenses.

3. Location of ATMs

The ATMs shall be located within or about the Locations as mutually agreed upon by the parties. The initial Locations will be as indicated in the Licenses. The ATMs, together with related Equipment and Installations, may be relocated only upon the mutual agreement of the parties, provided that the party requesting relocation will bear the cost thereof including the cost of relocating the aforesaid Equipment and Installations. Requests for relocation hereunder must be made no less than thirty (30) days prior to the date that relocation is desired. An ATM may be moved temporarily for security reasons, in the event of fire, casualty, riot or other emergency, provided that University uses its best efforts to promptly notify PNC Bank of such event, and to protect the security of the ATM(s).

4. ATMs

The ATMs installed shall perform cash withdrawals, transfers and balance inquiries. The ATMs will have the ability to be upgraded to provide additional capabilities as the parties may mutually agree from time to time.

5. Installations

- (a) PNC Bank shall, using its own independent contractors, install at the Locations:
 - (i) ATMs and, at its option, additional modules to the ATMs thereafter;
 - (ii) such related machinery and equipment, including telecommunications equipment, alarm systems and signs, as are to be installed within the interior of the Locations as specified in the hereinafter described plans (the "Equipment"); and
 - (iii) such wiring, connections, and hook-ups as are required to connect the ATMs to the dominant regional ATM network (the "Installations").
- (b) University shall permit PNC Bank to install the ATMs and related Equipment and Installations as follows:
 - (i) at the locations mutually agreed upon;
 - (ii) University will use its best efforts to obtain approval of the installation from any parties whose approval is required to place an ATM at the Locations. This applies to any ATM installed after the date of this ATM Agreement;
 - (iii) PNC Bank will be responsible for obtaining, at its expense, all approvals required in connection with the installation, provided that University will cooperate with PNC Bank, and secure the cooperation of any necessary other parties, as required by local ordinances and practice, in making permit applications;
 - (iv) PNC Bank will indemnify and save University harmless from and against all liability, loss, cost and expense arising in connection with the installation; and
 - (v) Upon termination of the Agreement, PNC Bank shall remove the

ATMs 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 Installations, provided that PNC Bank shall cap all pipes and conduits and restore any damage to the Locations caused by such removal.

- (c) Signs may be installed only upon the mutual agreement of the parties. If the parties mutually agree to install signs, PNC Bank and University shall determine each of their obligations to pay the cost of the signs and costs of sign installation, maintenance and removal.

6. Title

Title to and ownership of the ATMs 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 ATMs, related Equipment or Installations. Upon the request of PNC Bank, 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 acceptable to PNC Bank confirming that such party has no legal claims or interests in the ATMs and further confirming PNC Bank's rights under this ATM Agreement. PNC Bank shall have the right to place a label on the ATMs 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 ATMs 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 free access to the ATMs 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. PNC Bank shall bear the expense of such operation, servicing, maintenance and repair.

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 ATMs and the area around the ATMs 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;

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

8. Covenants

(a) University hereby covenants as follows:

(i) it shall not use or permit the use of the PNC Bank name or logo without prior approval of PNC Bank;

(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. University acknowledges that the ATM logos are registered trademarks where indicated; 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 ATMs will (i) comply with the requirements of the Americans with Disabilities Act in ensuring that the ATMs are readily useable by disabled persons; (ii) remain technologically current and that PNC Bank's product offerings will reflect advances in the industry; and (iii) will be upgraded to permit the display of on-screen messages which have been previously approved by University; 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 subject to this ATM Agreement.

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

10. Performance; Warranty

PNC Bank warrants that the ATMs in the Locations shall be fully operational 96% of the time, unless operation is prevented by Force Majeure or routine servicing of the ATMs. PNC Bank will provide University with quarterly reports of the performance of the ATMs.

11. Security

(a) University shall maintain security at the Locations in accordance with the standards for security generally at University's facilities; University shall not be required to post a security guard for any ATM hereunder. 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 adversely affects the operation or security of the ATMs, and University agrees to make, at its expense, such 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) time is of the essence and University and PNC Bank shall each act as quickly as reasonably possible in fulfilling its obligations hereunder.

12. Insurance; Indemnity and Loss

University shall maintain or cause to be maintained, at no expense to PNC Bank, during the Term hereof, such fire and casualty insurance policies covering the Locations and related machinery, Equipment and improvements (excluding the ATMs and related Equipment and Installations), and general liability coverage with respect to the Locations, as is generally maintained by University at similar Locations. In the event University is self-insured for the coverage hereunder, it shall provide PNC Bank with proof of self-insurance by submitting (a) a letter stating that fact, (b) University's most recent financial statement, and (c) a state

certification from University's state of incorporation. 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 ATMs and related Equipment and Installations as PNC Bank considers appropriate.

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

This ATM Agreement shall commence on the Effective Date and shall continue until the Banking Services Agreement expires or is otherwise terminated.

14. General

- A. Access:** University shall permit PNC Bank or its authorized service representative, to have access to the Location, subject to University's reasonable security requirements, if any.
- B. Notices:** All notices which either party may be required or desire to give to the other under this ATM Agreement, 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 mail or courier shall be sent to the following addresses:

If to PNC Bank:

PNC Bank, National Association
Self Service Banking
1600 Market Street, 9th Floor
Philadelphia, PA 19103
ATTN: James Walker
Telephone: 215-585-5134

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

If to University then to:

Bowling Green State University
Attn: Brad K Leigh
1001 E. Wooster Street
Bowling Green, OH 43403

With a copy to:
Bowling Green State University
Attn: Office of the General Counsel
1001 E. Wooster Street
Bowling Green, OH 43403

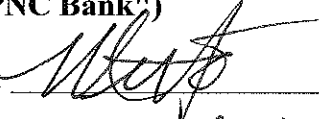
The names and addresses for the purpose of this Section may be changed by either party giving written notice of such change in the manner herein provided for giving notice. Unless and until such written notice is actually received, the last name and address stated by written notice or provided herein,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

- C. **Entire ATM Agreement:** This ATM Agreement 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.
- D. **Counterparts:** This ATM Agreement may be executed in two or more counterparts each of which shall be deemed a duplicate original.

[Remainder of page intentionally left blank]

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

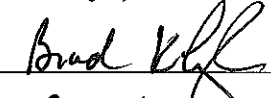
**PNC Bank, National Association
("PNC Bank")**

By: 

Title: Nicolas Ceacchi

Date: 6-2-2010

**Bowling Green State University
("University")**

By: 

Title: Executive Director

Date: 6/3/2010

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. 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 June 1, 2010 between PNC Bank and University.

University:

PNC Bank:

**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 to be Installed After the Effective Date:

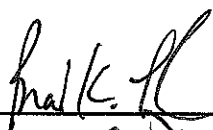
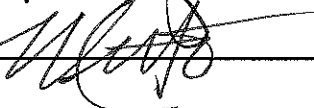
2. University's Interest in Location:

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 June 1, 2010 between PNC Bank and University.

University: 
PNC Bank: 

**SCHEDULE A-2
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 to be Installed After the Effective Date:

2. University'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 June 1, 2010 between PNC Bank and University.

University: Brad K. El
PNC Bank: [Signature]

SCHEDULE A-3
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 to be Installed After the Effective Date:

2. University'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 June 1, 2010 between PNC Bank and University.

University: Brad K. [Signature]
PNC Bank: [Signature]

EXHIBIT B

ELECTRONIC FINANCIAL SERVICES CENTER LEASE

THIS LEASE AGREEMENT ("Lease") is made effective 1st day of June 2010, ("Effective Date"), and by and between Bowling Green State University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 E. Wooster Street, Bowling Green, Ohio 43403 ("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"), party of the Second part.

WITNESSETH:

WHEREAS, Landlord is the owner of a lot of land situated on the campus of Bowling Green State University, County of Wood, and State of Ohio ("Premises"), on which there is erected the building known as Bowen-Thompson Student Union ("Building"); 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 University Banking Services 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 Building of approximately four hundred (400) square feet as more particularly shown in the floor plan attached hereto as Exhibit A, which space includes such areas as queuing line space and entrance to the secured areas, and for the placement of an "Electronic Financial Service Center" (as defined below) ("Demised Premises"). The Demised Premises is located on the first floor of the Bowen-Thompson Student Union. Landlord warrants that the Premises and the Demised Premises are environmentally clean and in compliance with the requirements of the Americans with Disabilities Act. An "Electronic Financial Service Center" or "EFSC" (as defined in the Banking Agreement) to provide "Financial Services" at the EFSC. The EFSC shall be

equipped with at least two (2) ATMs.

2. TERM. The lease term will begin on June 1, 2010 and shall continue through May 31, 2015 ("Initial Term").
3. RENEWAL TERMS. In the event Tenant and Landlord extend the University Banking Services Agreement for the five year renewal option, this agreement will be evaluated and adjusted accordingly. A renewal option for this lease agreement does not exist without the extension of the University Banking Services Agreement.
4. LEASE PAYMENTS. The financial terms and payments associated with the leasing of this space are included in Section 3 Royalty, Payment Terms in the University Banking Services Agreement. The payments and royalties section outlines what will be remitted to the University throughout the term of the relationship and the University shall determine the appropriate internal distribution and allocation methodology.
5. 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.
6. USE OF PREMISES. Tenant shall use the Demised Premises to conduct Financial Services, as defined in paragraph 7 of this Agreement 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.
7. FINANCIAL SERVICES. Tenant agrees to provide Financial Services to the BGSU community on the Demised Premises. "Financial Services" shall mean the provision or promoting of services that include, but are not limited to, opening new deposit accounts (checking, savings, certificates of deposit and individual retirement accounts), accepting consumer loan applications (excluding credit cards), accepting mortgage applications, performing normal banking transactions, and/or ATM services, and may include financial services, such as investment counseling, investment management, brokerage and trust services, non-deposit investment products, annuities, the sale of insurance and/or any other financial service permitted by applicable law.
Landlord agrees that prior to 2011 it shall not enter into any new leases, license agreements or any other agreements during the term of this Lease or any extension hereof, at the Building, or any continuous extension of those buildings which may be constructed in the future (the "Building Area"), which would permit any person or entity, except a credit union, to offer services including financial services which are the same as or similar to the Financial Services offered by Tenant on the Demised Premises, including, without limitation, the placement and/or operation of any stand-alone ATMs in the Building Area.
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. At the end of the Lease term, Tenant shall be entitled to remove, or at the request of Landlord 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. Ordinary wear and tear, damage caused by Landlord, or its agents, employees or contractors, arising from a casualty, or all structural changes, remodeling and additions to the Demised Premises made or done with the written consent of Landlord shall be considered as exempt.

9. MAINTENANCE. Landlord shall have the responsibility to maintain the Demised Premises in good 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 and shall have the responsibility of maintaining and cleaning the space constituting the Demised Premises consistent with Landlord's reasonable expectations and with the remainder of the Building.
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 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.
11. UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services in connection with the use of the Demised Premises by Tenant. Tenant shall be responsible for telephone, video surveillance and internet service within the confines of the Demised Premises.
12. INSURANCE. (a) "Liability Insurance" is insurance providing coverage for sums the insured becomes legally obligated to pay as damages because of an occurrence resulting in property damage or in bodily injury (including sickness and disease, and including death from such injury, sickness or disease), or because of an occurrence resulting in personal injury or advertising injury, an example of which is insurance known at the date of this Agreement as "commercial general liability" insurance (formerly known as "comprehensive general liability"), and which coverage is provided under customary terms, conditions, and limitations, including occurrence-based coverage (and not claims-based coverage) as long as such coverage is available at commercially reasonable rates.

(b) Tenant shall carry and cause its contractors to carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Landlord's reasonable request.

Tenant's Liability Insurance is primary to Landlord's Liability Insurance for occurrences in the Demised Premises. The insurer must be licensed in the state in which the Demised Premises is located, give Landlord thirty (30) days' notice of cancellation or reduction in coverage, and furnish Landlord certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made regarding this Agreement against it by for the named insured for claims made regarding this Agreement against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. Tenant shall carry property insurance with respect to its furniture, fixtures and equipment providing "all risk" coverage. Tenant may use blanket policies.

(c) Landlord shall carry Liability Insurance with a limit of at least \$5,000,000 (combined single limit for bodily injury and property damage) which limit is subject to increase each three years, on Tenant's reasonable request. Landlord's Liability Insurance is primary to Tenant's Liability Insurance for occurrences in the Premises outside the Demised Premises. The insurer must be licensed in the state in which the Premises is located, give Tenant thirty (30) days' notice of cancellation or reduction in coverage, and furnish Tenant certificates of coverage on request. Under the Liability Insurance policy, the inclusion of additional insureds must not affect coverage for the named insured for claims made against it by additional insureds where the claims would have been covered under the policy had the additional insured not been included. The parties will coordinate the subrogation clauses of these coverages. To the extent required by any applicable Lease Agreement, Landlord shall carry property insurance on the Premises providing "all risk" coverage with a replacement cost endorsement. Landlord may use blanket policies and property insurance deductibles up to \$100,000.

(d) Either party may self-insure as long as the self-insuring party's (or its parent corporation's) net worth exceeds \$60,000,000 and the self-insuring party (or its parent corporation) is consistently able to meet its financial obligations as they mature and complies with the law applicable to self insurance.

(e) The merchandise and other property of Tenant and its employees at the Demised Premises may be subject to damage or loss by reason of many hazards, such as theft, fire, leakage, heater power failure, accidents, defects in plumbing, boiler or other explosions, and the bursting of pipes. Insurance is obtainable against most if not all of such hazards. Landlord shall not be liable for any damage to the Demised Premises or to the fixtures or equipment of Tenant contained therein or any loss suffered by Tenant caused by fire or any such other hazards, excluding such damage or loss caused by the negligence or willful misconduct of Landlord, its employees, agents or subcontractors.

13. INDEMNIFICATION.

Intentionally left blank.

14. 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.

15. ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublet all or any part of the Demised 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 the entire business or Tenant as a result of merger, consolidation, 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.
16. 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. Landlord shall be solely liable for any and all common area maintenance charges, real estate taxes, or any applicable taxes under the terms of the Lease Agreement.
17. DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises in which the Demised Premises exist are 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 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, this Lease shall terminate upon twenty (20) days after receipt of written notice of such event or condition by either party.
18. 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. 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.
19. DEFAULT. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any obligation within thirty (30) days after written notice of such default is received by Tenant, Landlord may take possession of the Demised Premises without further notice, and without prejudicing Landlord's rights to damages; provided., however that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Tenant shall not be deemed to be in

default if Tenant shall within such period commence such cure and thereafter diligently prosecuting the same to completion. 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 Lease obligation or term 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, in such event Landlord shall reimburse Tenant no later than five (5) business days after written demand; provided, however, that if the nature of the default is such that the same cannot be reasonably cured within such thirty (30) day period, Landlord shall not be deemed to be in default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion.

20. EXCUSE OF PERFORMANCE (FORCE MAJEURE). Notwithstanding anything in this Lease to the contrary, if 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 Tenant, then performance of such act by Tenant shall be excused for the period of the delay and the period for the performance of any such act by Tenant shall not be extended for a period equivalent to the period of such delay.
21. 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 remain liable for all direct damages suffered by Landlord. Landlord shall use its best efforts to mitigate its damages by promptly searching for a replacement tenant which will provide the same services at the same rate as Tenant has agreed.
22. TENANT EMPLOYEES. Tenant agrees that it, its employees, agents and subcontractors and all persons about the Demised Premises under its control, shall and will abide by all regulations promulgated for the operation of the Building by the governing body of the Landlord provided such rules and regulations and any amendments thereto are made available to Tenant at least seven (7) days in advance of the effective date of such rules and regulations and further provided that such rules and regulations do not conflict with any laws or regulations applicable to Tenant's business and do not unreasonably impair EFSF operations. Landlord agrees, to the best of Landlord's ability, to promptly notify Tenant at any time that rules or regulations are going to be enacted concerning the operation of the Building which could affect Tenant and further agrees to coordinate such rules and regulations with Tenant so that any special requirements of Tenant in the

conduct of its business shall be taken into consideration prior to enactment by Landlord. Tenant's employees, while working at the EFSF, shall be entitled to the nonexclusive use of the restroom facilities and any break room in the Building provided by Landlord for the convenience of Landlord's employees.

23. NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by certified mail, return receipt, postage prepaid, addressed as follows:

TO LANDLORD:
Bowling Green State University
Attn: Brad K Leigh
1001 E. Wooster Street
Bowling Green, OH 43403

TO 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.

24. 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.
25. 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 successor and assigns and legal representatives.
26. CONSENT NOT UNREASONABLY WITHHELD. All consents, permissions and approvals require or permitted by Landlord hereunder shall be in writing and shall not be withheld, conditioned or delayed unreasonably.
27. NO JOINT VENTURE. Nothing contained in this Lease shall be deemed or construed by the parties hereto by any third party to create the relationship of principal and agent, or of partnership, or of joint venture between Landlord and Tenant.
28. 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.

29. ENTIRE AGREEMENT/AMENDMENT. This Lease is an exhibit to and an integral part of the Banking Agreement and 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 obligated under the amendment.
30. 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.
31. RECORDING. Neither party shall record this Lease in any form without the prior written consent of the other.
32. 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.
33. CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.
34. GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Ohio (without regard to conflicts of law provisions of the State).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto be legally bound have hereunto set their hands and seals this 1st day of June, 2010.

Bowling Green State University
("Landlord")

By: Brad C. [Signature]
Title: Executive Director
Date: 6/3/2010

PNC Bank, National Association
("Tenant")

By: [Signature]
Title: Sr. Vice President
Date: 6-2-2010

Exhibit A
Electronic Financial Services Center Lease
“Floor Plan”

EXHIBIT C

NON PNC ATMS

Three NON PNC ATM's will remain in their present locations within the Bowen-Thompson Student Union upon execution of this agreement. The ATM's owned by Huntington National Bank and Glass City Federal Credit Union will be permitted to remain for the five year duration of this University Banking Service Agreement while the Key Bank ATM will be retained until its expiration on May 31, 2012.

If during the term of this agreement the University determines a non PNC ATM should be relocated within the Bowen-Thompson Student Union, PNC will be consulted prior to redeployment.

EXHIBIT D

UNIVERSITY MARKS

University Marks and associated standards can be found at the following URL:

<http://www.bgsu.edu/offices/mc/gsm/page14978.html>

EXHIBIT E

PNC BANK MARKS

EXHIBIT F

WEB LINKING AGREEMENT

THIS WEB LINKING AGREEMENT (this “Web Agreement”) is entered into by and between Bowling Green State University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 E. Wooster Street, Bowling Green, Ohio 43403, (“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 the attached Schedule A, 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 F.

(b) Subject to the provisions of Section 8(g) of the Agreement, University grants to PNC Bank a limited, nonexclusive and nontransferable license to use University's Marks as set forth on the attached Schedule B, 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 B to this Exhibit 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.

UNIVERSITY

By: Brad K. Reid

Name: Brad K. Reid

Title: Executive Director

PNC BANK, NATIONAL ASSOCIATION

By: Nickolas Certo

Name: Nickolas Certo

Title: Senior Vice President

**SCHEDULE A
TO "EXHIBIT F"
PNC BANK MARKS**

1. The PNC Bank Marks that are licensed under the terms of this Web Linking Agreement are:



® (Powerlink Logo)

PNC Bank

PNC Advisors

2. Bowling Green State University agrees to use the PNC Bank Marks in accordance with the standards set forth below:
 - a. Do not abbreviate the name to "PNC"
 - b. When using the PNC Bank name in text as it is here, always present it as two words and display the word "Bank" in upper and lower case
 - c. Use original reproduction artwork, never create your own PNC Bank logo, or alter the original in any way
 - d. The PNC Bank logo may ONLY be printed in black or in our corporate color PMS 287
 - e. The PNC Bank logo may be reversed out of a dark color to white

PNC Bank shall pre-approve all uses of the PNC Bank Marks.

**SCHEDULE B
TO "EXHIBIT F"
UNIVERSITY MARKS**

The University marks, logos and other graphics as specified reside in the URL provided separately to PNC Bank.

FIRST AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

This is the First Amendment (“First Amendment”) to that certain University Banking Services Agreement by and between, Bowling Green State University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 E. Wooster Street, Bowling Green, Ohio 43403 (“University”), and PNC Bank, National Association, a national banking association, (“PNC Bank”) dated the 1st day of June, 2010 (the “Agreement”). This First Amendment shall be effective as of the 1st day of September, 2010 (“First Amendment Effective Date”). All capitalized terms used in this First Amendment and not defined shall have the same meaning given them in the Agreement.

WHEREAS, the University wants PNC Bank to install an additional ATM pursuant to the terms set forth in Section 8(b) of the Agreement; and

WHEREAS, the parties have agreed to make certain modifications to the Agreement as set forth herein; and

WHEREAS, the parties agree that they will be bound by the terms hereof.

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 6(k) is deleted in its entirety and amended in its entirety to read as follows:

(k) Grant PNC Bank ATM deployment privileges on campus for a minimum of five (5) ATMs as of the Effective Date. Two (2) of the ATMs shall be located in the EFSC (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 Lease Agreement between PNC Bank and University and entered into contemporaneously with this Agreement (“Lease”)), which is attached hereto as Exhibit B and incorporated herein by this reference. The remainder of the ATMs (and the associated grant of ATM privileges with respect these ATMs), as well as any additional ATMs installed pursuant to Section 8(b) of this Agreement, 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. Notwithstanding the foregoing, it is expressly understood and agreed by the parties that, as of the Effective Date, Three (3) ATMs, (the “non-PNC ATMs”) exist on the University campus and are owned and maintained by “Other Bank 1”, “Other Bank 2” and “Credit Union”, (hereinafter collectively “Vendor(s)”). The non-PNC ATMs exist on the University campus as set forth on

Exhibit C and will remain in the Bowen-Thompson Student Union at their present location. In the event the ATM agreements applicable to these non-PNC ATMs are terminated, University shall extend to PNC a thirty (30) day right of first refusal to provide an additional ATM. Should PNC Bank choose not provide the additional ATM University seek such services from another financial provider.

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

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

PNC Bank, National Association
("PNC Bank")

By: _____

Name: Nickolas Certo

Title: Senior Vice President

Bowling Green State University
("University")

By: _____

Name: Brad Leigh

Title: Executive Director

**SCHEDULE A-4
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 to be Installed After the Effective Date:

North Building, Central Student Lounge ("Pit"), Southwest Corner

One University Drive, Huron OH 44839

2. University's Interest in Location:

Owner

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

Bowling Green State University

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 Master License Agreement dated June 1, 2010 between PNC Bank and University.

[SIGNATURE PAGE TO FOLLOW

University: Bradell

PNC Bank: Watts

**SECOND AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT**

This is the Second Amendment (“Second Amendment”) to that certain University Banking Services Agreement by and between, Bowling Green State University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 E. Wooster Street, Bowling Green, Ohio 43403 (“University”), and PNC Bank, National Association, a national banking association, (“PNC Bank”) dated the 1st day of June, 2010 (the “Agreement”). This Second Amendment shall be effective as of the 1st day of April, 2011 (“Second Amendment Effective Date”). All capitalized terms used in this Second Amendment and not defined shall have the same meaning given them in the Agreement.

WHEREAS, the University wants PNC Bank to install an additional ATM pursuant to the terms set forth in Section 8(b) of the Agreement; and

WHEREAS, the parties have agreed to make certain modifications to the Agreement as set forth herein; and

WHEREAS, the parties agree that they will be bound by the terms hereof.

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. Schedules A-1, A-2 and A-3 are deleted in their entirety and replaced in their entirety with revised Schedules A-1, A-2, and A-3, which are attached hereto and incorporated herein by reference.
2. All provisions of the Agreement not specifically mentioned in this Second Amendment are hereby ratified and confirmed and shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

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

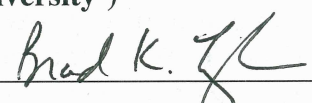
PNC Bank, National Association
("PNC Bank")

By:  _____

Name: Nickolas Certo

Title: Senior Vice President

Bowling Green State University
("University")

By:  _____

Name: Brad K. Leigh

Title: Executive Director

**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 to be Installed After the Effective Date:

Bowling Green State University
Bowling Green, OH 43403

Founders Hall

2. University's Interest in Location:

Owner

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

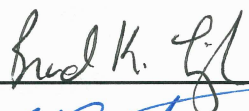
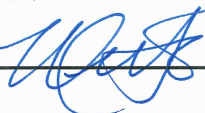
Bowling Green State University

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 Master License Agreement dated June 1, 2010 between PNC Bank and University.

University: 
PNC Bank: 

**SCHEDULE A-2
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 to be Installed After the Effective Date:

Bowling Green State University
Bowling Green, OH 43403

McDonald Hall

2. University's Interest in Location:

Owner

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

Bowling Green State University

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 Master License Agreement dated June 1, 2010 between PNC Bank and University.

University: Brad K Lyle

PNC Bank: [Signature]

**SCHEDULE A-3
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 to be Installed After the Effective Date:

Bowling Green State University
Bowling Green, OH 43403

Student Union, 2nd Floor

2. University's Interest in Location:

Owner

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

Bowling Green State University

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 Master License Agreement dated June 1, 2010 between PNC Bank and University.

University: _____

Brad K. L...

PNC Bank: _____

[Signature]

**SCHEDULE A-5
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 to be Installed After the Effective Date:

Bowling Green State University
Bowling Green, OH 43403

Stroh Center

2. University's Interest in Location:

Owner

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

Bowling Green State University

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 Master License Agreement dated June 1, 2010 between PNC Bank and University.

University: _____

PNC Banks: _____

THIRD AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

This is the Third Amendment (“Third Amendment”) to that certain University Banking Services Agreement by and between, Bowling Green State University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 E. Wooster Street, Bowling Green, Ohio 43403 (“University”), and PNC Bank, National Association, a national banking association, (“PNC Bank”) dated the 1st day of June, 2010 (the “Agreement”). This Third Amendment shall be effective as of the 1st day of April, 2012 (“Third Amendment Effective Date”). All capitalized terms used in this Third Amendment and not defined shall have the same meaning given them in the Agreement.

WHEREAS, the University wants PNC Bank to process payments and disbursements to students and, in conjunction therewith, provide an on-line service for those payments and disbursements; and

WHEREAS, the parties have agreed to make certain modifications to the Agreement as set forth herein; and

WHEREAS, the parties agree that they will be bound by the terms hereof.

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. A new Exhibit G “Payment Solutions Agreement” is attached hereto and incorporated herein by reference into the Agreement.
2. Section 3(e) of the Agreement is deleted in its entirety and replaced in its entirety with the following:

(e) As of the Third Amendment Effective Date for any calendar year in which the Program Goal Total is exceeded, and eighty percent (80%) of the Faculty and Staff Program Goals have been met, additional Royalty payments would be available as follows:


Percentage Program Goal Total is Exceeded	Percentage of Additional Royalty (Maximum allowed - 20%)
1%	1%
2%	2%
3%	3%
4%	4%
5%	10%

6%	11%
7%	12%
8%	13%
9%	14%
10% or greater	20%

3. All provisions of the Agreement not specifically mentioned in this Third Amendment are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, 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:  _____

Name: Nickolas Certo

Title: Senior Vice President

Bowling Green State University
("University")

By:  _____

Name: Brad K. Leigh

Title: Executive Director

**FOURTH AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT**

This is the Fourth Amendment to that certain University Banking Services Agreement, (the "Fourth Amendment") is effective as of the 10th day of July, 2013 (the "Fourth Amendment Effective Date") by and between Bowling Green State University, an institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 East Wooster Street, Bowling Green, Ohio 43403 ("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"). All capitalized terms used in this Fourth Amendment and not defined shall have the same meaning given them in the Agreement.

WHEREAS, the parties entered into a University Banking Services Agreement dated June 1, 2010, (the "Agreement"): and

WHEREAS, an integral part of the Agreement is that certain Master License Agreement ("ATM Agreement"), marked for reference as "Exhibit A", through which ATMs are provided at the Locations; and

WHEREAS, PNC Bank currently has installed five (5) Automated Teller Machines ("ATMs") at the locations as demonstrated in the following Table Number 1 and as further described on Schedules A-1 through A-5 of the ATM Agreement which are attached thereto and incorporated therein (the "Locations")

Table Number 1

Schedule to ATM License Agreement	Location
A-1	Founder Hall
A-2	McDonald Hall
A-3	Student Union
A-4	North Building Central Student Lounge
A-5	Stroh Center

; and

WHEREAS, University and PNC Bank wish to document a new ATM that is to be installed at the location known as (the "Kreischer Hall University Campus Location"); and

WHEREAS, the parties have agreed to make certain modifications to the Agreement as set forth herein; and

WHEREAS, the parties agree that they will be bound by the terms hereof.

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. Pursuant to Section 1 of the ATM Agreement, as amended, between PNC Bank and University, an ATM shall be deployed to the Kreischer Hall University Campus

Location on or about August 1, 2013, as further described in Schedule A-6, which is attached hereto and incorporated by reference herein.

2. All provisions and terms and conditions of the Agreement, as amended, not specifically addressed herein are hereby ratified and reconfirmed by the parties.

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

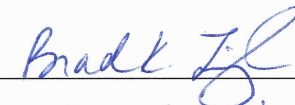
PNC BANK, NATIONAL ASSOCIATION
("PNC BANK")

BOWLING GREEN STATE UNIVERSITY
("University")

By: 

Name: Nickolas Certo

Title: Senior Vice President

By: 

Name: Brad K. Leigh

Title: Executive Director

SCHEDULE A-6
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 to be installed after the Fourth Amendment Effective Date:

Bowling Green State University
Bowling Green, Ohio 43403

Kreischer Hall- North Entrance

2. University's Interest in Location:

Owner

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

Bowling Green State University

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 Master License Agreement dated June 1, 2010 between PNC Bank and University.

University: _____

Brad K. [Signature]

PNC Bank: _____

[Signature]

**SIXTH AMENDMENT
TO THE UNIVERSITY BANKING SERVICE AGREEMENT**

THIS SIXTH AMENDMENT to the University Banking Services Agreement (the "Sixth Amendment") is made and entered into effective as of the 9th day of July, 2015, (the "Sixth Amendment Effective Date"), by and between Bowling Green State University ("University") and PNC Bank, National Association, a national banking association with its principal office located at 249 Fifth Avenue, Pittsburgh, PA 15222, ("PNC Bank"). This Sixth Amendment amends the Agreement in accordance with the terms set forth herein, and together the Amendment and the Agreement constitute a single revised Agreement. All capitalized terms used in this Sixth 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 June 1, 2010 as amended by the First Amendment dated September 1, 2010; and the Second Amendment dated April 1, 2011, and the Third Amendment dated April 1, 2012, and the Fourth Amendment dated July 10, 2013 and the Fifth Amendment dated June 1, 2015 (collectively the "Agreement");

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

WHEREAS, the parties hereto wish to formally memorialize these changes in this Sixth 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. New Section 4(c) shall be added to the Agreement in its entirety as follows:

(c) PNC Bank agrees to comply with all applicable laws in the performance of all actions taken in connection with this Agreement, including, but not limited to, compliance with the Credit Card Accountability Responsibility and Disclosure Act of 2009, 15 U.S.C. § 1601 et seq., including its requirements regarding the protection of young consumers; the Truth in Lending Act, 15 U.S.C. § 1650, 15 U.S.C. § 1637 as amended; the Truth in Savings Act, 12 U.S.C. § 4301 et seq., and the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, and their implementing regulations.

2. New Section 4(d) shall be added to the Agreement in its entirety as follows:

(d) The parties agree that marketing materials related to the Program will be communicated electronically from time to time. In order for either party to become the designated "Sender" with respect to CAN SPAM, the party must meet certain defined requirements.

1. Each party to this Agreement will comply with the following provision when engaging as the Sender under CAN-SPAM:

- (i) the header information must not be materially false or misleading and it must accurately identify the sending computer (15 U.S.C. 7704(a)(1));
- (ii) the subject heading cannot mislead a reasonable recipient as to a material fact about the contents of the e-mail (15 U.S.C. 7704(a)(2));
- (iii) the e-mail must include a valid opt-out mechanism (15 U.S.C. 7704(a)(3)(A)(i)); and

(iv) the e-mail must include a clear commercial identifier, opt-out notice, and physical address (15 U.S.C. 7704(a)(5)(A)).

2. No a sexually oriented e-mails will be sent by either party under this Agreement.
3. The parties will agree, prior to the distribution of materials which entity shall be considered the Sender.
4. The Sender will be responsible for all claims or losses resulting from any email communication(s) that violate CAN-SPAM.

3. All provisions of the Agreement not specifically mentioned in this Sixth 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 Sixth Amendment on its behalf, as of the Sixth Amendment Effective Date.

PNC Bank, National Association
("PNC Bank")


By: 

Nickolas Certo

Title: Senior Vice President

Date: 7/9/15

Bowling Green University
("University")

By: 

Andy Grant

Title: Director

Date: 7/10/15

**SEVENTH AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT**

THIS SEVENTH AMENDMENT to the University Banking Services Agreement (the "Seventh Amendment") is made and entered into effective as of the 1st day of February, 2016, (the "Seventh Amendment Effective Date"), by and between the Bowling Green State University, ("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 Seventh Amendment amends the Agreement in accordance with the terms set forth herein and together, the Amendments and the Agreement constitute a single revised Agreement. All capitalized terms used in this Seventh 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 June 1, 2010, as amended by the First Amendment dated September 1, 2010; and the Second Amendment dated April 1, 2011, and the Third Amendment dated April 1, 2012, and the Fourth Amendment dated July 10, 2013, and the Fifth Amendment dated June 1, 2015, and the Sixth Amendment dated July 9, 2015 (collectively the "Agreement");

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

WHEREAS, the parties hereto wish to formally memorialize these changes in this Seventh 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 2 of the Agreement is deleted in its entirety and replaced in its entirety with the following:

"This Agreement shall commence as of the Effective date of this Amendment and shall terminate on May 31, 2023, unless the Agreement is terminated earlier in accordance with Section 17 of the Agreement.

2. Section 3 of the Agreement ROYALTY, PAYMENT TERMS shall be amended in part as follows:

3(a): Subsection (a) shall be deleted in its entirety and replaced in its entirety by the following Section 3(a):

"Each May of the Term, beginning with May 2016, the parties shall conduct an annual review of the performance of the applicable year of the Program, with Program Expectations stated for new student account for each of the first five years of the Term and Program Expectations stated for the faculty and staff accounts for each of the first five years of the Term. In the event the parties agree to extend the Term for an additional eight (8) years, the program Expectations and royalty shall be negotiated by parties in good faith."

Account numbers are based on a June-May calendar year. Program Expectations may be adjusted by mutual consent.

Annual Expectations

	2016	2017	2018	2019	2020	2021	2022	2023
Student	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300
Faculty/Staff	50	50	50	50	50	50	50	50
TOTAL	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350

Royalty payment schedule in Section 3(b) is hereby revised as follows:

Annual Payment

Annual payments to be made each year within sixty (60) days of the end of the previous calendar year if the annual new account production Expectations are met for the calendar year:

Year 1 - \$ 250,000	(Payable by July 1, 2016 for Year 1 production)
Year 2 - \$ 250,000	(Payable by July 1, 2017 for Year 2 production)
Year 3 - \$ 250,000	(Payable by July 1, 2018 for Year 3 production)
Year 4 - \$ 250,000	(Payable by July 1, 2019 for Year 4 production)
Year 5 - \$ 250,000	(Payable by July 1, 2020 for Year 5 production)
Year 6 - \$ 250,000	(Payable by July 1, 2022 for Year 6 production)
Year 7 - \$ 250,000	(Payable by July 1, 2023 for Year 7 production)
Year 8 - \$ 250,000	(Payable by July 1, 2024 for Year 8 production)

3. Exhibit B, Electronic Financial Services Center Lease is amended in part as follows:

(a) University and PNC Bank hereby amend the Lease to relocate the EFSC to a new location on the Premises as shown on Exhibit A attached hereto (the "New Work Area") which location is approximately _____ square feet (the "Relocated EFSC"). The New Work Area shall also include separately demised space for the relocation of a campus ID card office and student union information desk for University (the "Relocated University Space"). PNC Bank shall be responsible for the completion of all work required in connection with the relocation of the Relocated EFSC and the Relocated University Space to the New Work Area in accordance with the approved plans and scope of work in Exhibit "B" attached hereto (the "PNC Bank Relocation Work"). University shall be responsible to perform all the work listed in Exhibit B under the heading "BGSU Responsibilities Prior to Construction Demolition" on the New Work Area prior to delivery thereof to PNC Bank (the "University Relocation Work"). The University Relocation Work and the PNC Bank Relocation Work shall be collectively referred to as the "Relocation Work". University shall reimburse PNC Bank for the cost to (i) demolish existing improvements in the New Work Area, (ii) demise the Relocated EFSC and the Relocated University Space and, (iii) construct or move interior walls as necessary within ten (10) days of receipt of PNC Bank's invoice therefor. PNC Bank shall commence the PNC Bank Relocation Work on or before February 1, 2016. Within ten (10) days after the substantial completion of the PNC Bank Relocation Work, (the "Relocation Premises Commencement Date"), PNC Bank shall vacate the Premises and take possession of the Relocated EFSC (the "New Work Area Commencement Date"), and University shall, in its discretion remove or demolish the improvements located at the existing Demised Premises. From and after the New Work Area Commencement Date, the term "Demised Premises" shall mean the Relocated EFSC, and all references in the Lease to the Demised

Premises shall mean the Relocated EFSC. On or after the New Work Area Commencement Date, University shall be responsible to perform all the work listed in Exhibit B under the heading "BGSU Responsibilities for Fixtures and Furnishings".

(b) University, on behalf of itself and its shareholders, directors, officers, employees, affiliates, agents, heirs, executors, administrators, successors and assigns (as applicable) (collectively, the "University Parties"), hereby releases and forever discharges PNC Bank and the its shareholders, directors, officers, employees, affiliates, agents, heirs, executors, administrators, successors and assigns (as applicable) (collectively, the "PNC Bank Parties") from any and all claims, causes of action, liabilities, damages, suits, proceedings, obligations and other responsibilities of every sort or kind whatsoever, whether at law or equity (collectively, "Claims"), which University or any of the University Parties ever had, now has or can, will or may have against PNC Bank or any of the PNC Bank Parties, arising out of or relating to the Relocation Work, except for Claims arising out of or relating to the Relocation Work which are caused solely by the gross negligence or willful misconduct of PNC Bank, or its employees, agents or contractors.

4. All provisions of the Agreement not specifically mentioned in this Seventh 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 Seventh Amendment on its behalf, as of the Seventh Amendment Effective Date.

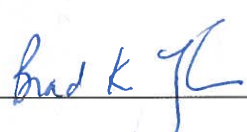
PNC Bank, National Association
("PNC Bank")

By:  _____
Nicholas Certo

Title: Senior Vice President

Date: 2/11/14

Bowling Green State University
("University")

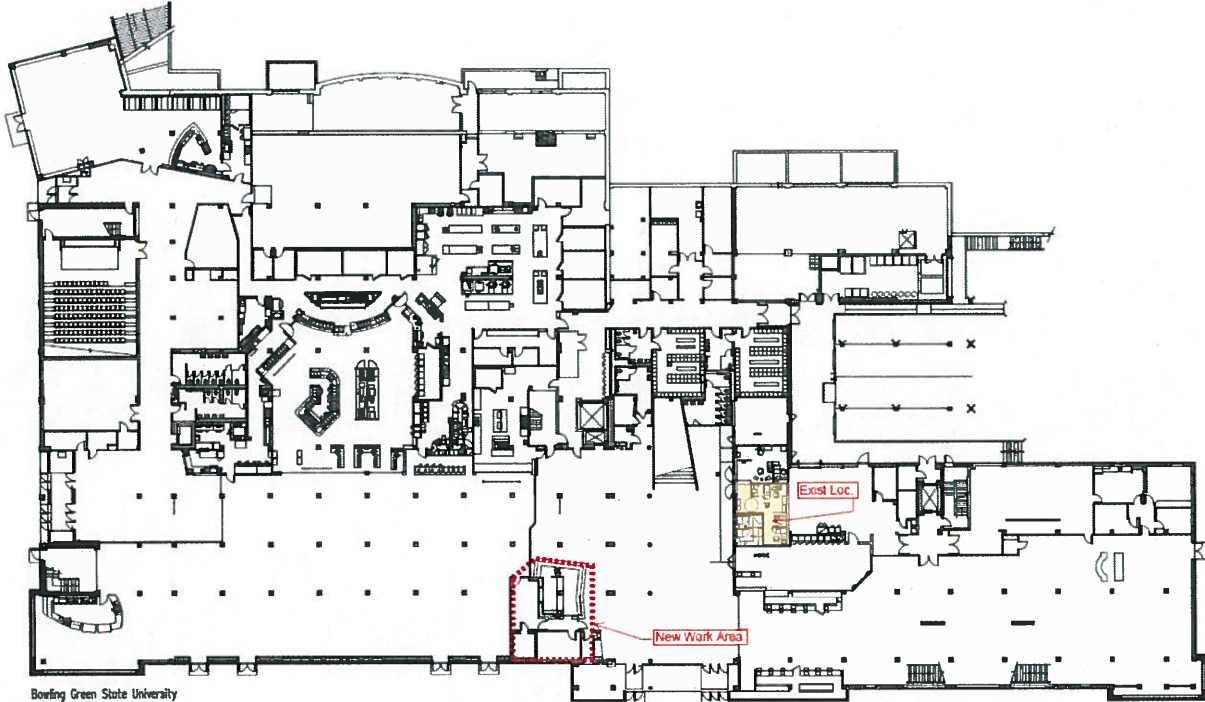
By:  _____

Title: Executive Director

Date: 2/4/16

EXHIBIT A

The New Work Area Location



Bowling Green State University
Bowen-Thompson Student Union
Bowling Green OH

EXHIBIT B

Scope of Relocation Work

PNC Branch Relocation Project, Bowling Green State University, Bowen-Thompson Student Union Building, Bowling Green OH 1-5-16

Refer to overall floor plan diagrams for a description of the affected areas

BGSU Responsibilities Prior to Construction Demolition

Disable and remove:

1. All television information devices
2. BGSU Card account management terminals
3. All security checkpoint devices and/or surveillance-security items
4. All electronic devices, computers, printers, copiers, etc in the way of construction
5. All sliding/rolling gates, screens, etc.
6. All trade equipment and furnishings meant to be retained
7. All other office supplies, etc, meaning clear out all storage shelving, drawers and cabinets in current BGSU Info desk area that will be affected by construction.
8. Relocate functioning of service desk area away from the area of construction on a temporary basis.

PNC Responsibilities for Build-Back (Refer to GPD Group construction drawings submitted for bid and permitting as basis for build-back work scope and specifications):

1. Demolition of existing structure (walls, ceiling, electrical/HVAC) within the immediate area of construction to facilitate build-back of new features.
2. Construct new interior wall framing and drywall
3. Install new ceiling within affected area
4. New electrical services and lighting as required for new area
5. HVAC modifications as required
6. Cabinetry and millwork per drawings
7. Flooring to be installed within PNC space will be per PNC standards. BGSU shall verify desired floor finishes
8. Relocation of all PNC electronic items, security systems, ATM machines and other trade equipment
9. Telecommunication connections per drawings

BGSU Responsibilities for Fixtures and Furnishings:

1. Relocate and install all existing freestanding furnishings, desks, seating etc. on hand for redeployment within new space
2. All other office supplies, storage items, etc.
3. All BGSU-pertinent electronic devices, PC's printers, copiers, etc.
4. All security/surveillance items for BGSU's sole use
5. All final connections, start up and test of the above.

TERMINATION AGREEMENT

This Mutual Termination Agreement ("Termination Agreement") is made this 17th day of February, 2016, (the "Effective Date") by and between Bowling Green State University ("University") and PNC Bank, National Association with its principal place of business at 300 Fifth Avenue, Pittsburgh, PA 15222, for itself and on behalf of its Affiliates (collectively "PNC Bank").

WHEREAS, the parties have previously entered into a Payment Solutions Agreement, dated June 1, 2015, (the "Payment Solutions Agreement" or "Agreement"); and

WHEREAS, PNC Bank pursuant to the Payment Solutions Agreement has been processing mutually agreed payments and disbursements to students and, in conjunction therewith, provide an on-line service for those payments and disbursements (the "Payment Solutions Service"); and

WHEREAS, PNC Bank and University now choose to mutually terminate the Payment Solutions Agreement and the Payment Solutions Services related thereto in accordance with the terms and conditions of this Termination Agreement; and

NOW, THEREFORE, in consideration of the terms and conditions hereof, and for other good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged by the parties, PNC Bank and University agree as follows:

1. The Termination Date of the Agreement shall be June 30, 2016, or an earlier date, as mutually agreed to in writing by the parties, (the "Termination Date").
2. PNC Bank shall be obligated to provide the Transition Services as further described on Exhibit A, (the "Transitions Services"), which is attached hereto and incorporated herein.
3. Governing Law. This Termination Agreement shall be interpreted in accordance with the substantive laws of the State of Ohio, without regard to principles of conflict of law.
4. Confidentiality. **Section 16, Confidentiality**, of the Payment Solutions Agreement shall survive this Termination Agreement.
5. Miscellaneous. This Termination Agreement contains the entire understanding between University and PNC Bank, and it supersedes any and all prior agreements or understandings between PNC Bank and University regarding the subject matter of this Termination Agreement. This Termination Agreement may not be amended except in a writing signed by both parties.

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

PNC Bank, National Association
("PNC Bank")

By: _____

Title: SVP University Banking

Date: 2/22/16

Bowling Green State University
("University")

By: _____

Title: Executive Director

Date: 2/5/16

EXHIBIT A

TRANSITION SERVICES

In order to facilitate the smooth transition of the Payment Portal Services to the University and/or its designee, the parties mutually agree to provide to the other certain services during the wind down period as described below (the "Transition Services").

Transition Assistance: During the period between the Effective Date of this Termination Agreement and the Termination Date, each party shall provide the Transition Services set forth below:

A. PNC Bank:

- (i) PNC Bank will no longer accept demographic files and/or payment files from the University after June 28, 2016.
- (ii) PNC Bank will no longer permit student access to the Payment Portal after June 30, 2016.
- (iii) PNC Bank will permit no more than two (2) University staff members, identified in advance prior to the Payment Solutions Services Termination Date, administrative access to the Payment Portal, said access shall continue until December 31, 2016. Administrative access is permitted for the purposes of:
 - a.) clearing any miscellaneous items;
 - b.) viewing student activity history in the Payment Portal; and
 - c.) resolving all unclaimed payments that were issued pursuant to the Payment Solutions Services.
- (iv) Upon request, PNC Bank may, in its discretion, provide Preference Information to the University. "Preference Information" shall mean, refunding information provided to the University by the student through the Payment Portal Services and may include (a) payment history; (2) history of direct enrollment; (3) student/parent demographic information (changes in address); (4) all comments; (5) stop payment information (dates, comments, etc.); (6) and listing of uncashed checks, all of which shall be made available to the University prior to the December 31, 2016 Administrative access termination. For students who elected ACH delivery of their refund, this may include: (a) bank routing number; (b) bank account number; and (c) bank account type. The Preference Information shall be provided, by PNC Bank to the University, no later than June 30, 2016.

B. University:

The University, and or its designee, shall provide any requested assistance to PNC Bank regarding the Transition Services.

EIGHTH AMENDMENT TO THE
UNIVERSITY BANKING SERVICES AGREEMENT

THIS EIGHTH AMENDMENT to the University Banking Services Agreement (the "Eighth Amendment") is made and entered into this 5th day of May 2016, (the "Eighth Amendment Effective Date"), by and between Bowling Green State University, ("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 Eighth 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 Eighth 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 June 1, 2010, as amended by the First Amendment dated September 1, 2010; and the Second Amendment dated April 1, 2011, and the Third Amendment dated April 1, 2012, and the Fourth Amendment dated July 10, 2013, and the Fifth Amendment dated June 1, 2015, and the Sixth Amendment dated July 9, 2015, and the Seventh Amendment dated February 1, 2016 (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 Eighth 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:

If to University then to: Bowling Green State University 1001 E. Wooster Street Bowling Green, OH 43403 Attn: Brad K. Leigh	It to PNC Bank, then to: PNC Bank, National Association 300 Fifth Avenue, 23 rd Floor Pittsburgh, PA 15222 Attn: Manager, University Banking
With a copy to: Bowling Green State University 1001 E. Wooster Street Bowling Green, OH 43403 Attn: Office of the General Counsel	With a copy to: PNC Bank, National Association 300 Fifth Avenue, 19 th Floor Pittsburgh, PA 15222 Attn: Chief Counsel, Retail Banking

- 2.
3. New **Exhibit G**, Department of Education Cash Management Compliance Agreement, ("CM Agreement"), is hereby added and attached hereto and incorporated by reference into the Agreement.
4. The University may terminate the Agreement in accordance with the termination provisions set forth in the CM Agreement.
5. All provisions of the Agreement not specifically mentioned in this Eighth 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 Eighth Amendment on its behalf, as of the Eighth Amendment Effective Date.

PNC Bank, National Association
("PNC Bank")

By: 
Nickolas Certo

Title: Senior Vice President

Date: 5/11/2016

Bowling Green State University
("University")

By: 

Title: Executive Director

Date: 5/5/16

EXHIBIT G

DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT

THIS DEPARTMENT OF EDUCATION CASH MANAGEMENT COMPLIANCE AGREEMENT ("CM Agreement"), is entered into this 5th day of May 2016, by and between Bowling Green State University, a state assisted institution of higher education organized and operated under the laws of the State of Ohio, having offices at 1001 E. Wooster Street, Bowling Green, OH 43403, ("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 June 1, 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 each year during the Term of the Agreement 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, prospective 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 is cobranded 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, enabling the student to use the device to access a financial account.

- (e) “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.
- (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 in accordance with the DoE Regulation, the University shall provide a list of the major features and fees commonly assessed 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.

3. Customer Complaints

In the event that University has a direct relationship with or direct contact with PNC’s customers during the term of this Agreement and the University receives a Customer Complaint about PNC that (i) the University is unable to resolve, or (ii) becomes public

knowledge (e.g., media), or (iii) raises questions related to compliance with applicable law, University shall immediately, notify PNC Bank and deliver to PNC Bank a written summary or copy of such Customer Complaint along with associated correspondence and information. The written summary shall be delivered to the addresses as set forth in Section 25 of the Agreement.

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 complies with the applicable laws that govern the account opening process. Therefore, the Financial Institution always secures the student's consent prior to opening a PNC Financial Account. The Financial Institution has reviewed its 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 may be required to disclose on the University website, in a manner defined by the Secretary of Education, certain information, which may include direct or indirect compensation, regarding the most recently completed Award Year under the terms of the Agreement.

(2) The University may also be required to disclose certain information regarding the number of students who had PNC Financial Accounts, the amount of fees incurred, at any time during the most recently completed Award Year, by students who have PNC Financial Account(s), as a result of the Agreement, ("PNC Financial Account Data"). 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.

(3) 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 the Financial Institution with sixty (60) days prior notice of its intent to comply with Sections 2(b), 4(c), and 4(d). The University

shall also provide, when requested, a copy of the Agreement or up-to-date URL that will be used to comply with the DoE Regulation.

(f) ATMs. The University has determined the ATM requirements set forth by the DoE Regulation are satisfied pursuant to the ATM License Agreement which is an exhibit to the 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 are, considered as a whole, consistent with or below prevailing market rates, (the "Review").

(1) The University and PNC Bank shall discuss the results of the Review as part of the annual Program review. However, the parties agree to meet sooner should the findings trigger any of the termination provisions set forth in this Eight Amendment

(2) The DoE Regulation requires the University have the right to 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 DoE Regulations requires that the University have the right to terminate the Agreement should it receive Customer Complaints from PNC customers who are full or part time students of the University. 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. The University shall provide such notice no later than fifteen (15) 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) As part of the annual Program review, PNC Bank shall provide all information regarding the Agreement or the PNC Financial Account(s) 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, including the Agreement, which is required to be disclosed under the DoE Regulation.
- (b) The University shall not provide any DoE Compliance Information which references PNC Bank, its products or services without the prior written approval of the Financial Institution, which approval shall be provided within five (5) days from the date of University's request.
- (c) The Financial Institution reserves the right to revise the DoE Compliance Information 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.
- (d) The Financial Institution shall provide to the University, in its reasonable discretion, all information requested under Section 5(a) of this Agreement to assist University with its DoE Regulation Compliance.

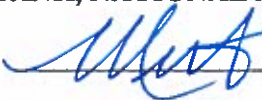
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND
SIGNATURE PAGE TO FOLLOW]**

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.

BOWLING GREEN STATE UNIVERSITY

By: 
Name: Brad H. Leigh
Title: Executive Director
Date: 5/5/16

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Nickolas Certo
Title: Senior Vice President, University Banking
Date: 5/11/2016